

PECOY COPPER LIMITED

– and –

PRIYANKA CAPITAL INC.

– and –

CANACCORD GENUITY CORP.

– and –

COMPUTERSHARE TRUST COMPANY OF CANADA

SUBSCRIPTION RECEIPT AGREEMENT

Providing for the Issue of up to 105,800,000 Subscription Receipts

Dated as of July 8, 2025

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SCHEDULE “A” SUBSCRIPTION RECEIPTS

SCHEDULE “B” FORM OF RELEASE NOTICE

SCHEDULE “C” FORM OF TERMINATION NOTICE

SCHEDULE “D” FORM OF DECLARATION OF REMOVAL OF LEGEND

SUBSCRIPTION RECEIPT AGREEMENT

THIS AGREEMENT (the “**Agreement**”) is made as of July 8, 2025.

AMONG:

PECOY COPPER LIMITED, a corporation incorporated under the laws of the Province of Ontario (hereinafter referred to as the “**Company**”)

AND:

PRIYANKA CAPITAL INC., a corporation incorporated under the laws of the Province of British Columbia (hereinafter referred to as “**Priyanka**”)

AND:

CANACCORD GENUITY CORP. (hereinafter referred to as the “**Lead Agent**”), on its own behalf and on behalf of the Agents (as defined herein)

AND:

COMPUTERSHARE TRUST COMPANY OF CANADA, a trust company existing under the laws of Canada (hereinafter referred to as the “**Subscription Receipt Agent**”)

WHEREAS the Company proposes to issue up to a maximum of 105,800,000 Subscription Receipts, assuming exercise of the Agents’ Option (as such terms are hereinafter defined);

AND WHEREAS each Subscription Receipt represents the right of the holder thereof to acquire one Subscription Receipt Share (as hereinafter defined), subject to certain adjustments, for no additional consideration in the manner herein set forth;

AND WHEREAS the Company has agreed that:

- (a) in accordance with the terms herein, the Initial Escrowed Funds (as hereinafter defined) from the sale of the Subscription Receipts are to be delivered to and held in escrow by the Subscription Receipt Agent as escrow agent hereunder, and invested for and on behalf of the Company, the Agents, and the Receiptholders (as hereinafter defined), in the manner set forth herein and unless otherwise directed;
- (b) if the Escrow Release Conditions (as hereinafter defined) are satisfied or waived at or before the Escrow Release Deadline (as hereinafter defined) the Receiptholders will be entitled to receive, without any further action or payment of additional consideration by the Receiptholders, one Subscription Receipt Share for each Subscription Receipt then held and the Subscription Receipt Agent will release the Escrowed Funds (as hereinafter defined) to the Company and the Agents in the

manner set forth herein and as directed in the Release Notice (as hereinafter defined); and

- (c) if any Termination Event occurs (the date upon which such event occurs, the “**Termination Date**”), then as soon as practicable following the Termination Event and in any event within five Business Days following the Termination Date, the Subscription Receipts shall be cancelled and an amount equal to the Escrowed Funds (as hereinafter defined) (“**Available Escrowed Funds**”) shall be used by the Company to pay Receiptholders an amount equal to the offering price of the Subscription Receipts held by them (plus an amount equal to a pro rata share of any interest and gains accrued in respect of the Escrowed Funds). To the extent that the Available Escrowed Funds (plus accrued interest or gains) are not sufficient to satisfy the amount owing to all of the Receiptholders, the Company and Priyanka will be liable for and agrees to contribute such amounts as are necessary to satisfy any shortfall (“**Shortfall**”);

AND WHEREAS the Subscription Receipts are being issued by the Company in connection with an amalgamation involving the Company that will constitute a reverse takeover of Priyanka (which is expected to be renamed “Pecoy Copper Corp.” following the completion of the Proposed Transaction (as hereinafter defined)), and upon completion of the Proposed Transaction in accordance with the Business Combination Agreement (as hereinafter defined), all of the Common Shares (including the Subscription Receipt Shares) will be exchanged for Resulting Issuer Shares (as hereinafter defined);

AND WHEREAS the Subscription Receipt Agent has agreed to act as registrar for the Subscription Receipts and as escrow agent to receive and hold the Escrowed Funds, in accordance with the terms and conditions set out herein;

AND WHEREAS all acts and deeds necessary have been done and performed to make the Subscription Receipts, when Authenticated (as hereinafter defined) by the Subscription Receipt Agent and issued as provided in this Agreement (as hereinafter defined), legal, valid and binding upon the Company with the benefits of and subject to the terms of this Agreement;

AND WHEREAS the foregoing recitals are made as statements of fact by the Company and not by the Subscription Receipt Agent;

NOW THEREFORE, in consideration of the premises and the covenants of the parties it is hereby agreed and declared as follows:

ARTICLE 1 – INTERPRETATION

1.1 Definitions

In this Agreement and in the Subscription Receipt Certificates, including the recitals and schedules hereto and thereto, unless there is something in the subject matter or context inconsistent therewith:

- (a) **“Acquisition Agreements”** has the meaning ascribed thereto in the Agency Agreement;
- (b) **“Agency Agreement”** means the agency agreement dated July 8, 2025 entered into between the Company, Priyanka, and the Agents in respect of the Offering;
- (c) **“Agents”** means, collectively, the Lead Agent, BMO Nesbitt Burns Inc., Cormark Securities Inc., Desjardins Securities Inc., Haywood Securities Inc., National Bank Financial Inc., Scotia Capital Inc., Ventum Capital Corp., and 3L Capital Inc.;
- (d) **“Agents’ Fee”** means the cash commission payable to the Agents pursuant to the Agency Agreement in connection with the Offering, 50% of which is payable to the Agents on the Closing Date and the remaining 50% of which is to be payable to the Agents on the Escrow Release Date;
- (e) **“Agents’ Expenses”** means the reasonable fees and disbursements of the Agents’ Canadian legal counsel and all reasonable “out-of-pocket” expenses of the Agents in connection with the Offering (plus applicable taxes), as further described in the Agency Agreement;
- (f) **“Agents’ Option”** means the option granted to the Agents, exercisable in whole or in part at the Agents’ sole discretion, at any time prior to the closing of the Offering, to increase the size of the Offering by up to an additional 13,800,000 Subscription Receipts at a price of \$0.60 per Subscription Receipt;
- (g) **“Applicable Legislation”** means the provisions of any statute of Canada and the Selling Jurisdictions, and the regulations and rules under any such named or other statute, relating to subscription receipt agreements or to the rights, duties and obligations of subscription receipt agents and of corporations under subscription receipt agreements, to the extent that such provisions are at the time in force and applicable to this Agreement;
- (a) **“Applicable Procedures”** means (a) with respect to any transfer or exchange of beneficial ownership interests in, or the exercise of Subscription Receipts represented by, a CDS Subscription Receipt, the applicable rules, procedures or practices of CDS and the Subscription Receipt Agent in effect at the time being, and (b) with respect to any issuance, deposit or withdrawal of Subscription Receipts from or to an electronic position evidencing a beneficial ownership interest in Subscription Receipts represented by a CDS Subscription Receipt, the rules, procedures or practices followed by CDS and the Subscription Receipt Agent at the time being with respect to the issuance, deposit or withdrawal of such positions;
- (h) **“Approved Bank”** has the meaning ascribed thereto in Section 7.2(a);
- (i) **“Authenticated”** means (a) with respect to the issuance of a Subscription Receipt Certificate, one which has been duly signed by the Company and authenticated by signature of an authorized signatory of the Subscription Receipt Agent, and (b) with respect to the issuance of an Uncertificated Subscription Receipt, one in respect of

which the Subscription Receipt Agent has completed all Internal Procedures such that the particulars of such Uncertificated Subscription Receipt as required by Section 2.5(b) are entered in the register of such Uncertificated Subscription Receipts, but for clarity, such particulars shall not include underlying beneficial owners or participants of the Depository or holders of Subscription Receipts; “**Authenticate**”, “**Authenticating**” and “**Authentication**” have the appropriate correlative meanings;

- (j) “**Available Escrowed Funds**” has the meaning ascribed thereto in the recitals;
- (k) “**Beneficial Owner**” means a person that has a beneficial interest in a Subscription Receipt issued to the Depository that is an Uncertificated Subscription Receipt or is represented by a Global Certificate;
- (l) “**Book-Entry Only System**” means the book-based securities transfer system administered by the Depository in accordance with its operating rules and procedures in force from time to time;
- (m) “**Business Combination Agreement**” means the business combination agreement entered into between the Company and Priyanka dated July 3, 2025, as may be amended from time to time;
- (n) “**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario are not open for business;
- (o) “**Capital Reorganization**” has the meaning ascribed thereto in Section 5.2(b);
- (p) “**CDS**” means CDS Clearing and Depository Services Inc., or its successor;
- (q) “**CDS Subscription Receipts**” means Subscription Receipts representing all or a portion of the aggregate number of Subscription Receipts issued in the name of the Depository represented by an Uncertificated Subscription Receipt, or if requested by the Depository or the Company, by a Global Certificate;
- (r) “**Certificated Subscription Receipts**” means a Subscription Receipt evidenced by a writing or writings substantially in the form of Schedule “A”, attached hereto;
- (s) “**Closing**” means the Closing of the purchase and sale of the Subscription Receipts under the Offering, which may occur in one or more tranches (each applicable Closing, the “**Closing**”);
- (t) “**Closing Date**” means any dates as the Company and the Agents, each acting reasonably, may determine, the first of which is expected to be on or around July 8, 2025;
- (u) “**Common Shares**” means the common shares in the capital of the Company;

- (v) **“Company”** means Pecoy Copper Limited, a corporation incorporated under the laws of the Province of Ontario;
- (w) **“Counsel”** means a barrister or solicitor or a firm of barristers and solicitors, who may be counsel for the Company, acceptable to the Subscription Receipt Agent;
- (x) **“Court”** has the meaning ascribed thereto in Section 11.8(d);
- (y) **“Depository”** means CDS or such other person as is designated in writing by the Company to act as depository in respect of the Subscription Receipts;
- (z) **“director”** means a director of the Company for the time being and, unless otherwise specified herein, reference to action **“by the directors”** means action by the directors of the Company as a board or, whenever duly empowered, action by any committee of such board;
- (aa) **“Documents”** has the meaning ascribed thereto in Section 11.4(b);
- (bb) **“Escrow Agent”** means the role of the Subscription Receipt Agent to, *inter alia*, hold and disburse the Escrowed Funds on behalf of the Company and Subscription Receiptholders pursuant to the terms and conditions of this Agreement;
- (cc) **“Escrowed Funds”** means the Initial Escrowed Funds, together with all Subscription Receipt Interest thereon;
- (dd) **“Escrow Release Conditions”** means the following collectively:
 - (i) written confirmation from each of the Company and Priyanka that: (A) all conditions precedent to the completion of the Proposed Transaction have been satisfied or waived, other than the release of the Escrowed Funds (including the escrowed portion of the Agents’ Fee) and the closing of the Proposed Transaction will be completed forthwith upon release of the Escrowed Funds; and (B) no material terms of the Business Combination Agreement have been modified and/or waived (unless such modifications or waivers have been consented to by the Lead Agent on behalf of the Agents);
 - (ii) the receipt of all required corporate, shareholder, third-party and regulatory approvals in connection with the Offering, the Proposed Transaction and the Exchange Listing, including, without limitation, the Resulting Issuer Shares (including the Resulting Issuer Shares issued in exchange for the Common Shares upon completion of the Proposed Transaction) being conditionally approved for listing on the TSX-V, any relevant listing documents having been accepted for filing with the TSX-V and the completion, satisfaction or waiver of all conditions precedent to such listing, other than the release of the Escrowed Funds and customary conditions necessary to obtain final approval from the TSX-V for such listing;

- (iii) the completion or the satisfaction of all conditions precedent to the Proposed Transaction, substantially in accordance with the definitive agreements relating to the Proposed Transaction, to the satisfaction of the Lead Agent on behalf of the Agents;
 - (iv) the completion or the satisfaction of all conditions precedent to the Acquisition Agreements, except for the cash payments required to be made thereunder and the satisfaction of the Escrow Release Conditions;
 - (v) each of the Company, Priyanka and the Resulting Issuer shall not be in breach or default of any of its covenants or obligations under the Agency Agreement or this Agreement, except (in the case of the Agency Agreement only) for those breaches or defaults that have been waived by the Lead Agent, on behalf of the Agents, and all conditions set out in the Agency Agreement shall have been fulfilled, which shall all be confirmed to be true in a certificate of a senior officer of each of the Company and Priyanka;
 - (vi) delivery to the Lead Agent, on its own behalf and on behalf of the Agents, of a legal opinion of counsel to the Company that the Resulting Issuer Shares issued in exchange for the Common Shares under the Proposed Transaction will not be subject to a hold period under applicable securities laws; and
 - (vii) the Company and the Lead Agent, on its own behalf and on behalf of the Agents, shall have delivered the Release Notice to the to the Subscription Receipt Agent in accordance with the terms of this Agreement;
- (ee) **“Escrow Release Date”** means the date on which the Escrow Release Conditions are satisfied in full;
 - (ff) **“Escrow Release Deadline”** means October 6, 2025, or such later date as may be agreed to among the Lead Agent, on behalf of the Agents, the Company and Priyanka;
 - (gg) **“Exchange Act”** means the United States Securities Exchange Act of 1934, as amended;
 - (hh) **“Exchange Listing”** means the listing of the Resulting Issuer Shares (including the Resulting Issuer Shares issued in exchange for the Subscription Receipt Shares upon completion of the Proposed Transaction) on the TSX-V;
 - (ii) **“Extraordinary Resolution”** has the meaning ascribed thereto in Section 9.11(a);
 - (jj) **“Global Certificate”** means a Subscription Receipt Certificate that is registered in the name of the Depository or its nominee for the purpose of being held by or on behalf of the Depository as custodian for Participants and Beneficial Owners;

- (kk) **“Priyanka”** means Priyanka Capital Inc., a corporation incorporated under the laws of the Province of British Columbia;
- (ll) **“Indemnified Parties”** has the meaning ascribed thereto in Section 11.3;
- (mm) **“Initial Escrowed Funds”** means the gross proceeds in respect of the Offering (less the portion of the Agents’ Fee payable on the Closing Date and the Agents’ Expenses);
- (nn) **“Internal Procedures”** means in respect of the making of any one or more entries to, changes in or deletions of any one or more entries in the register at any time (including without limitation, original issuance or registration of transfer of ownership) the minimum number of the Subscription Receipt Agent’s internal procedures customary at such time for the entry, change or deletion made to be completed under the operating procedures followed at the time by the Subscription Receipt Agent;
- (oo) **“Offering”** means the “best efforts” private placement offering in the Selling Jurisdictions of Subscription Receipts for aggregate gross proceeds to the Company of approximately \$55.2 million, and includes, for certainty, any additional Subscription Receipts issued and sold pursuant to the Agents’ Option;
- (pp) **“Participant”** means a person recognized by the Depository as a participant in the Book-Entry Only System;
- (qq) **“person”** includes an individual, corporation, partnership, trustee, unincorporated organization or any other entity whatsoever, and words importing persons have a similar extended meaning;
- (rr) **“Proposed Transaction”** means the Company’s reverse take-over transaction with Priyanka in accordance with the terms and conditions of the Business Combination Agreement pursuant to which Priyanka will acquire 100% of the Common Shares through the amalgamation of the Company with a wholly-owned subsidiary of Priyanka;
- (ss) **“Qualified Institutional Buyer”** means a “qualified institutional buyer” (as defined in Rule 144A(a)(1) under the U.S. Securities Act) that also qualifies as an “accredited investor” (as defined in Rule 501(a) of Regulation D);
- (tt) **“Regulation D”** means Regulation D adopted by the SEC under the U.S. Securities Act;
- (uu) **“Regulation S”** means Regulation S adopted by the SEC under the U.S. Securities Act;
- (vv) **“Release Notice”** means a joint release notice and direction from the Company and the Lead Agent, on behalf of the Agents, to the Subscription Receipt Agent confirming that the Escrow Release Conditions (other than as set out in (vii) of the

definition of “Escrow Release Conditions”) have been satisfied or waived, in the form attached as Schedule “B” hereto;

- (ww) **“Resulting Issuer”** means the resulting issuer existing upon completion of the Proposed Transaction;
- (xx) **“Resulting Issuer Shares”** means the common shares in the capital of the Resulting Issuer following completion of the Proposed Transaction, including but not limited to those issued pursuant to the terms of the Business Combination Agreement and this Agreement;
- (yy) **“SEC”** means the United States Securities and Exchange Commission;
- (zz) **“Securities Commissions”** means the securities regulatory authorities in each of the Selling Jurisdictions;
- (aaa) **“Securities Laws”** means, collectively, Canadian securities laws and the laws of international jurisdictions that may be applicable;
- (bbb) **“Selling Jurisdictions”** means: (i) each of the Provinces of Canada; (ii) jurisdictions in the United States on a private placement basis pursuant to an exemption from the registration requirements of the U.S. Securities Act; and (iii) such other jurisdictions outside of Canada and the United States as mutually agreed between the Company and the Agents;
- (ccc) **“Share Reorganization”** has the meaning ascribed thereto in Section 5.2(a);
- (ddd) **“Shortfall”** has the meaning ascribed thereto in the recitals;
- (eee) **“Subscription Price”** means the price of \$0.60 per Subscription Receipt;
- (fff) **“Subscription Receipt Agency”** means the principal office of the Subscription Receipt Agent in the city of Vancouver or such other place as may be designated in accordance with this Agreement;
- (ggg) **“Subscription Receipt Agent”** means Computershare Trust Company of Canada and its successors and permitted assigns;
- (hhh) **“Subscription Receipt Certificate”** means a certificate representing one or more Subscription Receipts, substantially in the form of the certificate attached hereto as Schedule “A”;
- (iii) **“Subscription Receipt Interest”** has the meaning ascribed thereto in Section 7.2(a);
- (jjj) **“Subscription Receipt Shares”** means the Common Shares issuable to Subscription Receiptholders pursuant to the Subscription Receipts without

payment of additional consideration in accordance with the terms and conditions of this Agreement;

- (kkk) **“Subscription Receiptholder”** or **“Receiptholder”** or **“holder”** means a person who is a registered owner of Subscription Receipts, and, for greater clarity, shall include the Depository as well as the holders of Uncertificated Subscription Receipts appearing on the register of the Subscription Receipt Agent;
- (lll) **“Subscription Receiptholders’ Request”** means an instrument signed in one or more counterparts by Subscription Receiptholders holding in the aggregate not less than 25% of the aggregate number of Subscription Receipts then unexercised and outstanding, requesting the Subscription Receipt Agent to take some action or proceeding specified therein;
- (mmm) **“Subscription Receipts”** means the Subscription Receipts created, issued and Authenticated hereunder as Certificated Subscription Receipts or Uncertificated Subscription Receipts, that have not at the particular time expired, been purchased by the Company, converted or otherwise become null, void and of no further force or effect;
- (nnn) **“successor corporation”** has the meaning ascribed thereto in Section 10.2;
- (ooo) **“Termination Date”** means the earlier of: (i) the date on which the Subscription Receipt Agent receives a Termination Notice under Section **Error! Reference source not found.**; or (ii) the first Business Day following the Escrow Release Deadline;
- (ppp) **“Termination Event”** means any one of the following: (i) the Escrow Release Conditions have not been satisfied prior to 5:00 p.m. (Toronto time) on the Escrow Release Deadline, (ii) the Proposed Transaction is terminated at any earlier time, or (iii) the Company advises the Lead Agent on behalf of the Agents, or announces to the public that it does not intend to satisfy the Escrow Release Conditions;
- (qqq) **“Termination Notice”** means a written notice from the Company addressed to the Subscription Receipt Agent, the Receiptholders and the Agents indicating that the Escrow Release Conditions will not be completed or waived, in the form attached as Schedule “C” hereto;
- (rrr) **“this Subscription Receipt Agreement”, “this Agreement”, “herein”, “hereby”, “hereof”** and similar expressions mean and refer to this Agreement and any agreement, indenture, deed or instrument supplemental hereto; and the expressions **“Article”, “Section”, “subsection”** and **“paragraph”** followed by a number, letter or both mean and refer to the specified article, section, subsection or paragraph of this Agreement;
- (sss) **“TSX-V”** means the TSX Venture Exchange;

- (ttt) **“Uncertificated Subscription Receipt”** means any Subscription Receipt which is not a Certificated Subscription Receipt, including but not limited to any Subscription Receipt held through the Book-Entry Only System;
- (uuu) **“United States”** or **“U.S.”** means, as the context requires, the United States of America, its territories and possessions, any state of the United States, and/or the District of Columbia;
- (vvv) **“U.S. Person”** has the meaning set forth in Rule 902(k) of Regulation S;
- (www) **“U.S. Securities Act”** means the United States Securities Act of 1933, as amended;
- (xxx) **“U.S. Subscription Receiptholder”** means any Subscription Receiptholder who (a) is a U.S. Person, or (b) acquired any Subscription Receipts (i) in the United States or (ii) for the account or benefit of any U.S. Person or any person in the United States; and
- (yyy) **“written order of the Company”**, **“written request of the Company”**, **“written consent of the Company”**, **“Officer’s Certificate”** and **“certificate of the Company”** mean, respectively, a written order, request, consent and certificate signed in the name of the Company by its Chief Executive Officer or Chief Financial Officer, and may consist of one or more instruments so executed.

