

AMALGAMATION AGREEMENT

DATED as of October 31, 2017

BETWEEN:

PITCHBLACK RESOURCES LTD., a company existing under the laws of Ontario ("**Pitchblack**")

AND:

2603210 ONTARIO INC., a company existing under the laws of Ontario ("**Pitchblack Subco**")

AND:

SULLIDEN MINING CAPITAL INC., a company incorporated under the laws of Ontario ("**Sulliden**")

AND:

2507868 ONTARIO INC., a company incorporated under the laws of Ontario ("**Sulliden Subsidiary**")

AND:

2513924 ONTARIO INC., a company incorporated under the laws of Ontario ("**251 Ontario**")

AND:

THE SHAREHOLDERS OF 251 ONTARIO LISTED IN SCHEDULE "A" HERETO
(collectively, the "**251 Shareholders**")

WHEREAS:

- A. Sulliden Subsidiary holds an option (the "**Sulliden Option**") to acquire a 100% interest in the Troilus Project from First Quantum Minerals Ltd. pursuant to the terms of the Sulliden Option Agreement (as defined herein);
- B. The 251 Shareholders are the registered and beneficial owners of all of the shares of 2513924 Ontario Inc. ("**251 Ontario**") in such proportion as set out opposite their respective names in Schedule "A";

- C. 251 Ontario holds an option to acquire a 40% interest in the Troilus Project from Sulliden Subsidiary (“**251 Option**”) pursuant to the terms and conditions of the 251 Option Agreement (as defined herein);
- D. Pitchblack had previously agreed to purchase all of the issued and outstanding shares of Sulliden Subsidiary and 251 Ontario from Sulliden and the 251 Shareholders, respectively, pursuant to the terms and conditions of share purchase agreements dated September 8, 2017; pursuant to which Pitchblack agreed to indirectly acquire the 251 Option and the Sulliden Option (as defined herein); and
- E. In order to most efficiently effect the terms of the transaction referred to in recital “D” above, Sulliden Subsidiary, 251 Ontario and Pitchblack Subco have agreed to amalgamate under the provisions of the *Business Corporations Act* (Ontario) on the terms and conditions described in this Agreement and continue as one corporation.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual agreements and covenants herein contained (the receipt and adequacy of such consideration being mutually acknowledged by each party), the parties covenant and agree as follows:

ARTICLE 1 INTERPRETATION

1.1 **Definitions:** In this Agreement the following words and phrases shall have the following meanings:

- (a) “**251 Option**” has the meaning ascribed to it above;
- (b) “**251 Option Agreement**” means the option agreement dated June 2, 2016 between 251 Ontario, Sulliden and Sulliden Subsidiary, pursuant to which Sulliden Subsidiary has granted the 251 Option to 251 Ontario;
- (c) “**251 Shares**” means common shares in the capital of 251 Ontario;
- (d) “**251 Shareholders**” has the meaning ascribed to it above;
- (e) “**Amalco**” means TLG Project Inc., the corporation to be formed by the Amalgamation (or such other name as shall be approved by Pitchblack and Sulliden);
- (f) “**Amalgamating Corporations**” means, collectively, Pitchblack Subco, Sulliden Subsidiary and 251 Ontario;
- (g) “**Amalgamation**” means the amalgamation of Pitchblack Subco, Sulliden Subsidiary and 251 Ontario under Section 174 of the OBCA and in accordance with the terms and conditions of this Agreement;
- (h) “**Amalgamation Shares**” means the common shares in the capital of Pitchblack issuable to the 251 Shareholders and Sulliden pursuant to the Amalgamation as further described in Section 2.2 below;

- (i) “**Assets**” means all property or assets of any nature or kind, whether real or personal, tangible or intangible, corporeal or incorporeal, and includes any interest therein;
- (j) “**Business Day**” means any day other than a Saturday, Sunday or any statutory holiday in the Province of Ontario;
- (k) “**Claim**” means (a) any suit, action, proceeding, dispute, investigation, claim, arbitration, order, summons, citation, directive, charge, demand or prosecution, whether legal or administrative; or (b) any appeal or application for review; at law or in equity or by any Governmental Body;
- (l) “**Closing**” means the closing of the Transaction;
- (m) “**Closing Date**” means such date on or before January 31, 2018, which is three Business Days after the date on which all conditions precedent hereunder have been satisfied or waived and all necessary approvals are received, or waived, by Pitchblack, Sulliden and the 251 Shareholders with respect to the Transaction, to the extent such party has the right hereunder to waive such approval, or such later time or date as may be agreed upon in writing by the parties;
- (n) “**Closing Time**” means 5:00 p.m. (Toronto time) on the Closing Date or such other time as agreed to in writing by the parties;
- (o) “**Consolidation**” means the consolidation of the Pitchblack Shares on the basis of one post-consolidation Pitchblack Share for each four pre-consolidation Pitchblack Shares, to occur prior to the Amalgamation;
- (p) “**Data**” means, with respect to any mineral interest, any and all data, maps, surveys, technical reports and other information in relation to such mineral interest or its Related Rights;
- (q) “**Employee Plan**” means, any retirement, pension, 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 other employee compensation or benefit plan, arrangement, policy, program or practice (whether provided on a pre- or post-retirement basis) that is maintained, or otherwise contributed to or required to be contributed to, by a legal entity for the benefit of any present or former employees, officers or directors of such legal entity;
- (r) “**Effective Date**” means the effective date indicated upon the certificate issued pursuant to the Amalgamation;
- (s) “**Effective Time**” means 12:01 a.m. (Toronto Time) on the Effective Date;

- (t) **“Encumbrances”** means any lien, claim, charge, pledge, hypothecation, security interest, mortgage, title retention agreement, option, royalty, or encumbrance of any nature or kind whatsoever;
- (u) **“Environmental Laws”** means all applicable international, federal, provincial, state, municipal and local treaties, conventions, laws, statutes, ordinances, by-laws, codes, regulations, and all policies, guidelines, standards, orders, directives and decisions rendered or promulgated by any ministry, department or administrative or regulatory agency or body whatsoever (including international organizations formed by or participated in by any national, provincial or state government or representatives thereof) relating to health and safety, the protection or preservation of the environment or the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of Hazardous Substances;
- (v) **“Environmental Permits”** means all permits, licences and authorizations required under Environmental Laws in connection with the conduct and operation of business, as currently conducted;
- (w) **“First Quantum”** means First Quantum Minerals Ltd.;
- (x) **“First Quantum Royalty”** means the variable Net Smelter Royalty of 1.5% or 2.5%, depending on the gold price being more or less than US\$1,250 per ounce during the reference period, to be granted to First Quantum upon the exercise of the Sulliden Option;
- (y) **“FQM Consent”** means the consent of First Quantum to assign the Sulliden Option Agreement to Pitchblack;
- (z) **“Governmental Body”** means any domestic or foreign (a) federal, provincial, state, municipal, local or other government, (b) governmental or quasi-governmental authority of any nature, including any governmental ministry, agency, branch, department, commission, court, board, tribunal, bureau or instrumentality, or (c) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature;
- (aa) **“Hazardous Substances”** means any contaminant, pollutant, dangerous substance, liquid waste, industrial waste, hauled liquid waste, toxic substance, special waste, hazardous waste, hazardous material or hazardous substance as defined in or pursuant to any Environmental Laws, law, judgment, decree, order, injunction, rule, statute or regulation of any court, arbitrator or governmental authority;
- (bb) **“Indebtedness”** has the meaning ascribed to such term in Section 4.1(m);
- (cc) **“Losses”** or **“Loss”** in respect of any matter, means any and all costs, expenses, penalties, fines, losses, damages, liabilities and deficiencies (including all amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements, including those incurred in defending any Claim) arising directly or indirectly as a consequence of such matter;

- (dd) **“Material Contracts”** means those commitments, contracts, instruments, leases and other agreements, oral or written, entered into by a party hereto, by which a party hereto is bound or to which it or its Assets are subject that have total payment obligations on the part of that party which exceed \$50,000 or are for a term of or in excess of twelve months;
- (ee) **“MI 61-101”** means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions*;
- (ff) **“OBCA”** means the *Business Corporations Act* (Ontario);
- (gg) **“Permitted Encumbrances”** means:
 - (i) Encumbrances for taxes, rates, assessments, charges, penalties, interest or levies imposed by a Governmental Body directly or indirectly that are not yet due or payable or that are being contested in good faith by appropriate proceedings diligently conducted, if adequate reserves with respect thereto are maintained in the financial statements; and in the case of contested taxes, there is no requirement under applicable law that such taxes be paid or secured notwithstanding such contest;
 - (ii) The right reserved to or vested in any Governmental Body by the terms of any lease, licence, grant or permit or by any statutory or regulatory provision to terminate any lease, licence, grant or permit or to require annual or other periodic payments as a condition of the continuance thereof;
 - (iii) Encumbrances that are (i) not at the time overdue and (ii) incurred in the ordinary course of business under worker’s compensation laws, unemployment insurance or other social security legislation or similar legislation;
 - (iv) Any reservations, limitations, provisos and conditions expressed in original grants from any Governmental Body;
 - (v) Encumbrances created explicitly by, and recorded in, the Troilus Mining Licence; and
 - (vi) Any easements, rights of way, servitudes or other rights in land granted to or reserved by other Persons, rights of way for sewers, electrical lines, telegraph and telephone lines and other similar purposes or zoning or other restrictions for the use of real property.
- (hh) **“Person”** includes an individual, corporation, body corporate, partnership, joint venture, association, trust or unincorporated organization or any trustee, executor, administrator or other legal representative thereof;
- (ii) **“Pitchblack”** has the meaning ascribed to it above;

- (jj) **“Pitchblack Meeting”** means the special meeting, including any adjournments or postponements thereof, of the shareholders of Pitchblack currently scheduled to be held on December 7, 2017 to consider, and, if deemed advisable, to approve, among other things, the Amalgamation;
- (kk) **“Pitchblack Shareholders”** means the holders of the Pitchblack Shares;
- (ll) **“Pitchblack Shares”** means common shares in the capital of Pitchblack;
- (mm) **“Private Placement”** means the brokered bought deal private placement of 12,200,000 Subscription Receipts of Sulliden Subsidiary at a price of \$1.64 per Subscription Receipt for gross proceeds of \$20,008,000, or for such additional amount as may be determined;
- (nn) **“Related Rights”** means, with respect to any mineral interest, all surface, water, access and other non-mineral rights of and to any lands comprising such mineral interest including surface rights held in fee or under lease, licence, easement, right of way or other rights of any kind (and all renewals, extensions and amendments thereof or substitutions therefore), all within the limits of what is legally allowed through the staking of claims on such lands;
- (oo) **“Representatives”** means, with respect to any party or 251 Ontario, its directors, employees, accountants, counsel and other agents and representatives;
- (pp) **“Royalty”** means the royalty in respect of the Troilus Project equal to 1.0% of net smelter returns to be granted to 2489243 Ontario Ltd. (as assigned to it by 251 Ontario) by Sulliden Subsidiary upon exercise of the Sulliden Option;
- (qq) **“Share Split”** means the proposed share split of Sulliden Subsidiary on a 15,000,000 to one basis to occur prior to the Amalgamation;
- (rr) **“Subscription Receipts”** means the subscription receipts to be issued by Sulliden Subsidiary under the Private Placement at a price of \$1.64 per Subscription Receipt, with each Subscription Receipt automatically convertible upon the satisfaction of certain escrow release conditions into a unit, with each unit being comprised of one Sulliden Subsidiary Share and one Warrant.
 - (a) **“Sulliden”** has the meaning ascribed to it above;
 - (b) **“Sulliden Option”** means the option to acquire a 100% interest in the Troilus Project as represented by the Option Agreement;
 - (c) **“Sulliden Option Agreement”** means the option agreement dated May 2, 2016 between First Quantum Minerals Ltd., Sulliden Subsidiary and Sulliden, as amended on June 1, 2016, pursuant to which Sulliden Subsidiary can acquire a 100% interest in the Troilus Project subject to the First Quantum Royalty, the Royalty and the 251 Option;
 - (d) **“Sulliden Subsidiary”** has the meaning ascribed to it above;

