AGENCY AGREEMENT

February 9, 2017

Renntiger Resources Limited
1750 – 700 West Pender St.
Vancouver, BC V6C 1G8

Attention: Michael Gunning, President

Roll-Up Capital Corp.
c/o Rockmount Financial Corporation
Suite 305, 999 – 8th Street, S.W.
Calgary, AB T2R 1J5

Attention: Michael Thomson, Chief Executive Officer

Dear Sirs:

The undersigned, GMP Securities L.P. and PI Financial Corp. (together, the "**Agents**"), understand that Renntiger Resources Limited (the "**Company**") proposes to issue and sell up to 13,333,333 non-transferable subscription receipts of the Company (the "**Subscription Receipts**") at a price of $0.30 (the "**Subscription Price**") per Subscription Receipt for aggregate gross proceeds of up to $4,000,000. The offering of the Subscription Receipts by the Company is referred to herein as the "**Offering**".

Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Company hereby appoints the Agents, as the Company's exclusive agents to offer for sale, in the respective percentages set forth in Section 14 hereof, on a "best efforts" agency basis, without underwriter liability, the Subscription Receipts and agree to arrange for purchasers for the Subscription Receipts in the Selling Jurisdictions (as defined herein) on a private placement basis pursuant to exemptions from the prospectus requirements of all applicable Securities Laws (as defined herein). Offers and sales of Subscription Receipts may also be made in the United States on a private placement basis pursuant to the exemption from the registration requirements of the U.S. Securities Act (as defined herein) provided by Rule 506(b) of Regulation D (as defined herein) and similar exemptions under applicable state securities laws through a U.S. Affiliate (as defined herein) and in accordance with the provisions of Schedule "C" to this Agreement. The Agents and the Company acknowledge that Schedule "C" forms part of this Agreement.

In consideration of the services to be rendered by the Agents in connection with the Offering, the Company agrees to pay to the Agents, the Commission (as defined herein) as set out in Section 13 hereto. The Agents' Commission and the Agents' *pro rata* portion of interest earned on the Escrowed Proceeds (as defined herein) shall be released to the Agents out of the Escrowed Funds on the Escrow Release Date (each as defined herein). The obligation of the Company to pay the Commission shall arise on the Escrow Release Date (as defined herein) and the Commission shall be fully earned by the Agents upon the satisfaction of the Escrow Release Conditions (as defined herein).

The Company agrees that the Agents will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Company, acting reasonably, as their agents to assist with the Offering in the Selling Jurisdictions and that the Agents may determine the remuneration payable by the Agents to such other dealers appointed by them.

Subscription Receipts

The Subscription Receipts, will be duly and validly created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") among the Company, the Agents and TSX Trust Company, as subscription receipt agent (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date (as defined herein). Each Subscription Receipt will entitle the holder thereof to receive upon satisfaction of the Escrow Release Conditions, and without payment of additional consideration or further action, one unit of the Company (a "**Unit**"). Each Unit consists of one Unit Share (as defined herein) and one-half of one Warrant (as defined herein). Each whole Warrant shall entitle the holder thereof to acquire one Warrant Share (as defined herein) at a price of $0.60 until the date which is 24 months following the Effective Date (as defined herein).

The gross proceeds from the Offering, excluding the Agents' Expenses (as defined herein) (the "**Escrowed Proceeds**") will be deposited at the Closing Time (as defined herein) in escrow with the Subscription Receipt Agent, and held in an interest bearing account pending satisfaction or waiver of the Escrow Release Conditions, in accordance with the provisions of the Subscription Receipt Agreement. Provided that the Escrow Release Conditions are satisfied or waived prior to 5:00 p.m. (Toronto time) on March 31, 2017 (the "**Escrow Release Deadline**"), the Subscription Receipt Agent will release the Escrowed Funds to the Company (less the Agents' Commission and the Agents' *pro rata* portion of interest earned on the Escrowed Proceeds which amounts shall be released to the Agents), and each Subscription Receipt will entitle the holder thereof to be issued one Unit without payment of additional consideration and without any further action by the holder thereof.

If: (i) the Escrow Release Conditions are not satisfied prior to the Escrow Release Deadline; or (ii) prior to the Escrow Release Deadline the Company advises the Agents or announces to the public that it does not intend to satisfy any of the Escrow Release Conditions (each such event being a "**Termination Event**"), the Subscription Receipt Agent will return to each holder of Subscription Receipts, as soon as practicable following the Termination Event an amount equal to the aggregate Subscription Price of the Subscription Receipts held by such holder and their *pro rata* portion of interest earned on the Escrowed Proceeds (less applicable withholding tax, if any) and the Subscription Receipts will be cancelled without any further action on the part of the holders. The Company shall be responsible and liable to the holders of Subscription Receipts for any shortfall between the aggregate Subscription Price paid by the original holders of the Subscription Receipts and the Escrowed Funds.

The description of the Subscription Receipts herein is a summary only and is subject to the specific attributes and detailed provisions of the Subscription Receipts set forth in the Subscription Receipt Agreement. In the case of any inconsistency between the description of the Subscription Receipts in this Agreement and their terms and conditions as set forth in the Subscription Receipt Agreement, the provisions of the Subscription Receipt Agreement will govern.

DEFINITIONS

(a) In this Agreement, in addition to the terms defined above, the following terms shall have the following meanings:

"**Act**" means the *Business Corporations Act* (British Columbia).

"**Affiliates**" means the affiliates of the Agents.

"**affiliate**", "**associate**", "**distribution**", "**material change**", "**material fact**" and "**misrepresentation**" have the respective meanings ascribed thereto in the *Securities Act* (British Columbia) in effect on the date hereof.

"**Agents' Expenses**" means all expenses payable to the Agents in connection with the Offering pursuant to Section 9 hereof.

"**Agreement**" means this agreement, being the agreement resulting from the acceptance by the Company of the offer made by the Agents hereby.

"**Applicable Laws**" means all applicable laws, regulations, policies, statutes, ordinances, by-laws, codes, orders, consents, decrees, judgements, decisions, rulings, awards, directives or guidelines of any Governmental Authority, including the terms and conditions of any Permits, including any judicial or administrative interpretations thereof;

"**Arrangement**" means the arrangement to be completed between Renntiger and Roll-Up pursuant to Section 288 of the Act, on the terms and conditions set out in the Plan of Arrangement, subject to any amendment or supplement thereto, made in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement or made at the direction of the Court.

"**Arrangement Agreement**" means the amended and restated arrangement agreement dated February 8, 2017 between the Company and Roll-Up, as amended or supplemented from time to time in accordance with its terms, including all schedules and appendices attached thereto, together with the Company Disclosure Letter and the Roll-Up Disclosure Letter.

"**Bonita Agreement**" means the finder's fee agreement dated May 28, 2014 between the Company and 18526 Yukon Inc.

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario or Vancouver, British Columbia are not open for business.

"**CDS**" means CDS Clearing and Depository Services Inc.

"**Circular**" means the Company's management information circular, including all schedules, appendices and exhibits attached thereto, and the notice of meeting and proxy form to be sent by the Company to its shareholders in connection with the special meeting of shareholders of the Company to be held to approve the Arrangement.

"**Closing**" means the completion of the purchase and sale of the Subscription Receipts as contemplated by this Agreement and the Subscription Agreements.

"**Closing Date**" means the day on which the Closing shall occur, being February 9, 2017 or such other date as the Agents and the Company may determine.

"**Closing Time**" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and the Agents may determine.

"**Common Shares**" means the common shares in the capital of the Company.

"**Commission**" has the meaning ascribed to such term in Section 13 hereof.

“**Company**” means Renntiger Resources Limited, a company existing under the laws of the Province of British Columbia.

“**Company Disclosure Letter**” means the updated disclosure letter of the Company dated February 8, 2017 and delivered to Roll-Up, contemporaneously with the execution and delivery of the Arrangement Agreement.

“**Compensation Option**” has the meaning ascribed to such term in Section 13 hereof.

“**Compensation Option Certificates**” means the certificates representing the Compensation Options and containing the terms thereof.

“**Compensation Share**” has the meaning ascribed to such term in Section 13 hereof.

“**Concurrent Offering**” means the non-brokered private placement of up to 4,500,000 Subscription Receipts at the Subscription Price for aggregate gross proceeds of up to $1,350,000, to be completed by the Company concurrently with the completion of the Offering, exclusively for the purposes of enabling certain of the Corporation’s existing shareholders to exercise their pre-existing rights of participation.

“**Court**” means the Supreme Court of British Columbia.

“**Debt Instrument**” means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Company or the Subsidiary is a party to or otherwise bound by and which is material to the Company or the Subsidiary.

“**Disclosure Documents**” means, collectively, the Offering Memorandum, the Circular and the Filing Statement.

“**Effective Date**” means the date on which the Arrangement is effective as contemplated in the Plan of Arrangement.

“**Employee Plans**” has the meaning ascribed to such term in Section 4.1(iii) hereof.

“**Encumbrances**” means any encumbrance of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, right of first refusal, acquisition right, privilege, easement, right of way, servitude, restrictive covenant, right of use or any other right or claim of any kind or nature whatsoever which affects ownership or possession of, or title to, any interest in, or right to use or occupy property or assets.

“**Environmental Laws**” means all Applicable Laws relating to the environment or environmental issues (including air, surface, water and stratospheric matters) or to the protection of the environment, occupational and human health and safety, including without limitation relating to the manufacture, treatment, use, processing, storage, disposal, discharge, release, transport or handling of any Hazardous Materials.

“**Escrow Release Conditions**” means collectively:

(a) the completion or satisfaction of all conditions precedent to the Qualifying Transaction, to the satisfaction of the Agents;

(b) the receipt of all required shareholder and regulatory approvals, including, without limitation, the conditional approval of the TSXV for the Qualifying Transaction;

(c) the receipt by the Agents of an opinion of counsel of the Company that upon issuance of the Units and completion of the Qualifying Transaction, the Resulting Issuer Securities issued in exchange for or in lieu of the Underlying Securities, will not be subject to any statutory or other hold period in Canada, subject to any conditions imposed under Section 2.6 of National Instrument 45-102; and

(d) the Company and the Agents, having delivered a joint notice and direction to the Subscription Receipt Agent confirming that the conditions set forth above have been met or waived.

As a condition precedent to the execution by the Agents of the notice referred to in (d) above, the President (or such other officer as may be acceptable to the Agents, acting reasonably) shall certify to the Agents that the Escrow Release Conditions (other than that set out in (d) above) have been satisfied.

"**Escrow Release Date**" means the date on which the Escrow Release Conditions have been satisfied and the Unit Shares and Warrants have been issued to the holders of the Subscription Receipts and the Escrowed Funds have been released to the Company and the Agents, as applicable, all in accordance with the terms of the Subscription Receipt Agreement.

"**Escrow Release Deadline**" has the meaning ascribed to such term on page 2 of this Agreement.

"**Escrowed Funds**" means the Escrowed Proceeds, together with all interest earned thereon.

"**Escrowed Proceeds**" has the meaning ascribed to such term on page 2 of this Agreement.

"**Expiry Date**" means the date that is (i) 24 months following the completion of the Qualifying Transaction, and (ii) March 31, 2019, in the event the Qualifying Transaction is not completed.

"**Filing Statement**" means the filing statement to be filed by Roll-Up with the TSXV in connection with the Qualifying Transaction pursuant to Policy 2.4 – *Capital Pool Companies* of the TSXV.

"**Financial Statements**" means the Company's audited consolidated financial statement for the years ended March 31, 2016 and 2015, including the notes thereto.

"**GMP**" means GMP Securities L.P.

"**Governmental Authority**" means and includes, without limitation, any national, federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing.

"**Government Official**" means (a) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Authority, (b) any salaried political party official, elected member of political office or candidate for political office, or (c) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses.

"**Hazardous Materials**" means any pollutants, contaminants, chemicals or industrial toxic or hazardous wastes or substances, including petroleum or petroleum products.

"**IFRS**" means International Financial Reporting Standards as issued by the International Accounting Standards Board.

"**including**" means including without limitation.

"**Indemnified Parties**" has the meaning ascribed to such term in Section 11(a) hereof.

"**Indemnitor**" has the meaning ascribed to such term in Section 11(a) hereof.

"**Leased Premises**" means the premises which are material to the Company or the Subsidiary and which the Company or the Subsidiary occupy as a tenant.

"**Material Adverse Effect**" means in respect of any entity, any change, event, occurrence, state of facts, effect or circumstance that, individually or in the aggregate with other such changes, events, occurrences, states of fact, effects or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, prospects, capitalization, financial condition or liabilities of such entity, taken as a whole, other than any change, event, occurrence or state of facts:

(i) relating to conditions affecting the mining industry generally in jurisdictions in which the party carries on business, including a decrease in the price of gold/copper, or changes in metal prices, laws, taxes or IFRS;

(ii) relating to general or economic, financial, currency exchange, securities or commodities market conditions;

(iii) resulting from any matter which was publicly disclosed or which was communicated in writing to the other party prior to the date of this Agreement;

(iv) attributable to the announcement or pendency of this Agreement or the Arrangement, or otherwise contemplated by or resulting from the terms of this Agreement;

(v) relating to changes, developments or conditions resulting from any act of sabotage or terrorism or any outbreak of hostilities or declared or undeclared war, or any escalation or worsening of such acts of sabotage, terrorism, hostilities or war; or

(vi) relating to any decrease in the market price or any decline in the trading volume of that entity's common shares (it being understood that the causes underlying such change in the market price or trading volume (other than those in items (i) to (v) above) may be taken into account in determining whether a Material Adverse Effect has occurred);

provided, that such change, event, occurrence or state of facts does not primarily relate only to (or have the effect of primarily relating only to) that entity and its subsidiaries, taken as a whole, or disproportionately adversely affect that entity and its subsidiaries, taken as a whole, compared to other companies of similar size operating in the same industry as that entity and its subsidiaries;

"**Material Agreement**" means any contract, commitment, agreement, instrument, lease or other document (written or oral), to which the Company or the Subsidiary is a party to or otherwise bound by and which is material to the Company and the Subsidiary (including for certainty the Bonita Agreement and the Selex Agreement).