1.2 Gender and Number

Unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular include the plural and *vice versa* and words importing gender include all genders.

1.3 Interpretation not Affected by Headings, etc.

The division of this Agreement into Articles and Sections, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.4 Day not a Business Day

In the event that any day on or before which any action is required to be taken hereunder is not a Business Day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day.

1.5 Time of the Essence

Time shall be of the essence of this Agreement.

1.6 Currency

Except as otherwise stated, all dollar amounts herein are expressed in Canadian dollars.

1.7 Severability

In the event that any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof, all of which shall remain in full force and effect.

1.8 Conflicts

In the event of any conflict between the provisions of this Agreement and the Subscription Receipt Certificates, the provisions of this Agreement will govern.

1.9 Meaning of “outstanding” for Certain Purposes

Every Subscription Receipt Authenticated and delivered by the Subscription Receipt Agent hereunder shall be deemed to be outstanding until the Termination Date, or until it shall be deemed to have been surrendered to the Subscription Receipt Agent upon the deemed conversion thereof pursuant to 3.4(a), provided however that:

- (a) where a Subscription Receipt Certificate has been issued in substitution for a Subscription Receipt Certificate which has been lost, stolen or destroyed, only the Subscription Receipt Certificate so issued in substitution shall be counted for the purpose of determining the number of Subscription Receipts outstanding; and
- (b) for the purpose of any provision of this Agreement entitling the holder of outstanding Subscription Receipts to sign consents, requests or other instruments or take any other action under this Agreement, Subscription Receipts owned legally or equitably by the Company or any subsidiary of the Company thereof shall be disregarded, except that for the purpose of determining whether the Subscription Receipt Agent shall be protected in relying on any such consent, request or other instrument or other action, only the Subscription Receipts of which the Subscription Receipt Agent has notice that they are so owned shall be so disregarded.

1.10 Agents’ Option

For the avoidance of doubt, unless the context requires otherwise, references in this Agreement to “**Subscription Receipts**” shall include any Subscription Receipts issuable upon exercise of the Agents’ Option, if applicable.

1.11 Applicable Law

This Agreement, the Subscription Receipts, and the Subscription Receipt Certificates shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Agreement, the Subscription Receipts, and the Subscription Receipt Certificates, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such Province.

ARTICLE 2 – ISSUE OF SUBSCRIPTION RECEIPTS

2.1 Issue of Subscription Receipts

An aggregate of up to 105,800,000 Subscription Receipts are hereby created and authorized to be issued on the terms and subject to the conditions herein provided, including those Subscription Receipts issued pursuant to the Agents' Option, at a price for each Subscription Receipt equal to the Subscription Price. Each such Subscription Receipt shall be a fully paid and non-assessable security of the Company. Uncertificated Subscription Receipts registered in the name of the Depository or a nominee thereof shall be Authenticated by the Subscription Receipt Agent and deposited with the Depository upon the written direction of the Company and Subscription Receipt Certificates evidencing Subscription Receipts shall be executed by an authorized signatory of the Company and delivered to the Subscription Receipt Agent, certified by the Subscription Receipt Agent upon the written direction of the Company and delivered by the Subscription Receipt Agent in accordance with such written direction of the Company, without any further act of or formality on the part of the Company. Registration of interests in Subscription Receipts held by the Depository may be evidenced by a position appearing on the register for Subscription Receipts of the Subscription Receipt Agent for an amount representing the aggregate number of such Subscription Receipts outstanding from time to time.

2.2 Description of the Subscription Receipts

- (a) In accordance with the terms of the Subscription Receipts and this Subscription Receipt Agreement, in the event that the Escrow Release Conditions are satisfied and the Release Notice is delivered before the Escrow Release Deadline, each Subscription Receipt shall entitle the holder thereof to receive from the Company, without any further action or payment of additional consideration therefor, one Subscription Receipt Share for each Subscription Receipt then held.
- (b) In the event that either (i) a Termination Notice is delivered prior to the Escrow Release Deadline, or (ii) the Release Notice is not delivered to the Subscription Receipt Agent prior to the Escrow Release Deadline, all of the Subscription Receipts shall, without any action on the part of the holders thereof (including the surrender of Subscription Receipt Certificates), be cancelled by the Subscription Receipt Agent effective as of the Termination Date and holders of Subscription Receipt Certificates shall thereafter have no rights thereunder except to receive, and the Subscription Receipt Agent shall pay to such holders from the Available Escrowed Funds, an amount equal to the aggregate Subscription Price of the Subscription Receipts then held, plus a *pro rata* share of Subscription Receipt Interest earned thereon (less any withholding tax required to be withheld in respect thereof). Such amount (less any withholding tax required to be withheld in respect thereof), shall be returned to each holder of a Subscription Receipt by the Subscription Receipt Agent in accordance with Section (b) hereof. The Company and Priyanka shall be liable for any Shortfall. The Subscription Receipt Agent shall have no responsibility for any Shortfall owing to the Subscription Receiptholders.

- (c) In the event of conversion of a holder's Subscription Receipts, the Company will register the Receiptholder as the holder of the Subscription Receipt Shares so that on the completion of the Proposed Transaction, the Receiptholder will receive Resulting Issuer Shares from the Subscription Receipt Agent pursuant to the terms of the Business Combination Agreement. For greater certainty, the Company is responsible to issue the Resulting Issuer Shares in exchange for the Subscription Receipt Shares.
- (d) No fractional Subscription Receipts shall be issued or otherwise provided for hereunder.

2.3 Form of Subscription Receipt Certificates

The Subscription Receipts may be issued in both certificated and uncertificated form. All Subscription Receipts issued in certificated form shall be evidenced by a Subscription Receipt Certificate (including all replacements issued in accordance with this Agreement) issued in registered form, substantially in the form set out in Schedule "A" hereto and shall be dated as of the Closing Date, shall bear such legends, distinguishing letters and numbers as the Company may, with the approval of the Subscription Receipt Agent, prescribe and shall be issuable in any denomination excluding fractions. All Uncertificated Subscription Receipts issued other than to the Depository shall be evidenced by a book position issued to the holder thereof on the register of Subscription Receipts to be maintained by the Subscription Receipt Agent in accordance with Section 3.1. Each Subscription Receipt issued to a U.S. Subscription Receiptholder will be in certificated form only and bear the applicable legends as set forth in Schedule "A" hereto. All Subscription Receipts issued to the Depository may be in either certificated or uncertificated form, such uncertificated form being evidenced by a book position on the registered of Subscription Receiptholders to be maintained by the Subscription Receipt Agent in accordance with Section **Error! Reference source not found..**

Except as provided in this Article 2, all Subscription Receipts shall, save as to denominations, be of like tenor and effect. The Subscription Receipt Certificates may be engraved, printed, lithographed, photocopied or be partially in one form or another, as the Subscription Receipt Agent may determine.

2.4 Signing of Subscription Receipt Certificates

The Subscription Receipt Certificates issued by the Company shall be signed by any one of the directors or officers of the Company. The signatures of any such director or officer may be mechanically reproduced in electronic signatures or facsimile and Subscription Receipt Certificates bearing such electronic or facsimile signatures shall be binding upon the Company as if they had been manually signed by such director or officer. Notwithstanding that any person whose manual, electronic or facsimile signature appears on any Subscription Receipt Certificate as a director or officer may no longer hold office at the date of such Subscription Receipt Certificate or at the date of certification or delivery thereof, any Subscription Receipt Certificate signed as aforesaid shall, subject to Section 2.5, be valid and binding upon the Company and the holder thereof shall be entitled to the benefits of this Agreement or the Subscription Receipt Certificates in question.

2.5 Authentication by the Subscription Receipt Agent

- (a) No Subscription Receipt Certificate, if issued, will be valid or entitle the holder to the benefits hereof until it has been certified by signature by or on behalf of the Subscription Receipt Agent substantially in the form of the certificate attached hereto as Schedule “A” or in such other form as may be approved by the Subscription Receipt Agent and the Company. The Authentication by the Subscription Receipt Agent on a Subscription Receipt Certificate will be conclusive evidence as against the Company that such Subscription Receipt Certificate has been duly issued hereunder, is a valid and binding obligation of the Company, and that the holder thereof is entitled to the benefits hereof.
- (b) The Subscription Receipt Agent shall Authenticate Uncertificated Subscription Receipts (whether upon original issuance, exchange, registration of transfer, or otherwise) by completing its Internal Procedures and the Company shall, and hereby acknowledges that it shall, thereupon be deemed to have duly and validly issued such Uncertificated Subscription Receipt under this Subscription Receipt Agreement. The Authentication by the Subscription Receipt Agent of any Subscription Receipt shall be conclusive evidence as against the Company that such Uncertificated Subscription Receipts have been duly issued hereunder, is a valid and binding obligations of the Company, and that the holder is entitled to the benefits of this Agreement. The register shall be final and conclusive evidence as to all matters relating to Uncertificated Subscription Receipts with respect to which this Agreement requires the Subscription Receipt Agent to maintain records or accounts. In case of differences between the register at any time and any other time, the register at the later time shall be controlling, absent manifest error, and any Uncertificated Subscription Receipts recorded therein shall be binding on the Company.
- (c) Any Subscription Receipt Certificate validly issued in accordance with the terms of this Agreement in effect at the time of issue of such Subscription Receipt Certificate shall, subject to the terms of this Agreement and applicable law, validly entitle the holder to acquire Subscription Receipt Shares, notwithstanding that the form of such Subscription Receipt Certificate may not be in the form then required by this Agreement.
- (d) No Subscription Receipt shall (i) be considered issued, valid, or obligatory; nor (ii) entitle the holder thereof to the benefits of this Agreement, until it has been Authenticated by the Subscription Receipt Agent. Authentication by the Subscription Receipt Agent, including by way of entry on the register or otherwise, shall not be construed as a representation or warranty by the Subscription Receipt Agent as to the validity of this Agreement or of such Subscription Receipts (except the due Authentication thereof) or as to the performance by the Company of its obligations under this Agreement and the Subscription Receipt Agent shall in no respect be liable or answerable for the use made of the Subscription Receipts or any of them or of the consideration thereof. Authentication by the Subscription Receipt Agent shall be conclusive evidence as against the Company that the Subscription

Receipts so Authenticated have been duly issued hereunder, is a valid and binding obligations of the Company, and that the holder thereof is entitled to the benefits of this Agreement.

No Certificated Subscription Receipt (a) shall be considered issued and Authenticated, nor (b) if Authenticated, shall be obligatory nor entitle the holder thereof to the benefits of this Agreement, until it has been Authenticated by manual signature by or on behalf of the Subscription Receipt Agent substantially in the form of the Subscription Receipt set out in Schedule “A” hereto. Such Authentication on any such Certificated Subscription Receipt shall be conclusive evidence that such Certificated Subscription Receipt is duly Authenticated and is valid and a binding obligation of the Company and that the holder is entitled to the benefits of this Agreement.

No Uncertificated Subscription Receipt shall (a) be considered issued or obligatory; nor (b) entitle the holder thereof to the benefits of this Agreement, until it has been Authenticated by entry on the register of the particulars of the Uncertificated Subscription Receipt. Such entry on the register of the particulars of an Uncertificated Subscription Receipt shall be conclusive evidence that such Uncertificated Subscription Receipt is a valid and binding obligation of the Company and that the holder is entitled to the benefits of this Agreement.

- (e) The Company will make a notation on its records with respect to any Subscription Receipts originally sold in the Offering to Qualified Institutional Buyers pursuant to Rule 501(a) of Regulation D.

2.6 Subscription Receiptholder not a Shareholder

Nothing in this Agreement or in the holding of a Subscription Receipt, shall, in itself, confer or be construed as conferring upon a Subscription Receiptholder any right or interest whatsoever as a holder of Common Shares or as any other security holder of the Company, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of shareholders or any other proceedings of the Company or the right to receive dividends and other distributions.

2.7 Subscription Receipts to Rank *Pari Passu*

All Subscription Receipts shall rank *pari passu* with all other Subscription Receipts whatever may be the actual date of issue of the Subscription Receipts.

2.8 Issue in Substitution for Subscription Receipt Certificates Lost, etc.

- (a) If any Subscription Receipt Certificate issued pursuant to this Agreement becomes mutilated or is lost, destroyed or stolen, the Company, subject to applicable law and compliance with Section 2.8(b) below, shall issue and thereupon the Subscription Receipt Agent shall certify, Authenticate and deliver, a new Subscription Receipt Certificate of like tenor and bearing the same legends as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon surrender and cancellation of such mutilated Subscription Receipt Certificate, or in lieu of and in

substitution for such lost, destroyed or stolen Subscription Receipt Certificate, and the substituted Subscription Receipt Certificate shall be in the form of the certificate set out in Schedule “A” hereto and the Subscription Receipts evidenced thereby shall be entitled to the benefits hereof and shall rank equally in accordance with its terms with all other Subscription Receipts issued or to be issued hereunder by the Company.

- (b) The applicant for the issue of a new Subscription Receipt Certificate pursuant to this Section 2.8 shall bear the reasonable cost of the issue thereof and in case of loss, destruction or theft, shall, as a condition precedent to the issue thereof, furnish to the Company and to the Subscription Receipt Agent such evidence of ownership and of the loss, destruction or theft of the Subscription Receipt Certificate so lost, destroyed or stolen as shall be satisfactory to the Company and to the Subscription Receipt Agent each, in their discretion acting reasonably, and such applicant shall also be required to furnish an indemnity and a surety bond in amount and form satisfactory to the Company and the Subscription Receipt Agent each, in their discretion acting reasonably, and shall pay the reasonable charges of the Company and the Subscription Receipt Agent in connection therewith.

2.9 Legends

- (a) The Subscription Receipts shall have attached to them the legends substantially in the following form and with the necessary information inserted:
 - (i) All Subscription Receipts as well as all Subscription Receipts issued in exchange for or in substitution of such Subscription Receipts, shall bear or be deemed to bear the following legend:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) **THE CLOSING DATE**, AND (II) THE DATE THE COMPANY BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.”

provided that if, at any time, in the opinion of Counsel, such legend is no longer necessary or advisable under any Securities Laws, or the holder of any such legended certificate, at the holder’s expense, provides the Company with evidence satisfactory in form and substance to the Company, acting reasonably, to the effect that such legends are not required, such legended certificate may thereafter be surrendered to the applicable transfer agent in exchange for a certificate which does not bear such legend.
 - (ii) The Subscription Receipts and the Subscription Receipt Shares have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws. All Subscription Receipts issued to a U.S. Subscription Receiptholder, as well as all Subscription Receipts issued in exchange for

or in substitution of such Subscription Receipts, must be issued in certificated form and for so long as required by the U.S. Securities Act or applicable U.S. state securities laws, shall bear the following legend:

“THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, (C) PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY RULE 144 THEREUNDER, IF AVAILABLE, AND IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES, AND IN THE CASE OF (C) OR (D), THE HOLDER HAS PRIOR TO SUCH SALE FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY.”

provided, that if any of the Subscription Receipts are being sold under clause (B) above, the above legend may be removed by providing a duly completed and executed copy of the Transfer of Subscription Receipts substantially in the form annexed to the Subscription Receipt certificate attached hereto as Schedule “A” and a declaration to the Company substantially in the form of Schedule “D” hereto (or as the Company may prescribe from time to time), together with such other evidence (which may include, without limitation, an opinion of counsel in form and substance satisfactory to the Company and the Subscription Receipt Agent) as the Company and/or the Subscription Receipt Agent may from time to time prescribe, to the effect that the sale of such securities is being made in compliance with Rule 904 of Regulation S; provided further, that if any such Subscription Receipts are being sold pursuant to Rule 144 under the U.S. Securities Act, if available, the above legend may be removed by delivery to the Company and the Subscription Receipt Agent of a duly completed and executed copy of the Transfer of Subscription Receipts and an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Subscription Receipt Agent, to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act.

- (iii) Global Certificates issued to the Depository may bear a legend substantially to the following effect:

“UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO PECOY COPPER LIMITED (THE “ISSUER”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.”

- (b) If the Subscription Receipts are certificated, such legend will appear on the certificate. If the Subscription Receipts are uncertificated, the legend will be attached to the electronic deposit system of CDS or on an ownership system issued under a direct registration system.