- (e) **“Sulliden Subsidiary Shares”** means common shares in the capital of Sulliden Subsidiary;
- (f) **“Transaction”** means the completion of the Amalgamation;
- (g) **“Troilus Mining Licence”** means the mining licence to exploit and mine all recovered metals and minerals dissolved on the brines associated with the Troilus Project;
- (h) **“Troilus Project”** means all of the mineral interests and rights comprising the project known as the Troilus Project in the Province of Quebec, Canada, including the Troilus Mining Licence, and all Related Rights and Data in relation thereto;
- (i) **“TSXV”** means the TSX Venture Exchange; and
- (j) **“Warrants”** means the purchase warrants for Sulliden Subsidiary Shares comprising part of the units to be issued upon conversion of the Subscription Receipts, with each Warrant entitling its holder to one Sulliden Subsidiary Share at a price of \$2.50, for a period of 36 months from the closing date of the Private Placement.

1.2 **Schedules:** The following are the schedules to this Agreement:

- Schedule A List of 251 Shareholders and parties receiving Amalgamation Shares
- Schedule B Liabilities of Pitchblack, 251 Ontario and Sulliden Subsidiary
- Schedule C Material Contracts of Pitchblack, 251 Ontario and Sulliden Subsidiary
- Schedule D Articles of Amalgamation

1.3 **Interpretation:** For the purposes of this Agreement, except as otherwise expressly provided herein:

- (a) **“this Agreement”** means this Agreement, including the Schedules hereto, as it may from time to time be supplemented or amended;
- (b) all references in this Agreement to a designated Article, section, subsection, paragraph, or other subdivision, or to a Schedule, is to the designated Article, section, subsection, paragraph or other subdivision of, or Schedule to, this Agreement unless otherwise specifically stated;
- (c) the words **“herein”**, **“hereof”** and **“hereunder”** and other words of similar import refer to this Agreement as a whole and not to any particular Article, clause, subsection or other subdivision or Schedule;

- (d) “the parties” means the parties to this Agreement, being Pitchblack, Pitchblack Subco, Sulliden, Sulliden Subsidiary, 251 Ontario and the 251 Shareholders, and “a party” means either one of them;
- (e) the singular of any term includes the plural and *vice versa* and the use of any term is equally applicable to any gender and where applicable to a body corporate;
- (f) the word “including” is not limiting (whether or not non-limiting language such as “without limitation”, “but not limited to” and other words of similar import are used with reference thereto);
- (g) the headings to the Articles and clauses of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (h) the parties acknowledge that this Agreement is the product of arm’s length negotiation between the parties, each having obtained its own independent legal advice, and that this Agreement shall be construed neither strictly for nor strictly against either party irrespective of which party was responsible for drafting this Agreement;
- (i) the representations, warranties, covenants and agreements contained in this Agreement shall not merge at the Closing and shall continue in full force and effect from and after the Closing Date for the applicable period set out in this Agreement; and
- (j) unless otherwise specifically noted, all references to money in this Agreement are or shall be to lawful money of Canada. If it is necessary to convert money from another currency to lawful money of Canada, such money shall be converted to lawful money of Canada using the exchange rates in effect at the close of business on the Business Day prior to the Closing Date.

ARTICLE 2 THE AMALGAMATION

2.1 Implementation Steps

- (a) Pitchblack shall call and convene the Pitchblack Meeting at which the Pitchblack Shareholders will be asked to approve the Amalgamation and any ancillary matters.
- (b) Pitchblack covenants in favour of the other parties hereto that it shall, in its capacity as the sole shareholder of Pitchblack Subco, approve and execute a special resolution approving the Amalgamation as soon as reasonably practicable following approval of same at the Pitchblack Meeting.
- (c) Sulliden covenants in favour of the other parties hereto that it shall, in its capacity as the sole shareholder of Sulliden Subsidiary, approve and execute a special resolution

approving the Amalgamation as soon as reasonably practicable following approval of the Amalgamation at the Pitchblack Meeting.

- (d) Each of the 251 Shareholders covenants in favour of the other parties hereto that it shall, in their capacity as the sole shareholders of 251 Ontario, approve and execute a special resolution approving the Amalgamation as soon as reasonably practicable following approval of the Amalgamation at the Pitchblack Meeting.
- (e) The Share Split shall be effected, which for greater certainty will happen prior to the closing of the Private Placement.
- (f) The Consolidation shall be effected, which for greater certainty will happen prior to the Effective Time.
- (g) Immediately prior to the filing of articles of Amalgamation as contemplated hereunder, each Subscription Receipt will, provided all other escrow release conditions under the terms governing the Subscription Receipts are satisfied or waived, automatically be converted into one Sulliden Subsidiary Share and one Warrant.
- (h) Following the approval of this Agreement by the shareholders of the Amalgamating Corporations in accordance with the OBCA and with the terms of this Agreement, and subject to the satisfaction or waiver of all conditions precedent set forth in this Agreement, the Amalgamating Corporations shall jointly file the articles of Amalgamation as set out in Schedule "D" hereto with the director, as provided under the OBCA.

2.2 Effects of the Amalgamation

At the Effective Time, the following shall occur and shall be deemed to occur without any further act or formality:

- (a) Pitchblack Subco, Sulliden Subsidiary and 251 Ontario shall amalgamate to form Amalco and shall continue as one company under the OBCA in the manner set out in Section 2.5 hereof and with the effect as of the Effective Time;
- (b) immediately upon the Amalgamation:
 - (i) each one (1) Sulliden Subsidiary Share, which for greater certainty includes the Sulliden Subsidiary Shares issued upon the conversion of the Subscription Receipts, shall be exchanged for fully-paid and non-assessable Pitchblack Shares;
 - (ii) each one (1) Warrant which for greater certainty includes the Warrants issued upon the conversion of the Subscription Receipts, shall be exchanged for one (1) warrant entitling the holders thereof to Pitchblack Shares, with the same terms and exercise price as further set out in the warrant certificates governing the Warrants;
 - (iii) each one (1) 251 Share, shall be exchanged for fully-paid and non-assessable Pitchblack Shares as further set out in Schedule "A" hereto;

- (iv) each common share in the capital of Pitchblack Subco shall be exchanged for one (1) fully-paid and non-assessable common share in the capital of Amalco;
- (v) all of the property and assets of each of Pitchblack Subco, Sulliden Subsidiary and 251 Ontario shall be the property and assets of Amalco and Amalco shall be liable for all of the liabilities and obligations of each of Pitchblack Subco, Sulliden Subsidiary and 251 Ontario; and
- (vi) Amalco shall be a wholly-owned subsidiary of Pitchblack.

2.3 Consultation

Upon execution of this Agreement, Pitchblack and Sulliden shall issue a joint press release which announces that the parties have entered into this Agreement and providing such further information concerning the Transaction as the parties may agree or as is otherwise required by the TSXV. The parties shall consult with each other in respect to issuing any press release or otherwise making any public statement with respect to this Agreement or the Amalgamation, its business or operations and in making any filing with any Governmental Body, securities regulatory authority or stock exchange with respect thereto. Each of Pitchblack and Sulliden shall use commercially reasonable efforts to enable the other party to review and comment on all such press releases, public statements and filings prior to the release or filing, respectively, thereof, provided, however, that the obligations herein shall not prevent a party from making, after consultation with the other party, such disclosure as is required by applicable laws or the rules and policies of any applicable stock exchange. Reasonable consideration shall be given to any comments made by the other party and its counsel.

2.4 Pitchblack Circular

- (a) As promptly as reasonably practicable following execution of this Agreement, Pitchblack, in consultation with the other parties, shall prepare the information circular for the Pitchblack Meeting together with any other documents required by applicable laws. On the date thereof, the Parties shall each ensure that this information circular complies in all material respects with all applicable laws and that it contains sufficient detail to permit the Pitchblack Shareholders to form a reasoned judgment concerning the matters to be placed before them at the Pitchblack Meeting.
- (b) The parties shall also use best efforts to obtain any necessary consents from any of its auditors and any other advisors to the use of any financial, technical or other expert information required to be included in the information circular for the Pitchblack Meeting. The parties shall ensure that any information related to itself does not include any misrepresentation.
- (c) The parties shall each promptly notify each other if at any time before the Effective Date either becomes aware that the information circular for the Pitchblack Meeting contains a misrepresentation, or that otherwise requires an amendment or supplement to the information circular and the parties shall co-operate in the preparation of any amendment or supplement as required or appropriate, and Pitchblack shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Pitchblack Shareholders and, if

required by applicable laws, file the same with any Governmental Body or stock exchange and as otherwise required.

2.5 **Amalco**

Following the Amalgamation, Amalco shall be organized as follows:

- (a) The name of Amalco shall be "TLG Project Inc." or such other name as may be jointly approved by Sulliden and Pitchblack.
- (b) The registered office of Amalco shall be 65 Queen St West, Suite 800, Toronto, ON M5H 2M5.
- (c) There shall be no restrictions on the business that Amalco may carry on or on the powers that Amalco may exercise.
- (d) The authorized capital of Amalco shall be an unlimited number of common shares.
- (e) If Amalco:
 - (i) is not a reporting issuer or an investment fund within the meaning of applicable securities legislation; and
 - (ii) has not distributed to the public (excluding accredited investors within the meaning of applicable securities legislation) any of its securities;

then no securities in the capital of Amalco (other than non-convertible debt securities) shall be transferred without either:

- (i) the previous consent of the board of directors expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or
 - (ii) the previous consent of the holders of at least 51% of the securities of that class for the time being outstanding expressed by a resolution passed by the security holders or by an instrument or instruments in writing signed by such security holders.
- (f) The stated capital account in the records of Amalco for Amalco Shares shall be equal to the stated capital attributed to the shares of the corporations amalgamating to create Amalco.
 - (g) The board of directors of Amalco shall consist of not less than one (1) and not more than ten (10) directors, until changed in accordance with the OBCA. Until changed by the shareholders of Amalco, or by the directors of Amalco if authorized by the shareholders of Amalco, the number of directors of Amalco shall be two.
 - (h) The first directors of Amalco shall be the person whose name and address for service appears below:

Name	Address for Service	Resident
Justin Reid	65 Queen St West, Suite 800, Toronto, ON M5H 2M5	Canada
Denis Arsenault	65 Queen St West, Suite 800, Toronto, ON M5H 2M5	Canada

The first directors named above shall hold office from the Effective Date until the later of the close of the first annual meeting of shareholders of Amalco and the date on which a successor is elected or appointed.