"**Material Property**" means the Bonita Copper and Gold Property consisting of 326 BLM Lode Mining Claims covering approximately 2,725 hectares, located in Humboldt County, Nevada, USA.

"**Mining Rights**" means all prospecting, exploration, development, ingress, egress, access and surface rights, mining and mineral rights, concessions, claims, licenses, leases, permits, consents, approvals and authorizations in respect of the Material Property.

"**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*.

"**Money-Laundering Laws**" has the meaning ascribed to such term in Section 4.1(cc).

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*.

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*.

"**Offering**" has the meaning ascribed to such term on the face page of this Agreement.

"**Offering Memorandum**" means the marketing presentation of the Company dated January 2017, which was prepared in connection with the Offering.

"**Permits**" means any regulatory approval, licence, permit, approval, consent, certificate, registration, filing or other authorization of or issued by any Governmental Entity under Applicable Laws, including Environmental Laws.

"**Person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, partnership, trust, fund, association, syndicate, organization or other organized group of persons, whether incorporated or not, and pronouns have a similar extended meaning.

"**Plan of Arrangement**" means the plan of arrangement in substantially the form and content set out in Schedule A to the Arrangement Agreement, as amended or supplemented from time to time in accordance with the terms of the Arrangement Agreement, Article 6 of the Plan of Arrangement (with the consent of the parties acting reasonably) or made at the direction of the Court.

"**Public Disclosure Documents**" means, collectively, all of the documents which have been filed by or on behalf of Roll-Up prior to the Closing Time with the relevant Securities Regulators pursuant to the requirements of Canadian Securities Laws, including all documents filed on SEDAR at www.sedar.com during such period.

"**Purchasers**" means the persons who, as purchasers, acquire the Subscription Receipts by duly completing, executing and delivering the Subscription Agreements and any other required documentation.

"**Qualifying Transaction**" means the completion of the Arrangement, which will constitute Roll-Up's "Qualifying Transaction" within the meaning of Policy 2.4 – *Capital Pool Companies* of the TSXV.

“**Resulting Issuer**” means Roll-Up after giving effect to the Qualifying Transaction and the transactions contemplated under the Arrangement Agreement.

“**Resulting Issuer Compensation Options**” means the compensation options of the Resulting Issuer, issued in exchange for the Compensation Options, pursuant to the Qualifying Transaction.

“**Resulting Issuer Securities**” means the securities of the Resulting Issuer, issued in exchange for or in lieu of the Underlying Securities pursuant to the Arrangement.

“**Resulting Issuer Shares**” means the common shares in the capital of the Resulting Issuer.

“**Roll-Up**” means Roll-Up Capital Corp., a capital pool company listed on the TSXV and incorporated pursuant to the laws of the Province of Alberta.

“**Roll-Up Disclosure Letter**” means the updated disclosure letter of Roll-Up dated February 8, 2017 and delivered to the Company, contemporaneously with the execution and delivery of the Arrangement Agreement.

“**Roll-Up Financial Statements**” means collectively, (i) the audited financial statements for the period ended December 31, 2015, and (ii) the unaudited condensed financial statements of Roll-Up for the three and nine months ended September 30, 2016, in each case including the notes thereto.

“**Roll-Up Shares**” means the common shares in the capital of Roll-Up.

“**Securities Laws**” means all applicable securities laws in each of the Selling Jurisdictions and the respective regulations and rules made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, notices, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such provinces and all rules and policies of the TSXV, as applicable.

“**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in the Selling Jurisdictions.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval, operated and administered by the Canadian Securities Administrators.

“**Selex Agreement**” means the acquisition agreement dated October 28, 2016 between the Company and Selex Resources Ltd.

“**Selling Jurisdictions**” means the Provinces of Canada, the United States and such other jurisdictions outside of Canada and the United States as agreed to by the Agents and the Company.

“**Subscription Agreements**” means, collectively, the subscription agreements for the Subscription Receipts, in the forms agreed upon by the Agents and the Company pursuant to which Purchasers agree to subscribe for and purchase the Subscription Receipts pursuant to the Offering as herein contemplated and shall include, for greater certainty, all schedules thereto; and “**Subscription Agreement**” means any one of them, as the context requires.

“**Subscription Price**” has the meaning ascribed to such term on the face page of this Agreement.

“**Subscription Receipt Agent**” means TSX Trust Company.

"**Subscription Receipt Agreement**" means the subscription receipt agreement dated the date hereof between the Subscription Receipt Agent, the Company and the Agents in relation to the Subscription Receipts, as amended or supplemented from time to time.

"**Subscription Receipts**" has the meaning ascribed to such term on the face page of this Agreement.

"**subsidiary**" and "**subsidiaries**" shall have the meaning ascribed thereto in the Act.

"**Subsidiary**" means Renntiger Resources U.S.A. Limited, existing under the laws of the State of Nevada.

"**Taxes**" has the meaning ascribed to such term in Section 4.1(aa) hereof.

"**Technical Report**" means the technical report entitled "2015 Technical (N.I. 43-101) Report on The Bonita Property" with an effective date of October 23, 2015, prepared by Robert W. Holroyd, P.Geo, as currently being updated by the author as requested by the TSXV in connection with the Qualifying Transaction.

Termination Event" has the meaning ascribed to such term on page 2 of this Agreement.

"**Transaction Documents**" means collectively, this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture and the Compensation Option Certificates.

"**TSXV**" means the TSX Venture Exchange.

"**Underlying Securities**" means collectively, the Units, the Unit Shares, the Warrants and the Warrant Shares.

"**Unit**" has the meaning ascribed to such term on page 2 of this Agreement.

"**Unit Share**" means the Common Share comprising part of the Unit.

"**United States**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

"**U.S. Affiliates**" means the duly registered United States broker-dealer affiliates of the Agents.

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

"**Warrant**" means one whole Common Share purchase warrant of the Company, with one-half of one Warrant comprising part of each Unit, entitling the holder thereof to acquire one Warrant Share at an exercise price of $0.60 for a period of 24 months following the Effective Date.

"**Warrant Agent**" means TSX Trust Company.

"**Warrant Indenture**" means the warrant indenture dated the date hereof between the Warrant Agent, the Company and Roll-Up in relation to the Warrants, as amended or supplemented from time to time.

"**Warrant Share**" means a Common Share issuable upon exercise of a Warrant.

TERMS AND CONDITIONS

1. (a) Sale on Exempt Basis. The Agents shall offer for sale and sell the Subscription Receipts pursuant to the Offering in the Selling Jurisdictions in accordance with the terms of this Agreement, including with respect to offers and sales of the Subscription Receipts in the United States, Schedule "C" attached hereto, on a private placement basis in compliance with all applicable Securities Laws such that the offer and sale of the Subscription Receipts does not obligate the Company to file a prospectus, a registration statement or other offering document or deliver or file an offering memorandum or other offering document under applicable Securities Laws, other than the Offering Memorandum.

(b) Filings. The Company agrees to comply with all applicable Securities Laws on a timely basis in connection with the Offering and undertakes to file, or cause to be filed, within the periods stipulated under applicable Securities Laws, all forms or undertakings required to be filed by the Company in connection with the issue and sale of the Subscription Receipts so that the distribution of the Subscription Receipts may lawfully occur without the necessity of filing a prospectus or a registration statement in the Selling Jurisdictions, and the Agents undertake to use their commercially reasonable best efforts to cause Purchasers to complete any forms required by Securities Laws. All fees payable in connection with such filings shall be at the expense of the Company.

(c) General Solicitation or Advertising. Neither the Company nor the Agents shall provide to prospective purchasers of the Subscription Receipts any document or other material, other than the Offering Memorandum, that would constitute an offering memorandum or future oriented financial information within the meaning of Canadian Securities Laws. Neither the Company nor the Agents shall engage in any form of general solicitation or general advertising in connection with the offer and sale of the Subscription Receipts, including but not limited to, causing the sale of the Subscription Receipts to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Subscription Receipts whose attendees have been invited by general solicitation or advertising.

(d) Legends. The Subscription Receipts, the Underlying Securities, the Compensation Options (and any Compensation Shares if exercised prior to the "restricted period" noted below) will be subject to an indefinite "restricted period" under applicable Canadian securities laws of four months and one day from the later of the applicable Closing Date and the date the Company becomes a reporting issuer under the securities laws of any province or territory of Canada, in addition to any restrictions on transfer of the Subscription Receipts set forth in the U.S. Securities Act and the regulations promulgated thereunder in connection with the status of the Subscription Receipts as "restricted securities" (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act). The Subscription Receipts and the Underlying Securities shall have attached to them, whether through the electronic deposit system of CDS, or other electronic book-entry system, or on certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to a legend substantially in the following form:

> "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) FEBRUARY 9, 2017, AND (ii) THE DATE THAT THE ISSUER BECAME A REPORTING ISSUER IN ANY PROVINCE OR TERRITORY."

Additionally, any certificates representing the Subscription Receipts, the Underlying Securities, any Resulting Issuer Securities, the Compensation Options (and any Compensation Shares), if purchased or otherwise acquired in connection with the Offering by or on behalf of a person in the United States, in the case of the Subscription Receipts, the Underlying Securities and the Resulting Issuer Securities, or a U.S.

Person (as defined in Rule 902 promulgated under the U.S. Securities Act), in the case of the Compensation Options and the Compensation Shares, shall bear the following legend:

> "THE SECURITIES REPRESENTED HEREBY [IN THE CASE OF SUBSCRIPTION RECEIPTS AND COMPENSATION OPTIONS: AND THE SECURITIES ISSUABLE PURSUANT HERETO] HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) IN COMPLIANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (1) RULE 144A OF THE U.S. SECURITIES ACT, IF AVAILABLE, TO A PERSON WHO THE SELLER REASONABLY BELIEVES IS A "QUALIFIED INSTITUTIONAL BUYER", AS DEFINED IN RULE 144A UNDER THE U.S. SECURITIES ACT ("QUALIFIED INSTITUTIONAL BUYER"), THAT IS PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER TO WHOM NOTICE IS GIVEN THAT THE OFFER, SALE, PLEDGE OR TRANSFER IS BEING MADE IN RELIANCE OF RULE 144A UNDER THE U.S. SECURITIES ACT, OR (2) RULE 144 UNDER THE U.S. SECURITIES ACT, IF AVAILABLE, AND, IN EACH CASE, IN ACCORDANCE WITH APPLICABLE STATE SECURITIES LAWS, OR (D) IN ANOTHER TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE U.S. SECURITIES ACT OR ANY APPLICABLE STATE SECURITIES LAWS, AND, IN THE CASE OF (C)(2) AND (D) ABOVE, AFTER THE SELLER FURNISHES TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION TO SUCH EFFECT. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

2. (a) Covenants. The Company and Roll-Up, as applicable, hereby covenant to the Agents and acknowledges that each of them is relying on such covenants in connection with the purchase of the Subscription Receipts, that:

(i) *Due Diligence*. The Company will allow the Agents and their representatives the opportunity to conduct all due diligence which the Agents may reasonably require to be conducted prior to the Escrow Release Date.

(ii) *Delivery of Transaction Documents*. The Company will duly execute and deliver the Transaction Documents at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Company. Roll-Up will duly execute and deliver this Agreement and the Warrant Indenture at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by Roll-Up.

(iii) *Validly Issued Subscription Receipts*. The Company will ensure that on the Closing Date the Subscription Receipts shall be duly and validly created, authorized and issued and have the attributes corresponding to the description thereof set forth in this Agreement, the Subscription Agreements and the Subscription Receipt Agreement.

(iv) *Validly Allotted and Issued Unit Shares*. The Company will ensure that at all times while the Subscription Receipts remain outstanding, a sufficient number of Unit Shares are allotted and reserved for issuance in accordance with the terms of the Subscription Receipt Agreement and upon issuance, the Unit Shares are duly and validly issued as fully paid and non-assessable Common Shares.

(v) *Validly Issued Warrants*. The Company will ensure that the Warrants are duly and validly created, authorized and issued in accordance with the terms of the Subscription Receipt Agreement and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Warrant Indenture.

(vi) *Validly Issued Warrant Shares*. The Company will ensure that at all times prior to the date that is 24 months following the Effective Date, a sufficient number of Warrant Shares are allotted and reserved for issuance upon the due and proper exercise of the Warrants and upon issuance in accordance with the terms of the Warrant Indenture, the Warrant Shares are duly and validly issued as fully paid and non-assessable Common Shares.