2.10 Book Entry Subscription Receipts

- (a) Re-registration of beneficial interests in and transfers of Subscription Receipts held by the Depository shall be made only through the Book-Entry Only System and no Subscription Receipt Certificates shall be issued in respect of such Subscription Receipts except where physical certificates evidencing ownership in such securities are required or as set out herein or as may be requested by a Depository, as determined by the Company, from time to time. Except as provided in this Section 2.10, owners of beneficial interests in any CDS Subscription Receipts shall not be entitled to have Subscription Receipts registered in their names and shall not receive or be entitled to receive Subscription Receipts in definitive form or to have their names appear in the register referred to in Section 1.1(a) herein while they are held as book entry only securities with the Depository. Notwithstanding any terms set out herein, Subscription Receipts having any legend set forth in Section 2.9 herein and held in the name of the Depository may only be held in the form of Uncertificated Subscription Receipts with the prior consent of the Subscription Receipt Agent.
- (b) Notwithstanding any other provision in this Agreement, no CDS Subscription Receipts may be exchanged in whole or in part for Subscription Receipts registered, and no transfer of a CDS Subscription Receipts in whole or in part may be

registered, in the name of any Person other than the Depository for such CDS Subscription Receipts or a nominee thereof unless:

- (i) the Depository notifies the Company that it is unwilling or unable to continue to act as depository in connection with Subscription Receipts held through the Book-Entry Only System and the Company is unable to locate a qualified successor;
- (ii) the Company determines that the Depository is no longer willing, able or qualified to discharge properly its responsibilities as holder of the CDS Subscription Receipts and the Company is unable to locate a qualified successor;
- (iii) the Depository ceases to be a clearing agency or otherwise ceases to be eligible to be a depository and the Company is unable to locate a qualified successor;
- (iv) the Company determines that the Subscription Receipts shall no longer be held in the Book-Entry Only System;
- (v) such right is required by Applicable Legislation, as determined by the Company and the Company's Counsel;
- (vi) the Subscription Receipt is to be Authenticated to or for the account or benefit of a person in the United States; or
- (vii) the Company so instructs the Subscription Receipt Agent in writing,

following which Subscription Receipts for those holders requesting such shall be issued to the beneficial owners of such Subscription Receipts or their nominees as directed by the holder. The Company shall provide an Officer's Certificate giving notice to the Subscription Receipt Agent of the occurrence of any event outlined in this Section 2.10(b)(i), except in the case of Section 2.10(b)(vi).

- (c) Subject to the provisions of this Section 2.10, any exchange of CDS Subscription Receipts for Subscription Receipts which are not CDS Subscription Receipts may be made in whole or in part in accordance with the provisions of Section **Error! Reference source not found.**, mutatis mutandis. All such Subscription Receipts issued in exchange for CDS Subscription Receipts or any portion thereof shall be registered in such names as the Depository for such CDS Subscription Receipts shall direct and shall be entitled to the same benefits and subject to the same terms and conditions (except insofar as they relate specifically to CDS Subscription Receipts) as the CDS Subscription Receipts or portion thereof surrendered upon such exchange.
- (d) Every Subscription Receipt Authenticated upon registration of transfer of a CDS Subscription Receipts, or in exchange for or in lieu of a CDS Subscription Receipt or any portion thereof, whether pursuant to this Section 2.10, or otherwise, shall be

Authenticated in the form of, and shall be, a CDS Subscription Receipt, unless such Subscription Receipt is registered in the name of a person other than the Depository for such CDS Subscription Receipt or a nominee thereof.

- (e) Notwithstanding anything to the contrary in this Agreement, subject to Applicable Legislation, the CDS Subscription Receipt will be issued as an Uncertificated Subscription Receipt, unless otherwise requested in writing by the Depository or the Company.
- (f) The rights of beneficial owners of Subscription Receipts who hold securities entitlements in respect of the Subscription Receipts through the Book-Entry Only System shall be limited to those established by applicable law and agreements between the Depository and the Participants and between such Participants and the beneficial owners of Subscription Receipts who hold securities entitlements in respect of the Subscription Receipts through the Book-Entry Only System, and such rights must be exercised through a Participant in accordance with the rules and Applicable Procedures of the Depository.
- (g) Notwithstanding anything herein to the contrary, neither the Company nor the Subscription Receipt Agent nor any agent thereof shall have any responsibility or liability for:
 - (i) the electronic records maintained by the Depository relating to any ownership interests or any other interests in the Subscription Receipts or the depository system maintained by the Depository, or payments made on account of any ownership interest or any other interest of any person in any Subscription Receipts represented by an electronic position in the Book-Entry Only System (other than the Depository or its nominee);
 - (ii) for maintaining, supervising or reviewing any records of the Depository or any Participant relating to any such interest; or
 - (iii) any advice or representation made or given by the Depository or those contained herein that relate to the rules and regulations of the Depository or any action to be taken by the Depository on its own direction or at the direction of any Participant.
- (h) The Company may terminate the application of this Section 2.10 in its sole discretion in which case all Subscription Receipts shall be evidenced by Subscription Receipt Certificates registered in the name of a person other than the Depository.

ARTICLE 3– REGISTRATION, TRANSFER AND OWNERSHIP OF SUBSCRIPTION RECEIPTS AND EXCHANGE OF SUBSCRIPTION RECEIPT CERTIFICATES

3.1 Register of Subscription Receipts

- (a) Register: The Company will cause to be kept by the Subscription Receipt Agent at its principal office in Vancouver, British Columbia, a register of holders in which shall be entered in alphabetical order the names and addresses of the holders of Subscription Receipts and particulars of the Subscription Receipts held by them.
- (b) Transfer: The Subscription Receipts may only be transferred on the register kept by the Subscription Receipt Agent at the principal office by the holder or its legal representatives or its attorney duly appointed by an instrument in writing in form and execution satisfactory to the Subscription Receipt Agent only upon (1) in the case of a Subscription Receipt Certificate, surrendering to the Subscription Receipt Agent at the principal office the Subscription Receipt Certificates representing the Subscription Receipts to be transferred together with a duly executed form of transfer (in the form attached to the Subscription Receipt Certificate as set out in Schedule “A”), (2) in the case of Subscription Receipt held through the Book-Entry Only System, in accordance with Applicable Procedures prescribed by the Depository under the Book-Entry Only System; (3) in the case of Uncertificated Subscription Receipts, surrendering to the Subscription Receipt Agent at the Subscription Receipt Agency, instruction from the holder in form reasonably satisfactory to the Subscription Receipt Agent); and (4) upon compliance with:
 - (i) the conditions herein;
 - (ii) such reasonable requirements as the Subscription Receipt Agent may prescribe; and
 - (iii) all applicable securities legislation and requirements of regulatory authorities;

and such transfer shall be duly noted in such register by the Subscription Receipt Agent. Upon compliance with such requirements, the Subscription Receipt Agent shall issue to the transferee of a Certificated Subscription Receipt, a Subscription Receipt Certificate, and to the transferee of an Uncertificated Subscription Receipt, an Uncertificated Subscription Receipt (or it shall Authenticate and deliver a Certificated Subscription Receipt instead, upon request), representing the Subscription Receipts transferred and the transferee of a Subscription Receipt held through the Book-Entry Only System shall be recorded through the relevant Participant in accordance with the Book-Entry Only System as the entitlement holder in respect of such Subscription Receipts. Transfers within the systems of the Depository are not the responsibility of the Subscription Receipt Agent and will not be noted on the register maintained by the Subscription Receipt Agent.

- (c) Certain Transfers by Persons in the United States or U.S. Persons: The Subscription Receipts, and the Subscription Receipt Shares issuable upon conversion thereof,

have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States. Accordingly, if a Subscription Receipt Certificate tendered for transfer bears the legend set forth in Section **Error! Reference source not found.**(ii), the Subscription Receipt Agent shall not register such transfer unless the transferor has provided the Subscription Receipt Agent with the Subscription Receipt Certificate and: (A) the transfer is made to the Company; (B) the transfer is made outside the United States in compliance with Rule 904 of Regulation S, and a declaration to the effect attached hereto as Schedule “D” (or in such other form as the Company may from time to time prescribe), is delivered to the Subscription Receipt Agent, and if required by the Subscription Receipt Agent, the transferor provides an opinion of counsel of recognized standing, reasonably satisfactory in form and substance to the Company and the Subscription Receipt Agent to the effect that such transfer is being made in compliance with Rule 904 of Regulation S; (C) the transfer is made in accordance with Rule 144 under the U.S. Securities Act, if available, and in compliance with any applicable U.S. state securities laws, and the transferor provides an opinion of counsel of recognized standing, reasonably satisfactory in form and substance to the Company and the Subscription Receipt Agent to the effect that such transfer is being made in compliance with Rule 144; or (D) with the prior written consent of the Company, the transfer is made pursuant to another exemption from registration under the U.S. Securities Act, and the transferor provides an opinion of counsel of recognized standing, reasonably satisfactory in form and substance to the Company and the Subscription Receipt Agent, to the effect that such transfer does not require registration under the U.S. Securities Act.

- (d) The Subscription Receipt Agent shall be entitled to request any other documents that it may require in accordance with its internal policies for the removal of the legend set forth above.

Subject to the provisions of this Agreement, Applicable Legislation and applicable law, the Subscription Receiptholder shall be entitled to the rights and privileges attaching to the Subscription Receipts, and the issue of Subscription Receipt Shares by the Company upon the exercise of Subscription Receipts in accordance with the terms and conditions herein contained shall discharge all responsibilities of the Company and the Subscription Receipt Agent with respect to such Subscription Receipts and neither the Company nor the Subscription Receipt Agent shall be bound to inquire into the title of any such holder.

- (e) No Notice of Trusts: Subject to Applicable Legislation, neither the Company nor the Subscription Receipt Agent will be bound to take notice of or see to the execution of any trust, whether express, implied or constructive, in respect of any Subscription Receipt.
- (f) Inspection: The registers referred to in Section 1.1(a) hereof, and any branch register maintained pursuant to Section 1.1(g) hereof, will at all reasonable times be open for inspection by the Company and any Subscription Receiptholder. The Subscription Receipt Agent will from time to time when requested to do so in

writing by the Company or any Subscription Receiptholder (upon payment of the reasonable charges of the Subscription Receipt Agent) furnish the Company or such Subscription Receiptholder with a list of the names and addresses of holders of Subscription Receipts entered on such registers and showing the number of Subscription Receipts held by each such holder.

- (g) Location of Registers: The Company may at any time and from time to time change the place at which the register referred to in Section 1.1(a) hereof is kept and/or cause branch registers of holders to be kept, in each case subject to the approval of the Subscription Receipt Agent, at other places and close such branch registers or change the place at which such branch registers are kept. Notice of all such changes or closures shall be given by the Company to the Subscription Receipt Agent and to the holders of Subscription Receipts in accordance with Section **Error! Reference source not found.** and Section **Error! Reference source not found.** hereof.

3.2 Exchange of Subscription Receipt Certificates

- (a) Any one or more Subscription Receipt Certificates representing any number of Subscription Receipts may, upon compliance with the reasonable requirements of the Subscription Receipt Agent, acting reasonably, and at any time prior to the close of business on the earlier of the Escrow Release Date and the Termination Date, be exchanged for one or more other Subscription Receipt Certificates of different denominations, bearing the same legends, representing the same aggregate number of Subscription Receipts as represented by the Subscription Receipt Certificate or Subscription Receipt Certificates so exchanged. The Company shall issue and the Subscription Receipt Agent shall countersign all Subscription Receipt Certificates necessary to carry out exchanges as aforesaid.
- (b) Subscription Receipt Certificates may be exchanged only at the Subscription Receipt Agency, subject to the office of the Subscription Receipt Agent being open to the public at such time, or at any other place that is designated by the Company with the approval of the Subscription Receipt Agent. Any Subscription Receipt Certificate tendered for exchange shall be cancelled and surrendered by the Subscription Receipt Agent.

3.3 Charges for Exchange or Transfer

No charge will be levied on a presenter of a Subscription Receipt Certificate pursuant to this Agreement for the exchange or transfer of any Subscription Receipt Certificate.

3.4 Ownership of Subscription Receipts

- (a) Owner: The Company and the Subscription Receipt Agent may deem and treat the Person in whose name any Subscription Receipt is registered as the absolute owner of such Subscription Receipt for all purposes, and such person will for all purposes of this Agreement be and be deemed to be the absolute owner thereof, and the Company and the Subscription Receipt Agent will not be affected by any notice or

knowledge to the contrary except as required by statute or by order of a court of competent jurisdiction.

- (b) Rights of Registered Holder: The registered holder of any Subscription Receipt will be entitled to the rights represented thereby free from all equities and rights of set-off or counterclaim between the Company and the original or any intermediate holder thereof and all persons may act accordingly, and the issue and delivery to any such registered holder of Subscription Receipt Shares issuable pursuant thereto (or the payment of amounts payable in respect thereof pursuant to Section 2.2(b) hereof) will be a good discharge to the Company and the Subscription Receipt Agent therefor and neither the Company nor the Subscription Receipt Agent will be bound to inquire into the title of any such registered holder.

ARTICLE 4— CONVERSION OF SUBSCRIPTION RECEIPTS

4.1 Notice of Satisfaction of Escrow Conditions

Upon the Company and the Lead Agent, on behalf of the Agents, being satisfied that the Escrow Release Conditions (other than as set out in (vii) of the definition of “Escrow Release Conditions”) have been satisfied (or waived in accordance with the terms of this Agreement) on or before the Escrow Release Deadline, the Company and the Lead Agent shall deliver to the Subscription Receipt Agent a Release Notice in the form attached as Schedule “B” by email, facsimile or courier to the address of the Subscription Receipt Agent set out in Section 12.1 and, upon receipt of the Release Notice by the Subscription Receipt Agent, the Subscription Receipt Agent will take the actions and comply with the requirements set forth in Section 7.3 and the Subscription Receipts shall be converted pursuant to Section 4.2(a).

Prior to the delivery of the Release Notice, the Chief Executive Officer and Chief Financial Officer of the Company (or such other officers as may be acceptable to the Lead Agent) shall certify to the Agents that the Escrow Release Conditions (other than that set out in (vii) of the definition of “Escrow Release Conditions” set forth herein) have been satisfied.

4.2 Conversion of Subscription Receipts by the Subscription Receipt Agent upon receipt of Release Notice

- (a) Conversion by Subscription Receipt Agent: Immediately, and upon receipt of the Release Notice by the Subscription Receipt Agent, all Subscription Receipts will be automatically converted by the Subscription Receipt Agent on the Release Date for and on behalf of the holder thereof and the holder thereof shall, without any action on the part of the holder thereof (including the surrender of any Subscription Receipt Certificate or deemed surrender of any Uncertificated Subscription Receipts), be deemed to have subscribed for the corresponding number of Subscription Receipt Shares issuable upon the conversion of such Subscription Receipts.
- (b) Conversion of Uncertificated Subscription Receipts: In the case of Uncertificated Subscription Receipts and CDS Subscription Receipts, the Company will direct the Depository to cause to be entered and issued, as the case may be, to the person or

persons in whose name or names the Subscription Receipt Shares have been issued, a book entry only system customer confirmation. Notwithstanding the foregoing, the Subscription Receipt Shares will, upon its receipt of a written direction from the Agents that the Subscription Receipt Shares issuable on the conversion of Subscription Receipts are to be represented by a CDS Subscription Receipt issued to and registered in the name of the Depository or its nominee pursuant to the terms hereof, direct the Subscription Receipt Agent to issue such a certificate or other instrument representing such Subscription Receipt Shares registered in the name of and deposited with the Depository, in which case the Company will direct the Depository to cause to be entered and issued, as the case may be, to the person or persons whose name or names such Subscription Receipt Shares have been issued, a book entry only system customer confirmation. After the conversion contemplated above, Subscription Receipt Certificates will represent only the right of the registered holder thereof to receive the Subscription Receipt Shares to be issued upon conversion.

- (c) Rights on Conversion: The holder of any Subscription Receipt converted pursuant to Section 4.2(a) hereof shall have no rights hereunder except to be issued Subscription Receipt Shares upon the conversion of the Subscription Receipts.
- (d) Direction of Subscription Receipt Agent: The parties hereby irrevocably authorize and direct the Subscription Receipt Agent to convert the Subscription Receipts pursuant to Section 4.2(a) hereof upon receipt of the Release Notice.

4.3 Securities Restrictions

Notwithstanding anything herein contained, Subscription Receipt Shares will only be issued hereunder in compliance with the securities laws of any applicable jurisdiction.

4.4 Effect of Conversion

Upon the conversion of any Subscription Receipts in accordance with this 3.4(a), the Subscription Receipt Shares will be deemed to be issued effective immediately on the Escrow Release Date and the person or persons to whom Subscription Receipt Shares are to be issued will be the holder of record thereof, on the Escrow Release Date unless the transfer register for the Subscription Receipt Shares, is closed on that date, in which case such Subscription Receipt Shares will be deemed to have been issued and such person or persons will become the holder of record thereof on the date on which such transfer registers are reopened, and such Subscription Receipt Shares will be issued thereafter on the basis of the number of Subscription Receipt Shares to which such person or persons were entitled on the Escrow Release Date.

4.5 Fractions

Notwithstanding anything herein contained, including any adjustment provided for in Article 5, the Company shall not be required, upon the deemed conversion of any Subscription Receipts, to issue fractions of Subscription Receipt Shares. Any fractional Subscription Receipt Shares to which a Subscription Receiptholder is entitled upon conversion or deemed conversion of Subscription Receipts shall be aggregated to form whole Subscription Receipt Shares with any remaining

fractional Subscription Receipt Shares rounded down to a whole Subscription Receipt Share. No cash payments will be made in lieu of fractional Subscription Receipt Shares.

4.6 Recording

The Company will record (or cause to be recorded) the name and address of each person to whom Subscription Receipt Shares are issued, the number of such securities so issued on the Escrow Release Date.

4.7 Expiration of Subscription Receipts

All rights under any Subscription Receipt shall wholly cease and terminate and the Subscription Receipts shall be void and of no effect on the Termination Date.

4.8 Legends for Subscription Receipt Shares

- (a) Global Certificates representing the Subscription Receipt Shares issued upon conversion of Subscription Receipts that had been issued to the Depository pursuant to the Offering shall bear the legend set forth in Section 2.9(a)(iii) herein.
- (b) Each Subscription Receipt Share issued upon the conversion of the Subscription Receipts to a U.S. Subscription Receiptholder, as well as all such securities issued in exchange for or in substitution of such Subscription Receipt Share, must be issued in certificated form and shall bear a legend substantially in the following form:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, (C) PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 THEREUNDER, IF AVAILABLE, OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES; AND IN THE CASE OF (C)(I) OR (D), THE HOLDER HAS PRIOR TO SUCH SALE FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE “GOOD DELIVERY” IN SETTLEMENT OF TRANSACTIONS

ON STOCK EXCHANGES IN CANADA.”;

provided that if any Subscription Receipt Shares are being sold under clause (B) above, the above legend may be removed by providing a duly completed and executed copy of a declaration to the Company substantially in the form of Schedule “D” hereto (or as the Company may prescribe from time to time), together with such other evidence (which may include, without limitation, an opinion of counsel in form and substance satisfactory to the Company and the transfer agent for the Common Shares) as the Company and/or the transfer agent may from time to time prescribe, to the effect that the sale of such securities is being made in compliance with Rule 904 of Regulation S; provided further, that if any such Subscription Receipt Shares are being sold pursuant to Rule 144 under the U.S. Securities Act, if available, the above legend may be removed by delivery to the Company and the transfer agent of an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the transfer agent, to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act.