- (i) The by-laws of Amalco shall be, to the extent not inconsistent with this Agreement, the by-laws of Pitchblack Subco, unless and until repealed or amended.
- (j) The first auditors of Amalco shall be UHY McGovern Hurley LLP, Chartered Accountants. The first auditors of Amalco shall hold office until the first annual meeting of shareholders of Amalco following the Amalgamation, or until their successor is appointed.
- (k) The fiscal year end of Amalco shall be December 31.

2.6 Structuring

The parties and their advisors shall in good faith consider and investigate whether the transactions contemplated by this Agreement may be effected in a manner which is more tax efficient than that set out herein. If, following such investigation, the parties deem it necessary or advisable, the parties shall amend this Agreement in order to provide for a more tax efficient structure.

ARTICLE 3 251 SHAREHOLDERS' REPRESENTATIONS AND WARRANTIES

3.1 **Representations and Warranties with respect to the 251 Shareholders:** In order to induce the other parties to enter into and to consummate the transactions contemplated hereunder, each 251 Shareholder, as to itself only, hereby severally (and not jointly and severally), represents and warrants as follows:

- (a) **Capacity:** The 251 Shareholder has the necessary power, authority and capacity to execute and deliver this Agreement, documents and instruments to be executed and delivered by such 251 Shareholder pursuant to this Agreement, to perform his obligations hereunder and thereunder and to consummate the transactions contemplated herein and therein.
- (b) **Execution and Enforceability:** This Agreement, documents and instruments to be executed and delivered by the 251 Shareholder pursuant to this Agreement have been or will be duly executed and delivered by the 251 Shareholder and are or will be legal, valid and binding obligations of the 251 Shareholder, enforceable against the 251 Shareholder in accordance with their respective terms except that such

enforceability may be limited by (i) applicable bankruptcy, insolvency, reorganization, moratorium, and similar applicable Laws affecting creditors' rights generally, and (ii) equitable principles which may limit the availability of certain equitable remedies (such as specific performance) in certain instances.

- (c) No Conflict. The execution and delivery of and performance by such 251 Shareholder of this Agreement and the consummation of the transactions contemplated hereby:
 - (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other Person to exercise any rights under, any of the terms or provisions of any contracts or instruments to which such 251 Shareholder is a party; and
 - (ii) do not and will not result in the violation of any Law.
- (d) No Proceedings: To the knowledge of the 251 Shareholders, there are no claims, actions, suits, proceedings or governmental investigations pending or threatened against any 251 Shareholder, by or before any Government Authority or by any Person.
- (e) Title: The 251 Shareholder is the registered and beneficial owner of the 251 Shares owned by him/her/it as set forth in Schedule "A" hereto, with good and marketable title thereto, free and clear of any and all Encumbrances.
- (f) No Other Agreements to Purchase: No Person has any contract, option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming a contract, option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase or acquisition from the 251 Shareholder of the 251 Shares being sold by him/her/it or any part thereof.

3.2 **Representation and Warranties with respect to 251 Ontario**: In order to induce the other parties to enter into and to consummate the transactions contemplated hereunder, each of the 251 Shareholders, as to 251 Ontario, hereby severally (and not jointly and severally), represents and warrants as follows:

- (a) Organization and Good Standing: 251 Ontario is duly incorporated and validly existing under the laws of the Province of Ontario and has all necessary corporate power, authority and capacity to own its Assets and to carry on its business as presently conducted.
- (b) Corporate Structure: The authorized capital of 251 Ontario consists of an unlimited number of common shares of which the 10,000,000 251 Shares listed in Schedule "A" hereto are the only issued and outstanding common shares. All of the outstanding 251 Shares have been duly authorized and are validly issued, fully paid and non-assessable.

- (c) Authority: 251 Ontario has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder including to complete the Amalgamation. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of 251 Ontario and this Agreement has been duly executed and delivered by 251 Ontario and constitutes a valid, binding and enforceable obligation of 251 Ontario, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.
- (d) Agreement Valid: 251 Ontario is not a party to, bound by or subject to any indenture, mortgage, lease, agreement, instrument, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur as a result of, the authorization, execution and delivery of this Agreement by 251 Ontario or the performance by it of any of the terms hereof. Neither the authorization, execution or delivery of this Agreement by 251 Ontario, nor the performance of its obligations hereunder will violate, conflict with or breach its articles or by-laws or other organizational documents, or any Material Contract by 251 Ontario or any of its Assets are bound.
- (e) Absence of Options: The 251 Shares listed in Schedule "A" hereto represent all of the issued and outstanding shares in the capital of 251 Ontario and no Person has any agreement, right or option, present or future, contingent, absolute or capable of becoming an agreement, right or option or which with the passage of time or the occurrence of any event could become an agreement, right or option to acquire the 251 Shares, 251 Ontario, any of its Assets (including the Troilus Project other than as set out in the Sulliden Option Agreement), or any interest therein, other than the Sulliden Option Agreement.
- (f) Financial Statements: The financial statements of 251 Ontario will present fairly the financial position of 251 Ontario as at the date set out therein and the results of such company's operations and the changes in such company's financial position for the period then ended and reflect any reserves that are required to be included under the accounting standards used by 251 Ontario in the preparation of its financial statements. Since December 31, 2016, there has been no material change in respect of 251 Ontario's operations, financial condition or business.
- (g) Minute Books: The minute books of 251 Ontario are true and correct in all material respects; contain the duly signed minutes of all meetings of the board of directors, shareholders and board committees of 251 Ontario, as applicable, and all resolutions passed by the board of directors, shareholders and board committees of 251 Ontario, as applicable.
- (h) Absence of Undisclosed Liabilities: 251 Ontario does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise) other than those provided for historically in the financial statements or incurred in the ordinary course of business in accordance with past practice.

- (i) Material Contracts: Except for the Material Contracts set out in Schedule C, 251 Ontario is not a party to nor bound by any Material Contract, whether oral or written, and the Material Contracts listed in Schedule C are all valid and subsisting, in full force and effect and unamended, no material default exists in respect thereof on the part of 251 Ontario or, to the best of the 251 Shareholder's knowledge, on the part of any of the other parties thereto. The 251 Shareholder is not aware of any intention on the part of any of the other parties thereto to terminate or materially alter any of such Material Contracts.
- (j) Absence of Guarantees: Save and except for rights pursuant to the 251 Option Agreement, 251 Ontario is not subject to any guarantees, indemnities or contingent or indirect obligations with respect to the liabilities or obligations of any other Person (including any obligation to service the debt of or otherwise acquire an obligation of another Person or to supply funds to, or otherwise maintain any working capital or other statement of financial position condition of any other Person).
- (k) Insurance: 251 Ontario has no insurance.
- (l) Absence of Approvals Required: No authorization, approval, order, license, permit or consent of any Governmental Body and no registration, declaration or filing by 251 Ontario with any such Governmental Body is required to be obtained by 251 Ontario in order to consummate the transactions contemplated hereunder, to execute and deliver all of the documents and instruments to be delivered by 251 Ontario under this Agreement, to duly perform and observe the terms and provisions of this Agreement, or to render this Agreement legal, valid, binding and enforceable.
- (m) Permits and Licences: 251 Ontario holds all material authorizations, approvals, orders, licences, permits or consents issued by any Governmental Body that are necessary or desirable in connection with the conduct and operation of its business as currently being conducted and the ownership, leasing or use of its Assets as the same are now owned, leased, used, conducted or operated, and 251 Ontario is not in material breach of or in default under any of the terms or conditions thereof. 251 Ontario is not aware of any intention of any Governmental Body to revoke, rescind or terminate any such authorizations, approvals, orders, licenses, permits or consents.
- (n) Absence of Contingent Tax Liabilities There are no contingent tax liabilities against 251 Ontario nor to the best of the 251 Shareholder's knowledge, any grounds that could prompt a reassessment.
- (o) The Option: The 251 Option is in full force and effect, and there are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under the 251 Option. The interest of 251 Ontario under the 251 Option is held by it free and clear of any Encumbrance.

- (p) Employment Agreements. 251 Ontario is not a party to any written or oral employment or consulting agreement.
- (q) Litigation: There is no suit, action, litigation, investigation, claim, complaint or proceeding before any governmental authority in progress or pending or, to the best of each 251 Shareholder's knowledge, threatened against or relating to 251 Ontario or its assets that, if determined adversely to 251 Ontario, would prevent it from fulfilling all of its obligations set out in this Agreement or arising from this Agreement or which would be expected to have a materially adverse effect upon 251 Ontario or its financial condition, results of operations or business prospects, and, to the best of the 251 Shareholder's knowledge, there are no existing grounds on which any such action, suit, litigation or proceeding might be commenced with any likelihood of success.
- (r) Due Diligence: All information provided to Pitchblack in relation to Pitchblack's due diligence of 251 Ontario, including the 251 Option, is, to the best of the 251 Shareholder's knowledge, true and correct in all material respects and does not contain any material omissions as at the respective date as stated therein and has not been amended except as provided to Pitchblack.
- (s) Anti-Corruption. Neither 251 Ontario, nor any of its directors, officers, agents, employees or any other Person acting on its behalf has, in connection with the operation of its respective business, used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials, candidates or members of political parties or organizations, or established or maintained any unlawful or unrecorded funds in violation in any material respect of the *Corruption of Foreign Public Officials Act* (Canada) or any other similar applicable law.

3.3 **Survival:** The representations and warranties of the 251 Shareholders hereunder shall survive the Closing for a period of 24 months, notwithstanding the waiver of any condition by the other parties.

3.4 **Reliance:** The 251 Shareholders acknowledge and agree that the other parties have entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf them. The other parties acknowledge that they have had the opportunity to conduct due diligence and investigations with respect to 251 Ontario and in no event shall the 251 Shareholders have any liability to the other parties with respect to a breach of representation, warranty or covenant under this Agreement to the extent that such other party knew of such breach as of the Closing Date.

ARTICLE 4
PITCHBLACK REPRESENTATIONS AND WARRANTIES

4.1 **Representations and Warranties.** In order to induce the other parties to enter into and to consummate the transactions contemplated hereunder, Pitchblack represents and warrants to the other parties as follows:

- (a) Organization and Good Standing: Each of Pitchblack and Pitchblack Subco are companies duly incorporated and validly existing under the laws of the province of Ontario.
- (b) Corporate Structure: The authorized capital of Pitchblack Subco consists of an unlimited number of common shares. Pitchblack holds a 100% interest in Pitchblack Subco.
- (c) Authority: Pitchblack and Pitchblack Subco has all necessary corporate power, authority and capacity to complete the Amalgamation and to perform its obligations hereunder, subject to the receipt of requisite regulatory and shareholder approval, pursuant to the terms thereof. The execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of Pitchblack and this Agreement has been duly executed and delivered by Pitchblack and constitutes a valid and binding obligation of Pitchblack, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.
- (d) Compliance: The execution, delivery and performance of this Agreement and each of the other agreements contemplated or referred to herein by Pitchblack and Pitchblack Subco, and the completion of the transactions contemplated hereby, will not conflict with nor constitute or result in a violation or breach of or material default under or cause the acceleration of any obligations of Pitchblack or Pitchblack Subco under:
 - (i) any term or provision of any of its notice of articles, articles or other constating documents of Pitchblack or Pitchblack Subco or any director or shareholder minutes;
 - (ii) the terms of any indenture, agreement (written or oral), instrument or understanding or other obligation or restriction to which Pitchblack is a party or by which it is bound; or
 - (iii) any term or provision of any licenses, registrations or qualification of Pitchblack or Pitchblack Subco or any order of any court, governmental authority or regulatory body or any applicable law or regulation of any jurisdiction.
- (e) Minute Books: The minute books of Pitchblack are true and correct in all material respects; contain the duly signed minutes of all meetings of the board of directors, shareholders and board committees of Pitchblack, as applicable.