(vii) *Validly Issued Compensation Options*. The Company will ensure that the Compensation Options upon issuance shall be duly and validly created, authorized and issued and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Compensation Option Certificates. Upon completion of the Qualifying Transaction, it is intended that any Compensation Options then outstanding will be automatically exchanged for Resulting Issuer Compensation Options on the same economic and other terms and that have substantially the same attributes as the Compensation Options set forth in this Agreement and the Compensation Option Certificates.

(viii) *Validly Issued Compensation Shares*. The Company will ensure that, at all times prior to the Expiry Date, a sufficient number of Compensation Shares are allotted and reserved for issuance upon the due and proper exercise of the Compensation Options. The Compensation Shares, upon issuance in accordance with the terms of the Compensation Option Certificates, shall be duly issued as fully paid and non-assessable Common Shares. It is intended that any Compensation Options that are automatically exchanged for Resulting Issuer Compensation Options upon completion of the Qualifying Transaction, will be exercised for Resulting Issuer Shares in accordance with the terms of the Compensation Certificates, and such Resulting Issuer Shares will be freely tradable and approved for listing and trading on the TSXV.

(ix) *Subscription Receipt Agent*. The Company will ensure that on or prior to the Closing Date, the Subscription Receipt Agent has been duly appointed to act as subscription receipt agent in respect of the Subscription Receipts.

(x) *Warrant Agent*. The Company will ensure that on or prior to the Closing Date, the Warrant Agent has been duly appointed to act as warrant agent in respect of the Warrants.

(xi) *Concurrent Offering*. The Company will take all actions necessary and use its best efforts to complete the Concurrent Offering.

(xii) *Consents and Approvals.* The Company will make or obtain, as applicable, at or prior to the Closing Time, all consents, approvals, permits, authorizations and filings as may be required by the Company for the consummation of the transactions contemplated herein under Securities Laws and as may otherwise be required by the Company, including under any Material Agreement or Debt Instrument.

(xiii) *Regulatory Filings*. The Company will execute and file with the Securities Regulators all forms, notices and certificates required to be filed by the Company pursuant to the Securities Laws within the applicable time frame pursuant to Securities Laws, including, for greater certainty, Form 45-106F1 of NI 45-106, the Offering Memorandum and any other forms, notices and certificates set forth in the opinions delivered to the Agents pursuant to the closing conditions set forth in Section 7 hereof.

(xiv) *Standstill*. The Company and Roll-Up (including for greater certainty, the Resulting Issuer), will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of (or agree to or publicly announce any intention to do any of the foregoing) any additional Common Shares (or Resulting Issuer Shares) or any securities convertible or exchangeable into Common Shares (or Resulting Issuer Shares), other than pursuant to (A) the Offering (including the exercise of any Warrants), (B) the Concurrent Offering (including the exercise of any warrants issued thereunder), (C) the Qualifying Transaction, (D) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements, (E) the issuance of Common Shares (or Resulting Issuer Shares) upon the exercise of convertible securities, warrants, options or any other commitment or agreement outstanding prior to the date hereof, and/or (F) any arm's length property acquisition transaction or other corporate acquisition by the Company or Roll-Up, for a period commencing on the date hereof and ending 120 days from the Effective Date, without the prior written consent of the Agents, such consent not to be unreasonably withheld.

(xv) *Lock-Up Agreements*. The Company will use its best efforts to cause each of the officers and directors of the Company to execute lock up agreements, in favour of the Agents, in a form satisfactory to the Company and the Agents, acting reasonably pursuant to which they agree not to directly or indirectly, offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or agree to or publicly announce any intention to do any of the foregoing), whether through the facilities of any stock exchange, by private placement or otherwise, any Common Shares or other securities of the Company or any successor (including for greater certainty, the Resulting Issuer) held by them, for a period commencing on the date hereof and ending 180 days from the Effective Date, unless (A) they first obtain the prior written consent of the Agents, which consent shall not be unreasonably withheld, or (B) there occurs a take-over bid or similar transaction involving a change of control of the Company, other than the Qualifying Transaction.

(xvi) *Closing Conditions*. The Company and Roll-Up, as applicable, will fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions set out in Section 7 hereof.

(xvii) *Use of Proceeds*. The Company and Roll-Up will ensure that the net proceeds from the Offering will be applied towards funding the exploration and development of the Material Property and for general corporate purposes.

(xviii) *Qualifying Transaction Completion by the Company*. The Company will use commercially reasonable best efforts to (i) obtain the requisite shareholder approval of the Arrangement, in accordance with applicable corporate laws and Canadian Securities Laws, (ii) obtain the interim order and final order of the Court approving the Plan of Arrangement in accordance with the terms of the Arrangement Agreement, (iii) complete the Arrangement on substantially the same terms as set out in the Arrangement Agreement and not amend, delete or waive any material provision of the Arrangement Agreement, without the prior written consent of GMP, on behalf of the Agents, and (iv) otherwise do all such other acts and things necessary to satisfy the Escrow Release Conditions prior to the Escrow Release Deadline.

(xix) *Qualifying Transaction Completion by Roll-Up*. Roll-Up will use commercially reasonable best efforts to (i) obtain all requisite corporate, shareholder and TSXV approvals in connection with the Qualifying Transaction, in accordance with applicable corporate laws and Canadian Securities Laws, (ii) complete the Arrangement on substantially the same terms as set out in the Arrangement Agreement and not amend, delete or waive any material provision of the Arrangement Agreement, without the prior written consent of GMP, on behalf of the Agents, and (iii) otherwise do all such other acts and things within its control such that the Escrow Release Conditions will be satisfied prior to the Escrow Release Deadline.

(xx) *Exchange of Securities*. The Company and Roll-Up will take all actions necessary in connection with the completion of the Qualifying Transaction, to (i) ensure that the Unit Shares and Warrants will be exchanged for Resulting Issuer Securities, the Compensation Options will be exchanged for Resulting Issuer Compensation Options, none of which will be subject to a statutory hold period in Canada upon completion of the Qualifying Transaction, and (ii) ensure that the Resulting Issuer Shares will be approved for listing and trading on the TSXV.

(xxi) *Maintain Reporting Issuer Status*. Upon completion of the Qualifying Transaction, the Company and Roll-Up will use commercially reasonable efforts to cause the Resulting Issuer to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws in each of the provinces of British Columbia. Alberta and Ontario until the date that is two years following the Effective Date, provided that this covenant shall not prevent the Resulting Issuer from completing any transaction which would result in the Resulting Issuer ceasing to be a "reporting issuer" so long as the holders of Resulting Issuer Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV, as applicable.

(xxii) *Maintain Stock Exchange Listing*. Upon completion of the Qualifying Transaction, the Company and Roll-Up will use commercially reasonable efforts to cause the Resulting Issuer to remain listed for trading on the TSXV, until the date that is two years following the Effective Date, provided that this covenant shall not prevent the Resulting Issuer from completing any transaction which would result in the Resulting Issuer Shares ceasing to be listed so long as the holders of Resulting Issuer Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSXV, as applicable.

(b) Agents' Covenants. The Agents hereby severally, and neither jointly, nor jointly and severally, covenant and agree (and will use commercially reasonable best efforts to cause the selling group member to):

(i) conduct all activities in connection with the Offering in compliance with Securities Laws and all other laws applicable to the Agent (or an Affiliate of the Agent) or the selling group members;

(ii) obtain from each Purchaser a completed and executed Subscription Agreement (including all certifications, forms and other documentation contemplated thereby or as may be required by applicable securities regulatory authorities) in a form acceptable to the Company and the Agent;

(iii) not make any representation or warranty with respect to the Subscription Receipts, in connection with the Offering, other than as set forth in this Agreement or the Subscription Agreements;

(iv) not solicit, offer, sell, trade, distribute or otherwise do any act in furtherance of a trade of the Subscription Receipts in such manner as to require registration of the Subscription Receipts or the filing of a prospectus, registration statement or any similar document under the laws of any jurisdiction, other than the Offering Memorandum, or subject the Company to any continuous disclosure or other similar reporting requirements under the laws of any jurisdiction to which it is not currently subject;

(v) not engage in or authorize, directly or indirectly, any form of general advertising in connection with or in respect of the Subscription Receipts in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or otherwise or conduct any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising; and

(vi) that in connection with offers for sale pursuant to this Agreement they make the representations, warranties and covenants applicable to them in Schedule "C" hereto and agree to comply with the U.S. selling restrictions imposed by the laws of the United States and set forth in Schedule "C" hereto.

No Agent will be liable for any act or omission of any other Agent, such other Agent's Affiliates or U.S. Affiliates or any selling group member appointed by such other Agent, as the case may be.

3. (a) Material Changes During Distribution. During the period of distribution of the Subscription Receipts, the Company shall promptly notify the Agents (and, if requested by the Agents, confirm such notification in writing) of any material change or change in a material fact (in either case, whether actual, anticipated, contemplated or threatened, financial or otherwise) or any event or development involving a prospective material change or change in a material fact or any other change in the business, affairs, operations, assets (including information or data relating to the estimated value or book value of assets), properties, liabilities (contingent or otherwise), capital, ownership, control or management of the Company or the Subsidiary which would constitute a material change to, or a change in a material fact concerning, the Company (on a consolidated basis) or any other change which is of such a nature.

During the period of distribution of the Subscription Receipts, the Company shall promptly, and in any event, within any applicable time limitations, comply with all applicable filings and other requirements under Securities Laws and any other applicable securities laws as a result of such change. During such period, the Company shall in good faith discuss with the Agents any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice need be given to the Agents pursuant to this Section 3(a)

(b) Press Releases. Subject to applicable law, the Company agrees that it shall obtain prior approval of GMP (on behalf of the Agents) as to the content and form of any press release relating to the Offering, such approval not to be unreasonably withheld or delayed. In addition, in order to comply with applicable U.S. securities laws, any press release announcing or otherwise referring to the Offering shall include an appropriate notation as follows: "**Not for distribution to United States newswire services or for dissemination in the United States**. This press release is not an offer of the securities for sale in the United States. The securities have not been registered under the U.S. Securities Act of 1933, as amended, and may not be offered or sold in the United States absent registration or an exemption from registration. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any state in which such offer, solicitation or sale would be unlawful." The

Agents will have the right to disseminate the pre-approved press release to such Canadian news services as they see fit, provided that it complies with the preceding sentence.

4. Representations and Warranties of the Company and Roll-Up.

4.1 Representations and Warranties of the Company. The Company represents and warrants to the Agents and acknowledges that each of them is relying upon such representations and warranties in purchasing the Subscription Receipts and entering into this Agreement, that:

General Matters

(a) *Good Standing of the Company*. The Company (i) has been duly incorporated under the Act and is up-to-date in all material corporate filings and in good standing under the Act; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets; and (iii) has all requisite corporate power and authority to create, issue and sell, as applicable, the Subscription Receipts, the Underlying Securities, the Compensation Options, the Compensation Shares, and to enter into and carry out its obligations under the Transaction Documents and the Arrangement Agreement.

(b) *Ownership of Subsidiaries*. The Company's only subsidiary is the Subsidiary as listed in Schedule "A" hereto, which schedule is true, complete and accurate in all respects. All of the issued and outstanding shares in the capital of the Subsidiary have been duly authorized and validly issued, are fully paid and are directly or indirectly beneficially owned by the Company, free and clear of any Encumbrances, and none of the outstanding securities of the Subsidiary were issued in violation of the pre-emptive or similar rights of any security holder of such subsidiary. There exists no options, warrants, purchase rights, or other contracts or commitments that could require the Company to sell, transfer or otherwise dispose of any securities of the Subsidiary.

(c) *Good Standing of the Subsidiary*. The Subsidiary (i) has been duly incorporated in its jurisdiction of incorporation and is up-to-date in all material corporate filings and in good standing under the laws of such jurisdiction, (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets, and (iii) is duly qualified to transact business in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business.

(d) *Carrying on Business* The Company and the Subsidiary are, in all material respects, conducting their business in compliance with all Applicable Laws of each jurisdiction in which their respective businesses are carried on and are licensed, registered or qualified in all jurisdictions in which they own, lease or operate their properties or carry on business to enable their business to be carried on as now conducted and proposed to be conducted and their properties and assets to be owned, leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and they have not received a notice of non-compliance, nor know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such Applicable Laws or licences, registration and qualifications. Neither the Company nor the Subsidiary is aware of any legislation, or proposed legislation published by any Governmental Authority, which it anticipates will have a Material Adverse Effect.

(e) *No Proceedings for Dissolution*. No acts or proceedings have been taken, instituted or, are pending for the dissolution or liquidation of the Company or the Subsidiary.

(f) *Freedom to Compete*. Neither the Company nor the Subsidiary is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company or the Subsidiary to compete in any line of business, transfer or move any of its assets or operations.

(g) *Share Capital*. The authorized capital of the Company consists of an unlimited number of Common Shares, of which, as of the close of business on February 8, 2017, 18,589,528 Common Shares were outstanding as fully paid and non-assessable shares of the Company.

(h) *Absence of Rights*. As of the close of business on February 8, 2017, other than as set out in Schedule "B", and other than in connection with the Offering and the Concurrent Offering, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Company.

(i) *No Voting Agreements*. Other than in respect of voting support agreements entered into between the Company and certain shareholders of the Company in connection with the Qualifying Transaction, the Company is not a party to any agreement, nor is the Company aware of any agreement, which in any manner affects the voting control of any of the securities of the Company.