ARTICLE 5 – ADJUSTMENT OF NUMBER OF COMMON SHARES

5.1 Definitions

In this Article 5, references to “record date” refer to the particular time on such relevant date stipulated for such event and otherwise refer to 5:00 p.m. (Toronto time) on such date.

5.2 Adjustment

The rights attached to the Subscription Receipts are subject to adjustment from time to time in the events and in the manner provided as follows:

- (a) Share Reorganization. If at any time after the issuance of the Subscription Receipts and before the Escrow Release Date, the Company:
 - (i) subdivides, re-divides or changes its outstanding Common Shares into a greater number of Common Shares;
 - (ii) reduces, combines, consolidates or changes its outstanding Common Shares into a lesser number of Common Shares; or
 - (iii) issues to all or substantially all the holders of Common Shares by way of a stock distribution, stock dividend or otherwise, Common Shares or convertible securities,

(any of such events in paragraphs 5.2(a)(i), 5.2(a)(ii) and 5.2(a)(iii) being herein called a “**Share Reorganization**”), then the number of Subscription Receipt Shares issuable pursuant to each Subscription Receipt will be adjusted as of the record date at which the holders of the Common Shares are determined for the purpose of the Share Reorganization by multiplying the number of Subscription Receipt Shares

issuable pursuant to each Subscription Receipt, theretofore obtainable immediately prior to such record date by a fraction, the numerator of which will be the number of Common Shares outstanding on the record date after giving effect to the Share Reorganization and the denominator of which will be the number of Common Shares outstanding on the record date before giving effect to the Share Reorganization.

For the purposes of determining the number of Common Shares outstanding at any particular time for the purpose of this Section 5.2(a), there shall be included that number of Common Shares which would have resulted from the conversion at that time of any such convertible securities issued to all or substantially all the holders of the Common Shares.

- (b) Capital Reorganization. If at any time after the issuance of the Subscription Receipts and before the Escrow Release Date there is a reclassification of Common Shares or a change of the Common Shares (other than through a Share Reorganization) into other securities or property, or a consolidation, amalgamation, arrangement or merger of the Company (including a business combination or exchange of like effect) with or into any corporation or other entity (other than a consolidation, amalgamation, arrangement or merger which does not result in any reclassification of the outstanding Common Shares or a change of the Common Shares into other securities or property), or a transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another entity, or a record date for any of the foregoing events occurs (any of such events being herein called a “**Capital Reorganization**”), any Receiptholder who is entitled to acquire Subscription Receipt Shares issuable upon conversion of the Subscription Receipts after the record date or effective date of such Capital Reorganization will be entitled to receive, and will accept, in lieu of the number of Subscription Receipt Shares to which such Receiptholder was theretofore entitled, the aggregate number of securities or property of the Company, or the continuing, successor or purchasing person, as the case may be, under the Capital Reorganization which such Receiptholder would have been entitled to receive as a result of such Capital Reorganization if, on the effective date of such Capital Reorganization, the Receiptholder had been the registered holder of the number of Subscription Receipt Shares to which such Receiptholder was then entitled pursuant to the Subscription Receipts. No such Capital Reorganization shall be carried into effect unless all necessary steps shall have been taken so that the holders of Subscription Receipts shall thereafter be entitled to receive such number of Common Shares or other securities or property of the Company or of the continuing, successor or purchasing person, as the case may be, under the Capital Reorganization, subject to adjustment thereafter in accordance with provisions the same, as nearly as may be possible, as those contained in this Section and in Section 5.2. If determined appropriate by the Company, acting reasonably, appropriate adjustments will be made as a result of any such Capital Reorganization in the application of the provisions set forth in this Article 5 with respect to the rights and interests thereafter of the Receiptholders to the extent that the provisions set forth in this Article 5 will thereafter correspondingly be made applicable as nearly as may be reasonable in relation to

any securities or property thereafter deliverable upon the exercise of any Subscription Receipt. Any such adjustments will be made by and set forth in terms and conditions supplemental hereto approved by the Company, acting reasonably, and, absent manifest error, will for all purposes be conclusively deemed to be the appropriate adjustment.

- (c) Special Distributions. If at any time after the issuance of the Subscription Receipts and before the Escrow Release Date, the Company issues or distributes to the holders of all or substantially all of the outstanding Common Shares, securities of the Company, including rights, options or warrants to acquire Common Shares or securities convertible into or exchangeable for Common Shares or property or assets, including evidences of indebtedness, other than dividends or distributions paid in the ordinary course and other than as a result of a Share Reorganization or a Capital Reorganization, or a record date for any of the foregoing events occurs, there will be an appropriate adjustment in the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts to be issued at the Escrow Release Date in accordance with this Article 5, for the same aggregate consideration payable, if any, in addition to the number of Subscription Receipt Shares to which such Receiptholder was theretofore entitled, the Receiptholder will be entitled to receive from the Company such securities, property or assets as if, on the record date at which holders of Common Shares are determined for the purpose thereof, such Receiptholder had been the registered holder of the number of Subscription Receipt Shares to which the Receiptholder was then entitled.

5.3 Adjustment Rules

The following rules and procedures shall be applicable to adjustments made pursuant to Section 5.2:

- (a) The adjustments provided for in this Article 5 are cumulative and, subject to Section 5.3(b), shall apply (without duplication) to successive issues, subdivisions, combinations, consolidations, changes, distributions and any other events that require adjustment of the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts or the number or kind of securities or property issuable hereunder.
- (b) No adjustment in the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts shall be required unless the adjustment would result in a change of at least 0.01% of the number of such Subscription Receipt Shares to be issued, provided, however, that any adjustments that, except for the provisions of this Section would otherwise have been required to be made, shall be carried forward and taken into account in any subsequent adjustment.
- (c) No adjustment in the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts shall be made in respect of any events described in Article 5 if the holders of the Subscription Receipts are entitled to participate in the events on the same terms, *mutatis mutandis*, as if their

Subscription Receipts had been automatically converted immediately prior to the effective date or record date of the events.

- (d) If the Company shall set a record date to determine the holders of Common Shares for the purpose of entitling them to receive any distribution or any subscription or purchase rights in accordance with Article 5 and shall, thereafter, legally abandon its plans to pay or deliver the distribution or subscription or purchase rights, then no adjustment in the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts shall be required by reason of the setting of the record date.

5.4 No Adjustment for Stock Options etc.

Notwithstanding anything in this Article 5, no adjustment shall be made in the Proposed Transaction rights attached to the Subscription Receipts if the issue of Common Shares is being made pursuant to this Agreement or pursuant to any stock option or stock purchase plan in force from time to time for directors, officers or employees of the Company and any such issue shall be deemed not to be a Share Reorganization or a Special Distribution.

5.5 Determination by Company's Auditors

If questions or a dispute shall at any time arise with respect to adjustments of the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts, the questions or dispute shall be conclusively determined by the Company's external auditors or, if they are unable or unwilling to act, by such firm of independent chartered accountants as may be selected by the directors of the Company and any such determination shall, absent manifest error, be binding upon the Company, the Subscription Receipt Agent and all Receiptholders

5.6 Proceedings Prior to Any Action Requiring Adjustment

In case the Company, after the date hereof and prior to the conversion of the Subscription Receipts, shall take any action affecting the Common Shares, other than any action described in this Article 5, which, in the reasonable opinion of the directors of the Company, would materially affect the rights of the Receiptholders and/or the rights attached to the Subscription Receipts, then the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts shall be adjusted in such manner, if any, and at such time as the directors of the Company may, in their discretion, reasonably determine to be equitable to the Receiptholders in such circumstances.

5.7 Action Requiring Adjustment; Certificate of Adjustment

- (a) Promptly upon the occurrence of the earlier of the effective date of or the record date for any event referred to in Section 5.2 or Section 5.3 that requires an adjustment in the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts, the Company shall:
 - (i) file with the Subscription Receipt Agent a certificate of the Company specifying the particulars of the event and, if determinable, the adjustment

and computation of the adjustment and the Subscription Receipt Agent may act and rely absolutely on the certificate of the Company; and

- (ii) give notice to the Subscription Receiptholders of the particulars of the event and, if determinable, the adjustment.
- (b) If notice has been given under Section 5.7(a) and the adjustment is not then determinable, the Company shall promptly, after the adjustment is determinable:
 - (i) file with the Subscription Receipt Agent a computation of the adjustment; and
 - (ii) give notice to the Subscription Receiptholders of the adjustment.

5.8 Notice of Special Matters

The Company covenants with the Subscription Receipt Agent that, so long as any Subscription Receipt remains outstanding, it will give notice to the Subscription Receipt Agent and to the Subscription Receiptholders of its intention to fix the record date for any event referred to in Section 5.2(a), Section 5.2(b), or Section 5.2(c) which may give rise to an adjustment in the number of Subscription Receipt Shares issuable upon conversion of the Subscription Receipts. Such notice shall specify the particulars of such event and the record date for such event, provided that the Company shall only be required to specify in the notice such particulars of the event as shall have been fixed and determined on the date on which the notice is given. The notice shall be given in each case not less than 14 days prior to such applicable record date.

5.9 Protection of Subscription Receipt Agent

The Subscription Receipt Agent:

- (a) shall not at any time be under any duty or responsibility to any Subscription Receiptholder to determine whether any facts exist which may require any adjustment contemplated by Section 5.2, or with respect to the nature or extent of any such adjustment when made or the method employed in making such adjustment;
- (b) shall not be accountable with respect to the validity or value (or the kind or amount) of any Subscription Receipt Shares or other shares or other securities or property which may at any time be issued or delivered upon the exercise of the rights attaching to any Subscription Receipt;
- (c) shall not be responsible for any failure of the Company to issue, transfer or deliver Subscription Receipt Shares or certificates representing Subscription Receipts or to comply with any of the covenants contained in this Article 5;
- (d) shall not incur any liability or responsibility whatsoever or be in any way responsible for the consequences of any breach on the part of the Company of any

of the representations, warranties or covenants herein contained or of any acts of the agents of the Company; and

- (e) shall be entitled to act and rely upon the certificates of the Company or of the auditor of the Company and any other documents filed by the Company pursuant to Section **Error! Reference source not found.**

ARTICLE 6 – RIGHTS AND COVENANTS OF THE COMPANY

6.1 Optional Purchases by the Company

Subject to applicable Securities Law, the Company may from time to time purchase by private contract or otherwise any of the Subscription Receipts issued by it. Any Subscription Receipt Certificates representing the Subscription Receipts purchased pursuant to this Section 6.1 shall forthwith be delivered to and cancelled by the Subscription Receipt Agent and any Uncertificated Subscription Receipts will be deemed to be cancelled by the Subscription Receipt Agent and no Subscription Receipts shall be issued in replacement thereof.

6.2 General Covenants

- (a) So long as any Subscription Receipts remain outstanding the Company represents warrants and covenants with the Subscription Receipt Agent, the Lead Agent, and the Subscription Receiptholder as follows:
- (a) Maintenance: Other than in connection with the Proposed Transaction, the Company will use its commercially reasonable efforts to at all times maintain its corporate existence, carry on and conduct its business, and that of its material subsidiaries, in a proper, efficient and business with generally accepted accounting principles.
- (b) Reservation of Common Shares: The Company will reserve and conditionally allot for the purpose and keep available sufficient unissued Common Shares to enable it to satisfy its obligations on the conversion of the Subscription Receipts.
- (c) Issue of Subscription Receipt Shares: The Company will cause the Subscription Receipt Shares to be issued pursuant to the conversion of the Subscription Receipts to be issued as fully-paid and non-assessable Common Shares in the capital of the Company.
- (d) Open Registers: The Company will cause the Subscription Receipt Agent to keep open the registers of holders referred to in Section **Error! Reference source not found.** hereof as required by such section and will not take any action or omit to take any action which would have the effect of preventing the Subscription Receiptholders from receiving any of the Subscription Receipt Shares issued upon conversion of the Subscription Receipts.

- (e) Filings: The Company will make all requisite filings, including filings with appropriate securities commissions in connection with the conversion of the Subscription Receipts and the issue of the Subscription Receipt Shares.
- (f) Notice of Termination: In the event that (i) the Company delivers the Termination Notice, or (ii) if the Release Notice has not been provided in accordance with the provisions hereof on or prior to the Escrow Release Deadline, the Company shall send or cause to be sent to each holder of Subscription Receipts written notice advising of that fact and each holder of Subscription Receipts shall receive that amount equal to the original Subscription Price therefor plus the holder's *pro rata* share of Subscription Receipt Interest, if any, on such amount (less any applicable withholding tax thereon) and such notice shall be sent within three Business Days after the Termination Date.
- (g) Record Dates: The Company shall provide at least fourteen Business Days written notice to each holder of Subscription Receipts of any record date to be set or declared by the Corporation with respect to any meeting or written resolution of holders of Common Shares.
- (h) General Performance: Generally, the Company will perform and carry out all acts and things to be done by it as provided in this Agreement or in order to consummate the transactions contemplated hereby.
- (i) Notices: Any notices or deliveries required to be provided to holders of Subscription Receipts hereunder shall be sent by prepaid mail or delivery to each holder of Subscription Receipts at the address of such holder appearing on the register of Subscription Receipts maintained hereunder.

6.3 Subscription Receipt Agent's Remuneration and Expenses

The Company covenants that it will pay to the Subscription Receipt Agent from time to time reasonable remuneration for its services hereunder and will pay or reimburse the Subscription Receipt Agent upon its request for all reasonable expenses, disbursements and advances incurred or made by the Subscription Receipt Agent in the administration or execution of the trusts hereby created (including the reasonable compensation and the disbursements of its Counsel and all other advisers and assistants not regularly in its employ) both before any default hereunder and thereafter until all duties of the Subscription Receipt Agent hereunder shall be finally and fully performed. Any amount owing hereunder and remaining unpaid after 30 days from the invoice date will bear interest at the then current rate charged by the Subscription Receipt Agent against unpaid invoices and shall be payable upon demand. This Section 6.3 shall survive the resignation of the Subscription Receipt Agent and/or the termination of this Agreement.

6.4 Securities Qualification Requirements

- (a) If, in the opinion of Counsel, any instrument (not including a prospectus) is required to be filed with, or any permission is required to be obtained from the Securities Commissions or the TSX-V or any other step is required under the laws of the Selling Jurisdictions before any Subscription Receipt Shares which a Subscription

Receipholder is entitled to acquire pursuant to the deemed conversion of any Subscription Receipt may properly and legally be issued upon deemed conversion thereof and thereafter traded, without further formality or restriction, the Company covenants that it will take such required action.

- (b) The Company or, if required by the Company, the Subscription Receipt Agent will give notice of the issue of Subscription Receipt Shares pursuant to the deemed conversion of Subscription Receipts, in such detail as may be required, to the Securities Commissions and the TSX-V.

6.5 Performance of Covenants by Subscription Receipt Agent

If the Company fails to perform any of the obligations thereof under this Agreement, the Subscription Receipt Agent may notify the Subscription Receipholders of such failure or may itself perform any of such obligations capable of being performed by the Subscription Receipt Agent, and the Subscription Receipt Agent will notify the Subscription Receipholders that it is so doing. All amounts expended or advanced by the Subscription Receipt Agent in so doing will be repayable as provided in Section 6.5 hereof. No such performance, expenditure or advance by the Subscription Receipt Agent will relieve the Company of any default or of its continuing obligations hereunder.

ARTICLE 7 – DEPOSIT OF PROCEEDS AND CANCELLATION OF SUBSCRIPTION RECEIPTS

7.1 Initial Escrowed Funds and Distribution Amounts

The Company shall direct that the Lead Agent, on behalf of the Agents, deliver the Initial Escrowed Funds to the Subscription Receipt Agent on the Closing Date by way of certified cheque, bank draft, or electronic wire transfer. The Subscription Receipt Agent shall immediately place such funds in a segregated account in this accordance with the provisions of this Article 7. The Company acknowledges and agrees that it is a condition of the payment by the holders of Subscription Receipts of the Subscription Price therefore that the Initial Escrowed Funds are held by the Subscription Receipt Agent in accordance with the provisions of this Article 7. The Company further acknowledges and confirms that it has no interest in the Escrowed Funds unless and until the Release Notice is delivered to the Subscription Receipt Agent. The Subscription Receipt Agent shall retain the Escrowed Funds for the benefit of the holders of the Subscription Receipts and, upon the delivery of the Release Notice to the Subscription Receipt Agent, retroactively for the benefit of the Company in accordance with the provisions of this Article 7.

7.2 Investment of Escrowed Funds

- (a) Until released in accordance with this Agreement, the Escrowed Funds shall be recorded in the segregated internal trust account records of the Subscription Receipt Agent, which account record shall be designated in the name of “Pecoy Copper Limited”, and the Escrowed Funds shall be deposited in one or more trust accounts to be maintained by the Subscription Receipt Agent at one or more of the banks listed in Subsection (b)7.2(c) (each such bank, an “**Approved Bank**”). Of the amount of interest, if any, earned by the Subscription Receipt Agent on such deposited

monies, the Subscription Receipt Agent shall credit to the Escrowed Funds an amount that is equal to 0.35% less than the target overnight rate of interest announced from time to time by The Bank of Canada, converted to a daily rate, and applied to the Escrowed Funds, calculated daily (“**Subscription Receipt Interest**”). Such calculated amount shall be credited by the Subscription Receipt Agent to the Escrowed Funds within three (3) Business Days of each month-end. The Subscription Receipt Agent may retain the remaining amount of interest, if any, that was earned on such deposited monies for its own use and benefit. Notwithstanding the foregoing, (i) in no event will the Subscription Receipt Agent be obligated to pay or credit any amount on account of interest that exceeds the amount of interest earned from the Approved Bank(s) on the Escrowed Funds, as determined by the Subscription Receipt Agent; and (ii) if an account at any Approved Bank into which the Escrowed Funds or any part thereof has been deposited bears a negative interest rate or there is otherwise any fee or other charge assessed on the account or in respect of the amount of cash on deposit, the cost, as determined by the Subscription Receipt Agent, shall be deducted from the Escrowed Funds.

- (b) All amounts held by the Subscription Receipt Agent pursuant to this Agreement shall be held by the Subscription Receipt Agent for the benefit of the Subscription Receiptholders and the delivery of the Initial Escrowed Funds to the Subscription Receipt Agent shall not give rise to a debtor-creditor or other similar relationship. The amounts held by the Subscription Receipt Agent pursuant to this Agreement are the sole risk of the Subscription Receiptholders and, without limiting the generality of the foregoing, the Subscription Receipt Agent shall have no responsibility or liability for any diminution of the Escrowed Funds which may result from any deposit made with an Approved Bank pursuant to this Section 7.2, including any losses resulting from a default by the Approved Bank or other credit losses (whether or not resulting from such a default) and any credit or other losses on any deposit liquidated or sold prior to maturity. The Company acknowledges and agrees that the Subscription Receipt Agent acts prudently in depositing the Escrowed Funds at any Approved Bank, and that the Subscription Receipt Agent is not required to make any further inquiries in respect of any such bank.