- (f) Absence of Undisclosed Liabilities: Pitchblack and Pitchblack Subco does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise) other than those provided for historically in the financial statements or incurred in the ordinary course of business in accordance with past practice.
- (g) Material Contracts: Except for the Material Contracts set out in Schedule C, Pitchblack is not a party to nor bound by any Material Contract, whether oral or written, and the Material Contracts listed in Schedule C are all valid and subsisting, in full force and effect and unamended, no material default exists in respect thereof on the part of Pitchblack or, to the best of Pitchblack's knowledge, on the part of any of the other parties thereto. Pitchblack is not aware of any intention on the part of any of the other parties thereto to terminate or materially alter any of such Material Contracts.
- (h) Absence of Guarantees: Pitchblack is not subject to any guarantees, indemnities or contingent or indirect obligations with respect to the liabilities or obligations of any other Person (including any obligation to service the debt of or otherwise acquire an obligation of another Person or to supply funds to, or otherwise maintain any working capital or other statement of financial position condition of any other Person).
- (i) Financial Condition The financial statements of Pitchblack for its most recently completed financial year and its most recently completed interim period contained on its public disclosure record available at www.sedar.com: (i) complied as to form in all material respects with the published rules and regulations under the applicable securities laws; (ii) were reported in accordance with International Financial Reporting Standards; and (iii) present fairly the consolidated financial position of Pitchblack and its subsidiaries, on a consolidated basis, as of the respective dates thereof and the consolidated results of operations of Pitchblack and its subsidiaries, if any, for the periods covered thereby, and there has been no material adverse change to Pitchblack's financial condition since December 31, 2016.
- (j) Filings: Pitchblack:
- (i) has duly filed in a timely manner all income tax returns and election forms in all jurisdictions where such tax returns or election forms are required to be filed and to the best of Pitchblack's knowledge all such returns and forms have been completed accurately and correctly in all material respects; and
 - (ii) has paid all taxes and all interest and penalties thereon for all previous years and all required quarterly instalments due for the current fiscal year have been paid;

and there is no agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return, or payment of any tax, governmental charge or deficiency, nor is there any action, suit, litigation, arbitration, proceeding, governmental proceeding, investigation or claim, including

appeals and applications for review, in progress, or to the best of Pitchblack's knowledge, threatened or pending against or in relation to Pitchblack or any of its assets in respect of, or discussions underway with any governmental authority relating to, any such tax or governmental charge or deficiency.

- (k) Capitalization: Other than the 9,922,479 Pitchblack Shares and 825,000 stock options to purchase Pitchblack Shares, there are no authorized, outstanding or existing securities of Pitchblack outstanding.
- (l) Absence of Options: one common share represents all of the issued and outstanding shares in the capital of Pitchblack Subco and no Person has any agreement, right or option, present or future, contingent, absolute or capable of becoming an agreement, right or option or which with the passage of time or the occurrence of any event could become an agreement, right or option to acquire Pitchblack Subco, or any interest therein.
- (m) Indebtedness: Other than \$764,684.50 which is owing to certain directors, officers, consultants and creditors of Pitchblack as of September 30, 2017 (the "**Indebtedness**"), Pitchblack is not indebted to any directors, officers, consultants or creditors of Pitchblack or any affiliate or associate of any of them, on any account whatsoever, and Pitchblack covenants not to, unless required to do so by applicable law, make any repayment of the Indebtedness until it has raised a minimum of \$5 million in equity, after which the Indebtedness will be repaid in equal instalments over a minimum of six months. If Pitchblack raises an aggregate amount of \$15 million or greater in equity, including without limitation pursuant to the Private Placement, Pitchblack shall cause the Indebtedness to be repaid immediately.
- (n) Absence of Contingent Tax Liabilities: There are no contingent tax liabilities against Pitchblack or its subsidiaries nor to the best of Pitchblack's knowledge, any grounds that could prompt a reassessment.
- (o) Litigation: There is no suit, action, litigation, investigation, claim, complaint or proceeding before any governmental authority in progress or pending or, to the best of Pitchblack's knowledge, threatened against or relating to it, any of its subsidiaries or their respective assets that, if determined adversely to Pitchblack or its subsidiaries, would prevent it from fulfilling all of its obligations set out in this Agreement or arising from this Agreement or which would be expected to have a materially adverse effect upon Pitchblack, its subsidiaries, their respective financial condition, results of operations or business prospects, and, to the best of Pitchblack's knowledge, there are no existing grounds on which any such action, suit, litigation or proceeding might be commenced with any likelihood of success.
- (p) Anti-Corruption. Neither Pitchblack nor its subsidiaries, nor any of their respective directors, officers, agents, employees or any other Person acting on its behalf has, in connection with the operation of its respective business, used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials, candidates or members of political parties or organizations, or established or

maintained any unlawful or unrecorded funds in violation in any material respect of the *Corruption of Foreign Public Officials Act* (Canada) or any other similar applicable law.

- (q) **Reporting Issuer.** Pitchblack is a “reporting issuer” as such term is defined under the securities legislation of British Columbia and Alberta and has no reason to believe that it is in default of applicable securities legislation.

4.2 **Survival:** The representations and warranties of Pitchblack hereunder shall survive the Closing for a period of 24 months, notwithstanding the waiver of any condition by the other parties.

4.3 **Reliance:** Pitchblack acknowledges and agrees that the other parties have entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement. The other parties acknowledge that it has had the opportunity to conduct due diligence and investigations with respect to Pitchblack and in no event shall Pitchblack have any liability to the other parties with respect to a breach of representation, warranty or covenant under this Agreement to the extent that such other party knew of such breach as of the Closing Date.

ARTICLE 5 SULLIDEN REPRESENTATIONS AND WARRANTIES

5.1 **Sulliden Representations and Warranties:** In order to induce the other parties to enter into and to consummate the transactions contemplated hereunder, Sulliden represents and warrants as follows:

- (a) **Organization and Good Standing:** Each of Sulliden and the Sulliden Subsidiary are duly incorporated and validly existing under the laws of their respective jurisdiction of incorporation and have all necessary corporate power, authority and capacity to own their respective Assets and to carry on their respective business as presently conducted. The Sulliden Subsidiary has not registered to conduct business in any jurisdiction other than the Province of Quebec and Ontario, Canada and neither the nature of the business of the Sulliden Subsidiary, nor the location or character of the respective Assets owned or leased by the Sulliden Subsidiary requires that the Sulliden Subsidiary be registered in any other jurisdiction.
- (b) **Corporate Structure:** The authorized capital of the Sulliden Subsidiary consists of an unlimited number of common shares, of which one Sulliden Subsidiary Shares is currently issued and outstanding. Sulliden holds a 100% interest in the Sulliden Subsidiary.
- (c) **Share Split:** Following the completion of the Share Split and the exercise of the Subscription Receipts and assuming that 12,200,000 Subscription Receipts are issued under the Private Placement, there shall be 27,200,000 Sulliden Subsidiary Shares issued and outstanding.
- (d) **Title:** Sulliden owns and has good marketable title to all of the common shares in the capital of Sulliden Subsidiary as the registered and beneficial owner of 100

common shares, free and clear of all Encumbrances and all of such common shares have been duly and validly issued and are outstanding as fully paid and non-assessable shares in the capital of the Sulliden Subsidiary. Subject to the existence of the 251 Option, the Sulliden Subsidiary owns and has good and marketable title to the Sulliden Option as the legal and beneficial owner thereof, free of all Encumbrances save and except for the Permitted Encumbrances.

- (e) Authority: Subject to the receipt of requisite shareholder approval and the approval of the Toronto Stock Exchange (the “TSX”), if required, Sulliden has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder including the completion of the Amalgamation and to perform its obligations hereunder. Subject to the receipt of requisite shareholder and TSX approval, if required, the execution and delivery of this Agreement has been duly authorized by all necessary corporate action on the part of Sulliden and this Agreement has been duly executed and delivered by Sulliden and constitutes a valid, binding and enforceable obligation of Sulliden, except as such enforceability may be limited by general principles of equity and by bankruptcy, insolvency, reorganization or similar laws and judicial decisions affecting the rights of creditors generally.
- (f) Tax Status: Sulliden is not a “non-resident” of Canada within the meaning of the *Income Tax Act*.
- (g) Agreement Valid: Upon receipt of the FQM Consent and other than the 251 Option, neither Sulliden nor the Sulliden Subsidiary is a party to, bound by or subject to any indenture, mortgage, lease, agreement, instrument, statute, regulation, order, judgment, decree or law which would be violated, contravened or breached by, or under which any default would occur as a result of, the authorization, execution and delivery of this Agreement by Sulliden or the performance by it of any of the terms hereof. Upon receipt of the FQM Consent and other than the 251 Option, neither the authorization, execution or delivery of this Agreement by Sulliden, nor the performance of its obligations hereunder will violate, conflict with or breach its or the Sulliden Subsidiary’s articles or by-laws or other organizational documents, or any Permit or Material Contract by which Sulliden, its Sulliden Subsidiary or their respective Assets are bound.
- (h) Absence of Options: 100 common shares represent all of the issued and outstanding shares in the capital of the Sulliden Subsidiary and no Person has any agreement, right or option, present or future, contingent, absolute or capable of becoming an agreement, right or option or which with the passage of time or the occurrence of any event could become an agreement, right or option to acquire Sulliden Subsidiary, any of its Assets or securities (including the Troilus Project other than as set out in the Sulliden Option Agreement and the 251 Option), or any interest therein, other than the Sulliden Option Agreement and the 251 Option.
- (i) Financial Statements: The financial statements to be delivered by Sulliden on Closing will present fairly the financial position of the Sulliden Subsidiary as at the date set out therein and the results of such company’s operations and the changes

in such company's financial position for the period then ended and reflect any reserves that are required to be included under the accounting standards used by the Sulliden Subsidiary in the preparation of its financial statements. Since July 31, 2016, there has been no material change in respect of the Sulliden Subsidiary's operations, financial condition or business.