(j) *Dividends*. There is not, in the constating documents, by-laws or in any Material Agreement, Debt Instrument or other instrument or document to which the Company is a party, any restriction upon or impediment to, the declaration of dividends declared in accordance with the Act by the directors of the Company or the payment of dividends by the Company to the holders of the Common Shares.

(k) *Reporting Issuer Status* of Company. The Company is not a "reporting issuer" in any province or territory of Canada, none of its securities are listed or quoted for trading on any stock exchange, over-the-counter market or other quotation system and the Company has not, as of the date hereof, applied to list any of its securities on any stock exchange, over-the-counter market or other quotation system nor has the Company applied to any stock exchange or equivalent Governmental Authority for a ticker symbol.

(l) *No Cease Trade Orders*. No order ceasing or suspending trading in the securities of the Company or prohibiting the sale or issuance of the Subscription Receipts, the Underlying Securities, the Compensation Options or Compensation Shares has been issued and no proceedings for such purpose has been threatened or, to the best knowledge of the Company, are pending.

(m) *Material Agreements and Debt Instruments.* All of the Material Agreements and Debt Instruments are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Company and the Subsidiary have performed all obligations (including payment obligations) in a timely manner under, and are in compliance with all terms, conditions and covenants contained in each Material Agreement and Debt Instrument other than those which individually or in the aggregate would not reasonably be expected to have a Material Adverse Effect. Neither the Company nor the Subsidiary is in violation, breach or default nor has any of them received any notification from any party claiming that the Company or Subsidiary is in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Company, is in breach, violation or default of any term under any Material Agreement or Debt Instrument, except in each case where such violation, breach or default would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(n) *Indebtedness*. Other than the intercompany debt in the amount of $2,340,864 (as of September 30, 2016), the Company and the Subsidiary are not party to any other Debt Instrument or any agreement, contract or commitment to create, assume or issue any debt instrument and neither the Company nor any Subsidiary has made any loans to, or guaranteed the obligations of, any Person.

(o) *No Default or Breach*. The Company is not in breach or default of, and the execution and delivery of the Transaction Documents and the Arrangement Agreement and the performance by the Company of its obligations hereunder or thereunder, and the issue, delivery and sale, as applicable, of the Subscription Receipts, the Underlying Securities, the Compensation Options and the Compensation Shares do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (A) any Applicable Laws, including Securities Laws; (B) the articles, notice of articles or resolutions of the Company which are in effect at the date of hereof; (C) any Material Agreement or Debt Instrument; or (D) any judgment, decree or order binding the Company, the Subsidiary or the properties or assets of the Company or the Subsidiary.

(p) *No Actions or Proceedings*. There are no material actions, claims, suits, proceedings or investigations (whether or not purportedly by or on behalf of the Company or the Subsidiary) threatened against or affecting or, to the best knowledge of the Company, pending against the Company or the Subsidiary at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Authority, which if determined adversely would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no judgments or orders against the Company or the Subsidiary which are unsatisfied, nor are there any consent decrees or injunctions to which the Company or the Subsidiary or their properties or assets are subject.

(q) *Financial Statements*. The Financial Statements (i) have been prepared in accordance with the IFRS, applied on a consistent basis throughout the periods involved or as noted therein, (ii) do not contain any misrepresentations with respect to the periods covered therein, and (iii) present fairly, in all material respects, the financial condition and results of operation of the Company (on a consolidated basis) for the periods then ended.

(r) *Off-Balance Sheet Arrangements and Liabilities*. There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) or any indebtedness or liabilities (whether accrued, absolute, contingent or otherwise) of the Company or the Subsidiary, which are required to be disclosed and are not disclosed or reflected in the Financial Statements.

(s) *Internal Accounting Controls* The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with applicable generally accepted accounting principles and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(t) *Accounting Policies.* There has been no change in accounting policies or practices of the Company since March 31, 2016, other than as required by IFRS and as disclosed in the Financial Statements.

(u) *No Material Changes*. Since March 31, 2016, other than in connection with the Qualifying Transaction:

(i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Company on a consolidated basis;

(ii) there has not been any material change in the capital stock or long-term debt of the Company on a consolidated basis; and

(iii) the Company and the Subsidiary have carried on business in the ordinary course.

(v) *Purchases and Sales*. Neither the Company nor the Subsidiary has approved, is contemplating or has entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or the sale, transfer or disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Company or the Subsidiary, whether by asset sale, transfer of shares or otherwise (in each case other than in connection with the Qualifying Transaction);

(ii) the change of control of the Company or the Subsidiary (other than in connection with the Qualifying Transaction), by sale or transfer of shares or sale of all or substantially all of the property and assets or otherwise; or

(iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Company.

(w) *No Loans or Non-Arm's Length Transactions.* Except as referred to in subsection 4.1(n) above, the Company is not a party to any Debt Instrument or has any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any Person not dealing at arm's length with the Company.

(x) *Leased Premises*. With respect to each of the Leased Premises, the Company and the Subsidiary occupy the Leased Premises and each has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Company and the Subsidiary occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of the transactions described herein by the Company, will not afford any of the parties to such leases or any other person the right to terminate such lease or result in any additional or more onerous obligations under such leases.

(y) *Insurance*. The Company and the Subsidiary maintain insurance by insurers of recognized financial responsibility against such losses, risks and damages to their properties and assets in such amounts that are customary for the business in which they are engaged and on a basis consistent with reasonably prudent persons in comparable businesses, in comparable geographic locations, and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring the Company, the Subsidiary, and their respective directors, officers and employees, and their business, operations and assets are in good standing, in full force and effect in all respects and not in default. Each of the Company and the Subsidiary is in compliance with the terms of such policies and instruments in all material respects and there are no material claims by the Company or the Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause. The Company has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, and neither the Company nor the Subsidiary has failed to promptly give any notice of any material claim thereunder.

(z) *Taxes*. (i) All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Company and the Subsidiary have been paid; (ii) all tax returns, declarations, remittances and filings required to be filed by the Company and the Subsidiary have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading; and (iii) to the best of the knowledge of the Company, no material examination of any tax return of the Company or the Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Company or the Subsidiary.

(aa) *Anti-Bribery and Anti-Corruption Laws*. Neither the Company nor the Subsidiary, nor to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of any of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Company or the Subsidiary, including but not limited to the U.S. Foreign Corrupt Practices Act and the *Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (A) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of the Company or the Subsidiary in obtaining or retaining business for or with, or directing business to, any person; or (B) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Company nor the Subsidiary, nor to the knowledge of the Company, any director, officer, employee, consultant, representative or agent of any of the foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Company or the Subsidiary, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws.

(bb) *Anti-Money Laundering*. The business and operations of the Company and the Subsidiary are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving the Company or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(cc) *Directors and Officers.* To the knowledge of the Company, none of the current or proposed directors or officers of the Company (including upon completion of the Qualifying Transaction) are now, or have ever been subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.

(dd) *Related Parties*. None of the current directors, officers or employees of the Company, any known holder of more than 10% of any class of shares of the Company, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction with the Company which, as the case may be, materially affected, is material to or is reasonably expected to materially affect the Company and the Subsidiary on a consolidated basis.

(ee) *Minute Books*. The minute books and records of the Company and the Subsidiary which the Company has made available to the Agents and their counsel Cassels Brock & Blackwell LLP in connection with their due diligence investigation of the Company and the Subsidiary for the period from inception to the date of examination thereof are all of the minute books and all of the records of the Company and the Subsidiary for such period and contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects.

(ff) *Full Disclosure*. All information relating to the Company and the Subsidiary and their respective businesses, properties and liabilities, including all financial, marketing, sales and operational information, as applicable, and information in connection with the Qualifying Transaction, provided to the Agents is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information materially misleading.

<u>*The Offering*</u>

(gg) *Validly Issued Subscription Receipts.* The Subscription Receipts have been duly and validly created and authorized for issuance and sale and upon issuance, delivery and payment therefor, will be validly issued. The Subscription Receipts will not be issued in violation of any pre-emptive rights or contractual rights to purchase securities issued by the Company.

(hh) *Validly Authorized Unit Shares.* The Unit Shares have been duly and validly authorized and reserved for issuance and upon issuance in accordance with the terms of the Subscription Receipt Agreement, the Unit Shares will be validly issued as fully paid and non-assessable Common Shares.

(ii) *Validly Authorized Warrants*. The Warrants have been duly and validly created and authorized for issuance and upon issuance in accordance with the terms of the Subscription Receipt Agreement, the Warrants will be validly issued.

(jj) *Validly Issued Warrant Shares*. The Warrant Shares have been duly and validly authorized and reserved for issuance, and upon exercise of the Warrants in accordance with the terms of the Warrant Indenture, and upon issuance, delivery and payment therefor, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.

(kk) *Validly Issued Compensation Options*. The Compensation Options have been duly and validly created and authorized for issuance and upon issuance and delivery, will be validly issued.

(ll) *Validly Authorized Compensation Shares*. The Compensation Shares have been duly and validly authorized and reserved for issuance, and upon exercise of the Compensation Options in accordance with the terms of the Compensation Option Certificates, and upon issuance, delivery and payment therefor, the Compensation Shares will be validly issued as fully paid and non-assessable Common Shares.

(mm) *Subscription Receipt Agent*. The Subscription Receipt Agent at its principal office in Toronto, Ontario has been duly appointed as the subscription receipt agent in respect of the Subscription Receipts.

(nn) *Warrant Agent*. The Warrant Agent at its principal office in Toronto, Ontario has been duly appointed as the warrant agent in respect of the Warrants.

(oo) *Corporate Actions*. All necessary corporate action has been taken by the Company so as to (i) authorize the execution, delivery and performance of Transaction Documents and the Arrangement Agreement, (ii) validly issue the Subscription Receipts and Compensation Options, (iii) reserve and authorize the issuance of the Unit Shares as fully paid and non-assessable Common Shares in accordance with the terms of the Subscription Receipt Agreement, (iv) create and authorize the issuance of the Warrants in accordance with the terms of the Subscription Receipt Agreement and the Warrant Indenture, and (v) reserve and authorize the issuance of the Warrant Shares and Compensation Shares as fully paid and non-assessable Common Shares upon the exercise of the Warrants and the Compensation Options, respectively, in accordance with the terms of the Warrant Indenture and the Compensation Option Certificates, respectively.

(pp) *Valid and Binding Documents*. (i) Upon the execution and delivery of the Transaction Documents, such documents shall constitute valid and binding obligations of the Company enforceable against the Company in accordance with their respective terms, and (ii) the Arrangement Agreement constitutes a valid and binding obligation of the Company enforceable against it in accordance with its terms, and provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability is subject to the provisions of the *Limitations Act* (British Columbia).

(qq) *Necessary Consents and Approvals*. All consents, approvals, permits, authorizations or filings as may be required by the Company under Securities Laws necessary for (i) the execution and delivery of the Transaction Documents and the issuance, sale and delivery, as applicable, of the Subscription Receipts, the Underlying Securities, the Compensation Options and the Compensation Shares and the consummation of the transactions contemplated thereby have been made or obtained, as applicable, other than such customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Securities Laws in connection therewith, and (ii) the execution and delivery of the Arrangement Agreement by the Company and the consummation of the transactions contemplated thereby by the Company have been made or obtained, or will have been obtained prior to the Escrow Release Deadline or the Effective Date, other than any filings required to be made with the TSXV following the Effective Date.

(rr) *Offering Documents*. All information and statements contained in the Disclosure Documents (except information and statements relating solely to the Agents and furnished by them in writing specifically for use therein) relating to the Company or the Offering, do not contain any misrepresentation and constitute, or will constitute, full, true and plain disclosure of all material facts relating to the Company, the Subsidiary, the Offering, and the Qualifying Transaction, as required by Canadian Securities Laws. There have been no material changes to such information and statements since the date of preparation of the Disclosure Documents. The Disclosure Documents have been and will be prepared in all material respects in accordance with NI 43-101 and the scientific and technical information contain in the Disclosure Documents (i) will be reviewed and approved by a “qualified person” (as such term is defined in NI 43-101), and (ii) will be derived from the final Technical Report, or based on information that has been prepared by a qualified person or the preparation of which was supervised by a qualified person, in each case in accordance with NI 43-101.

(ss) *Entitlement to Proceeds*. Upon satisfaction of the Escrow Release Conditions, other than the Company (and the Agents in respect of the Agents’ Commission and the Agents’ *pro rata* portion of interest earned on the Escrowed Proceeds which amounts shall be released to the Agents), there is no person that is or will be entitled to the proceeds of the Offering under the terms of any Material Agreement, or other instrument or document (written or unwritten).

(tt) *Fees and Commissions*. Other than the Agents (or any members of its selling group) pursuant to this Agreement, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering.

Mineral Property and Environmental Matters

(uu) *Properties and Assets*. The Company and/or the Subsidiary are the absolute legal and beneficial owner of, and have good and marketable title to, the Material Property and all of the properties or assets thereof as described in the Company Disclosure Letter, all of which are valid and in good standing, free of all Encumbrances whatsoever, and no other property rights (including surface or access rights) are necessary for the conduct of the business of the Company and the Subsidiary as currently conducted; neither the Company nor the Subsidiary knows of any claim or basis for any claim that would reasonably be expected to adversely affect the right of the Company or the Subsidiary to use, transfer, access or otherwise exploit such property rights; and, except as disclosed in the Company Disclosure Letter, neither the Company nor the Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any Person with respect to the property rights thereof.