At any time and from time to time, the Company shall be entitled to direct the Subscription Receipt Agent by written notice (a) not to deposit any new amounts in any Approved Bank specified in the notice, and/or (b) to withdraw all or any of the Escrowed Funds that may then be deposited with any Approved Bank specified in the notice and re-deposit such amount with one or more of such other Approved Banks as specified in the notice. With respect to any withdrawal notice, the Subscription Receipt Agent will endeavor to withdraw such amount specified in the notice as soon as reasonably practicable and the Company acknowledges and agrees that such specified amount remains at the sole risk of the Subscription Receiptholders prior to and after such withdrawal.

For tax reporting purposes, all Subscription Receipt Interest earned from the investment of the Initial Escrow Funds in any tax year shall (i) to the extent such Subscription Receipt Interest is distributed by the Subscription Receipt Agent to

any person or entity pursuant to the terms of this Agreement during such tax year, be allocated to such person or entity, and (ii) otherwise be allocated to the Company in the taxation year that it was earned, notwithstanding that no such amount has been distributed. The Subscription Receiptholders and Company agree to provide the Subscription Receipt Agent with their certified tax identification numbers and others forms, documents and information that the Subscription Receipt Agent may request in order to fulfill any tax reporting function.

(c) The Approved Banks include the following:

Bank	Relevant S&P Issuer Credit Rating (as at July 2nd, 2025)
Bank of America NA	A+
Bank of Montreal	A+
The Bank of Nova Scotia	A+
Bank of Scotland	A+
Bank of Tokyo-Mitsubishi UFJ	A
BNP Paribas	A+
Canadian Imperial Bank of Commerce	A+
Citibank NA	A+
National Bank of Canada	A+
Royal Bank of Canada	AA-
Societe Generale (Canada Branch)	A
The Toronto-Dominion Bank	A+

7.3 Release of Escrowed Funds

The Subscription Receipt Agent shall release the Escrowed Funds as follows:

- (a) In the event that the Release Notice is delivered to the Subscription Receipt Agent prior to the Release Deadline:
 - (i) release within one Business Day, an amount equal to the balance of the Agents' Fee and any Subscription Receipt Interest thereon and any reasonable expenses incurred by the Agents in connection with the Offering and not already paid by the Company, to the Lead Agent on behalf of the Agents; and
 - (ii) the balance of the Escrowed Funds to the Company, less an amount payable to the Subscription Receipt Agent equal to its reasonable fees for services rendered and disbursements incurred.

- (b) In the event that a Termination Notice is delivered to the Subscription Receipt Agent or in the event that the Release Notice has not been received by the Subscription Receipt Agent prior to the Escrow Release Deadline, the Subscription Receipt Agent shall pay to Subscription Receiptholders, their *pro rata* share of the Escrowed Funds, including any Subscription Receipt Interest earned thereon less any withholding tax required to be withheld in respect thereof, to holders of Subscription Receipts and the Subscription Receipt Agent shall, within three Business Days of the Termination Date, mail or deliver, or cause to be mailed or delivered, to the Subscription Receiptholders a cheque in the amount payable at the address on the register of holders of Subscription Receipts. The Company shall concurrently pay to Subscription Receiptholders any difference between the amount of the Subscription Receiptholders *pro rata* share of the Escrowed Funds and the aggregate Subscription Price of the Subscription Receipts held by them.

7.4 Escrowed Funds Held in Trust

In addition to the other rights granted to holders of Subscription Receipts in this Agreement, until the earlier of the Termination Date and the Escrow Release Date, each holder of Subscription Receipts has a claim against the Escrowed Funds held by the Subscription Receipt Agent and against the Company, in the amount equal to the Subscription Price for each Subscription Receipt held by such holder, which claim shall subsist until such time as the Subscription Receipt Shares issuable upon the conversion of such Subscription Receipts are issued or such amount is paid in full. In the event that, prior to the earlier of the Termination Date and the first Business Day following the Escrow Release Date, the Company (i) makes a general assignment for the benefit of creditors or any proceeding is instituted by the Company seeking relief on behalf thereof as a debtor, or to adjudicate the Company a bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition of the Company or the debts of the Company under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, receiver and manager, trustee, custodian or similar official for the Company or any substantial part of the property and assets the Company or the Company takes any corporate action to authorize any of the actions set forth above, or (ii) the Company shall be declared bankrupt, or a receiver, receiver and manager, trustee, custodian or similar official is appointed for the Company or any substantial part of its property and assets the Company or an encumbrancer shall legally take possession of any substantial part of the property or assets of the Company or a distress or execution or any similar process is levied or enforced against such property and assets and remains unsatisfied for such period as would permit such property or such part thereof to be sold thereunder, the right of each holder of Subscription Receipts to be issued Subscription Receipt Shares upon the conversion of the Subscription Receipts of such holder will terminate and such holder will be entitled to assert a claim against the Escrowed Funds held by the Subscription Receipt Agent and against the Company for any shortfall, in an amount equal to the Subscription Price for each Subscription Receipt held by such holder plus Subscription Receipt Interest earned thereon less any withholding tax required to be withheld in respect thereof.

7.5 Representation Regarding Third Party Interests

Each party to this Agreement (in this Section 7.5 referred to as a “**representing party**”) hereby represents to the Subscription Receipt Agent that any account to be opened by, or interest to be

held by, the Subscription Receipt Agent in connection with this Agreement, for or to the credit of such representing party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case such representing party hereby agrees to complete, execute and deliver forthwith to the Subscription Receipt Agent a declaration of third party interest in the Subscription Receipt Agent's prescribed form in accordance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* and the regulations thereto, or in such other form as may be satisfactory to it, as to the particulars of such third party.

ARTICLE 8– ENFORCEMENT

8.1 Suits by the Subscription Receiptholders

All or any of the rights conferred upon any Subscription Receiptholder by any of the terms of the Subscription Receipt or of this Agreement, or of both, may be enforced by the Subscription Receiptholder by appropriate proceedings but without prejudice to the right which is hereby conferred upon Subscription Receipt Agent to proceed in its own name to enforce each and all of the provisions herein contained for the benefit of the Subscription Receiptholder. The Subscription Receipt Agent shall also have the power at any time and from time to time to institute and to maintain such suits and proceedings as it may reasonably be advised shall be necessary or advisable to preserve and protect its interests and the interests of Subscription Receiptholders.

8.2 Limitation of Liability

The obligations hereunder (including without limitation under Section 11.3) are not personally binding upon, nor shall resort hereunder be had to, the private property of any of the past, present or future directors or shareholders of the Company or any of the past, present or future officers, employees or agents of the Company, but only the property of the Company (or any successor person) shall be bound in respect hereof.

8.3 Waiver of Default

Upon the happening of any default hereunder:

- (a) the holders of not less than 50% of the Subscription Receipts plus one Subscription Receipt then outstanding shall have the power (in addition to the powers exercisable by Extraordinary Resolution) by requisition in writing to instruct the Subscription Receipt Agent to waive any default hereunder and the Subscription Receipt Agent shall thereupon waive the default upon such terms and conditions as shall be prescribed in such requisition; or
- (b) the Subscription Receipt Agent shall have the power to waive any default hereunder upon such terms and conditions as the Subscription Receipt Agent may deem advisable if, in the Subscription Receipt Agent's opinion, based on the advice of Counsel, the same shall have been cured or adequate provision made therefor;

provided that no delay or omission of the Subscription Receipt Agent or of the Subscription Receiptholder to exercise any right or power accruing upon any default shall impair any such right

or power or shall be construed to be a waiver of any such default or acquiescence therein and provided further that no act or omission either of the Subscription Receipt Agent or of the Subscription Receiptholder in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default hereunder of the rights resulting therefrom.

ARTICLE 9 – MEETINGS OF SUBSCRIPTION RECEIPTHOLDERS

9.1 Right to Convene Meetings

The Subscription Receipt Agent may at any time and from time to time, and shall on receipt of a written request of the Company or of a Subscription Receiptholders' Request and upon being indemnified and provided with security funding to its reasonable satisfaction by the Company or by the Subscription Receiptholders signing such Subscription Receiptholders' Request against the cost which may be incurred in connection with the calling and holding of such meeting, call and hold a meeting of the Subscription Receiptholders. In the event of the Subscription Receipt Agent failing to so call a meeting within seven (7) days after receipt of such written request of the Company or such Subscription Receiptholders' Request and indemnity and security given as aforesaid, the Company or such Subscription Receiptholders, as the case may be, may call and hold such meeting. Every such meeting shall be held in the City of Vancouver or by means of equipment enabling all participants to communicate directly with one another or at such other place as may be approved or determined by the Subscription Receipt Agent.

9.2 Notice

At least ten (10) Business Days' prior notice of any meeting of Subscription Receiptholders shall be given to the Subscription Receiptholders in the manner provided for in Section 12.2 and a copy of such notice shall be sent by mail to the Subscription Receipt Agent (unless the meeting has been called by the Subscription Receipt Agent) and to the Company (unless the meeting has been called by the Company). Such notice shall state the time when and the place where the meeting is to be held, shall state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Subscription Receiptholders to make a reasoned decision on the matter, but it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article 9. The notice convening any such meeting shall be signed by an appropriate authorized signatory of the Subscription Receipt Agent or the Company or by a representative of the Subscription Receiptholders, as the case may be.

9.3 Chair

An individual (who need not be a Subscription Receiptholder) designated in writing by the Subscription Receipt Agent shall be chair of the meeting and if no individual is so designated, or if the individual so designated is not present within 30 minutes from the time fixed for the holding of the meeting, the Subscription Receiptholders present in person or by proxy shall choose some individual present to be chair.

9.4 Quorum

Subject to the provisions of Section 9.11, at any meeting of the Subscription Receiptholders a

quorum shall consist of Subscription Receiptholders present in person or by proxy holding at least 10% of the aggregate number of the then outstanding Subscription Receipts, provided that at least two persons entitled to vote thereat are personally present or represented by proxy. If a quorum of the Subscription Receiptholders shall not be present within 30 minutes from the time fixed for holding any meeting, the meeting, if summoned by Subscription Receiptholders or on a Subscription Receiptholders' Request, shall be dissolved; but, subject to Section 9.11, in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day, in which case it shall be adjourned to the next following Business Day) at the same time and place and no notice of the adjournment need be given. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. At the adjourned meeting, the Subscription Receiptholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold at least 10% of the then outstanding Subscription Receipts. No business shall be transacted at any meeting unless a quorum is present at the commencement of business.

9.5 Power to Adjourn

The chair of any meeting at which a quorum of the Subscription Receiptholders is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

9.6 Show of Hands

Every question submitted to a meeting shall be decided in the first place by a majority of the votes given on a show of hands except that votes on an Extraordinary Resolution shall be given in the manner hereinafter provided. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chair that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

9.7 Poll and Voting

On every Extraordinary Resolution, and on any other question submitted to a meeting and after a vote by show of hands when demanded by the chair or by one or more of the Subscription Receiptholders acting in person or by proxy and holding in the aggregate at least 5% of the aggregate number of the then outstanding Subscription Receipts, a poll shall be taken in such manner as the chair shall direct. Questions other than those required to be determined by Extraordinary Resolution shall be decided by a majority of the votes cast on the poll.

On a show of hands, every person who is present and entitled to vote, whether as a Subscription Receiptholder or as proxy for one or more absent Subscription Receiptholders, or both, shall have one vote. On a poll, each Subscription Receiptholder present in person or represented by a proxy duly appointed by instrument in writing shall be entitled to one vote in respect of each Subscription Receipt then held or represented by it. A proxy need not be a Subscription Receiptholder. The chair of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of the Subscription Receipts, if any, held or represented by him but shall not be entitled to a casting

vote in the case of an equality of votes.

9.8 Regulations

The Subscription Receipt Agent, or the Company with the approval of the Subscription Receipt Agent, may from time to time make and from time to time vary such regulations as it shall think fit for:

- (a) the setting of a record date for a meeting for the purpose of determining the Subscription Receiptholders entitled to receive notice of and to vote at the meeting;
- (b) the form of the instrument appointing a proxy and the manner in which the form of proxy may be executed and deposited; and
- (c) generally for the calling of meetings of Subscription Receiptholders and the conduct of business thereat.

Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Save as such regulations may provide, the only persons who shall be recognized at any meeting as a Subscription Receiptholder, or be entitled to vote or be present at the meeting in respect thereof (subject to Section 9.9), shall be Subscription Receiptholders or their counsel, or proxies of Subscription Receiptholders.

9.9 Company, Agents and Subscription Receipt Agent May be Represented

The Company, the Agents and the Subscription Receipt Agent, by their respective directors and officers, as applicable, and counsel to the Company, the Agents and the Subscription Receipt Agent may attend any meeting of the Subscription Receiptholders, but, in the case of the Company and the Subscription Receipt Agent, shall not be entitled to vote thereat, whether in respect of any Subscription Receipts held by them or otherwise.

9.10 Powers Exercisable by Extraordinary Resolution

In addition to all other powers conferred upon them by any other provisions of this Agreement or by law, the Subscription Receiptholders at a meeting shall, subject to the provisions of Section 9.11, have the power, exercisable from time to time by Extraordinary Resolution:

- (a) to agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Subscription Receiptholders or, with the consent of the Subscription Receipt Agent, the Subscription Receipt Agent in its capacity as subscription receipt agent hereunder or on behalf of the Subscription Receiptholders against the Company whether such rights arise under this Agreement or the Subscription Receipts or otherwise;
- (b) to amend, alter or repeal any Extraordinary Resolution previously passed or sanctioned by the Subscription Receiptholders;

- (c) subject to arrangements as to financing and indemnity satisfactory to the Subscription Receipt Agent, to direct or to authorize the Subscription Receipt Agent to enforce any of the covenants on the part of the Company contained in this Agreement or the Subscription Receipts or to enforce any of the rights of the Subscription Receiptholders in any manner specified in such Extraordinary Resolution or to refrain from enforcing any such covenant or right;
- (d) to waive, and to direct the Subscription Receipt Agent to waive, any default on the part of the Company in complying with any provisions of this Agreement or the Subscription Receipts either unconditionally or upon any conditions specified in such Extraordinary Resolution;
- (e) to restrain any Subscription Receiptholder from taking or instituting any suit, action or proceeding against the Company for the enforcement of any of the covenants on the part of the Company in this Agreement or the Subscription Receipts or to enforce any of the rights of the Subscription Receiptholders;
- (f) to direct any Subscription Receiptholder who, as such, has brought any suit, action or proceeding to stay or to discontinue or otherwise to deal with the same upon payment of the costs, charges and expenses reasonably and properly incurred by such Subscription Receiptholder in connection therewith;
- (g) to assent to any change in or omission from the provisions contained in the Subscription Receipts and this Agreement or any ancillary or supplemental instrument which may be agreed to by the Company or, with the consent of the Subscription Receipt Agent, such consent not to be unreasonably withheld, concerning any such right of the Subscription Receipt Agent, and to authorize the Subscription Receipt Agent to concur in and execute any ancillary or supplemental agreement embodying the change or omission;
- (h) with the consent of the Company, not to be unreasonably withheld, to remove the Subscription Receipt Agent or its successor in office and to appoint a new subscription receipt agent or subscription receipt agents to take the place of the subscription receipt agent so removed;
- (i) to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Company; and
- (j) in the event that the Escrow Release Conditions are not satisfied on or prior to the Escrow Release Deadline, to extend the Escrow Release Deadline subject to receiving the written consent of the Lead Agent, on behalf of the Agents.

9.11 **Meaning of Extraordinary Resolution**

- (a) The expression “**Extraordinary Resolution**” when used in this Agreement means, subject as hereinafter provided in this Section 9.11 and in Section 9.14, a resolution proposed at a meeting of Subscription Receiptholders duly convened for that

purpose and held in accordance with the provisions of this Article at which there are present in person or by proxy Subscription Receiptholders holding not less than 10% of the then outstanding Subscription Receipts and passed by the affirmative votes of Subscription Receiptholders holding not less than two-thirds of the aggregate number of the then outstanding Subscription Receipts represented at the meeting and voted on the poll upon such resolution.

- (b) If, at the meeting at which an Extraordinary Resolution is to be considered, Subscription Receiptholders holding at least 10% of the then outstanding Subscription Receipts are not present in person or by proxy within thirty (30) minutes after the time appointed for the meeting, then the meeting, if convened by Subscription Receiptholders or on a Subscription Receiptholders' Request, shall be dissolved; but in any other case it shall stand adjourned to such day, being not less than fifteen (15) or more than sixty (60) days later, and to such place and time as may be appointed by the chair. Not less than ten (10) Business Days' prior notice shall be given of the time and place of such adjourned meeting in the manner provided for in Section 12.2. Such notice shall state that at the adjourned meeting the Subscription Receiptholders present in person or by proxy shall form a quorum but it shall not be necessary to set forth the purposes for which the meeting, was originally called or any other particulars. At the adjourned meeting the Subscription Receiptholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed by the requisite vote as provided in Section 9.11(a) shall be an Extraordinary Resolution within the meaning of this Agreement notwithstanding that Subscription Receiptholders holding at least 10% of the aggregate number of the then outstanding Subscription Receipts are not present in person or by proxy at such adjourned meeting.
- (c) Votes on an extraordinary resolution shall always be given on a poll and no demand for a poll on an Extraordinary Resolution shall be necessary.

9.12 Powers Cumulative

Any one or more of the powers or any combination of the powers in this Agreement stated to be exercisable by the Subscription Receiptholders by Extraordinary Resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any combination of powers from time to time shall not be deemed to exhaust the right of the Subscription Receiptholders to exercise such power or powers or combination of powers then or thereafter from time to time.

9.13 Minutes

Minutes of all resolutions and proceedings at every meeting of Subscription Receiptholders shall be made and duly entered in books to be provided from time to time for that purpose by the Subscription Receipt Agent at the expense of the Company and any such minutes as aforesaid, if signed by the chair or the secretary of the meeting at which such resolutions were passed or proceedings had shall be *prima facie* evidence of the matters therein stated and, until the contrary

is proved, every such meeting in respect of the proceedings of which minutes shall have been made shall be deemed to have been duly convened and held, and all resolutions passed thereat or proceedings taken shall be deemed to have been duly passed and taken.

9.14 Instruments in Writing

All actions which may be taken and all powers that may be exercised by the Subscription Receiptholders at a meeting held as provided in this Article 9 may also be taken and exercised by Subscription Receiptholders holding at least two-thirds of the aggregate number of the then outstanding Subscription Receipts by an instrument in writing signed in one or more counterparts by such Subscription Receiptholders in person or by attorney duly appointed in writing, and the expression “Extraordinary Resolution” when used in this Agreement shall include an instrument so signed.

9.15 Binding Effect of Resolutions

Every resolution and every Extraordinary Resolution passed in accordance with the provisions of this Article 9 at a meeting of Subscription Receiptholders shall be binding upon all the Subscription Receiptholders, whether present at or absent from such meeting, and every instrument in writing signed by Subscription Receiptholders in accordance with Section 9.14 shall be binding upon all the Subscription Receiptholders, whether signatories thereto or not, and each and every Subscription Receiptholder and the Subscription Receipt Agent (subject to the provisions for indemnity herein contained) shall be bound to give effect accordingly to every such resolution and instrument in writing.