- (j) Minute Books: The minute books of the Sulliden Subsidiary are true and correct in all material respects; contain the duly signed minutes of all meetings of the board of directors, shareholders and board committees of the Sulliden Subsidiary, as applicable, and all resolutions passed by the board of directors, shareholders and board committees of the Sulliden Subsidiary, as applicable.
- (k) Absence of Undisclosed Liabilities: Except as disclosed in Schedule B, the Sulliden Subsidiary does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise) other than those provided for historically in the financial statements or incurred in the ordinary course of business in accordance with past practice.
- (l) Material Contracts: Except for the Material Contracts set out in Schedule A, the Sulliden Subsidiary is not a party to nor bound by any Material Contract, whether oral or written, and the Material Contracts listed in Schedule A are all valid and subsisting, in full force and effect and unamended, no material default exists in respect thereof on the part of the Sulliden Subsidiary or, to the best of Sulliden's knowledge, on the part of any of the other parties thereto. Sulliden is not aware of any intention on the part of any of the other parties thereto to terminate or materially alter any of such Material Contracts.
- (m) Absence of Guarantees: Save and except for rights pursuant to the Sulliden Option Agreement, the 251 Option and the Mining Licence, the Sulliden Subsidiary is not subject to any guarantees, indemnities or contingent or indirect obligations with respect to the liabilities or obligations of any other Person (including any obligation to service the debt of or otherwise acquire an obligation of another Person or to supply funds to, or otherwise maintain any working capital or other statement of financial position condition of any other Person).
- (n) Insurance: Sulliden maintains a casual and general liability policy with respect to the Sulliden Subsidiary which provides \$1,000,000 in coverage for general liability and environmental matters. All insurance policies maintained in respect of the Sulliden Subsidiary and its Assets are in full force and effect and in good standing, and Sulliden is not default of the payment of any premium or otherwise in respect thereof nor has Sulliden failed to give notice or present any material claim under such insurance in a due and timely fashion or received notice or otherwise become aware of any intent of the insurer to either claim any default on the part of Sulliden or the Sulliden Subsidiary or not to renew the policy of insurance on substantially similar terms.

- (o) Copies of Agreements: True, correct and complete copies of all mortgages, leases, agreements, instruments, licenses, permits, authorizations and other documents related to the Troilus Project have been delivered to Pitchblack.
- (p) Absence of Approvals Required: Other than the FQM Consent, no authorization, approval, order, license, permit or consent of any Governmental Body and no registration, declaration or filing by the Sulliden Subsidiary with any such Governmental Body is required to be obtained by Sulliden or the Sulliden Subsidiary in order to consummate the transactions contemplated hereunder, to execute and deliver all of the documents and instruments to be delivered by Sulliden or the Sulliden Subsidiary under this Agreement, to duly perform and observe the terms and provisions of this Agreement, or to render this Agreement legal, valid, binding and enforceable.
- (q) Permits and Licences: The Sulliden Subsidiary holds all material authorizations, approvals, orders, licences, permits or consents issued by any Governmental Body that are necessary or desirable in connection with the conduct and operation of its business as currently being conducted and the ownership, leasing or use of its Assets as the same are now owned, leased, used, conducted or operated, and the Sulliden Subsidiary is not in material breach of or in default under any of the terms or conditions thereof. Sulliden and the Sulliden Subsidiary are not aware of any intention of any Governmental Body to revoke, rescind or terminate any such authorizations, approvals, orders, licenses, permits or consents.
- (r) Filings: The Sulliden Subsidiary:
 - (i) has duly filed in a timely manner all income tax returns and election forms in all jurisdictions where such tax returns or election forms are required to be filed and to the best of Sulliden's knowledge all such returns and forms have been completed accurately and correctly in all material respects; and
 - (ii) has paid all taxes and all interest and penalties thereon for all previous years and all required quarterly instalments due for the current fiscal year have been paid;

and there is no agreement, waiver or other arrangement providing for an extension of time with respect to the filing of any tax return, or payment of any tax, governmental charge or deficiency, nor is there any action, suit, litigation, arbitration, proceeding, governmental proceeding, investigation or claim, including appeals and applications for review, in progress, or to the best of Sulliden's knowledge, threatened or pending against or in relation to the Sulliden Subsidiary or any of its Assets (including the Sulliden Option) in respect of, or discussions underway with any governmental authority relating to, any such tax or governmental charge or deficiency.

- (s) Absence of Contingent Tax Liabilities Except as disclosed in Schedule B, there are no contingent tax liabilities against the Sulliden Subsidiary nor to the best of Sulliden's knowledge, any grounds that could prompt a reassessment.

- (t) The Sulliden Option: The Sulliden Option is in full force and effect, and there are no outstanding defaults (or events which would constitute a default with the passage of time or giving of notice or both) under the Sulliden Option. The interests of each of Sulliden and the Sulliden Subsidiary under the Sulliden Option is held by it free and clear of any Encumbrance other than the 251 Option, and all payments due under the Sulliden Option, if any, have been duly and punctually paid.
- (u) Mineral Resources: The most recent estimated mineral resources on the Troilus Project disclosed by Sulliden in its public disclosure documents have been prepared and disclosed in all material respects in accordance with all applicable laws. The information provided by Sulliden or the Sulliden Subsidiary to the qualified persons in connection with the preparation or such estimates was complete and accurate at the time such information was furnished.
- (v) Expropriation: No part of the property or assets of the Sulliden Subsidiary have been taken, condemned or expropriated by any Governmental Body nor has any written notice or proceeding in respect thereof been given or, to the knowledge of Sulliden or the Sulliden Subsidiary, commenced nor does Sulliden or the Sulliden Subsidiary know of any intent or proposal to give such notice or commence any such proceeding.
- (w) Condition of Assets: All machinery, facilities, equipment and other Assets in connection with the business of the Sulliden Subsidiary are owned by the Sulliden Subsidiary or used by it under valid and subsisting leases, licenses, operating agreements or other arrangements; and all Assets are in good working order subject to standard wear and tear.
- (x) Indebtedness to Sulliden: Except as set forth in Schedule B hereto, the Sulliden Subsidiary is not indebted to Sulliden or any directors, officers or employees of Sulliden or any affiliate or associate of any of them, on any account whatsoever.
- (y) Employment Agreements.
 - (i) the Sulliden Subsidiary is not a party to any written or oral policy, agreement, obligation or understanding providing for severance or termination payments to, or any employment or consulting agreement with, any director or officer of the Sulliden Subsidiary that cannot be terminated with payment of no more than one times such individual's monthly salary, recognising that a court of competent jurisdiction in an action for wrongful dismissal or otherwise has the authority to award damages in an amount greater than one times an individual's monthly salary;
 - (ii) there are no employees or consultants whose employment or contract with the Sulliden Subsidiary cannot be terminated with delivery of less than one months' notice;
 - (iii) the Sulliden Subsidiary is not: (a) to the best of Sulliden's knowledge, subject to any application for certification or threatened or apparent union organizing campaigns for employees not covered under a collective

- bargaining agreement, or (b) subject to any current, or to the best of Sulliden's knowledge, pending or threatened strike or lockout;
- (iv) there are no severance payments or termination payments that Sulliden Subsidiary is obligated to pay, including without limitation, to any consultants, directors, officers, employees or agents;
 - (v) the Sulliden Subsidiary is not subject to any claim for wrongful dismissal, constructive dismissal or any tort claim, actual or, to the best of Sulliden's knowledge, pending or threatened, or any litigation, actual or, to the best of Sulliden's knowledge, pending or threatened, relating to employment or termination of employment of employees or independent contractors; and
 - (vi) the Sulliden Subsidiary has operated in all material respects in accordance with all applicable Law with respect to employment and labour, including, but not limited to, employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations and there are no current, or, to the best of Sulliden's knowledge, pending or threatened, material proceedings before any board or tribunal with respect to any of the above.
- (z) Litigation: There is no suit, action, litigation, investigation, claim, complaint or proceeding before any governmental authority in progress or pending or, to the best of Sulliden's knowledge, threatened against or relating to it, the Sulliden Subsidiary or their respective assets that, if determined adversely to Sulliden or the Sulliden Subsidiary, would prevent it from fulfilling all of its obligations set out in this Agreement or arising from this Agreement or which would be expected to have a materially adverse effect upon Sulliden, the Sulliden Subsidiary, their respective financial condition, results of operations or business prospects, and, to the best of Sulliden's knowledge, there are no existing grounds on which any such action, suit, litigation or proceeding might be commenced with any likelihood of success.
- (aa) Due Diligence: All information provided to Pitchblack in relation to Pitchblack's due diligence of the Sulliden Subsidiary, including the Troilus Project, is, to the best of Sulliden's knowledge, true and correct in all material respects and does not contain any material omissions as at the respective date as stated therein and has not been amended except as provided to Pitchblack.
- (bb) Anti-Corruption. Neither Sulliden nor the Sulliden Subsidiary, nor any of their respective directors, officers, agents, employees or any other Person acting on its behalf has, in connection with the operation of its respective business, used any corporate or other funds for unlawful contributions, payments, gifts or entertainment, or made any unlawful expenditures relating to political activity to government officials, candidates or members of political parties or organizations, or established or maintained any unlawful or unrecorded funds in violation in any material respect of the *Corruption of Foreign Public Officials Act (Canada)* or any other similar applicable law.

5.2 **Survival:** The representations and warranties of Sulliden hereunder shall survive the Closing for a period of 24 months, notwithstanding the waiver of any condition by the other parties.

5.3 **Reliance:** Sulliden acknowledges and agrees that the other parties have entered into this Agreement relying on the warranties and representations and other terms and conditions of this Agreement notwithstanding any independent searches or investigations that have been or may be undertaken by or on behalf of the other parties. The other parties acknowledge that they have had the opportunity to conduct due diligence and investigations with respect to the Sulliden Subsidiary and in no event shall Sulliden have any liability to the other parties with respect to a breach of representation, warranty or covenant under this Agreement to the extent that such other party knew of such breach as of the Closing Date.

ARTICLE 6 INTERIM COVENANTS

6.1 From the date of this Agreement until the earlier of (i) the Closing Date, and (ii) the termination of this Agreement in accordance with Article 12, the parties will use their best commercial efforts to complete the Transaction and take the following steps in furtherance thereof within the following time periods:

- (a) Pitchblack shall set the record and meeting dates for a meeting of the shareholders of Pitchblack, which meeting shall occur no later than January 12, 2018;
- (b) Pitchblack shall prepare and mail an information circular, in a form mutually acceptable to the parties acting reasonably, to Pitchblack Shareholders seeking approval of the Transaction, such mailing to occur on or before December 15, 2017;
- (c) Pitchblack shall recommend that its shareholders vote in favour of the Transaction;
- (d) Sulliden Subsidiary shall complete the Private Placement prior to November 30, 2017;
- (e) the parties shall obtain the requisite regulatory conditional approvals, including but not limited to Pitchblack obtaining the conditional approval of the TSXV with respect to the Transaction; and
- (f) closing of the Transaction will occur on or before January 31, 2017.

6.2 **Exclusivity:** From the date of this Agreement until the earlier of (i) the Closing Date, and (ii) the termination of this Agreement pursuant to Article 12, Sulliden and the 251 Shareholders covenant that they will not, directly or indirectly, solicit or entertain offers from, negotiate with, or in any manner encourage, discuss, accept or consider any proposal of any other person relating to the acquisition of 251 Ontario or Sulliden Subsidiary, as applicable or the 251 Option Agreement or the Sulliden Option Agreement in whole or in part, whether through direct purchase, merger, consolidation or other business combination and whether through disposing, optioning or transferring the rights to the 251 Option Agreement or the Sulliden Option Agreement or the securities of 251 Ontario or Sulliden Subsidiary to a third

party, including without limitation any single or multi-step transaction or series of related transactions. The 251 Shareholders and Sulliden will immediately (and in any event within 24 hours) notify Pitchblack in writing regarding any contact between any of the 251 Shareholders, Sulliden or their respective Representatives and any other person regarding any such offer or proposal or any related inquiry and provide Pitchblack with a copy of any such correspondence or related materials.