(vv) *Material Property and Mining Rights*. The Company and/or the Subsidiary hold all Mining Rights recognized in the jurisdiction in which the Material Property is located in respect of the ore bodies and specified minerals located on the Material Property in which the Company and the Subsidiary have an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Company and the Subsidiary to access the Material Property and explore and exploit the minerals relating thereto in all material respects; all such properties, leases, concessions or claims in which the Corporation and the Subsidiaries have any interests or rights have been validly located and recorded in accordance with all applicable laws and are valid, subsisting and in good standing, in all material respects.

(ww) *Valid Title Documents*. Any and all of the agreements and other documents and instruments pursuant to which the Company and the Subsidiary hold the Material Property and assets (including any lease and/or option agreement or any interest in, or right to earn an interest in, any properties and assets) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, the Company and the Subsidiary are not in default of any of the material provisions of any such agreements, documents or instruments, nor to the Corporation's knowledge has any such default been alleged. Neither the Material Property nor material assets (nor any lease and/or option agreement or any interest in, or right to earn an interest in, properties or assets) of the Company or the Subsidiary are subject to any right of first refusal or purchase or acquisition rights, other than in connection with the Qualifying Transaction.

(xx) *Possession of Permits and Authorizations*. The Company and the Subsidiary have obtained all Permits necessary to carry on the business of the Company and the Subsidiary as it is currently conducted and the Company expects any additional Permits that are required to carry out its planned business activities to be obtained in the ordinary course. The Company and the Subsidiary are in compliance with the terms and conditions of all such Permits except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. All of the Permits issued to date are valid and in full force and effect. Neither the Company nor the Subsidiary have received any notice of proceedings relating to the revocation or modification of any such Permits or any notice advising of the refusal to grant any Permit that has been applied for or is in process of being granted;

(yy) *No Expropriation*. No part of the Material Property, Mining Rights or Permits have been taken, revoked, condemned or expropriated by any Governmental Authority nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Company, been commenced, threatened or is pending, nor does the Company have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

(zz) *No Indigenous Claims*. There are no material claims or actions with respect to indigenous rights currently outstanding, or to the knowledge of the Company, threatened or pending with respect to the properties of the Company and the Subsidiary. The Company is not aware of any material land entitlement claims having been asserted or any legal actions relating to indigenous issues having been instituted with respect to the properties of the Company and the Subsidiary, and no material dispute in respect of the properties of the Company and the Subsidiary with any local community or indigenous group exists or, to the knowledge of the Company, is threatened or imminent with respect to the Material Property or any activities thereon.

(aaa) *Environmental Matters*.

(i) the Company and the Subsidiary is in material compliance with all Environmental Laws and all exploration and other actions and operations on the properties of the Company and the Subsidiary, carried on by or on behalf of the Company or the Subsidiary, has been conducted in all material respects in accordance with good mining and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies;

(ii) neither the Company nor the Subsidiary have used, except in material compliance with all Environmental Laws and Permits, any properties or facilities which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Material;

(iii) neither the Company nor the Subsidiary, nor to the knowledge of the Company, any predecessor companies, have received any notice of, or been prosecuted for an offence alleging, non-compliance with any laws, ordinances, regulations and orders, including Environmental Laws, and neither the Company nor the Subsidiary have settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Company and the Subsidiary and the Corporation and the Subsidiary have not received notice of any of the same;

(iv) there have been no past unresolved claims, complaints, notices or requests for information received by the Company or the Subsidiary with respect to any alleged material violation of any Environmental Laws, and to the knowledge of the Company, none that are threatened or pending. No conditions exist at, on or under any properties now or previously owned, operated or leased by the Company or the Subsidiary which, with the passage of time or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or would have a Material Adverse Effect;

(v) except as ordinarily or customarily required by applicable Permit, neither the Company nor the Subsidiary have received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Applicable Law including any Environmental Laws. Neither the Company nor the Subsidiary has received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites; and

(vi) there are no material ongoing environmental audits, evaluations, assessments, studies or tests relating to the Company or the Subsidiary being conducted except for ongoing audits, evaluations, assessments, studies or tests being conducted by or on behalf of the Company or the Subsidiary in the ordinary course.

(bbb) *Community Relationships*. The Company and the Subsidiary maintain good relationships with the communities and persons affected by or located on the Material Property in all material respects, and there are no material complaints, issues, proceedings, or discussions, which are ongoing or anticipated which could have the effect of interfering, delaying or impairing the ability to explore, develop and operate the Material Property.

(ccc) *Government Relationships*. The Company and the Subsidiary maintain a good working relationship with all Governmental Authorities in the jurisdictions in which the Material Property is located, or in which such parties otherwise carry on their business or operations. All such government relationships are intact and mutually cooperative and, to the knowledge of the Company, there exists no condition or state of fact or circumstances in respect thereof, that would prevent the Company or the Subsidiary from conducting its business and all activities in connection with the Material Property as currently conducted or proposed to be conducted and there exists no actual or, to the knowledge of the Company, threatened termination, limitation, modification or material change in the working relationship with any Governmental Authorities.

(ddd) *No Work Stoppage or Interruptions*. There are no actions, proceedings, inquiries, disruptions, protests, blockades or initiatives by non-governmental organizations, activist groups or similar entities or persons, that are ongoing or anticipated which could materially adversely affect the ability to explore, develop and operate the Material Property.

(eee) *Scientific and Technical Information*. The Technical Report complies in all material respects with the requirements of NI 43-101 and there is no new material scientific or technical information concerning the Material Property since the date thereof that would require a new technical report to be prepared under NI 43-101. The Company and the Subsidiary made available to the authors of the Technical Report, prior to the issuance thereof, for the purpose of preparing such reports, all information requested by them and none of such information contained any misrepresentation at the time such information was provided. The information set forth in the Disclosure Documents relating to scientific and technical information will be prepared in accordance with Canadian industry standards set forth in NI 43-101 and in material compliance with NI 43-101.

(fff) *Title Opinions*. The title opinions or title reports as provided to the Agent on the Closing Date pursuant to Section 7(h) hereof reflect all material claims, tenements, holdings and other land rights containing substantially all of the known mineral resources of the Material Property.

Employment Matters

(ggg) *Employment Laws*. The Company and the Subsidiary is in material compliance with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. There are no material claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which would reasonably be expected to give rise to any of the foregoing.

(hhh) *Employee Plans*. Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company or the Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Company or Subsidiary (the "**Employee Plans**") has been maintained in compliance with its terms and with the requirements prescribed by all Applicable Laws.

(iii) *Labour Matters*. There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding, or to the knowledge of the Company, threatened or pending, against the Company or the Subsidiary which is adversely affecting or would reasonably be expected to adversely affect, in a material manner, the carrying on of the business of the Company or the Subsidiary and no union representation exists for the employees of the Company or the Subsidiary and no collective bargaining agreement is in place or being negotiated by the Corporation or the Subsidiary.

Qualifying Transaction

(jjj) *Company Representations in the Arrangement Agreement*. The representations and warranties of the Company and the Subsidiary contained in the Arrangement Agreement, a true copy of which has been provided to the Agents, are true and correct in all material respects, subject to any qualifications set out therein, as of the date hereof.

(kkk) *No Breach of the Arrangement Agreement*. To the knowledge of the Company, there has been no (i) actual or alleged breach or default by any party of any provisions of the Arrangement Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Arrangement Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Arrangement Agreement, and, to the knowledge of the Company, no state of facts giving rise to any of the foregoing exists;

(lll) *Completion of the Qualifying Transaction*. To the knowledge of the Company, no event has occurred or condition exists which will prevent the Qualifying Transaction from being completed prior to the Escrow Release Deadline.

4.2 Representations and Warranties of Roll-Up. Roll-Up represents and warrants to the Agents and acknowledges that each of them is relying upon such representations and warranties in purchasing the Subscription Receipts and entering into this Agreement, that:

(a) *Good Standing of Roll-Up*. Roll-Up (i) has been duly incorporated under the *Business Corporations Act* (Alberta) and is up-to-date in all material corporate filings and in good standing thereunder; (ii) has all requisite corporate power and capacity to carry on business and to own, lease and operate properties and assets; and (iii) has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement, the Warrant Indenture and the Arrangement Agreement.

(b) *Corporate Action*. All necessary corporate action has been taken by Roll-Up so as to authorize the execution, delivery and performance of this Agreement, the Warrant Indenture and the Arrangement Agreement and the transactions contemplated in connection with the Qualifying Transaction.

(c) *Valid and Binding Documents*. (i) Upon the execution and delivery of this Agreement and the Warrant Indenture, such documents shall constitute valid and binding obligations of Roll-Up enforceable against Roll-Up in accordance with their respective terms, and (ii) the Arrangement Agreement constitutes a valid and binding obligation of Roll-Up, enforceable against it in accordance with its terms, and provided in each case that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability is subject to the provisions of the *Limitations Act* (British Columbia).

(d) *No Default or Breach*. Roll-Up is not in breach or default of, and the execution and delivery of this Agreement, the Warrant Indenture and the Arrangement Agreement and the performance by Roll-Up of its obligations hereunder or thereunder, and the issue and delivery of any Resulting Issuer Securities do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, (whether after notice or lapse of time or both), (A) any Applicable Laws, including Securities Laws; (B) the articles, by-laws or resolutions of Roll-

Up which are in effect at the date of hereof; (C) any material agreement or debt instrument; or (D) any judgment, decree or order binding Roll-Up or its assets.

(e) *Reporting Issuer and Listing Status of Roll-Up*. Roll-Up is a “reporting issuer” in the provinces of British Columbia, Alberta and Ontario, in good standing and not included in a list of defaulting reporting issuers maintained by the applicable Canadian Securities Regulators and Roll-Up has at all times complied, and will comply, in all material respects with its obligations to make timely disclosure of all material changes and material facts relating to it. There is no material change or material fact relating to Roll-Up which has occurred and with respect to which the requisite news release or material change report, as applicable, has not been or will not be disseminated or filed with the applicable Canadian Securities Regulators. The currently issued and outstanding Roll-Up Shares are listed and posted for trading on the TSXV and upon completion of the Qualifying Transaction, the Resulting Issuer Shares (including those issued in exchange for or in lieu of the Underlying Securities and those issuable pursuant to the Resulting Issuer Compensation Options) will be listed on the TSXV. Roll-Up is currently in compliance with the rules and regulations of the TSXV and all material filings and fees required to be made and paid by Roll-Up pursuant to Canadian Securities Laws and general corporate law have been made and paid. Roll-Up has not taken any action which would be reasonably expected to result in the delisting or suspension of the Roll-Up Shares on or from the TSXV.

(f) *No Cease Trade Orders*. No order ceasing or suspending trading in the securities of Roll-Up or prohibiting the issuance of any Resulting Issuer Securities has been issued and no proceedings for such purpose has been threatened or, to the best knowledge of Roll-Up, are pending.

(g) *No Actions or Proceedings*. There are no material actions, claims, suits, proceedings or investigations (whether or not purportedly by or on behalf of Roll-Up) threatened against or affecting or, to the best knowledge of Roll-Up pending against Roll-Up at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Authority, which if determined adversely would individually or in the aggregate, reasonably be expected to have a Material Adverse Effect. There are no judgments or orders against Roll-Up which are unsatisfied, nor are there any consent decrees or injunctions to which Roll-Up or its assets are subject.

(h) *Financial Statements*. The Roll-Up Financial Statements (i) have been prepared in accordance with the IFRS, applied on a consistent basis throughout the periods involved or as noted therein, (ii) do not contain any misrepresentations with respect to the periods covered therein, and (iii) present fairly, in all material respects, the financial condition and results of operation of Roll-Up for the periods then ended.

(i) *Off-Balance Sheet Arrangements and Liabilities*. There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) or any indebtedness or liabilities (whether accrued, absolute, contingent or otherwise) of Roll-Up, which are required to be disclosed and are not disclosed or reflected in the Roll-Up Financial Statements, as applicable.

(j) *No Material Liabilities*. Roll-Up has no material outstanding indebtedness, liability or obligation.

(k) *No Material Changes*. Since September 30, 2016, other than in connection with the Qualifying Transaction:

(i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of Roll-Up;

(ii) there has not been any material change in the capital stock or long-term debt of Roll-Up; and

(iii) Roll-Up has carried on business in the ordinary course.

(l) *Purchases and Sales*. Other than in connection with the Qualifying Transaction, Roll-Up has not approved, is not contemplating and has not entered into any agreement in respect of, or has any knowledge of:

(i) the purchase of any material property or assets or any interest therein or the sale, transfer or disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by Roll-Up, whether by asset sale, transfer of shares or otherwise;

(ii) the change of control Roll-Up by sale or transfer of shares or sale of all or substantially all of the property and assets or otherwise; or

(iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of Roll-Up.

(m) *Continuous Disclosure*. Roll-Up is in compliance in all material respects with its timely and continuous disclosure obligations under Canadian Securities Laws, including insider reporting obligations, and, without limiting the generality of the foregoing, there has been no Material Adverse Effect that has occurred, which has not been publicly disclosed. The information and statements in the Public Disclosure Record were, true and correct in all material respects as of the respective dates of such information and statements and at the time any such documents were filed on SEDAR, and except as may have been corrected by subsequent disclosure, do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information materially misleading. Roll-Up has not filed any confidential material change reports which remain confidential as at the date hereof and there are no circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part 17.01 – *Civil Liability for Secondary Market Disclosure* of the *Securities Act* (Alberta) and analogous provisions under Securities Laws in the other Selling Jurisdictions in Canada.