9.16 Holdings by Company Disregarded

In determining whether Subscription Receiptholders holding the required number of Subscription Receipts are present at a meeting of Subscription Receiptholders for the purpose of determining a quorum or have concurred in any consent, waiver, Extraordinary Resolution, Subscription Receiptholders’ Request or other action under this Agreement, Subscription Receipts owned legally or beneficially by the Company or any subsidiary or affiliate of the Company shall be disregarded in accordance with the provisions of Section 12.11 and shall not be entitled to vote on any matter considered at such a meeting of Subscription Receiptholders.

ARTICLE 10 – SUPPLEMENTAL AGREEMENTS

10.1 Provision for Supplemental Agreements for Certain Purposes

From time to time the Company and Priyanka (when authorized by action of the directors), the Lead Agent, and the Subscription Receipt Agent may, subject to the provisions hereof and subject to regulatory approval where applicable, and they shall, when so directed in accordance with the provisions hereof, execute and deliver by their proper officers, agreements, indentures or instruments supplemental hereto, which thereafter shall form part hereof, for any one or more or all of the following purposes:

- (a) providing for the issuance of additional Subscription Receipts hereunder and any consequential amendments hereto as may be required by the Subscription Receipt

Agent provided the same are not prejudicial to the interests of the Subscription Receiptholders based on the opinion of Counsel;

- (b) evidencing the succession, or successive successions, of any other person to the Company and the assumption by such successor of the covenants of, and obligations of the Company under this Agreement;
- (c) adding to the provisions hereof such additional covenants and enforcement provisions as are necessary or advisable, provided that the same are not in the opinion of the Subscription Receipt Agent, relying on the opinion of Counsel, prejudicial to the interests of the Subscription Receiptholders as a group;
- (d) giving effect to any resolution or Extraordinary Resolution passed as provided in Article 9;
- (e) making such provisions not inconsistent with this Agreement as may be necessary or desirable with respect to matters or questions arising hereunder provided that such provisions are not, in the opinion of the Subscription Receipt Agent, relying on the opinion of Counsel, prejudicial to the interests of the Subscription Receiptholders as a group;
- (f) adding to or amending the provisions hereof in respect of the transfer of Subscription Receipts, making provision for the exchange of Subscription Receipts and making any modification in the form of the Subscription Receipt Certificates which does not affect the substance thereof;
- (g) modifying any of the provisions of this Agreement or relieving the Company from any of the obligations, conditions or restrictions herein contained, provided that no such modification or relief shall be or become operative or effective if, in the opinion of the Subscription Receipt Agent, relying on the opinion of Counsel, such modification or relief impairs any of the rights of the Subscription Receiptholders, as a group or of the Subscription Receipt Agent, and provided further that the Subscription Receipt Agent may in its sole discretion decline to enter into any supplemental agreement which in its opinion may not afford adequate protection to the Subscription Receipt Agent when the same shall become operative; and
- (h) for any other purpose not inconsistent with the terms of this Agreement, including the correction or rectification of any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions herein, provided that, in the opinion of the Subscription Receipt Agent, relying on the opinion of Counsel, the rights of the Subscription Receipt Agent and the Subscription Receiptholders as a group are not materially prejudiced thereby.

10.2 Successor Corporations

In the case of the consolidation, amalgamation, merger or transfer of the undertaking or assets of the Company as an entirety or substantially as an entirety to another corporation (“**successor corporation**”), the successor corporation resulting from such consolidation, amalgamation,

merger or transfer (if not the Company and the Resulting Issuer upon completion of the Proposed Transaction) shall expressly assume, by supplemental agreement satisfactory in form to the Subscription Receipt Agent and executed and delivered to the Subscription Receipt Agent, the due and punctual performance and observance of each and every covenant and condition of this Agreement to be performed and observed by the Company and the successor corporation shall by supplemental agreement satisfactory in term to the Subscription Receipt Agent and executed and delivered to the Subscription Receipt Agent, expressly assuming those obligations.

ARTICLE 11 – CONCERNING THE SUBSCRIPTION RECEIPT AGENT

11.1 Agreement Legislation

- (a) If and to the extent that any provision of this Agreement limits, qualifies or conflicts with a mandatory requirement of the Applicable Legislation, such mandatory requirement shall prevail.
- (b) The Company and the Subscription Receipt Agent agree that each will, at all times in relation to this Agreement and any action to be taken hereunder, observe and comply with and be entitled to the benefits of the Applicable Legislation.

11.2 Rights and Duties of Subscription Receipt Agent

- (a) In the exercise of the rights and duties prescribed or conferred by the terms of this Agreement, the Subscription Receipt Agent will act honestly and in good faith and will exercise that degree of care, diligence and skill that a reasonably prudent subscription receipt agent would exercise in comparable circumstances. The Subscription Receipt Agent shall not be bound to give any notice or do or take any act, action or proceeding by virtue of the powers conferred on it hereby unless and until it shall have been required so to do under the terms hereof; nor shall the Subscription Receipt Agent be required to take notice of any default hereunder, unless and until notified in writing of such default, which notice shall distinctly specify the default desired to be brought to the attention of the Subscription Receipt Agent and in the absence of any such notice the Subscription Receipt Agent may for all purposes of this Agreement conclusively assume that no default has been made in the observance or performance of any of the representations, warranties, covenants, agreements or conditions contained therein. Any such notice shall in no way limit any discretion herein given to the Subscription Receipt Agent to determine whether or not the Subscription Receipt Agent shall take action with respect to any default.
- (b) No provision of this Agreement will be construed to relieve the Subscription Receipt Agent from liability for its own grossly negligent act, wilful misconduct or fraud.
- (c) The obligation of the Subscription Receipt Agent to commence or continue any act, action or proceeding in connection herewith, including without limitation, for the purpose of enforcing any right of the Subscription Receipt Agent or the Subscription Receiptholders hereunder is on the condition that the Subscription

Receipt Agent shall have received a Subscription Receiptholders' Request specifying the act, action or proceeding which the Subscription Receipt Agent is requested to take and, when required by notice to the Subscription Receiptholders by the Subscription Receipt Agent, the Subscription Receipt Agent is furnished by one or more Subscription Receiptholders with sufficient funds to commence or continue such act, action or proceeding and an indemnity reasonably satisfactory to the Subscription Receipt Agent to protect and hold it harmless against the costs, charges, expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

- (d) No provision of this Agreement will require the Subscription Receipt Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless it is so indemnified and funded.
- (e) The Subscription Receipt Agent may, before commencing or at any time during the continuance of any such act, action or proceeding, require the Subscription Receiptholders at whose instance it is acting to deposit with the Subscription Receipt Agent the Subscription Receipt Certificates held by them, for which certificates the Subscription Receipt Agent will issue receipts.
- (f) Every provision of this Agreement that relieves the Subscription Receipt Agent of liability or entitles it to rely on any evidence submitted to it is subject to the provisions of Applicable Legislation. The Subscription Receipt Agent shall not be liable to account to anyone for the profit it may earn, if any, while holding the Escrowed Funds.
- (g) The Subscription Receipt Agent shall not be liable to account to anyone for the profit it may receive, if any, while holding the Escrowed Funds.
- (h) The Subscription Receipt Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Subscription Receipt Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist legislation or economic sanctions legislation, regulation or guideline. Further, should the Subscription Receipt Agent, in its sole judgment, determine at any time that its acting under this Subscription Receipt Agreement has resulted in its being in non-compliance with any applicable anti-money laundering, anti-terrorist legislation or economic sanctions legislation, regulation or guideline, then it shall have the right to resign on ten days' written notice to the Corporation provided (i) that the Subscription Receipt Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Subscription Receipt Agent's satisfaction within such ten-day period, then such resignation shall not be effective.

11.3 Indemnification

In addition to and without limiting any protection of the Subscription Receipt Agent hereunder or otherwise by law, the Company shall at all times indemnify the Subscription Receipt Agent and its affiliates, their successors and assigns, and each of their directors, officers, employees and agents (the “**Indemnified Parties**”) and save them harmless from and against all claims, demands, losses, actions, causes of action, suits, proceedings, liabilities, damages, costs, charges, assessments, judgments and expenses (including expert consultant and legal fees and disbursements on a solicitor and client basis) whatsoever arising in connection with this Agreement including, without limitation, those arising out of or related to actions taken or omitted to be taken by the Indemnified Parties and expenses incurred in connection with the enforcement of this indemnity, which the Indemnified Parties, or any of them, may suffer or incur, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of the Subscription Receipt Agent’s duties, and including any services that the Subscription Receipt Agent may provide in connection with or in any way relating to this Agreement (unless arising from Subscription Receipt Agent’s gross negligence, wilful misconduct or bad faith) and including any action or liability brought against or incurred by the Indemnified Parties in relation to or arising out of any breach by the Company. Notwithstanding any other provision hereof, the Company agrees that its liability hereunder shall be absolute and unconditional regardless of the correctness of any representations of any third parties and regardless of any liability of third parties to the Indemnified Parties, and shall accrue and become enforceable without prior demand or any other precedent action or proceeding. Notwithstanding any other provision hereof, this indemnity shall survive the resignation or removal of the Subscription Receipt Agent and the termination or discharge of this Agreement.

11.4 Evidence, Experts and Advisers

- (a) In addition to the reports, certificates, opinions and other evidence required by this Agreement, the Company shall furnish to the Subscription Receipt Agent such additional evidence of compliance with any provision hereof, and in such form, as may be prescribed by the Applicable Legislation or as the Subscription Receipt Agent may reasonably require by written notice to the Company.
- (b) The Subscription Receipt Agent shall, in the exercise of its rights and duties hereunder and if acting in good faith, be protected in acting and relying upon any written notice, opinions, reports, certificates, 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 signed by any person required to or entitled to execute and deliver to the Subscription Receipt Agent any such Documents 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 and accuracy of any information therein contained, which it in good faith believes to be genuine. The Subscription Receipt Agent shall be protected provided that it examines the Documents and determines that such evidence complies with the applicable requirements of this Agreement. The Subscription Receipt Agent has sole discretion and shall be protected in acting

and relying upon any Document received either in facsimile or by e-mail of a PDF form.

- (c) Whenever Applicable Legislation requires that evidence referred to in Section 11.4(a) hereof be in the form of a statutory declaration, the Subscription Receipt Agent may accept such statutory declaration in lieu of a Certificate of the Company required by any provision hereof. Any such statutory declaration may be made by any one or more authorized officers of the Company, the Chief Executive Officer or Chief Financial Officer of the Company or by any other director or officer of the Company to whom such authority is delegated by the directors from time to time. In addition, the Receipt Agent may act and rely and shall be protected in acting and relying upon any resolution, certificate, direction, instruction, statement, instrument, opinion, report, notice, request, consent, order, letter, telegram, cablegram or other paper or document believed by it to be genuine and to have been signed, sent or presented by or on behalf of the proper party or parties.
- (d) Whenever it is provided in this Agreement or under the Applicable Legislation that the Company shall deposit with the Subscription Receipt Agent resolutions, certificates, reports, opinions, requests, orders or other documents, it is intended that the truth, accuracy and good faith on the effective date thereof and the facts and opinions stated in all such documents so deposited shall, in each and every such case, be conditions precedent to the right of the Company to have the Subscription Receipt Agent take the action to be based thereon.
- (e) Proof of the execution of any document or instrument in writing, including a Subscription Receiptholder's Request, by a Subscription Receiptholder may be made by the certificate of a notary public, or other officer with similar powers, that the Person signing such instrument acknowledged to him the execution thereof, or by an affidavit of a witness to such execution, or in any other manner that the Subscription Receipt Agent considers adequate and in respect of a corporate Subscription Receiptholder, shall include a certificate of incumbency of such Subscription Receiptholder together with a certified resolution authorizing the Person who signs such instrument to sign such instrument.
- (f) The Subscription Receipt Agent may employ or retain such Counsel, accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of determining and discharging its duties hereunder and may pay reasonable remuneration and disbursements for all services so performed by any of them, and shall not be responsible for any misconduct or negligence on the part of any such experts or advisers who have been appointed with due care by the Subscription Receipt Agent.
- (g) The Subscription Receipt Agent may act and rely and shall be protected in acting and relying in good faith on the opinion or advice of or information obtained from any Counsel, accountant, appraiser, engineer or other expert or adviser, whether retained or employed by the Company or by the Subscription Receipt Agent, in relation to any matter arising in the administration of the agency hereof.

11.5 Actions by Subscription Receipt Agent to Protect Interest

The Subscription Receipt Agent shall have power to institute and to maintain such actions and proceedings as it may consider necessary or expedient to preserve, protect or enforce its interests and the interests of the Subscription Receiptholders.

11.6 Subscription Receipt Agent Not Required to Give Security

The Subscription Receipt Agent shall not be required to give any bond or security in respect of the execution of this Agreement or otherwise in respect of the premises.

11.7 Protection of Subscription Receipt Agent

By way of supplement to the provisions of any law for the time being relating to the performance of the duties of the Subscription Receipt Agent pursuant to this Agreement, it is expressly declared and agreed as follows:

- (a) the Subscription Receipt Agent will not be liable for or by reason of, or required to substantiate, any statement of fact, representation or recital in this Agreement or in the Subscription Receipt Certificates (except the representation contained in Section 11.10 or in the certification of the Subscription Receipt Agent on the Subscription Receipt Certificates), but all such statements or recitals are and will be deemed to be made by the Company;
- (b) nothing herein contained will impose on the Subscription Receipt Agent any obligation to see to, or to require evidence of, the registration or filing (or renewal thereof) of this Agreement or any instrument ancillary or supplemental hereto;
- (c) the Subscription Receipt Agent will not be bound to give notice to any person of the execution hereof;
- (d) the Subscription Receipt Agent shall not be liable for any error in judgment or for any act done or step taken or omitted by it in good faith or for any mistake, in fact or law, or for anything which it may do or refrain from doing in connection herewith except arising out of its own gross negligence, wilful misconduct or fraud;
- (e) the Subscription Receipt Agent will not incur any liability or responsibility whatever or be in any way responsible for the consequence of any breach by the Company of any obligation or warranty herein contained or of any act of any director, officer, employee or agent of the Company;
- (f) the Subscription Receipt Agent, in its personal or any other capacity, may buy, lend upon and deal in securities of the Company and in the Subscription Receipts and generally may contract and enter into financial transactions with the Company or any related corporation without being liable to account for any profit made thereby;
- (g) the Subscription Receipt Agent shall incur no liability with respect to the delivery or non-delivery of any certificate or certificates whether delivered by hand, mail or

any other means provided that they are sent in accordance with the provisions hereof;

- (h) if the Subscription Receipt Agent delivers any cheque as required hereunder, the Subscription Receipt Agent shall have no further obligation or liability for the amount represented thereby, unless any such cheque is not honoured on presentation, provided that in the event of the non-receipt of such cheque by the payee, or the loss or destruction thereof, the Subscription Receipt Agent, upon being furnished with reasonable evidence of such non-receipt, loss or destruction and, if required by the Subscription Receipt Agent, an indemnity reasonably satisfactory to it, shall issue to such payee a replacement cheque for the amount of such cheque;
- (i) the Subscription Receipt Agent will disburse funds in accordance with the provisions hereof only to the extent that funds have been deposited with it. The Subscription Receipt Agent shall not under any circumstances be required to disburse funds in excess of the amounts on deposit (including any Subscription Receipt Interest) with the Subscription Receipt Agent at the time of disbursement; and
- (j) notwithstanding the foregoing or any other provision of this Agreement, any liability of the Subscription Receipt Agent shall be limited, in the aggregate, to the amount of annual retainer fees paid by the Company to the Subscription Receipt Agent under this Agreement in the twelve (12) months immediately prior to the Subscription Receipt Agent receiving the first notice of the claim. Notwithstanding any other provision of this Agreement, and whether such losses or damages are foreseeable or unforeseeable, the Subscription Receipt Agent shall not be liable under any circumstances whatsoever for any (a) breach by any other party of securities law or other rule of any securities regulatory authority, (b) lost profits or (c) special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages.

11.8 Replacement of Subscription Receipt Agent; Successor by Merger

- (a) The Subscription Receipt Agent may resign and be discharged from all further duties and liabilities hereunder, except as provided in this section, by giving to the Company not less than sixty (60) days' notice in writing or, if a new subscription receipt agent has been appointed, such shorter notice as the Company accepts as sufficient provided that such resignation and discharge shall be subject to the appointment of a successor thereto in accordance with the provisions hereof.
- (b) The Subscription Receiptholders by Extraordinary Resolution may at any time remove the Subscription Receipt Agent and appoint a new subscription receipt agent.
- (c) If the Subscription Receipt Agent so resigns or is so removed or is dissolved, becomes bankrupt, goes into liquidation or otherwise becomes incapable of acting

hereunder, the Company will forthwith appoint a new subscription receipt agent unless a new subscription receipt agent has already been appointed by the Subscription Receiptholders.

- (d) Failing such appointment by the Company, the retiring Subscription Receipt Agent or any Subscription Receiptholder may apply at the expense of the Corporation to the Supreme Court of British Columbia (the “**Court**”), on such notice as the Court directs, for the appointment of a new subscription receipt agent.
- (e) Any new subscription receipt agent appointed under this Section 11.8 must be a corporation authorized to carry on the business of a transfer agent or trust company in the Selling Jurisdictions and, if required by the Applicable Legislation for any other provinces, in such other province. On any such appointment the new subscription receipt agent will be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Subscription Receipt Agent without any further assurance, conveyance, act or deed, but there will be immediately executed, at the expense of the Company, all such conveyances or other instruments as, in the opinion of Counsel, are necessary or advisable for the purpose of assuring the transfer of such powers, rights, duties and responsibilities to the new subscription receipt agent including, without limitation, an appropriate instrument executed by the new subscription receipt agent accepting such appointment and, at the request of the Company, the predecessor Subscription Receipt Agent shall, upon payment of its outstanding remuneration and expenses, execute and deliver to the new subscription receipt agent an appropriate instrument transferring to such new subscription receipt agent all rights and powers of the Subscription Receipt Agent hereunder, and shall duly assign, transfer and deliver to the new subscription receipt agent all securities, property and all records kept by the predecessor Subscription Receipt Agent hereunder or in connection therewith. Any new subscription receipt agent so appointed by the Company or by the Court will be subject to removal as aforesaid by the Subscription Receiptholders and by the Company.
- (f) On the appointment of a new subscription receipt agent, the Company will promptly give notice thereof to the Subscription Receiptholders in accordance with Section 12.2 hereof.
- (g) A corporation into or with which the Subscription Receipt Agent is merged or consolidated or amalgamated, or a corporation succeeding to the corporate trust business of the Subscription Receipt Agent, will be the successor to the Subscription Receipt Agent hereunder without any further act on its part or on the part of any party hereto if such corporation would be eligible for appointment as a new subscription receipt agent under Section 11.8(e) hereof.
- (h) A Subscription Receipt Certificate certified but not delivered by a predecessor Subscription Receipt Agent may be delivered by the new or successor subscription receipt agent in the name of the successor subscription receipt agent. In case at any time any of the Subscription Receipt Certificates have not been countersigned, a

Subscription Receipt Certificate may be countersigned either in the name of the predecessor Subscription Receipt Agent or successor subscription receipt agent, and in all such cases such Subscription Receipt Certificates will have the full force provided in the Subscription Receipt Certificates and in this Agreement.