ARTICLE 7 CLOSING

7.1 **Closing Date and Location:** The transactions contemplated by this Agreement shall be completed in person or by electronic delivery at 5:00 P.M. (Toronto time) on the Closing Date, or at such other time or at such other location as may be mutually agreed upon in writing by the parties.

ARTICLE 8 CONDITIONS

8.1 **Mutual Conditions:** The respective obligations of the parties hereto to consummate the transactions contemplated hereunder are subject to the satisfaction, on or prior to the Closing Date, of the following conditions, any of which may be waived only by the mutual consent of the parties without prejudice to their rights to rely on any other or others of such conditions:

- (a) the receipt of all necessary prior regulatory approvals, specifically TSXV approval with respect to Pitchblack, approvals in accordance with the regulations of the TSXV, if applicable;
- (b) Pitchblack having received the approval of its shareholders; and
- (c) no injunction or restraining order of any court or administrative tribunal of competent jurisdiction shall be in effect prohibiting the transactions contemplated by this Agreement and no action or proceeding shall have been instituted or be pending before any court or administrative tribunal to restrain or prohibit the transactions between the parties contemplated by this Agreement.

8.2 **Pitchblack's Conditions:** The obligations of Pitchblack to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent:

- (a) Initial Deliveries: 251 Ontario will have delivered:
 - (i) concurrent with the execution of this Agreement and as at Closing, certificates of good standing or equivalent for 251 Ontario, duly issued by the authorized government corporate registry in the applicable jurisdiction of incorporation dated no later than two days prior to Closing;
 - (ii) such materials from the minute books of 251 Ontario, such as directors resolutions, shareholder ledgers and shareholder registers and such other

documents as the Pitchblack's counsel may request, acting reasonably, concerning matters such as the status of the 251 Option Agreement and the ownership of the 251 Shares;

- (iii) audited financial statements of 251 Ontario for the most recently completed financial year, and any other interim financial statements of 251 Ontario requested by the TSXV; and
 - (iv) all information and documentation as may be reasonably required by Pitchblack and all applicable regulatory bodies (including but not limited to the TSXV and applicable provincial security commissions).
- (b) Truth and Accuracy of Representations: The representations and warranties of the 251 Shareholders made under this Agreement shall be true and correct at the Closing Time and with the same effect as if made at and as of the Closing Time;
- (c) Performance of Obligations: The 251 Shareholders shall have performed and complied with all the obligations and covenants contained in this Agreement to be performed and complied with by it, other than those conditions which are waived by Pitchblack;
- (d) Absence of Material Adverse Change: There will have been no material adverse changes, adverse change of material fact or any development that could reasonably result in an adverse material impact on the business, financial results, operations or affairs of 251 Ontario;
- (e) Absence of Change of Conditions: No event shall have occurred or condition or situation shall have arisen or legislation (whether by statute, rule, regulation, by-law or otherwise) shall have been introduced that might reasonably be expected to have a materially adverse effect upon 251 Ontario or the financial condition, results of operations or business prospects of 251 Ontario;
- (f) Closing Documentation: Pitchblack shall have received the following closing documentation:
- (i) certificates of good standing (or equivalent) for 251 Ontario duly issued by the Registrar of Companies (Ontario) on the Closing Date dated no later than two days prior to Closing;
 - (ii) a certified copy of a resolution of the directors of 251 Ontario approving the transactions contemplated hereunder and authorizing the execution of this Agreement;
 - (iii) all other necessary consents waivers, and authorizations required approve the Amalgamation as provided for in this Agreement;
 - (iv) all such documents, duly executed, which in the opinion of Pitchblack acting reasonably are necessary to effect and evidence the continuance of

- the beneficial interest in and to the 251 Option Agreement to Amalco free and clear of all Encumbrances;
- (v) executed resignations effective as of the Closing Date of all the directors and officers of 251 Ontario;
 - (vi) executed releases effective as at the Closing Date in favour of Pitchblack and 251 Ontario from the resigning directors and officers of 251 Ontario; and
 - (vii) such other documents as may be required by Pitchblack, acting reasonably;
- (g) Initial Deliveries: Sulliden will have delivered:
- (i) concurrent with the execution of this Agreement and as at Closing, certificates of good standing or equivalent for Sulliden and the Sulliden Subsidiary, duly issued by the authorized government corporate registry in the applicable jurisdiction of incorporation dated no later than two days prior to Closing;
 - (ii) a National Instrument 43-101 compliant technical report in respect of the Troilus Project;
 - (iii) audited financial statements of the Sulliden Subsidiary for the most recently completed financial year, and any other interim financial statements of the Sulliden Subsidiary requested by the TSXV;
 - (iv) all information and documentation as may be reasonably required by Pitchblack and all applicable regulatory bodies (including but not limited to the TSX, TSXV and applicable provincial security commissions).
- (h) Truth and Accuracy of Representations: The representations and warranties of Sulliden made under this Agreement shall be true and correct at the Closing and with the same effect as if made at and as of the Closing;
- (i) Performance of Obligations: Sulliden shall have performed and complied with all the obligations and covenants contained in this Agreement to be performed and complied with by it, other than those conditions which are waived by Pitchblack;
- (j) Absence of Material Adverse Change: There will have been no material adverse changes, adverse change of material fact or any development that could reasonably result in an adverse material impact on the business, financial results, operations or affairs of Sulliden Subsidiary;
- (k) Absence of Change of Conditions: No event shall have occurred or condition or situation shall have arisen or legislation (whether by statute, rule, regulation, by-law or otherwise) shall have been introduced that might reasonably be expected to have a materially adverse effect upon Sulliden Subsidiary or the financial condition, results of operations or business prospects of Sulliden Subsidiary;

- (l) Absence of Additional Liabilities: Sulliden Subsidiary will not have incurred any liabilities other than those which are:
- (i) described in Schedule “B”;
 - (ii) reasonably incurred in the ordinary course of business; or
 - (iii) incurred with the consent of Pitchblack.
- (m) Closing Documentation: Pitchblack shall have received from Sulliden the following closing documentation:
- (i) waiver of the intercompany debt set out in Schedule “B” hereto;
 - (ii) a qualified corporate opinion of Sulliden’s solicitors or other documentation, satisfactory to Pitchblack, acting reasonably, confirming, among other things, the status of Sulliden’s title and ownership of the shares of the Sulliden Subsidiary; (the “**Corporate Opinion**”);
 - (iii) certificates of good standing (or equivalent) for each of Sulliden and the Sulliden Subsidiary;
 - (iv) a certified copy of a resolution of the directors of Sulliden approving the transactions contemplated hereunder and authorizing the execution of this Agreement and the transactions contemplated herein;
 - (v) a certified resolution of Sulliden, as sole shareholder of the Sulliden Subsidiary, authorizing the Amalgamation;
 - (vi) confirmation that the commercial and general insurance of Sulliden and/or the Sulliden Subsidiary will be transferred or otherwise continue in place to cover the Sulliden Subsidiary and its activities following Closing at the sole cost of Sulliden Subsidiary or Pitchblack;
 - (vii) all other necessary consents, waivers and authorizations required to enable the approval of the Amalgamation as provided for in this Agreement;
 - (viii) all such documents, duly executed, which in the opinion of Pitchblack acting reasonably are necessary to effect and evidence the continuance of all beneficial interest in and to the Sulliden Option Agreement to Amalco free and clear of all Encumbrances other than the 251 Option;
 - (ix) executed resignations effective as of the Closing Date of all the directors and officers of the Sulliden Subsidiary;
 - (x) executed releases effective as at the Closing Date in favour of Pitchblack and the Sulliden Subsidiary from the resigning directors and officers of Sulliden Subsidiary; and
 - (xi) such other documents as may be required by Pitchblack, acting reasonably.

8.3 **Waiver/Survival:** The conditions set forth in Section 8.2 are for the exclusive benefit of Pitchblack and may be waived by Pitchblack in writing in whole or in part on or before the Closing Date. Notwithstanding any such waiver, the completion of the Amalgamation contemplated by this Agreement by Pitchblack shall not prejudice or affect in any way the rights of Pitchblack in respect of the representations and warranties of the 251 Shareholders or Sulliden in this Agreement.

8.4 **251 Shareholders and Sulliden's Conditions:** The obligations of Sulliden and the 251 Shareholders to complete the transactions contemplated hereunder shall be subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent:

- (a) Truth and Accuracy of Pitchblack Representations at Closing: The representations and warranties of Pitchblack made hereunder shall be true and correct at Closing and with the same effect as if made at and as of Closing;
- (b) Performance of Obligations: Pitchblack shall have performed and complied with all the obligations and covenants contained in this Agreement to be performed and complied with by it;
- (c) Absence of Material Adverse Change: There will have been no material adverse changes, adverse change of material fact or any development that could reasonably result in an adverse material impact on the business, financial results, operations or affairs of Pitchblack;
- (d) Closing Documentation: The 251 Shareholders and Sulliden shall have received from Pitchblack the following closing documentation:
 - (i) a certificate of good standing for Pitchblack and Pitchblack Subco duly issued by the Registrar of Companies (Ontario) on the Closing Date dated no later than two days prior to Closing;
 - (ii) certificates or other satisfactory evidence of electronic deposit of the Amalgamation Shares registered in the name of the 251 Shareholders and Sulliden as outlined in Schedule "A" hereto;
 - (iii) evidence in form and substance satisfactory to the 251 Shareholders and Sulliden, acting reasonably, that Pitchblack has acknowledged and has signed a joinder to the Royalty;
 - (iv) a certified copy of a resolution of the directors of Pitchblack approving the transactions contemplated hereunder and authorizing the execution of this Agreement;
 - (v) a certified copy of the resolutions of the shareholders of Pitchblack approving the Transaction; and
 - (vi) such other documents as may be required by the 251 Shareholders or Sulliden, acting reasonably.

8.5 **Waiver/Survival:** The conditions set forth in Section 8.4 are for the exclusive benefit of the 251 Shareholders and Sulliden and may be waived by it in writing in whole or in part on or before the Closing Date. Notwithstanding any such waiver, completion of the Amalgamation contemplated by this Agreement by the 251 Shareholders and Sulliden shall not prejudice or affect in any way the rights of the 251 Shareholders and Sulliden in respect of the warranties and representations of Pitchblack set forth in this Agreement.

ARTICLE 9 CONDUCT OF BUSINESS PRIOR TO CLOSING

9.1 **251 Conduct:** During the period from the date hereof until Closing, the 251 Shareholders shall cause 251 Ontario not to: (i) make any modification to its ordinary course business practices or take any action in respect of, nor make or negotiate to make any commitment which could reasonably be expected to have a material adverse change on 251 Ontario, without the prior written consent of Pitchblack; (ii) amend or propose to amend its articles or by-laws or other constating documents; or, split, consolidate or reclassify, or propose to split, consolidate or reclassify, any of its share capital or undertake or propose to undertake any other capital reorganization or change in its share capital, any other of its securities or its share capital, without the prior written consent of Pitchblack; or (iii) take any other action that would interfere with, or be inconsistent with, the transactions contemplated in this Agreement, or that reasonably may be expected to render any representation or warranty made by the 251 Shareholders in Article 3 untrue in any material respect.