(n) *Offering Documents*. All information and statements contained in the Circular and the Filing Statement (except information and statements relating solely to the Agents and furnished by them in writing specifically for use therein) relating to Roll-Up do not contain any misrepresentation and constitute, or will constitute, full, true and plain disclosure of all material facts relating to Roll-Up and the Qualifying Transaction, as required by Canadian Securities Laws. There have been no material changes to such information and statements relating to Roll-Up since the date of preparation of the Circular and the Filing Statement.

(o) *Roll-Up Representations in the Arrangement Agreement*. The representations and warranties of the Roll-Up contained in the Arrangement Agreement, a true copy of which has been provided to the Agents, are true and correct in all material respects, subject to any qualifications set out therein, as of the date hereof.

(p) *No Breach of the Arrangement Agreement*. To the knowledge Roll-Up, there has been no (i) actual or alleged breach or default by any party of any provisions of the Arrangement Agreement and no event, condition, or occurrence exists which after the notice or lapse of time (or both) would constitute a breach or default by any party to the Arrangement Agreement; or (ii) dispute, termination, cancellation, amendment or renegotiation of the Arrangement Agreement, and, to the knowledge of Roll-Up, no state of facts giving rise to any of the foregoing exists;

(q) *Completion of the Qualifying Transaction*. To the knowledge of Roll-Up, no event has occurred or condition exists which will prevent the Qualifying Transaction from being completed prior to the Escrow Release Deadline.

5. Representations and Warranties of the Agents. Each of the Agents hereby severally represent and warrant to the Company and acknowledge that the Company is relying upon such representations and warranties, that:

(a) *Compliance with Securities Laws.* In respect of the offer and sale of the Subscription Receipts, the Agents will conduct their activities in connection with the Offering in compliance with all applicable Securities Laws and the provisions of this Agreement.

(b) *Duly Registered*. Each of the Agents is duly registered pursuant to the provisions of Canadian Securities Laws, and is duly registered or licensed as an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed, the Agents will act only through members of a selling group who are so registered or licensed.

(c) *General Solicitation or Advertising*. Each of the Agents and their Affiliates and representatives have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with the offer or sale or in respect of the Subscription Receipts, including but not limited to, by causing the sale of the Subscription Receipts to be advertised in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or telecommunication, including electronic displays, and have not conducted any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising.

(d) *No Prospectus or Registration Requirement*. The Agents have not and will not solicit offers to purchase or sell the Subscription Receipts so as to require the filing of a prospectus or registration statement with respect thereto or the provision of a contractual right of action under the laws of any jurisdiction, other than in connection with the Offering Memorandum.

(e) *Compensation Options.* Each Agent is not a U.S. Person, was not offered the Compensation Options within the United States, and is not acquiring the Compensation Shares for the account or benefit of a U.S. Person or a Person in the United States, and this Agreement was not executed on its behalf within the United States. Accordingly, each Agent understands and acknowledges that the Compensation Options and Compensation Shares issuable upon exercise of the Compensation Options 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, and that the Compensation Options may be exercised only in transactions exempt from, or not subject to, registration under the U.S. Securities Act and any applicable state securities laws, and that prior to any such exercise the Company may require the delivery of evidence reasonably satisfactory to the Company to such effect. Each Agent agrees that it will not engage in any Directed Selling Efforts (as defined in Schedule "C") with respect to any

Compensation Shares, and will not offer or sell any Compensation Options or Compensation Shares in the United States unless in compliance with an exemption or an exclusion from the registration requirements of the U.S. Securities Act and any applicable state securities laws.

(f) *Accredited Investor Status*. Each Agent is an "accredited investor" as such term is defined under NI 45-106.

Notwithstanding the foregoing provisions of this Section 5, an Agent will not be liable to the Company under this Section 5 with respect to a default under this Section 5 by another Agent. No Agent will be liable for any act or omission of any other Agent.

6. Closing Deliveries. The purchase and sale of the Subscription Receipts shall be completed at the Closing Time at the offices of Gowling WLG (Canada) LLP in Vancouver, British Columbia, or at such other place as the Agents and the Company may agree upon in writing. At the Closing Time, the Company shall duly and validly deliver to the Agents (a) the Subscription Receipts by way of electronic deposit in CDS or as physical certificates, as directed by GMP on behalf of the Agents and all the documents set out in Section 7, against payment of the Escrowed Proceeds by wire transfer to the Subscription Receipt Agent, (b) the Compensation Option Certificates, registered as directed by GMP on behalf of the Agents, and (c) the Agents' Expenses pursuant to Section 9 hereof.

7. Closing Conditions. Each Agent's obligation to purchase the Subscription Receipts shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

(a) *Consents and Approvals*. The Agents shall have received evidence that all requisite approvals, consents and acceptances or waivers of any third parties required to be obtained by the Company in order to complete the Offering have been made or obtained.

(b) *Board Approval*. The board of directors of the Company will have authorized and approved the Transaction Documents, the Arrangement Agreement and the sale and issuance of the Subscription Receipts and all matters relating to the foregoing.

(c) *Officers' Certificate*. The Agents shall have received at the Closing Time, certificates dated the Closing Date, signed by appropriate officers of the Company addressed to the Agents and their counsel, with respect to the articles and notice of articles of the Company, all resolutions of the Company's board of directors relating to the Transaction Documents, the Arrangement Agreement and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers in the form of a certificate of incumbency and such other matters as the Agents may reasonably request.

(d) *Certificates of Compliance*. The Agents shall have received a certificate of status or similar certificate with respect to the jurisdiction in which the Company and the Subsidiary are incorporated;

(e) *Corporate and Securities Laws Opinion*. The Agents and Agents' counsel shall have received favourable legal opinions addressed to the Agents, Agents' counsel and the Purchasers, in form and substance satisfactory to the Agents' counsel, dated the Closing Date, from Gowling WLG (Canada) LLP, counsel to the Company and where appropriate, counsel in the other applicable Selling Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Company, with respect to the following matters:

(i) as to the incorporation and subsistence of the Company under the laws of the Province of British Columbia and as to the Company having the requisite corporate power and capacity under the laws of its jurisdiction of incorporation to carry on business and to own, lease and operate properties and assets;

(ii) as to the authorized and issued share capital;

(iii) as to the corporate power and authority of the Company to execute, deliver and perform its obligations under the Transaction Documents and the Arrangement Agreement and to create, issue and sell, as applicable, the Subscription Receipts, the Underlying Securities, the Compensation Options and the Compensation Shares;

(iv) all necessary corporate action has been taken by the Company to authorize the execution and delivery of the Transaction Documents, the Arrangement Agreement and the performance of its obligations thereunder, and each of Transaction Documents and the Arrangement Agreement have been duly executed and delivered by the Company, and constitute a legal, valid and binding obligation of the Company enforceable against it in accordance with their respective terms;

(v) the execution and delivery of the Transaction Documents, the Arrangement Agreement and the performance by the Company of its obligations thereunder, and the sale or issuance of the Subscription Receipts, the Underlying Securities, the Compensation Options and the Compensation Shares do not and will not result in a breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under, and do not and will not conflict with any term or provision of the articles or notice of articles of the Company, any resolutions of the shareholders or directors of the Company, any applicable corporate laws or Canadian Securities Laws;

(vi) the Subscription Receipts have been duly and validly created and issued;

(vii) the Unit Shares and the Warrants have been duly authorized and allotted for issuance, and upon issuance in accordance with the provisions of the Subscription Receipt Agreement, the Unit Shares will be validly issued as fully paid and non-assessable Common Shares and the Warrants will be duly and validly created and issued;

(viii) the Warrant Shares have been duly authorized and allotted for issuance and, upon the due exercise of the Warrants in accordance with the provisions of the Warrant Indenture, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

(ix) the Compensation Options have been duly and validly created and issued and the Compensation Shares have been duly authorized and allotted for issuance and, upon the due exercise of the Compensation Options in accordance with the provisions of the Compensation Option Certificates, the Compensation Shares will be validly issued as fully paid and non-assessable Common Shares;

(x) the issuance and sale by the Company of the Subscription Receipts to the Purchasers and the issuance of the Compensation Options to the Agents, in accordance with the terms of this Agreement, are exempt from the prospectus requirements of applicable Canadian Securities Laws in the Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the applicable Canadian Securities Laws to permit such issuance and sale; it being noted, it being noted, however, that the Company is required to file or cause to be filed with the applicable Canadian Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, and the Offering Memorandum, within 10 days following the Closing Date;

(xi) the issuance and delivery of the Unit Shares and Warrants in accordance with the terms of the Subscription Receipt Agreement, the Warrant Shares upon due exercise of the Warrants in accordance with the terms of the Warrant Indenture and the Compensation Shares upon due exercise of the Compensation Options in accordance with the terms of the Compensation Option Certificates will be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws in the Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the applicable Canadian Securities Laws to permit such issuance and delivery;

(xii) the issuance and delivery of the securities of the Resulting Issuer (issued in exchange for or in lieu of the Underlying Securities or the Compensation Shares) in accordance with the terms of the Arrangement Agreement and the Plan of Arrangement, will be exempt from the prospectus and registration requirements of applicable Canadian Securities Laws in the Selling Jurisdictions and no prospectus or other documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the applicable Canadian Securities Laws to permit such issuance and delivery

(xiii) no documents will be required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under Canadian Securities Laws in connection with the first trade of the securities of the Resulting Issuer (issued in exchange for or in lieu of the Underlying Securities or the Compensation Shares) provided that the conditions in subsection 2.6(3) of National Instrument 45-102 have been satisfied;

(xiv) TSX Trust Company has been duly appointed by the Company as the Subscription Receipt Agent under the Subscription Receipt Agreement and as the Warrant Agent under the Warrant Indenture; and

(xv) such other matters as the Agents or their counsel may reasonably request.

(f) *Subsidiary Corporate Opinions*. The Agents shall have received a favourable legal opinion in respect of the Subsidiary in form and substance satisfactory to the Agents, with respect to the following: (i) the incorporation and existence under the laws of its jurisdiction of incorporation; (ii) as to the authorized and issued share capital and the holders of the issued and outstanding shares; and (iii) the requisite corporate power and capacity under the laws of its jurisdiction of incorporation to carry on business and to own, lease and operate properties and assets.

(g) *U.S. Securities Opinion*. If any Subscription Receipts are being sold in the United States pursuant to Schedule “C” to this Agreement, the Agents shall have received a favourable legal opinion to be delivered by Troutman Sanders LLP, United States counsel to the Company, in form and substance reasonably satisfactory to the Agents, to the effect that no registration of the Subscription Receipts or Underlying Securities is required under the U.S. Securities Act.

(h) *Title Opinion*. The Agents shall have received a favourable title opinion addressed to the Agents in form and substance satisfactory to the Agents' counsel, dated as of the Closing Date as to the title and ownership interest in the Material Property

(i) *Issued and Outstanding Certificate*. The Agents shall have received a certificate from the Company as to the issued and outstanding Common Shares as at the close of business on the day prior to the Closing Date.

(j) *Subscription Receipt Agent Certificate*. The Agents shall have received a certificate from the Subscription Receipt Agent as to its appointment as the subscription receipt agent in respect of the Subscription Receipts.

(k) *Lock-Up Agreements*. The Agents shall have received from the officers and directors of the Company, lock-up agreements pursuant to Section 2(a)(xv) in favour of the Agents, in a form as agreed upon between the Agents and the Company.

(l) *Executed Agreements*. The Transaction Documents shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agents and their counsel.

(m) *Due Diligence Matters*. The Agents shall, in their sole discretion, be satisfied with their due diligence review with respect to the business, assets, financial condition, affairs and prospects of the Company, the Subsidiary, Roll-Up and with respect to the Qualifying Transaction.

8. Rights of Termination. (a) Each Agent shall be entitled, at its sole option, to terminate and cancel, without any liability on its part or on the part of the other Agents and the Purchasers, its obligations (and those of any Purchasers arranged by it) under this Agreement, to purchase the Subscription Receipts by written notice to that effect given to the Corporation at or prior to the Closing Time if:

(i) *Material Change Out* - there shall be any material change or change in a material fact, or there should be discovered any previously undisclosed material fact required to be disclosed or new material fact, which, in the reasonable opinion of the Agents (or any of them) has or would be expected to have a significant adverse effect on the market price or value of the Common Shares, or any other securities of the Company; or

(ii) *Disaster Out* - (i) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agents (or any of them) seriously adversely affects or involves, or may seriously adversely affect or involve, the financial markets or the business, operations, or affairs of the Company and its Subsidiary taken as a whole, or the market price or value of the securities of the Company, (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Company or any one of the officers or directors of the Company or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the TSXV or a securities regulatory authority which involves a finding of wrong-doing; or (ii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Company is made or threatened by a securities regulatory authority; or

(iii) *Market Out* – the state of the financial markets in Canada or elsewhere where it is planned to market the Subscription Receipts is such that, in the reasonable opinion of the Agents (or any one of them), the Subscription Receipts cannot be marketed profitably; or

(iv) *Breach Out* – the Company is in breach of a material term, condition or covenant of this Agreement or any material representation or warranty given by the Company in this Agreement becomes or is false; or

(v) *Due Diligence Out* **-** the Agents (or any one of them) are not satisfied, in their sole discretion, with the completion of their due diligence investigations.