11.9 Conflict of Interest

- (a) The Subscription Receipt Agent represents to the Company that, to the best of its knowledge, at the time of execution and delivery hereof no material conflict of interest exists between its role as a subscription receipt agent hereunder and its role in any other capacity and agrees that in the event of a material conflict of interest arising hereafter it will, within ninety (90) days after ascertaining that it has such material conflict of interest, either eliminate the same or assign its appointment as Subscription Receipt Agent hereunder to a successor subscription receipt agent approved by the Company and meeting the requirements set forth in Section 11.8. Notwithstanding the foregoing provisions of this Section 11.9(a), if any such material conflict of interest exists or hereafter shall exist, the validity and enforceability of this Agreement and the Subscription Receipts shall not be affected in any manner whatsoever by reason thereof.
- (b) Subject to Section 11.9(a), the Subscription Receipt Agent and its affiliates, in its personal or any other capacity, may buy, lend upon and deal in securities of the Company and generally may contract and enter into financial transactions with the Company or any subsidiary of the Company without being liable to account for any profit made thereby.

11.10 Acceptance of Duties and Obligations

The Subscription Receipt Agent hereby accepts the duties and obligations in this Agreement declared and provided for and agrees to perform them on the terms and conditions herein set forth. The Subscription Receipt Agent accepts the duties and responsibilities under this agreement solely as custodian, bailee and agent. No trust is intended to be, or is, or will be created hereby and the Subscription Receipt Agent shall owe no duties hereunder as a trustee.

11.11 Subscription Receipt Agent Not to be Appointed Receiver

The Subscription Receipt Agent and any person related to the Subscription Receipt Agent shall not be appointed a receiver, a receiver and manager or liquidator of all or any part of the assets or undertaking of the Company.

11.12 Documents, Moneys, etc. Held by Subscription Receipt Agent

Any securities, documents of title or other instruments that may at any time be held by the Subscription Receipt Agent hereunder may be placed in the deposit vaults of the Subscription Receipt Agent for safekeeping. Unless herein otherwise expressly provided, including for certainty the provisions of Article 7, any moneys held, pending the application or withdrawal thereof under any provisions of this Agreement, shall be deposited in one or more non-interest-bearing bank accounts, to be maintained by the Subscription Receipt Agent in the name of the

Subscription Receipt Agent at one or more Approved Banks. The Subscription Receipt Agent shall maintain accurate books, records and accounts of the transactions effected or controlled by the Subscription Receipt Agent hereunder and the receipt, investment, re-investment and disbursement of the property hereunder and shall provide to the Company records and statements thereof periodically upon written request.

11.13 Not Bound to Act

The Subscription Receipt Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Subscription Receipt Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering, anti-terrorist legislation or economic sanctions legislation, regulation or guideline. Further, should the Subscription Receipt Agent, in its sole judgment, determine at any time that its acting under this Agreement has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, or economic sanctions legislation, regulation or guideline, then it shall have the right to resign on ten (10) days' written notice to the Company, provided (a) that the Subscription Receipt Agent's written notice shall describe the circumstances of such non-compliance; and (b) that if such circumstances are rectified to the Subscription Receipt Agent's satisfaction within such 10 day period, then such resignation shall not be effective.

ARTICLE 12 – GENERAL

12.1 Notice to the Company and the Subscription Receipt Agent

- (a) Unless herein otherwise expressly provided, any notice to be given hereunder to the Company, Priyanka, or the Subscription Receipt Agent shall be deemed to be validly given if delivered, sent by registered letter, postage prepaid, telecopied or emailed:

If to the Company:

Pecoy Copper Limited
161 Bay Street
Suite 2700
Toronto, Ontario M5J 2S1

Attention: Vincent Metcalfe, President & Director
Email: [REDACTED] [contains personal information]

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

Mason Law
161 Bay Street
Suite 2700
Toronto, Ontario M5J 2S1

Attention: Robert Mason
 Email: [REDACTED] *[contains personal information]*

If to Priyanka:

Priyanka Capital Inc.
 701 595 Howe St.
 Vancouver, British Columbia V6C 2T5

Attention: Robert Dubeau
 E-mail: [REDACTED] *[contains personal information]*

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

McMillan LLP
 1055 West Georgia Street, Suite 1500
 Vancouver, British Columbia V6E 4N7

Attention: Mark Neighbor
 Email: [REDACTED] *[contains personal information]*

If to the Agents:

Canaccord Genuity Corp.
 40 Temperance Street, Suite 2100
 Toronto, Ontario M5H 0B4

Attention: Syndication
 Email: [REDACTED] *[contains personal information]*

If to the Subscription Receipt Agent:

Computershare Trust Company of Canada
 510 Burrard St., 3rd Floor
 Vancouver, BC V6C 3B9

Attention: General Manager, Corporate Trust
 Email: [REDACTED] *[contains personal information]*

and any such notice delivered in accordance with the foregoing shall be deemed to have been received on the date of delivery if received before 5:00 p.m. (Toronto time), or if mailed, on the fifth Business Day following the date of the postmark on such notice or, if telecopied, on the next Business Day following the date of transmission provided that its contents are transmitted and received completely and accurately.

- (b) The Company, Priyanka, or the Subscription Receipt Agent, as the case may be, may from time to time notify the other in the manner provided in Section 12.1(a) of a change of address which, from the effective date of such notice and until changed by like notice, shall be the address of the Company or the Subscription Receipt Agent as the case may be, for all purposes of this Agreement.
- (c) If, by reason of a strike, lockout or other work stoppage, actual or threatened, involving postal employees, any notice to be given to the Subscription Receipt Agent or the Company hereunder could reasonably be considered unlikely to reach its destination, such notice shall be valid and effective only if it is delivered to the named officer of the party to which it is addressed or, if it is delivered to such party at the appropriate address provided in Section 12.1(a), or if given by facsimile or email or by telecopy or other means of prepaid, transmitted and recorded communication.

12.2 Notice to the Subscription Receiptholders

- (a) Unless otherwise expressly provided herein, any notice to the Subscription Receiptholders under the provisions of this Agreement shall be valid and effective if delivered or sent by telecopy or by ordinary post addressed to the holder at its post office addresses appearing on the register hereinbefore mentioned and shall be deemed to have been effectively given on the date of delivery or, if mailed, on the fifth Business Day following the date of the postmark on such notice or, if telecopied, on the next Business Day following the date of transmission provided that its contents are transmitted and received completely and accurately.
- (b) If, by reason of a strike, lockout or other work stoppage, actual or threatened, involving postal employees, any notice to be given to the Subscription Receiptholders hereunder could reasonably be considered unlikely to reach its destination, such notice shall be valid and effective only if it is delivered personally to such Subscription Receiptholders or if delivered to the address for such Subscription Receiptholders contained in the register of Subscription Receipts maintained by the Subscription Receipt Agent, by means of prepaid transmitted and recorded communication.
- (c) All notices to joint holders of Subscription Receipts may be given to whichever one of the holders is named first in the appropriate register hereinbefore mentioned, and any notice so given shall be sufficient notice to all such joint holders of the Subscription Receipts.
- (d) Accidental error or omission in giving notice or accidental failure to mail notice to any Subscription Receiptholders will not invalidate any action or proceeding founded thereon.

12.3 Satisfaction and Discharge of Agreement

Upon the date by which (a) all Subscription Receipts have been deemed exercised, or all Subscription Receipts have expired and all Escrowed Funds have been distributed to the

appropriate parties as set forth in this Agreement; or (b) all certificates have been issued and delivered hereunder to the Subscription Receipt Agent in accordance with such provisions (or the entering of Book-Entry Only System customer confirmation(s) representing Subscription Receipt Shares) and all Escrowed Funds have been distributed to the appropriate parties as set forth in this Agreement, this Agreement shall cease to be of any force and effect and the Subscription Receipt Agent, on demand of the Company and at the cost and expense of the Company and upon delivery to the Subscription Receipt Agent of a certificate of the Company stating that all conditions precedent to the satisfaction and discharge of this Agreement have been complied with, shall execute proper instruments acknowledging satisfaction of and discharging this Agreement. Notwithstanding the foregoing, the indemnities provided to the Subscription Receipt Agent by the Company hereunder shall remain in full force and effect and survive the termination of this Agreement.

12.4 Sole Benefit of Parties and Subscription Receiptholders

Nothing in this Agreement or in the Subscription Receipts, expressed or implied, shall give or be construed to give to any person other than the parties hereto and the Subscription Receiptholders, as the case may be, any legal or equitable right, remedy or claim under this Agreement, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the parties hereto and the Subscription Receiptholders.

12.5 Ownership of Subscription Receipts

The Company and the Subscription Receipt Agent may deem and treat the registered owner of any Subscription Receipts as the absolute owner thereof for all purposes, and the Company and the Subscription Receipt Agent shall not be affected by any notice or knowledge to the contrary except where the Company or the Subscription Receipt Agent is required to take notice by statute or by order of a court of competent jurisdiction. A Subscription Receiptholder shall be entitled to the rights evidenced by its Subscription Receipts free from all equities or rights of set off or counterclaim between the Company and the original or any intermediate holder of the Subscription Receipts and all persons may act accordingly. The receipt of any such Subscription Receiptholder for the Subscription Receipt Shares which may be received pursuant to the deemed conversion of Subscription Receipts shall be a good discharge to the Company and the Subscription Receipt Agent for the same and none of the Company or the Subscription Receipt Agent shall be bound to inquire into the title of any such holder except where the Company or the Subscription Receipt Agent is required to take notice by statute or by order of a court of competent jurisdiction.

12.6 Discretion of Directors

Any matter provided herein to be determined by the directors will be determined by the directors in their sole discretion, acting reasonably, and a determination so made will be conclusive.

12.7 Force Majeure

No party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered, or delayed in the performance or observance of any provision contained herein by reason of act of God, riots, terrorism, acts of war, epidemics, governmental action or judicial order, earthquakes, or any other similar causes (including, but not limited to, mechanical, electronic or communication

interruptions, disruptions or failures). Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section.

12.8 Privacy Matters

The parties acknowledge that the Subscription Receipt Agent may, in the course of providing services hereunder, collect or receive financial and other personal information about such parties and/or their representatives, as individuals, or about other individuals related to the subject matter hereof, and use such information for the following purposes:

- (a) to provide the services required under this Agreement and other services that may be requested from time to time;
- (b) to help the Subscription Receipt Agent manage its servicing relationships with such individuals;
- (c) to meet the Subscription Receipt Agent's legal and regulatory requirements; and
- (d) if Social Insurance Numbers are collected by the Subscription Receipt Agent, to perform tax reporting and to assist in verification of an individual's identity for security purposes.

The Company acknowledges and agrees that the Subscription Receipt Agent may receive, collect, use and disclose personal information provided to it or acquired by it in the course of this Agreement for the purposes described above and, generally, in the manner and on the terms described in its Privacy Code, which the Subscription Receipt Agent shall make available on its website, www.computershare.com, or upon request, including revisions thereto. The Subscription Receipt Agent may transfer personal information to other companies in or outside of Canada that provide data processing and/or storage or other support in order to facilitate the services it provides.

Further, each party agrees that it shall not provide or cause to be provided to the Subscription Receipt Agent any personal information relating to an individual who is not a party to this Agreement unless that party has assured itself that such individual understands and has consented to the aforementioned uses and disclosures.

12.9 Counterparts

This Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be dated as of the date hereof. Each of the parties to this Agreement will be entitled to rely on delivery of an electronic copy of this Agreement and acceptance by each party of any such electronic copy will be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof. Each of the parties hereto shall be entitled to rely on delivery of a facsimile or PDF copy of this Agreement and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.

12.10 Agreement to Prevail

To the extent of any discrepancy or inconsistency between the terms and conditions of this Agreement and the Subscription Receipt Certificate, the terms of this Agreement shall prevail.

12.11 Subscription Receipts Owned by the Company or its Subsidiaries and Affiliates – Certificate to be Provided

The Company shall provide to the Subscription Receipt Agent, from time to time, a certificate of the Company setting forth as at the date of such certificate:

- (a) the names of the registered holders of Subscription Receipts which, to the knowledge of the Company, are owned by or held for the account of the Company or any subsidiary or affiliate of the Company; and
- (b) the number of Subscription Receipts owned legally or beneficially by the Company or any subsidiary or affiliate of the Company;

and the Subscription Receipt Agent shall be entitled to rely on such certificate without any additional evidence.

12.12 Third Party Interests

Each party to this Subscription Agreement hereby represents to the Subscription Receipt Agent that any account to be opened by, or interest to be held by the Subscription Receipt Agent in connection with this Subscription Receipt Agreement, for or to the credit of such party, either (i) is not intended to be used by or on behalf of any third party; or (ii) is intended to be used by or on behalf of a third party, in which case such party hereto agrees to complete and execute forthwith a declaration in the Subscription Receipt Agent's prescribed form as to the particulars of such third party.

12.13 Assignment

None of the parties hereto may assign its rights or interest under this Agreement, except as provided in Section 11.8 in the case of the Subscription Receipt Agent, or as provided in Section 10.2 in the case of the Company. Subject thereto, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12.14 SEC Matters

The Company confirms that as at the date hereof it does not have a class of securities registered pursuant to Section 12 of the Exchange Act or a reporting obligation pursuant to Section 15(d) of the Exchange Act. The Company covenants that in the event that (i) any class of its securities shall become registered pursuant to Section 12 of the Exchange Act, (ii) the Company shall incur a reporting obligation pursuant to Section 15(d) of the Exchange Act, or (iii) any such registration or reporting obligation shall be terminated by the Company in accordance with the Exchange Act, the Company shall promptly deliver to the Subscription Receipt Agent an officers' certificate notifying the Subscription Receipt Agent of such registration or termination and such other

information as the Subscription Receipt Agent may reasonably require at the time. The Company acknowledges that the Subscription Receipt Agent is relying upon the foregoing representation and covenants in order to meet certain obligations of the Subscription Receipt Agent with respect to those clients of the Subscription Receipt Agent that are required to file reports with the SEC under the Exchange Act.

[signature page follows]

IN WITNESS WHEREOF the parties hereto have executed this Agreement under the hands of their proper officers in that behalf.

PECOY COPPER LIMITED

By: "Vincent Metcalfe"
Authorized Signatory

PRIYANKA CAPITAL INC.

By: "Robert Dubeau"
Authorized Signatory

CANACCORD GENUITY CORP.

By: "Authorized Signatory"
Authorized Signatory

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

By: "Ruibo (Ruby) Ni"
Authorized Signatory

SCHEDULE “A” SUBSCRIPTION RECEIPTS

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE THE DATE THAT IS 4 MONTHS AND A DAY AFTER THE LATER OF (I) **[THE CLOSING DATE]**, AND (II) THE DATE THE COMPANY BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY.

[CDS Legend: Include legend set forth below if Subscription Receipt is issued to CDS.]

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO PECOY COPPER LIMITED (THE “ISSUER”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS & CO., OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS & CO., HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE.

[U.S. Restricted Legend: Include legend set forth below for Subscription Receipts issued pursuant to Section 2.9(a)(ii)]

THE SECURITIES REPRESENTED HEREBY AND THE SECURITIES ISSUABLE UPON CONVERSION THEREOF HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “U.S. SECURITIES ACT”). THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE COMPANY THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, IF APPLICABLE, (C) PURSUANT TO THE EXEMPTION FROM THE REGISTRATION REQUIREMENTS UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 THEREUNDER, IF AVAILABLE, OR (II) RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE LAWS AND REGULATIONS GOVERNING THE OFFER AND SALE OF SECURITIES; AND IN THE CASE OF (C)(I) OR (D), THE HOLDER HAS PRIOR TO SUCH SALE FURNISHED TO THE COMPANY AN OPINION OF COUNSEL OR OTHER EVIDENCE OF EXEMPTION IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE COMPANY.

PECOY COPPER LIMITED
(Incorporated under the laws of the Province of Ontario)

CERTIFICATE NUMBER: [●]

CUSIP: 704927110

OF SUBSCRIPTION RECEIPTS:

ISIN: CA7049271108

[●]

THIS IS TO CERTIFY THAT for value received, _____ (the “**Holder**”) is the registered holder of the number of Subscription Receipts of Pecoy Copper Limited (the “**Company**”) specified above and is thereby entitled, upon deemed conversion of each Subscription Receipt represented hereby and without payment of any additional consideration or further action, to acquire, in the manner and subject to the restrictions and adjustments set forth herein, pursuant to the Subscription Receipt Agreement (as defined herein) in the event that the Escrow Release Conditions are satisfied prior to the Escrow Release Deadline and the Release Notice for the Offering is delivered on or before the Escrow Release Deadline, one Subscription Receipt Share. In the event that the Company does not satisfy or waive the Escrow Release Conditions by the Escrow Release Deadline, the Holder will be entitled to receive the Subscription Price, plus a *pro rata* share of the Subscription Receipt Interest thereon, less applicable withholding taxes, if any, and the Subscription Receipts represented hereby will be cancelled. The term “**Business Day**” shall mean a day which is not a Saturday or Sunday or a legal holiday in the City of Toronto.

The Subscription Receipts represented by this Subscription Receipt Certificate are issued under and pursuant to a Subscription Receipt Agreement made as of (the “**Subscription Receipt Agreement**”) among the Company, Priyanka Capital Inc., Canaccord Genuity Corp. (the “**Lead Agent**”), and Computershare Trust Company of Canada (the “**Subscription Receipt Agent**”). Reference is made to the Subscription Receipt Agreement and any instruments supplemental thereto for a full description of the rights of the Subscription Receiptholders and the terms and conditions upon which the Subscription Receipts are, or are to be, issued and held, with the same effect as if the provisions of the Subscription Receipt Agreement and all instruments supplemental thereto were herein set forth. By acceptance hereof, the Holder assents to all provisions of the Subscription Receipt Agreement. In the event of any conflict between the provisions of this Subscription Receipt Certificate and the provisions of the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement will govern. Capitalized terms used in this certificate shall have the same meaning ascribed to such terms in the Subscription Receipt Agreement, unless otherwise defined herein.

As provided in the Subscription Receipt Agreement, in the event the Escrow Release Conditions are satisfied or waived on or prior to the Escrow Release Deadline, the Escrowed Funds will be released to the Company, in accordance with the terms of the Subscription Receipt Agreement, all Subscription Receipts shall be deemed to be converted and surrendered without any further action by the Holder and one Subscription Receipt Share shall be issued to the Holder for each Subscription Receipt held.

If a Termination Event occurs, the Company will provide a Termination Notice to the Subscription Receipt Agent, the Subscription Receiptholders and the Lead Agent. Upon delivery of such Termination Notice, the Subscription Receipts will automatically be cancelled and will have no further force and effect, and the Subscription Receipt Agent shall return to the Subscription Receiptholders as soon as practicable and, in any event, within five Business Days following the Termination Date, an amount equal to the Subscription Price for each Subscription Receipt plus a *pro rata* share of the Subscription Receipt Interest thereon, less applicable withholding taxes, if any; provided that if there is a Shortfall then, the Company agrees to deposit an additional amount, sufficient to satisfy the Shortfall, with the Subscription Receipt Agent prior to the time at which the payment is required.