9.2 **Sulliden Conduct:** Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, Sulliden shall and/or shall cause the Sulliden Subsidiary, as applicable, to do the following:

- (a) Conduct Business in Ordinary and Usual Course: Conduct the Sulliden Subsidiary business in the ordinary and usual course thereof and not, without the prior written consent of Pitchblack, enter into any transaction which would constitute a breach of any of their respective representations, warranties or agreements contained herein. Without limiting the generality of the foregoing:
 - (i) Sulliden will cause the Sulliden Subsidiary to not, without Pitchblack's prior consent, acting reasonably, dispose, option, encumber or transfer rights to any assets with a value exceeding US\$15,000 or an aggregate of US\$40,000;
 - (ii) Sulliden will cause the Sulliden Subsidiary to not, without Pitchblack's prior consent, acting reasonably, terminate, amend, vary or entering into any Material Agreements other than with respect to the Private Placement;
 - (iii) Sulliden will cause the Sulliden Subsidiary to not, without Pitchblack's prior consent, grant any bonuses, benefits or other forms of direct or indirect compensation or approve any change of control or other termination benefits to any employee, officer, director or consultant of Sulliden Subsidiary;

- (iv) Sulliden will cause the Sulliden Subsidiary to not, without Pitchblack's prior consent, issue any equity securities, from treasury or otherwise, or options, warrants, rights or convertible securities other than with respect to the Private Placement;
 - (v) Sulliden will cause the Sulliden Subsidiary to not, without Pitchblack's prior consent, pay any dividends, redeem any securities, or otherwise cause assets to be distributed;
 - (vi) Sulliden will cause the Sulliden Subsidiary to not, without Pitchblack's prior consent, acting reasonably, terminate any employees that Pitchblack has indicated that it desires to retain subsequent to the closing of the Transaction; and
 - (vii) Sulliden will cause the Sulliden Subsidiary to not, without Pitchblack's prior consent, borrow any funds, under existing credit lines or otherwise, except as specifically contemplated in this Agreement;
- (b) Perform Obligations: Sulliden will cause the Sulliden Subsidiary to comply, in all material respects, with all laws affecting the operation of their respective business and pay all required taxes;
 - (c) Pay Liabilities: Sulliden will cause the Sulliden Subsidiary to pay and discharge all of their respective liabilities or obligations in the ordinary and usual course of business consistent with past business practice, except for such liabilities or obligations as may be contested by each of them in good faith;
 - (d) No Breach: Not take any action or omit to take any action which would, or would reasonably be expected to, result in a breach of or render untrue any of Sulliden's representations, warranties, covenants, or other obligations contained herein;
 - (e) Preserve Business: Preserve intact the Sulliden Subsidiary's business and the Assets (including the Troilus Project), and promote and preserve for Pitchblack the goodwill of consultants, suppliers, and others having business relations with the Sulliden Subsidiary and the Assets (including the Troilus Project); and
 - (f) Discharge of Intercompany Debts: Cause all the intercompany debts and advances owing by the Sulliden Subsidiary to Sulliden to be contributed to the Sulliden Subsidiary as a contribution of capital and otherwise extinguish other existing liabilities owed by Sulliden Subsidiary to Sulliden.

9.3 **Pitchblack Conduct:** Except as otherwise contemplated or permitted by this Agreement, during the period from the date of this Agreement to the Closing Time, Pitchblack shall do the following:

- (a) Conduct Business in Ordinary and Usual Course: Conduct the Pitchblack business in the ordinary and usual course thereof and not, without the prior written consent of Sulliden, enter into any transaction which would constitute a breach of any of

their respective representations, warranties or agreements contained herein.
Without limiting the generality of the foregoing:

- (i) Pitchblack will not, without Sulliden's prior consent, acting reasonably, dispose, option, encumber or transfer rights to any assets with a value exceeding US\$25,000 or an aggregate of US\$50,000;
- (ii) Pitchblack will not, without Sulliden's prior consent, acting reasonably, terminate, amend, vary or enter into any material agreements of which it is a party;
- (iii) Pitchblack will not, without Sulliden's prior consent, grant any bonuses, benefits or other forms of direct or indirect compensation or approve any change of control or other termination benefits to any employee, officer, director or consultant of Pitchblack;
- (iv) Pitchblack will not, without Sulliden's prior consent, other than the private placement financing related to the Transaction, issue any equity securities, from treasury or otherwise, or options, warrants, rights or convertible securities;
- (v) Pitchblack will not, without Sulliden's prior consent, pay any dividends, redeem any securities, or otherwise cause assets to be distributed; and
- (vi) Pitchblack will not, without Sulliden's prior consent, borrow any funds, under existing credit lines or otherwise, except as specifically contemplated in this Agreement.

Please find enclosed the aforementioned certificates. Kindly acknowledge receipt of said certificates by signing below and returning this page to me via email at mko@resources.ca

9.4 Post-Closing Period: Promptly after the Closing, Pitchblack shall make, or cause to be made, all filings, and shall pay all fees, required to be given or made to the TSXV in order to obtain final approval of the TSXV for the transactions contemplated by this Agreement, including the issuance and listing of the Amalgamation Shares to be issued and delivered to the 251 Shareholders and Sulliden pursuant to Section 2.2. Pitchblack's shall promptly advise the 251 Shareholders and Sulliden if final approval of the TSXV is not granted for any reason whatsoever.

ARTICLE 10 INDEMNITIES

10.1 Indemnification by the 251 Shareholders: Each of the 251 Shareholders agrees to:

- (a) on a several basis, and not on a joint and several basis, indemnify and hold harmless Pitchblack and Sulliden, together with each officer and director of Pitchblack or Sulliden, from and against any Loss suffered or incurred by Pitchblack or Sulliden arising directly by reason of (i) any incorrectness in or breach of any representation or warranty of such 251 Shareholder concerning the 251 Shares, or (ii) any breach or non-performance by such 251 Shareholder of any covenant to be performed by

Desert Lion Energy Corp.
65 Queen Street West
Suite 815
Toronto, Ontario

161 Bay Street
28th Floor
Toronto, Ontario
M5J 2S1

it concerning the 251 Shares, in either case, contained herein or any other agreement or instrument delivered by it as contemplated hereunder; and

- (b) on a joint and several basis, indemnify and hold harmless Pitchblack and Sulliden, together with each officer and director of Pitchblack and Sulliden, from and against any Loss suffered or incurred by Pitchblack or Sulliden arising directly by reason of (i) any incorrectness in or breach of any representation or warranty of the 251 Shareholders concerning 251 Ontario, or (ii) any breach or non-performance by such 251 Shareholder of any covenant to be performed by it concerning 251 Ontario, in either case, contained herein or any other agreement or instrument delivered by it as contemplated hereunder.

10.2 **Indemnification by Sulliden:** From and after Closing, Sulliden covenants and agrees to indemnify and hold harmless Pitchblack and the 251 Shareholders against any and all Losses (including reasonable legal fees on a solicitor and own client basis) suffered or incurred by Pitchblack, directly by reason of or arising out of:

- (a) any incorrectness in or breach of any warranties or representations on the part of Sulliden; or
- (b) a breach or non-performance of any agreement, term or covenant on the part of Sulliden made or to be observed or performed under this Agreement or any other agreement or instrument delivered by it as contemplated hereunder.

10.3 **General Indemnification by Pitchblack:** Pitchblack agrees to indemnify and hold harmless the 251 Shareholders and Sulliden from and against any Loss suffered or incurred by the 251 Shareholders or Sulliden in connection with (i) any incorrectness in or breach of any representation or warranty of Pitchblack, or (ii) any breach or non-performance by Pitchblack of any covenant to be performed by it, in either case, contained herein or any other agreement or instrument delivered by it as contemplated hereunder.

10.4 **Sulliden Working Capital Guarantee:** In addition to the indemnity set out in Section 10.2, Sulliden hereby covenants and agrees to fund any reasonable working capital needs of Pitchblack and/or Sulliden Subsidiary up to a maximum of \$3,000,000 during the eighteen months following the Closing Date to the extent that such working capital needs directly relate to (i) payments made by Sulliden Subsidiary or expenses incurred by Sulliden Subsidiary, in either case directly in connection with the Sulliden Option Agreement; (ii) fees, salaries, other perquisites (excluding bonus or incentive payments), expenses or amounts paid by Sulliden Subsidiary or Pitchblack to or for the account of any persons, employees or consultants assumed by Sulliden Subsidiary or Pitchblack from Sulliden in connection with the transactions contemplated herein; and (iii) reasonable working capital and general and administrative needs of Pitchblack (including, but not limited to, stock exchange filing fees, audit work and legal fees). Any such funding paid by Sulliden to Pitchblack or Sulliden Subsidiary will be deemed to be additional consideration paid in connection with the Transaction contemplated herein and not as any debt or liability of Pitchblack or Sulliden Subsidiary, as the case may be. The covenant contained in this section 10.4 shall fall away upon the earlier of: (i) 18 months following the closing date; and (ii) immediately upon Pitchblack raising a minimum of \$5 million in equity or debt financing.

ARTICLE 11 CONFIDENTIALITY

11.1 **No Disclosure:** No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by either party or any of its representatives without the prior approval of the other party as to timing, content and method, provided that the provisions of this paragraph will not prevent any party from making, after consultation with the other party, such disclosure as its counsel advises is required by applicable law or the rules and policies of the TSXV.

11.2 **Hold Information in Confidence:** Unless and until the transactions contemplated in this Agreement have been completed, or until the termination of this Agreement, except with the prior written consent of the other party, each of the parties and their respective representatives will hold all information received from the other party in the strictest confidence, except such information and documents as are available to the public or as are required to be disclosed by applicable law or regulation.

ARTICLE 12 TERMINATION

12.1 **Termination:** Notwithstanding any other provision in this Agreement, this Agreement may be terminated at any time prior to the Closing Date as follows:

- (a) by mutual written agreement by the parties;
- (b) By the 251 Shareholders or Sulliden if:
 - (i) the shareholders of Pitchblack have not approved the Transaction on or before January 12, 2018;
 - (ii) Pitchblack has not received the requisite TSXV approvals with respect to the Transaction on or before January 12, 2018;
 - (iii) Pitchblack materially breaches any of its representations or warranties or fails to comply with any covenants contained herein, and such default is not remedied within five Business Days of written notice provided to Pitchblack of such default; or
 - (iv) any of the conditions precedent contained herein for the benefit of the 251 Shareholders or Sulliden, as the case may be, have not been complied with, or waived by the 251 Shareholders, or Sulliden, as applicable by December 31, 2017.
- (c) by Pitchblack if:
 - (i) the Sulliden, Sulliden Subsidiary, 251 Ontario or the 251 Shareholders materially breach any of its representations or warranties or fails to comply with any covenants contained herein, and such default is not remedied

within five Business Days of written notice provided to each of the other parties, as applicable, of such default; or

- (ii) any of the conditions precedent contained herein for the benefit of Pitchblack have not been complied with, or waived by Pitchblack, by December 31, 2017.

Any party desiring to terminate this Agreement pursuant to this Section 12.1 shall give written notice of such termination to the other party.

This Agreement shall terminate automatically in the event that the Transaction has not been completed by January 31, 2017, unless such date has been extended by mutual agreement of the parties in writing (the "**Outside Date**").

12.2 **Post-Termination Obligations:** Upon the termination of this Agreement, the parties shall be released from their obligations hereunder other than as expressly contemplated hereby, excepting those under Article 11, and Section 13.1, provided that nothing herein shall relieve a party from liability arising prior to such termination.

12.3 **Termination of Share Purchase Agreement:** Each of the parties hereto hereby acknowledges and agrees that this Agreement supersedes and replaces the share purchase agreements dated September 8, 2017 between Pitchblack and the 251 Shareholders concerning the purchase and sale of 251 Ontario and Pitchblack and Sulliden concerning the purchase and sale of Sulliden Subsidiary.

ARTICLE 13 DISPUTE RESOLUTION

13.1 **Disputes:** Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof and any claim or request that may be made under any of the provisions of the *Business Corporations Act* (Ontario) shall be determined by arbitration in Toronto before one arbitrator. The parties agree that the arbitrator has the jurisdiction to make any interim or final awards that may be made by a judge of the Ontario Superior Court of Justice. The arbitration shall be conducted in Toronto in accordance with the *Arbitration Act, 1991* (Ontario). The arbitrator's decision will be final and binding on the parties, enforceable in any court of competent jurisdiction, and will not be subject to appeal, except in the circumstances in which a party to an arbitration could appeal to a court under the *Arbitration Act, 1991* (Ontario).

ARTICLE 14 GENERAL

14.1 **Expenses:** All costs and expenses incurred in connection with the preparation of this Agreement and the transactions contemplated by this Agreement shall be paid by the party incurring such expenses.

14.2 **Time:** Time shall be of the essence hereof.

14.3 **Notices:** Any notice or other writing required or permitted to be given hereunder or for the purposes hereof shall be sufficiently given if delivered, telecopied or electronically transmitted to the party to whom it is given or, if mailed, by prepaid registered mail addressed to such party as set out on the first page of this Agreement, or at such other address as the party to whom such writing is to be given shall have last notified to the party giving the same in the manner provided in this clause. Any notice mailed shall be deemed to have been given and received on the fifth Business Day next following the date of its mailing unless at the time of mailing or within five Business Days thereafter there occurs a postal interruption which could have the effect of delaying the mail in the ordinary and usual course, in which case any notice shall only be effectively given if actually delivered or sent by telecopy or electronic transmittal. Any notice delivered, telecopied or electronically transmitted to the party to whom it is addressed shall be deemed to have been given and received on the Business Day next following the day it was delivered, telecopied or electronically transmitted.

14.4 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and save and except for matters that are subject to binding decision by an expert as contemplated under Article 13 herein the parties submit and attorn to the non-exclusive jurisdiction of the courts of the Province of Ontario.

14.5 **Assignment:** The rights of the parties hereunder may not be assigned by any party without the prior written consent of the other party.

14.6 **Severability:** If a court or other tribunal of competent jurisdiction determines that any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions shall not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

14.7 **Further Assurances:** The parties shall with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the transactions contemplated hereunder, and each party shall provide such further documents or instruments required by the other party as may be reasonably necessary or desirable to give effect to the purpose of this Agreement and carry out its provisions whether before or after the Closing Date.

14.8 **Enurement:** This Agreement and each of the terms and provisions hereof shall enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.

14.9 **Amendments and Waiver:** No modification of or amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all of the parties and no waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

14.10 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements and understandings, oral or written, by and between any of the parties with respect to the subject matter hereof.

14.11 **Counterparts:** This Agreement may be executed in as many counterparts as may be necessary or by facsimile or electronic transmission and each such counterpart agreement or facsimile so executed shall be deemed to be an original and such counterparts and facsimile copies or copies of electronic transmissions together shall constitute one and the same instrument.

[signature pages follow]

IN WITNESS WHEREOF the parties have duly executed this Agreement as of the day and year first above written.

PITCHBLACK RESOURCES LTD.

Per: (signed) "G. Scott Moore"
Authorized Signatory
Name: G. Scott Moore
Title: President and Chief Executive Officer

2603210 ONTARIO INC.

Per: (signed) "G. Scott Moore"
Authorized Signatory
Name: G. Scott Moore
Title: President and Chief Executive Officer

SULLIDEN MINING CAPITAL INC.

Per: (signed) "C. Justin Reid"
Authorized Signatory
Name: C. Justin Reid
Title: Chief Executive Officer

2507868 ONTARIO INC.

Per: (signed) "C. Justin Reid"
Authorized Signatory
Name: C. Justin Reid
Title: Chief Executive Officer

2513924 ONTARIO LTD.

Per: (signed) "Peter McCague"
Authorized Signatory
Name: Peter McCague
Title: President

2227929 ONTARIO INC.

Per: (signed) "Fred Leigh"
Authorized Signatory
Name: Fred Leigh
Title: President

NEWDENE GOLD INC.

Per: (signed) "Kam Gill"
Authorized Signatory
Name: Kam Gill
Title: President

2489243 ONTARIO LTD.

Per: (signed) "Peter McCague"
Authorized Signatory
Name: Peter McCague
Title: President

**SCHEDULE A
TO THE AMALGAMATION AGREEMENT DATED OCTOBER 31, 2017**

List of Parties Receiving Amalgamation Shares

NAME OF PARTY	NUMBER OF 251 ONTARIO SHARES HELD	PROPORTIONATE SHARE OF AMALGAMTION SHARES
2227929 Ontario Inc.	5,000,000	5,000,000
Newdene Gold Inc.	2,500,000	2,500,000
2489243 Ontario Ltd.	2,500,000	2,500,000

**SCHEDULE B
TO THE AMALGAMATION AGREEMENT DATED OCTOBER 31, 2017**

Liabilities of 251 Ontario

None.

Liabilities of Sulliden Subsidiary

Intercompany debt of \$861,689 owed by Sulliden Subsidiary to Sulliden.

**SCHEDULE C
TO THE AMALGAMATION AGREEMENT DATED OCTOBER 31, 2017**

Material Contracts

Pitchblack

1. Consulting agreement dated January 1, 2016 between Pitchblack and [NAME REDACTED].
2. Consulting agreement dated January 1, 2016 between Pitchblack and [NAME REDACTED].
3. Consulting agreement dated June 1, 2007, as amended on April 1, 2013, between Pitchblack and [NAME REDACTED].
4. Independent contractor agreement dated April 1, 2004, as amended on September 1, 2011, between Pitchblack and Forbes & Manhattan, Inc.
5. Shared costs services agreement dated October 2017 between Pitchblack and 2227929 Ontario Inc.

2513924 Ontario Inc.

1. Option and joint venture agreement dated May 2, 2016 between Sulliden, Sulliden Subsidiary and 2513924 Ontario Inc.
2. Assignment agreement dated June 15, 2016 between 2513924 Ontario Inc. and 2489243 Ontario Ltd.

Sulliden Subsidiary

1. Troilus option agreement dated May 2, 2016 between First Quantum Minerals Ltd., Sulliden Subsidiary and Sulliden, as amended on June 1, 2017.
2. Option and joint venture agreement dated May 2, 2016 between Sulliden Subsidiary and 2513924 Ontario Inc.

**SCHEDULE D
TO THE AMALGAMATION AGREEMENT DATED OCTOBER 31, 2017**

Articles of Amalgamation

5. Method of amalgamation, check A or B
 Méthode choisie pour la fusion – Cocher A ou B :

A - **Amalgamation Agreement / Convention de fusion :**

The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

B - **Amalgamation of a holding corporation and one or more of its subsidiaries or amalgamation of subsidiaries / Fusion d'une société mère avec une ou plusieurs de ses filiales ou fusion de filiales :**

The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

The articles of amalgamation in substance contain the provisions of the articles of incorporation of
 Les statuts de fusion reprennent essentiellement les dispositions des statuts constitutifs de

and are more particularly set out in these articles.
 et sont énoncés textuellement aux présents statuts.

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
2603210 Ontario Inc.	2603210	2017	10	31
2507868 Ontario Inc.	2507868	2017	10	31
2513924 Ontario Ltd.	2513924	2017	10	31

6. Restrictions, if any, on business the corporation may carry on or on powers the corporation may exercise.
Limites, s'il y a lieu, imposées aux activités commerciales ou aux pouvoirs de la société.

None.

7. The classes and any maximum number of shares that the corporation is authorized to issue:
Catégories et nombre maximal, s'il y a lieu, d'actions que la société est autorisée à émettre :

An unlimited number of one class of shares to be designated as Common Shares.

8. Rights, privileges, restrictions and conditions (if any) attaching to each class of shares and directors authority with respect to any class of shares which may be issued in series:

Droits, privilèges, restrictions et conditions, s'il y a lieu, rattachés à chaque catégorie d'actions et pouvoirs des administrateurs relatifs à chaque catégorie d'actions qui peut être émise en série :

These Articles of Incorporation do not attach any additional rights, privileges, restrictions or conditions to the common shares or to directors' authority with respect to any class of shares which may be issued in series.

9. The issue, transfer or ownership of shares is/is not restricted and the restrictions (if any) are as follows:
L'émission, le transfert ou la propriété d'actions est/n'est pas restreint. Les restrictions, s'il y a lieu, sont les suivantes :

No shares may be transferred without either:

(a) the approval of the directors of the Corporation expressed by a resolution passed by the board of directors of the Corporation at a meeting of the directors or by an instrument or instruments in writing signed by a majority of the directors; or

(b) the approval of the holders of a majority of the voting shares of the Corporation for the time being outstanding expressed by a resolution passed at a meeting of shareholders or by an instrument or instruments in writing signed by the holders of a majority of such shares.

10. Other provisions, (if any):
Autres dispositions, s'il y a lieu :

The number of shareholders of the Corporation exclusive of persons who are in its employment and exclusive of persons who, having been formerly in the employment of the Corporation were, while in that employment, shareholders of the Corporation, is limited to not more than fifty (50), provided that:

(a) two or more persons who are the joint registered holders of one or more securities of the Corporation are counted as one beneficial owner of those securities; and

(b) a corporation, partnership, trust or other entity is counted as one beneficial owner of securities of the Corporation unless the entity has been created or is being used primarily for the purpose of acquiring or holding securities of the Corporation, in which event each beneficial owner of an equity interest in the entity or each beneficiary of the entity, as the case may be, is counted as a separate beneficial owner of those securities of the Corporation.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

These articles are signed in duplicate.
Les présents statuts sont signés en double exemplaire.

Name and **original signature** of a director or authorized signing officer of each of the amalgamating corporations. Include the name of each corporation, the signatories name and description of office (e.g. president, secretary). **Only a director or authorized signing officer can sign on behalf of the corporation.** / Nom et **signature originale** d'un administrateur ou d'un signataire autorisé de chaque société qui fusionne. Indiquer la dénomination sociale de chaque société, le nom du signataire et sa fonction (p. ex. : président, secrétaire). **Seul un administrateur ou un dirigeant habilité peut signer au nom de la société.**

2603210 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	G. Scott Moore Print name of signatory / Nom du signataire en lettres moulées	President and CEO Description of Office / Fonction
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2507868 ONTARIO INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	C. Justin Reid Print name of signatory / Nom du signataire en lettres moulées	CEO Description of Office / Fonction
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2513924 ONTARIO LTD.

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Peter McCague Print name of signatory / Nom du signataire en lettres moulées	President Description of Office / Fonction
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Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction
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Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature	Print name of signatory / Nom du signataire en lettres moulées	Description of Office / Fonction
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