(b) If this Agreement is terminated by any of the Agents pursuant to Section 8(a), there shall be no further liability on the part of such Agent or of the Company to such Agent, except in respect of any liability which may have arisen or may thereafter arise under Sections 9 and 11.

(c) The right of the Agents or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Agent under this Section 8 shall not be binding upon the other Agents.

9. Expenses.

Whether or not the sale of the Subscription Receipts or the Qualifying Transaction shall be completed, the Company will pay all reasonable expenses and fees and all applicable taxes incurred by the Company in connection with the Offering, including all fees and expenses of its legal counsel and all costs incurred by it in connection with the preparation of documents relating to the Offering. All reasonable out-of-pocket expenses and fees of the Agents, including all reasonable fees, disbursements and applicable taxes of the Agents' legal counsel (to a maximum of $100,000 in respect of legal fees only), shall be paid by the Company whether or not the Offering is completed. At the option of the Agents, the Agents' Expenses payable pursuant to this Section 9 shall be deducted from the gross proceeds of the Offering, otherwise payable to the Subscription Receipt Agent on the Closing Date.

10. Survival of Representations and Warranties. All representations, warranties, covenants and agreements of the Company herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and shall continue in full force and effect for the benefit of the Agents for a period of two years following the Closing Date. The representations, warranties, covenants and agreements of the Agents herein contained and in connection with the transactions herein contemplated shall survive the Closing and shall continue in full force and effect for the benefit of the Company for a period of two years following the Closing Date.

11. Indemnity.

(a) The Company and its subsidiaries or affiliated companies, as the case may be (collectively, the "**Indemnitor**") hereby agrees to indemnify and hold the Agents and/or any of its respective affiliates, partners, directors, officers, shareholders, employees and agents (hereinafter collectively referred to as the "**Personnel**" and together with the Agents, the "**Indemnified Parties**") harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholders actions, derivative actions or otherwise). damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Indemnified Parties, or to which the Indemnified Parties may become subject or otherwise involved in any capacity under any statute or common law or otherwise (collectively, the "**Losses**") insofar as such Losses arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement; provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

(i) the Indemnified Parties have been negligent or dishonest or have committed any fraudulent act or wilful misconduct in the course of such performance; and

(ii) the Losses, as to which indemnification is claimed, were directly caused by the negligence, dishonesty, fraud or willful misconduct referred to in (i) above.

If for any reason (other than the occurrence of any events itemized in (i) or (ii) above) the foregoing indemnification is unavailable to the Indemnified Parties or insufficient to hold them harmless, then the Indemnitor and the Agent shall contribute to the aggregate of such Losses in such proportion such that the Agents shall be responsible for that portion represented by the percentage that the portion of the Commission bears to the gross proceeds of the Offering and the Indemnitor shall be responsible for the balance, provided that, in no event, shall the Agents be responsible for any amount in excess of the amount of the Commission actually received by it. In the event that the Indemnitor may be entitled to contribution from the Agents under the provisions of any statute or law, the Indemnitor shall be limited to contribution in any amount not exceeding the lesser of the portion of the amount of Losses giving rise to such contribution for which the Agents are responsible and the amount of the Commission received by the Agents in connection with the Offering.

The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Indemnified Parties by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Indemnitor and/or the Indemnified Parties shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Indemnified Parties under this Agreement, the Indemnitor shall be entitled but not obligated to participate in or assume the defence thereof; provided however, that the defence shall be through legal counsel acceptable to the Agents, acting reasonably. In addition, the Indemnified Parties shall also have the right to employ separate counsel in any such action and participate in the defence thereof, and the reasonable fees of such counsel shall be borne by the Agents unless:

(i) the employment of separate counsel has been specifically authorized in writing by the Indemnitor;

(ii) the Indemnified Parties have been advised by counsel that representation of both parties by the same counsel would be inappropriate due to actual or potential differing interests; or

(iii) the Indemnitor has failed, within a reasonable period of time after receipt of notice, to assume the defence of such action or claim.

No settlement of any legal proceeding, action or claim may be made by either party without the prior written consent of the other party, acting reasonably, and no party shall be liable for any settlement of any such legal proceeding, action or claim unless it has consented in writing to such settlement, such consent not to be unreasonably withheld.

Promptly after receipt of notice of the commencement of any legal proceeding against the Indemnified Parties or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Indemnified Parties will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of all discussions and significant actions proposed in respect thereof. However, the failure by the Indemnified Parties to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Indemnified Parties except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnitor would otherwise have under this indemnity had the Agents not so delayed in giving or failed to give the notice required hereunder .

The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to those of the Indemnified Parties who are not signatories hereto and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor and the Indemnified Parties. The foregoing provisions shall survive the completion of professional services rendered under this Agreement.

(b) Right of Indemnity in Favour of Others. With respect to any person who may be indemnified by paragraph 11(a) above and is not a party to this Agreement, the Agents shall obtain and hold the rights and benefits of this Section 11 in trust for and on behalf of such person.

12. Advertisements. The Company acknowledges that the Agents shall have the right, subject always to Sections 1(a), 1(c) and Section 3(b) of this Agreement and to prior approval by the Company, at their own expense, to place such advertisement or advertisements relating to the sale of the Subscription Receipts contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law, including applicable Securities Laws. The Company and the Agents each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus requirements of applicable securities legislation in any of the provinces of Canada in which the Subscription Receipts shall be offered or sold not being available.

13. Agents' Commission. In consideration of the services to be rendered by the Agents in connection with the Offering, the Company shall pay the Agents a cash commission equal to 7.0% of the gross proceeds realized by the Company in respect of the Offering (the "**Commission**"). The obligation of the Company to pay the Commission in addition to the Agents' *pro rata* portion of interest earned on the Escrowed Proceeds shall arise upon and subject to the satisfaction of the Escrow Release Conditions on or prior to the Escrow Release Deadline and shall be released to the Agents from the Escrowed Funds on the Escrow Release Date. For greater certainty, the Company shall have no obligation to pay the Commission if the Escrow Release Conditions are not satisfied or waived by the Escrow Release Deadline. As additional consideration for its services, the Agents shall be issued by the Company that number of compensation options equal to 7.0% of the number of Subscription Receipts sold pursuant to the Offering (the "**Compensation Options**"). Each Compensation Option shall entitle the holder thereof to acquire one Common Share (a "**Compensation Share**") at the Subscription Price at any time in whole or from time to time in part until the Expiry Date. The obligation of the Company to execute and deliver the Compensation Option Certificate to the Agents shall arise at the Closing Time.

14. Syndication of the Agents

The sale of the Subscription Receipts in connection with the Offering shall be as to the following percentages:

Name of Agent	Syndicate Position
GMP Securities L.P.	50%
PI Financial Corp.	50%

If any of the Agents shall not complete the purchase and sale of its applicable percentage of the aggregate amount of the Subscription Receipts at the Closing Time for any reason whatsoever, including by reason of Section 8 hereof, the other Agent shall have the right, but shall not be obligated, to purchase the Subscription Receipts which would otherwise have been purchased by the Agent which fails to purchase. If, with respect to the Subscription Receipts, the non-defaulting Agent elects not to exercise such rights to assume the entire obligations of the defaulting Agent, then the Company shall have the right to terminate its obligations hereunder without liability except in respect of its indemnity and contribution obligations in respect of the non-defaulting Agent. Nothing in this Section 14 shall oblige the Company to sell to the Agents less than all of the Subscription Receipts or shall relieve an Agent in default hereunder from liability to the Company.

15. Action by GMP

All steps which must or may be taken by the Agents in connection with the closing of the Offering, with the exception of the matters relating to (i) termination of purchase obligations; (ii) waiver and extension; and (iii) indemnification, contribution and settlement, may be taken by GMP, on behalf of itself, the other Agent and the Purchasers. The execution of this Agreement by the other Agent and by the Company shall constitute the Company's authority and obligation for accepting notification of any such steps from, and for delivering the Subscription Receipts by way of electronic deposit or otherwise, to or to the order of, GMP. GMP shall fully consult with the other Agent with respect to all notices, waivers, extensions or other communications to or with the Company. The rights and obligations of the Agents under this Agreement shall be several and not joint nor joint and several.

16. Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) If to the Company, to it at:

Renntiger Resources Limited
1750 – 700 West Pender St.
Vancouver, BC V6C 1G8

Attention: Michael Gunning, President
Email: mgunning@renntiger.com

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

Gowling WLG (Canada) LLP
550 Burrard Street, Suite 2300

Bentall 5
Vancouver, British Columbia, V6C 2B5

Attention: Cyndi Laval
Email: cyndi.laval@gowlingwlg.com

(b) or if to Roll-Up, to it at:

Roll-Up Capital Corp.
c/o Rockmount Financial Corporation
Suite 305, 999 – 8th Street, S.W.
Calgary, AB T2R 1J5

Attention: Michael Thomson, Chief Executive Officer
Email: cpc.thomson@icloud.com

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

Pushor Mitchell LLP
301 – 1665 Ellis Street
Kelowna, British Columbia, V1Y 2B3
Calgary, AB T2R 1J5

Attention: Keith C. Inman
Email: inman@pushormitchell.com

(c) or if to the Agents (on behalf of the Agents):

GMP Securities L.P.
145 King Street West, Suite 300
Toronto, Ontario
M5H 1J8

Attention: Michael Barman
Email: mbarman@gmpsecurities.com

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

Cassels Brock & Blackwell LLP
2100 Scotia Plaza
40 King Street West
Toronto, Ontario M5H 3C2

Attention: Nancy Choi
Email: nchoi@casselsbrock.com

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by facsimile transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by facsimile transmission shall be deemed to be given and received on the first Business Day following the day on which it is confirmed to have been sent.

17. Time of the Essence. Time shall, in all respects, be of the essence hereof.

18. Canadian Dollars. All references herein to dollar amounts are to lawful money of Canada unless otherwise indicated.

19. Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

20. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

21. Entire Agreement. This Agreement and Section 14 of the engagement letter between the Company and GMP dated December 9, 2016 in respect of the Offering constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings. This Agreement may be amended or modified in any respect by written instrument only.

22. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

23. Governing Law. This Agreement shall be governed by and be construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

24. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company and the Agents and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein or in the Subscription Documents, this Agreement shall not be assignable by any party without the written consent of the others.

25. Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

26. Effective Date. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

27. Counterparts and Facsimile. This Agreement may be executed in any number of counterparts and by facsimile or electronically, each of which so executed shall constitute an original and all of which taken together shall form one and the same agreement.

[Remainder of Page Intentionally Left Blank]

If the Company and Roll-Up are in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

GMP SECURITIES L.P.

Per: *"Michael Barman"*
Name: Michael Barman
Title: Director, Investment Banking

PI FINANCIAL CORP.

Per: *"Tim Graham"*
Name: Tim Graham
Title: Vice President, Investment Banking

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of this 9th day of February, 2017.

RENNTIGER RESOURCES LIMITED

Per: *"Michael Gunning"*
Name: Michael Gunning
Title: President

ROLL-UP CAPITAL CORP.

Per: *"Michael Thomson"*
Name: Michael Thomson
Title: CEO, CFO and Director

SCHEDULE "A"

SUBSIDIARIES

This is Schedule "A" to the agency agreement dated as of February 9, 2017 between Renntiger Resources Limited, Roll-Up Capital Corp. and GMP Securities L.P. and PI Financial Corp.

Name	**Jurisdiction of Incorporation**	**Authorized Share Capital and Number of Issued and Outstanding Shares**	**Holder of Issued and Outstanding Shares**
Renntiger Resources USA Limited	Nevada	Authorized: 75,000 common shares Issued and Outstanding: 2 common shares	100% Renntiger Resources Limited

SCHEDULE "B"

DETAILS OF OUTSTANDING CONVERTIBLE SECURITIES AND RIGHTS TO ACQUIRE SECURITIES

This is Schedule "B" to the agency agreement dated as of February 9, 2017 between Renntiger Resources Limited, Roll-Up Capital Corp. and GMP Securities L.P. and PI Financial Corp.

1. 700,000 options exercisable to acquire 700,000 Common Shares at prices ranging from $0.05 to $0.45 per Common Share and with expiry dates on April 30, 2017, June 28, 2018 and August 28, 2018.

2. Up to 225,500 Common Shares issuable pursuant to a consulting agreement dated May 4, 2016 between the Company and Moxie Strategy Inc.

3. 450,000 Common Shares issuable pursuant to the Bonita Agreement.

4. Pursuant to subscription agreements entered into between the Company and certain shareholders, such shareholders were granted rights to participate in future financings of the Company to allow the shareholders to maintain their current percentage ownership interest in the Company.

SCHEDULE "C"

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

This is Schedule "C" to the agency agreement dated as of February 9, 2017 between Renntiger Resources Limited, Roll-Up Capital Corp. and GMP Securities L.P. and PI Financial Corp.