Upon the deemed conversion of the Subscription Receipts: (i) the Subscription Receipt Certificates will be deemed to have been surrendered and cancelled without further action on the part of the Holder, the Subscription Receipt Agent or the Company; and (ii) the Subscription Receipt Agent shall: (a) in respect of the Uncertificated Subscription Receipts, cause the settlement of the Subscription Receipt Shares in accordance with Internal Procedures; and (b) in respect of any Subscription Receipt Certificates, courier to holders of Subscription Receipt Certificates at the last address on the register maintained by the Subscription Receipt Agent, certificates representing the Subscription Receipt Shares to which they are entitled as soon as practicable following the Escrow Release Date.

The Subscription Receipts and the Subscription Receipt Shares issuable upon deemed conversion of the Subscription Receipts have not and will not be registered under the United States Securities Act of 1933, as amended, or the securities laws of any states.

The Subscription Receipt Agreement provides for certain adjustments to the number and kind of securities issuable upon the deemed conversion of the Subscription Receipts upon the occurrence of certain events, including but not limited to, any subdivision, consolidation or reclassification of the Common Shares, and in the event of a reorganization of the Company, including any amalgamation, merger or arrangement, and certain distributions of securities or assets of the Company. The Holder should refer to the Subscription Receipt Agreement which provides for the adjustments in these and certain other stated events.

The Holder of this Subscription Receipt Certificate may, at any time prior to the Escrow Release Deadline, upon surrender hereof to the Subscription Receipt Agent, subject to the office of the Subscription Receipt Agent being open to the public at such time, at its principal office in Vancouver exchange this Subscription Receipt Certificate for other Subscription Receipt Certificates, bearing the same legends, entitling the Holder to receive, in the aggregate, the same number of Subscription Receipt Shares as may be acquired under this Subscription Receipt Certificate.

The Subscription Receipts may be transferred in accordance with applicable securities laws and only by the transferor and transferee duly completing and executing the transfer forms attached hereto, and surrendering this Subscription Receipt Certificate to the Subscription Receipt Agent at its principal office in Vancouver.

The holding of the Subscription Receipts evidenced by this Subscription Receipt Certificate shall not constitute the Holder hereof a shareholder of the Company or entitle the Holder to any right or interest in respect thereof except as expressly provided in the Subscription Receipt Agreement.

The Subscription Receipt Agreement provides that all Holders of Subscription Receipts shall be bound by any resolution passed at a meeting of the Holders held in accordance with the provisions of the Subscription Receipt Agreement and resolutions signed by the Holders of a specified majority of the then outstanding Subscription Receipts.

This Subscription Receipt Certificate shall not be valid for any purpose whatsoever unless and until it has been certified by or on behalf of the Subscription Receipt Agent.

Time shall be of the essence hereof.

IN WITNESS WHEREOF the undersigned has caused this Subscription Receipt Certificate to be signed by its duly authorized officer as of _____, 2025.

PECOY COPPER LIMITED

By: _____

Authorized Signatory

Certified by:

**COMPUTERSHARE TRUST COMPANY OF
CANADA**

By: _____

Authorized Signatory

TRANSFER OF SUBSCRIPTION RECEIPTS

Any transfer of Subscription Receipts will require compliance with applicable securities legislation. Transferors and transferees are urged to contact legal counsel before effecting any such transfer. No transfers of Subscription Receipts will be permitted or registered that do not comply with Article 3 of the Subscription Receipt Agreement.

FOR VALUE RECEIVED, the undersigned: (i) hereby sells, assigns and transfers to _____ (print name and address and Social Insurance Number/Social Security Number of transferee), _____ Subscription Receipts of Pecoy Copper Limited (the “**Company**”) registered in the name of the undersigned on the records maintained by Computershare Trust Company of Canada represented by the Subscription Receipt Certificate attached and irrevocably appoints _____ the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution; and (ii) confirms that the transfer is made in compliance with the Agreement, all applicable securities legislation and requirements of regulatory authorities.

In the case of a Subscription Receipt Certificate owned by an original purchaser of Subscription Receipts in the United States, the undersigned hereby represents, warrants and certifies that (one (only) of the following must be checked):

- ☐ (A) the transfer is being made only to the Company; or
- ☐ (B) the transfer is being made outside the United States in compliance with Rule 904 of Regulation S (“**Regulation S**”) under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and in compliance with any applicable local securities laws and regulations and the holder has provided herewith the Declaration for Removal of Legend attached as Schedule “D” to the Subscription Receipt Agreement, and if required, an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Subscription Receipt Agent to such effect; or
- ☐ (C) the transfer is being made within the United States or to, or for the account or benefit of, a U.S. person or a person in the United States, in accordance with a transaction that does not require registration under the U.S. Securities Act or any applicable state securities laws and the undersigned has furnished to the Company and the Subscription Receipt Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Subscription Receipt Agent to such effect.

“**U.S. person**” and “**United States**” are as defined in Regulation S.

Subscription Receipts shall only be transferable in accordance with the Subscription Receipt Agreement and all applicable laws. Without limiting the foregoing, if the Subscription Receipt

Certificate bears a legend restricting the transfer of the Subscription Receipts except pursuant to an exemption from registration under the U.S. Securities Act, this Transfer of Subscription Receipts form must be accompanied by a Form of Declaration for Removal of Legend in substantially in the form attached as Schedule "D" to the Subscription Receipt Agreement (or such other form as the Company may prescribe from time to time), or a written opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and to the Subscription Receipt Agent to the effect that the transfer is exempt from registration under the U.S. Securities Act.

In the case of a Subscription Receipt Certificate that does not contain a U.S. restrictive legend, if the proposed transfer is to, or for the account or benefit of, a U.S. person or to a person in the United States, the undersigned hereby represents, warrants and certifies that the transfer of the Subscription Receipts is being completed pursuant to an exemption from the registration requirements of the U.S. Securities Act and any applicable U.S. state securities laws, in which case the undersigned has furnished to the Company and the Subscription Receipt Agent an opinion of counsel of recognized standing in form and substance reasonably satisfactory to the Company and the Subscription Receipt Agent to such effect.

☐ If transfer is to, or for the account or benefit of, a U.S. person or a person in the United States, check this box.

In the event of the transfer of the Subscription Receipts represented by this Subscription Receipt Certificate to a Subscription Receiptholder to, or for the account or benefit of a U.S. person or a person in the United States, the undersigned acknowledges and agrees that the Subscription Receipt Certificate(s) representing such Subscription Receipts issued in the name of the transferee will be endorsed with the legend required by Section 2.9(a)(ii) of the Subscription Receipt Agreement.

DATED the _____ day of _____, 202__.

Signature Guaranteed

(Signature of Subscription Receiptholder)

(Print name of Subscription Receiptholder)

Instructions:

Signature of the Subscription Receiptholder must be the signature of the person appearing on the face of this Subscription Receipt Certificate.

If the Transfer Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Subscription Receipt Agent and the Company.

The signature of the Subscription Receiptholder on the Transfer Form must be guaranteed by an authorized officer of a chartered bank, trust company or medallion guaranteed by a member of a recognized medallion guarantee program.

Subscription Receipts shall only be transferable in accordance with the Agreement, applicable laws and the rules and policies of any applicable stock exchange.

REASON FOR TRANSFER – For U.S. Residents only (where the individual(s) or corporation receiving the securities is a U.S. resident). Please select only one (see instructions below).

☐ Gift ☐ Estate ☐ Private Sale ☐ Other (or no change in ownership)

Date of Event (Date of gift, death or sale): **Value per Subscription Receipt** on the date of event:

			/				/				
--	--	--	---	--	--	--	---	--	--	--	--

\$				.		
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☐ CAD OR ☐ USD

CERTAIN REQUIREMENTS RELATING TO TRANSFERS – READ CAREFULLY

In the case of any transfer of Subscription Receipts to a person resident in, or otherwise subject to the securities laws of, any province or territory of Canada, either the Transferee must be an “accredited investor” within the meaning of such applicable securities laws in Canada or the transfer must otherwise be exempt from the prospectus requirements of applicable securities laws in Canada. Any transfer of Subscription Receipts must also comply with the restrictions contained in the Subscription Agreement and the Subscription Receipt Agreement.

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. All securityholders or a legally authorized representative must sign this form. The signature(s) on this form must be guaranteed in accordance with the Company’s transfer agent’s

then current guidelines and requirements at the time of transfer. Notarized or witnessed signatures are not acceptable as guaranteed signatures. As at the time of closing, you may choose one of the following methods (although subject to change in accordance with industry practice and standards):

- **Canada and the USA:** A Medallion Signature Guarantee obtained from a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Many commercial banks, savings banks, credit unions, and all broker dealers participate in a Medallion Signature Guarantee Program. The Guarantor must affix a stamp bearing the actual words “Medallion Guaranteed”, with the correct prefix covering the face value of the certificate.
- **Canada:** A Signature Guarantee obtained from an authorized officer of a Schedule I Canadian Bank. The Guarantor must affix a stamp bearing the actual words “Signature Guaranteed”, sign and print their full name and alpha numeric signing number. Signature Guarantees are not accepted from Treasury Branches, Credit Unions or Caisse Populaires unless they are members of a Medallion Signature Guarantee Program. For corporate holders, corporate signing resolutions, including certificate of incumbency, are also required to accompany the transfer, unless there is a “Signature & Authority to Sign Guarantee” Stamp affixed to the transfer (as opposed to a “Signature Guaranteed” Stamp) obtained from an authorized officer of a Schedule I Canadian Bank or a Medallion Signature Guarantee with the correct prefix covering the face value of the certificate.
- **Outside North America:** For holders located outside North America, present the certificate(s) and/or document(s) that require a guarantee to a local financial institution that has a corresponding Canadian or American affiliate which is a member of an acceptable Medallion Signature Guarantee Program. The corresponding affiliate will arrange for the signature to be over-guaranteed.

OR

The signature(s) of the transferor(s) must correspond with the name(s) as written upon the face of this certificate(s), in every particular, without alteration or enlargement, or any change whatsoever. The signature(s) on this form must be guaranteed by an authorized officer of a Schedule I Canadian Bank whose sample signature(s) are on file with the Company’s transfer agent, or by a member of an acceptable Medallion Signature Guarantee Program (STAMP, SEMP, NYSE, MSP). Notarized or witnessed signatures are not acceptable as guaranteed signatures. The Guarantor must affix a stamp bearing the actual words: “SIGNATURE GUARANTEED”, “MEDALLION GUARANTEED” OR “SIGNATURE & AUTHORITY TO SIGN GUARANTEE”, all in accordance with the Company’s transfer agent’s then current guidelines and requirements at the time of transfer. For corporate holders, corporate signing resolutions, including certificate of incumbency, will also be required to accompany the transfer unless there is a “SIGNATURE & AUTHORITY TO SIGN GUARANTEE” Stamp affixed to the Form of Transfer obtained from an authorized officer of a Schedule I Canadian Bank or a “MEDALLION GUARANTEED” Stamp affixed to the Form of Transfer, with the correct

prefix covering the face value of the certificate.

REASON FOR TRANSFER – FOR U.S. RESIDENTS ONLY

Consistent with U.S. IRS regulations, the Subscription Receipt Agent is required to request cost basis information from U.S. securityholders. Please indicate the reason for requesting the transfer as well as the date of event relating to the reason. The event date is not the day on which the transfer is finalized, but rather the date of the event which led to the transfer request (i.e. date of gift, date of death of the securityholder, or the date the private sale took place).

**SCHEDULE “B”
FORM OF RELEASE NOTICE**

TO: Computershare Trust Company of Canada (the “Subscription Receipt Agent”), as Subscription Receipt Agent relating to the issue of subscription receipts (“Subscription Receipts”) of Pecoy Copper Limited (the “Company”)

This Release Notice is being provided pursuant to Sections 4.1 and 7.3 of the Subscription Receipt Agreement dated July 8, 2025, among the Company, Priyanka Capital Inc., Canaccord Genuity Corp. (the “**Lead Agent**”), and the Subscription Receipt Agent (the “**Agreement**”).

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

The Company and the Lead Agent hereby confirm that the Escrow Release Conditions (other than delivery of this Release Notice) have been satisfied or waived.

Therefore, you are hereby directed to:

1. remit to the relevant governmental authority, if applicable, \$_____ representing an amount equal to the aggregate amount required to be withheld in respect of withholding taxes on interest and other earnings in accordance with this Agreement;
2. retain \$_____ representing an amount payable to the Subscription Receipt Agent equal to its unpaid fees for services rendered and disbursements incurred in accordance with this Agreement;
3. pay the aggregate amount of \$_____ representing balance of the Agents’ Fee, and the remaining expenses of the Agents, to the Lead Agent (for and on behalf of the Agents) by means of a wire transfer to:

Beneficiary Name	
Beneficiary Address	
Beneficiary Bank Name	
Street Address of Beneficiary Bank	
BIC code	
SWIFT Code	
Transit #	

4. pay the aggregate amount of \$_____ representing balance of the Escrowed Funds, after the release of the above payments, to the Company, by means of a wire transfer to:

Beneficiary Name	
Beneficiary Address	
Beneficiary Bank Name	
Street Address of Beneficiary Bank	
BIC code	
SWIFT Code	

Transit #

5. the Company hereby irrevocably directs and authorizes the Subscription Receipt Agent in its capacity as registrar and transfer agent of the Common Shares, to issue and deliver on behalf of the Company _____ Subscription Receipt Shares to the persons to whom such Subscription Receipt Shares are to be issued pursuant to the Subscription Receipt Agreement effective as at the Escrow Release Date.

[signature page follows]

This Release Notice, which may be signed in counterparts and delivered by facsimile, PDF or other means of electronic transmission, is irrevocable and shall constitute your good and sufficient authority for taking the actions described herein.

DATED at _____, this ____ day of _____, 2025.

PECOY COPPER LIMITED

Per: _____
Name:
Title:

CANACCORD GENUITY CORP.

Per: _____
Name:
Title:

**SCHEDULE “C”
FORM OF TERMINATION NOTICE**

TO: Computershare Trust Company of Canada

AND TO: Canaccord Genuity Corp. (for and on behalf of the Agents)

AND TO: Subscription Receiptholders

This Termination Notice is being provided pursuant to Sections **Error! Reference source not found.** and **Error! Reference source not found.** of the Subscription Receipt Agreement dated July 8, 2025 between the Company, the Lead Agent, Priyanka, and the Subscription Receipt Agent (the “**Agreement**”).

Capitalized terms which are not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement.

Pursuant to the Agreement, the undersigned hereby confirms that a Termination Event has occurred as of _____, 2025, being the Termination Date and hereby instructs the Subscription Receipt Agent to return the Escrowed Funds to the Subscription Receiptholders all in accordance with Section 7.3(b) of the Agreement.

The undersigned further confirm that the amount of \$_____ will be deposited with the Subscription Receipt Agent for delivery to the Subscription Receiptholders to make up the shortfall in the Escrowed Funds.

This Termination Notice is irrevocable and shall constitute your good and sufficient authority for taking the actions described herein.

DATED at _____, this ____ day of _____, 2025.

PECOY COPPER LIMITED

Per: _____

Name:

Title:

**SCHEDULE “D”
FORM OF DECLARATION OF REMOVAL OF LEGEND**

TO: PECOY COPPER LIMITED (THE “COMPANY”)

**AND TO: COMPUTERSHARE TRUST COMPANY OF CANADA OR COMPUTERSHARE
INVESTOR SERVICES INC. AS SUBSCRIPTION RECEIPT AGENT/REGISTRAR
AND TRANSFER AGENT FOR THE COMMON SHARES OF THE COMPANY**

The undersigned (A) acknowledges that the sale of _____ ☐ Subscription Receipts OR ☐ common shares in the capital of the Company represented by certificate number _____ or held in Direct Registration System (DRS) account number _____, to which this declaration relates, is being made in reliance on Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), and (B) certifies that (1) the undersigned is not an “affiliate” (as defined in Rule 405 under the U.S. Securities Act) of the Company (except solely by virtue of being an officer or director of the Company) or a “distributor”, as defined in Regulation S, or an affiliate of a “distributor”; (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States, or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange, Cboe Canada (the business name of the NEO Exchange), the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market within the meaning of Rule 902(b) of Regulation S under the U.S. Securities Act, and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States; (3) neither the seller nor any affiliate of the seller nor any person acting on their behalf has engaged in any directed selling efforts in connection with the offer and sale of such securities; (4) the sale is bona fide and not for the purpose of “washing off” the resale restrictions imposed because the securities are “restricted securities” (as such term is defined in Rule 144(a)(3) under the U.S. Securities Act); (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S under the U.S. Securities Act with fungible unrestricted securities; and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or a scheme to evade the registration provisions of the U.S. Securities Act. Unless otherwise specified, terms used herein have the meanings given to them by Regulation S under the U.S. Securities Act.

Dated: _____

X _____
Signature of individual (if Seller **is** an individual)

X _____
Authorized signatory (if Seller is **not** an individual)

Name of Seller (**please print**)

Name of authorized signatory (**please print**)

Official capacity of authorized signatory (**please print**)

Affirmation by Seller's Broker-Dealer
(Required for sales pursuant to Section (B)(2)(b) above)

We have read the representations of our customer _____ (the "**Seller**") contained in the foregoing Declaration for Removal of Legend, dated _____, 20__, with regard to the sale, for such Seller's account, of _____ common shares (the "**Securities**") of the Company represented by certificate number _____ or held in Direct Registration System (DRS) account number _____. We have executed sales of the Securities pursuant to Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "**U.S. Securities Act**"), on behalf of the Seller. In that connection, we hereby represent to you as follows:

- (1) no offer to sell Securities was made to a person in the United States;
- (2) the sale of the Securities was executed in, on or through the facilities of the Toronto Stock Exchange, Cboe Canada (the business name of the NEO Exchange), the TSX Venture Exchange, the Canadian Securities Exchange or another designated offshore securities market (as defined in Rule 902(b) of Regulation S under the U.S. Securities Act), and, to the best of our knowledge, the sale was not pre-arranged with a buyer in the United States;
- (3) no "directed selling efforts" were made in the United States by the undersigned, any affiliate of the undersigned, or any person acting on behalf of the undersigned; and
- (4) we have done no more than execute the order or orders to sell the Securities as agent for the Seller and will receive no more than the usual and customary broker's commission that would be received by a person executing such transaction as agent.

For purposes of these representations: "**affiliate**" means a person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the undersigned; "**directed selling efforts**" means any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Securities (including, but not be limited to, the solicitation of offers to purchase the Securities from persons in the United States); and "**United States**" means the United States of America, its territories or possessions, any State of the United States, and the District of Columbia.

Legal counsel to the Company shall be entitled to rely upon the representations, warranties and covenants contained herein to the same extent as if this affirmation had been addressed to them.

Date: _____

 Name of Firm

By: _____
 Authorized Signatory