Capitalized terms used herein and not defined herein shall have the meaning ascribed thereto in the Agency Agreement to which this schedule is annexed and the following terms shall have the meanings indicated:

"**Accredited Investor**" has the meaning ascribed thereto in Rule 501(a) of Regulation D;

"**Dealer Covered Person**" has the meaning set forth in Section B(13) below;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, 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 any of the Securities, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Securities or the offering of the NB Securities;

"**Disqualification Event**" has the meaning set forth in Section A(10) below;

"**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

"**General Solicitation or General Advertising**" means "general solicitation or general advertising", as used in Rule 502(c) of Regulation D, including, without limitation, any advertisements, articles, notices or other communications published in any newspaper, magazine, the internet or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"**Issuer Covered Person**" " has the meaning set forth in Section A(10) below;

"**NB Securities**" means the NB Subscription Receipts, the NB Underlying Securities, and the Resulting Issuer Securities;

"**NB Subscription Receipts**" means the Subscription Receipts of the Company to be offered and sold in the Concurrent Offering;

"**NB Underlying Securities**" means collectively, the Units, the Unit Shares and the Warrants issuable pursuant to the NB Subscription Receipts and the Warrant Shares issuable pursuant to the Warrants;

"**Offshore Transaction**" means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

"**Qualified Institutional Buyer**" or "**QIB**" means a "qualified institutional buyer" as that term is defined in Rule 144A;

"**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

"**Resulting Issuer Securities**" means the securities of the Resulting Issuer issuable upon exchange of or in lieu of the Underlying Securities and the NB Underlying Securities pursuant to the Arrangement;

"**Rule 144A**" means Rule 144A adopted by the SEC under the U.S. Securities Act;

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

"**Securities**" means the Subscription Receipts, the Underlying Securities and the Resulting Issuer Securities;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S;

"**U.S. Affiliate**" means the duly registered United States broker-dealer affiliate of an Agent;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

"**U.S. AI Purchaser**" means a U.S. Purchaser that is an Accredited Investor but not a QIB;

"**U.S. Purchaser**" means an original U.S. QIB Purchaser or an original U.S. AI Purchaser of the Subscription Receipts in the Offering who was, at the time of purchase, (a) a Person in the United States or a U.S. Person, (b) purchasing such Subscription Receipts on behalf of, or for the account or benefit of, a Person in the United States or a U.S. Person, (c) a Person who receives or received an offer to acquire such Subscription Receipts while in the United States, or (d) any Person who was in the United States at the time such Person's buy order was made or the Subscription Agreement pursuant to which such Subscription Receipts were acquired was executed or delivered; and

"**U.S. QIB Purchaser**" means a U.S. Purchaser that is an Accredited Investor and a QIB.

A. Representations, Warranties and Covenants of the Company

The Company represents and warrants to and covenants with the Agents that:

1. It is, and on the Closing Date will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to any class of its equity securities.

2. Except with respect to offers and sales of Subscription Receipts and NB Subscription Receipts in accordance with this Schedule "C" to (i) U.S. Purchasers in the Offering and Accredited Investors in the Concurrent Offering, respectively, in each case in reliance upon the exemption from registration requirements available pursuant to Rule 506(b) of Regulation D, and (ii) Persons outside the United States in Offshore Transactions in the Offering and the Concurrent Offering, in each case in reliance upon the exclusion from the registration requirements available pursuant to Rule 903 of Regulation S, neither the Company nor any of its affiliates, nor any Person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any Person acting on any of their behalf, in respect of which no representation, warranty or covenant is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Subscription Receipts or NB Subscription Receipts to,

or for the account or benefit of, a Person in the United States or a U.S. Person; or (B) any sale of Subscription Receipts or NB Subscription Receipts, unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States and not a U.S. Person or (ii) the Company, its affiliates, and any Person acting on any of their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person.

3. None of the Company, its affiliates or any Person acting on any of their behalf (other than the Agents, the U.S. Affiliates, their respective affiliates or any Person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made or will make any Directed Selling Efforts or has engaged or will engage in any form of General Solicitation or General Advertising or has acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in the United States with respect to the Securities or the NB Securities.

4. The Company is not, and as a result of the sales of the Subscription Receipts and the NB Subscription Receipts. and upon the issuance of the Underlying Securities and the NB Underlying Securities contemplated hereby, and the issuance of the Resulting Issuer Securities upon completion of the Arrangement, will not be, an "investment company" as such term is defined in the United States Investment Company Act of 1940, as amended, registered or required to be registered under the United States Investment Company Act of 1940, as amended.

5. The Company has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning six months prior to the start of the earlier of the Offering or Concurrent Offering and ending six months after the completion of the later of the Offering or Concurrent Offering, any of its securities in the United States in a manner that would be integrated with and would cause the exemption from registration provided by Rule 506(b) of Regulation D or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable with respect to offers and sales of the Subscription Receipts and NB Subscription Receipts pursuant to this Schedule "C".

6. The Company has not taken and will not take any action that would cause the exemption provided by Rule 506(b) of Regulation D or the exclusion provided by Rule 903 of Regulation S to be unavailable with respect to (i) offers and sales of the Subscription Receipts to Purchasers pursuant to the Agency Agreement including this Schedule "C", and (ii) offers and sales of the NB Subscription Receipts to purchasers in the Concurrent Offering.

7. Neither the Company nor any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such Person for failure to comply with Rule 503 of Regulation D.

8. None of the Company, its affiliates or any Person on behalf of any of them (other than the Agents, the U.S. Affiliates, their respective affiliates or any Person acting on their behalf, in respect of which no representation, warranty or covenant is made) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering or the Concurrent Offering.

9. The Company will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state securities laws in connection with the Offering and the Concurrent Offering.

10. With respect to the Subscription Receipts to be offered and sold hereunder in the United States and to U.S. Persons and the NB Subscription Receipts to be offered and sold in the Concurrent Offering in the United States and to U.S. Persons in reliance on Rule 506(b) of Regulation D, none of the Company, any of its predecessors, any director, executive officer, other officer of the Company participating in the

Offering or the Concurrent Offering, any beneficial owner of 20% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Company has exercised reasonable care to determine (i) the identity of each Person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Agent a copy of any disclosures provided thereunder.

11. The Company will not pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Subscription Receipts or the NB Subscription Receipts.

B. Representations, Warranties and Covenants of the Agents and the U.S. Affiliates

Each of the Agents, on behalf of itself and its U.S. Affiliate, represents and warrants to and covenants and agrees with the Company that:

1. It acknowledges that the Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold except pursuant to an exclusion or exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. It has offered and sold and will offer and sell the Subscription Receipts only (i) outside the United States in Offshore Transactions in accordance with Rule 903 of Regulation S, or (ii) in the United States and to U.S. Persons as provided in this Schedule "C". Accordingly, neither the Agent, nor its affiliates (including, without limitation, its U.S. Affiliate), nor any Person acting on any of their behalf: (i) have engaged or will engage in any Directed Selling Efforts; or (ii) except as permitted by this Schedule "C", have made or will make (x) any offers to sell Subscription Receipts or (y) any sale of Subscription Receipts unless at the time the Person made its buy order therefor, the Agent, its affiliates (including, without limitation, its U.S. Affiliate) or other Person acting on any of their behalf reasonably believed that such Person was outside the United States and not a U.S. Person and not acting for the account or benefit of a Person in the United States or a U.S. Person. It has not offered or sold any NB Subscription Receipts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Subscription Receipts, except with the U.S. Affiliate, any selling group members, or with the prior written consent of the Company.

3. It shall require the U.S. Affiliate and each selling group member appointed by it to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that the U.S. Affiliate and such selling group member complies with, the provisions of this Schedule "C" as if such provisions applied to such U.S. Affiliate and such selling group member.

4. All offers by it of the Subscription Receipts to U.S. Purchasers for sale by the Company will be effected by its U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is, and was or will be on the date of each offer and sale of Subscription Receipts in the United States or to a U.S. Person, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.

5. Any offer for sale or solicitation of an offer to buy Subscription Receipts for sale by the Company that

has been made or will be made, was or will be made only to (i) U.S. Purchasers in transactions that are exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 506(b) of Regulation D and exempt from registration under all applicable state securities laws, and (ii) Persons outside the United States in Offshore Transactions that are excluded from registration pursuant to Rule 903 of Regulation S.

6. Immediately prior to soliciting any purchaser that is in the United States or a U.S. Person, the Agent, the U.S. Affiliate, their respective affiliates, and any person acting on behalf of any of them, had reasonable grounds to believe and did believe that each such purchaser was a U.S. AI Purchaser or a U.S. QIB Purchaser, as applicable, and at the time of completion of each sale by the Company to a Person in the United States or a U.S. Person, the Agent, the U.S. Affiliate, their respective affiliates, and any person acting on behalf of any of them will have reasonable grounds to believe and will believe, that each purchaser designated by the Agent or the U.S. Affiliate to purchase Subscription Receipts from the Company is a U.S. AI Purchaser or a U.S. QIB Purchaser, as applicable.

7. Offers and sales of Subscription Receipts to U.S. Purchasers have not been and shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

8. At least one Business Day prior to the Closing Date, it shall provide the Company with a list of all U.S. Purchasers of the Subscription Receipts, together with their addresses (including state of residence), the number of Subscription Receipts purchased and the registration and delivery instructions for the Subscription Receipts.

9. Prior to any sale of Subscription Receipts to U.S. Purchasers, it shall cause each (i) U.S. AI Purchaser to execute and deliver to the Company, the Agents and the U.S. Affiliate, the U.S. form of Subscription Agreement, including Schedule "D" and Exhibit "I" attached thereto; and (ii) U.S. QIB Purchaser to execute and deliver to the Company, the Agents and the U.S. Affiliates, the U.S. form of Subscription Agreement, including Schedule "D" thereto, in the form approved by the Company.

10. All U.S. Purchasers of the Subscription Receipts shall be informed that the Securities have not been and will not be registered under the U.S. Securities Act and applicable state securities laws and that the Subscription Receipts are being offered and sold to such U.S. Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D.

11. The Agent understands that all Subscription Receipts sold and Underlying Securities issuable to U.S. AI Purchasers in the Offering will be issued in definitive physical form and will bear a restrictive legend substantially in the form set forth in Schedule "D" to the U.S. form of Subscription Agreement.

12. Neither it, not its affiliates nor any Person acting on any of their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.

13. With respect to the Subscription Receipts to be offered and sold hereunder in the United States and to U.S. Persons in reliance on Rule 506(b) of Regulation D, neither it, nor any of its directors, executive officers, other officers participating in the offering of the Subscription Receipts in the United States, general partners or managing members, nor any of the directors, executive officers or other officers participating in the offering of the Subscription Receipts in the United States of any such general partner or managing member (each, a "**Dealer Covered Person**" and, together, "**Dealer Covered Persons**"), is subject to any Disqualification Event except for a Disqualification Event (i) contemplated by Rule 506(d)(2) of the U.S. Securities Act and (ii) a description of which has been furnished in writing to the Company prior to the date hereof.

14. None of the Agent, its affiliates (including, without limitation, its U.S. Affiliate), or any Person acting on any of their behalf will solicit the exchange of the Subscription Receipts or the NB Subscription Receipts and will not pay, give or receive any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Subscription Receipts or the NB Subscription Receipts.

15. At Closing, the Agent, together with the U.S. Affiliate, will provide a certificate, substantially in the form of Exhibit I to this Schedule "C", relating to the manner of the offer and sale of the Subscription Receipts, or will be deemed to have represented that they did not offer or sell Subscription Receipts to U.S. Purchasers.

EXHIBIT I TO SCHEDULE "C"
AGENT'S CERTIFICATE

In connection with the private placement in the United States and to U.S. Persons of the Subscription Receipts of Renntiger Resources Limited (the "**Company**"), pursuant to the agency agreement dated as of February 9, 2017 between the Company, Roll-Up Capital Corp., GMP Securities L.P. and PI Financial Corp. (the "**Agency Agreement**"), the undersigned Agent and its United States registered broker-dealer affiliate (the "**U.S. Affiliate**") do hereby certify that:

(a) on the date hereof and the date on which each offer was made by it in the United States or to a U.S. Person, the U.S. Affiliate is and was a duly registered broker or dealer with the United States Securities and Exchange Commission and with each state in which such offer or sale is or was made (unless exempted from the respective state's broker-dealer registration requirements) and is and was a member of and in good standing with the Financial Industry Regulatory Authority, Inc., and all offers of the Subscription Receipts in the United States and to U.S. Persons have been effected by the U.S. Affiliate in compliance with all U.S. federal and state broker-dealer requirements;

(b) immediately prior to making any offers to any U.S. Purchaser, we had reasonable grounds to believe and did believe that the U.S. Purchaser was either (i) a U.S. QIB Purchaser, or (ii) U.S. AI Purchaser, as applicable, and, on the date hereof, we continue to believe that each such U.S. Purchaser purchasing Subscription Receipts is either a U.S. QIB Purchaser or U.S. AI Purchaser, as applicable;

(c) no form of General Solicitation or General Advertising was used by us including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine, internet or similar media or broadcast over radio or television or the internet or any seminar or meeting whose attendees had been invited by General Solicitation or General Advertising, in connection with the offer or sale of the Subscription Receipts to U.S. Purchasers;

(d) we have not taken and will not take any action that would constitute a violation of Regulation M under the U.S. Exchange Act;

(e) no Dealer Covered Person is subject to any Disqualification Event; and

(f) the offering of the Subscription Receipts has been conducted by us in accordance with the Agency Agreement, including Schedule "C" thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule "C" thereto, unless otherwise defined herein.

Dated this ____ day of ______________, 2017.

[NAME OF AGENT]	**[NAME OF U.S. AFFILIATE]**
By: ______________________	By: ______________________
Name:	Name:
Title:	Title: