

**SOLEIL CAPITAL CORP.
AND
GOLDPLAY EXPLORATION LTD.**

AMALGAMATION AGREEMENT

NOVEMBER 17, 2017

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT is made and effective as of November 17, 2017.

BETWEEN:

SOLEIL CAPITAL CORP., a body corporate, existing under the laws of the Province of British Columbia ("**Soleil**");

AND

GOLDPLAY EXPLORATION LTD., a body corporate, existing under the laws of the Province of British Columbia ("**Goldplay**");

RECITALS:

1. Soleil is a CPC (as defined herein) trading on the TSXV (as defined herein).
2. Goldplay is a private mineral exploration company.
3. Soleil and Goldplay propose a business combination whereby Soleil and Goldplay will amalgamate under the BCBCA (as defined herein) on the terms described in this Agreement and continue as one corporation.
4. The Amalgamation (as defined herein) is intended to be the Qualifying Transaction (as defined herein) for Soleil.

NOW THEREFORE IN CONSIDERATION of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

ARTICLE 1 DEFINITIONS

Section 1.1 *Defined Terms.*

In this Agreement, unless the context otherwise requires:

- (a) "**Agreement**" means this agreement, including the recitals and all Schedules to this agreement, as amended or supplemented from time to time, and "**hereby**", "**hereof**", "**herein**", "**hereunder**", "**herewith**" and similar terms refer to this Agreement and not to any particular provision of this Agreement;
- (b) "**Amalco**" means the continuing amalgamated corporation following the Effective Time created by the Amalgamation;
- (c) "**Amalco Shares**" means common shares in the capital of Amalco;
- (d) "**Amalgamation**" means the amalgamation of Soleil and Goldplay under the provisions of Section 269 of the BCBCA contemplated by this Agreement;

- (e) **"Amalgamation Application"** means the amalgamation application to be filed by Goldplay and Soleil with the Registrar in accordance with Section 275(1)(a) of the BCBCA, substantially in the form attached to this Agreement as Schedule A;
- (f) **"Applicable Laws"** means applicable corporate and securities laws, regulations and rules, all policies thereunder and the rules and policies of the TSXV;
- (g) **"Articles of Amalco"** means the articles of Amalco, substantially in the form attached to this Agreement as Schedule "B";
- (h) **"BCBCA"** means the *Business Corporations Act* (British Columbia);
- (i) **"Business"** means all of the business and undertaking of Goldplay and the Goldplay Subsidiary and including, without limitation, the use and operation of the Goldplay Assets;
- (j) **"Business Day"** means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Calgary and the City of Vancouver for the transaction of banking business;
- (k) **"Candidate"** has the meaning ascribed thereto in Section 2.4;
- (l) **"Certificate of Amalgamation"** means the certificate to be issued by the Registrar pursuant to Section 281 of the BCBCA in respect of the Amalgamation;
- (m) **"Closing"** means the completion of the Amalgamation;
- (n) **"Concurrent Financing"** means the private placement financing of a minimum of 1,666,667 Goldplay Shares at a price of \$0.30 per Goldplay Share for aggregate gross proceeds of a minimum of \$500,000;
- (o) **"CPC"** means a capital pool company under the policies of the TSXV;
- (p) **"Depositary"** means TSX Trust Company;
- (q) **"Director Nomination Agreement"** means the agreement to be entered into between Goldplay, the Goldplay Material Shareholders, Soleil and the Soleil Seed Shareholders evidencing the Director Nomination Right;
- (r) **"Director Nomination Right"** has the meaning ascribed thereto in Section 2.4;
- (s) **"Dissent Rights"** means the rights of dissent in respect of the Amalgamation provided pursuant to Section 272 of the BCBCA;
- (t) **"Effective Date"** means the effective date of the Amalgamation, which will be the date of the Certificate of Amalgamation;
- (u) **"Effective Time"** means 12:01 a.m. (Vancouver Time) on the Effective Date;

- (v) **"El Habal Property"** means those certain mining concessions located in the municipality of Rosario, State of Sinaloa, Mexico, as more particularly described under *"El Habal Property"* in Schedule E attached to this Agreement;
- (w) **"Encumbrances"** means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising, any and all:
 - i. mortgages, assignments of rent, liens, encumbrances, adverse claims, charges, executions, title defects, security interests, hypothecs or pledges, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire-purchase agreements, conditional sales contracts, title retention agreements, equipment trusts or financing leases, or any subordination to any right or claim of others in respect thereof;
 - ii. claims, interests or estates against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, easements, rights-of way, servitudes or other similar rights in property granted to or reserved or taken by any Person;
 - iii. an option or other right to acquire, or to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);
 - iv. without limiting the generality of the foregoing, any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); and
 - v. any agreement to create, or right capable of becoming, any of the foregoing;
- (x) **"Environmental Laws"** has the meaning ascribed thereto in Section 4.2(II) hereof;
- (y) **"Golconda Property"** means those certain unpatented mining claims located in Humboldt County, Nevada, USA as more particularly described under *"Golconda Property"* in Schedule E attached to this Agreement;
- (z) **"Goldplay Amalgamation Resolution"** means the special resolution of Goldplay Shareholders, substantially in the form of the resolution set out in Schedule D attached to this Agreement, approving the Amalgamation and this Agreement, to be considered by Goldplay Shareholders at the Goldplay Meeting;
- (aa) **"Goldplay Assets"** means the Goldplay Property Interests and all other real and personal property, tangible and intangible, including all machinery, equipment, plant and infrastructure and all contract rights, permits, licences and authorizations, data, reports and information and all other assets, held by or for the benefit of Goldplay or the Goldplay Subsidiary;
- (bb) **"Goldplay Board"** means the board of directors of Goldplay;

- (cc) **“Goldplay Convertible Securities”** means all options, warrants and any other rights to acquire securities of Goldplay;
- (dd) **“Goldplay Dissenting Shareholder”** means a registered Goldplay Shareholder, who, in connection with the Goldplay Amalgamation Resolution at the Goldplay Meeting, has exercised Dissent Rights with respect to such shareholder’s Goldplay Shares and whose Dissent Rights remain valid immediately before the Effective Time;
- (ee) **“Goldplay Financial Statements”** means the audited annual financial statements of Goldplay as at and for the years ended December 31, 2016 and December 31, 2015, together with the notes thereto and the auditors’ report thereon and the unaudited interim financial statements of Goldplay for the six month period ended June 30, 2017, together with the notes thereto;
- (ff) **“Goldplay Information”** means the information in the form provided by Goldplay for inclusion in the Information Circular describing Goldplay and its business, operations and affairs;
- (gg) **“Goldplay Material Shareholders”** means Blaine Bailey, Darren Bahrey, Laura Diaz, Marcio Fonseca, Gino DeMichele, Alan Friedman, Heye Daun and 2280730 Ontario Inc.;
- (hh) **“Goldplay Meeting”** means the special meeting of Goldplay Shareholders, and any adjournments thereof, to consider and, if determined advisable, approve the Goldplay Amalgamation Resolution;
- (ii) **“Goldplay Properties”** means, collectively, the El Habal Property, the Golconda Property and the Other Mexican Concessions, and any extensions or renewals thereof, and any and all surface, water, access and other non-mineral rights of and to any lands or other rights of any kind held by or for Goldplay or the Goldplay Subsidiary;
- (jj) **“Goldplay Qualified Person”** means Gary Wong, BAsC, P.eng, the author of the Goldplay Technical Report;
- (kk) **“Goldplay Shareholder”** means a holder of Goldplay Shares;
- (ll) **“Goldplay Shares”** means the common shares of Goldplay as constituted on the date hereof;
- (mm) **“Goldplay Subsidiary”** means Goldplay de Mexico S.A de CV;
- (nn) **“Goldplay Superior Proposal”** has the meaning ascribed thereto in Section 6.4 hereof;
- (oo) **“Goldplay Technical Report”** means the NI 43-101 compliant technical report prepared by the Goldplay Qualified Person entitled Technical Report on the El Habal Gold Property, Sinaloa, Mexico, dated October 24, 2017;
- (pp) **“Goldplay Warrants”** means the share purchase warrants exercisable into Goldplay Shares on the terms and conditions stated in each respective Goldplay Warrant Agreement;

- (qq) **“Goldplay Warrant Agreements”** has the meaning ascribed thereto in 2.8 hereof;
- (rr) **“Good Mining Practice”** means, in relation to any decision or undertaking, the exercise of that degree of diligence, skill, care, prudence and oversight which is commonly observed or would be reasonably expected to be observed by skilled and experienced professionals engaged in the same type of undertaking under the same or similar circumstances;
- (ss) **“Governmental Authority”** includes any federal, provincial, municipal or other political subdivision, government department, commission, board, bureau, agency or instrumentality, domestic or foreign;
- (tt) **“IFRS”** means International Financial Reporting Standards as issued by the International Accounting Standards Board;
- (uu) **“Information Circular”** means the joint management information circular and proxy statement of Soleil and Goldplay and all related materials to be sent by Soleil and Goldplay, as the case may be, to the Soleil Shareholders and the Goldplay Shareholders, as the case may be, in connection with the Soleil Meeting and the Goldplay Meeting, respectively, and all amendments and supplements thereto, if any;
- (vv) **“Letter of Intent”** means the letter of intent between the Parties dated September 21, 2017;
- (ww) **“material”** means, where used in relation to Soleil or Goldplay, as the case may be, a fact, transaction or circumstance concerning the business, assets, rights, properties, condition (financial or otherwise), liabilities, capitalization, operations, prospects, or results of operations of Soleil or Goldplay, as the case may be, that: (i) would be reasonably likely to have a significant effect on the value of the Soleil Shares or the Goldplay Shares, as the case may be; or (ii) would prevent or materially delay completion of the Amalgamation in accordance with this Agreement;
- (xx) **“Material Adverse Change”** or **“Material Adverse Effect”** means, with respect to any Person, any matter or action that has a change or effect, respectively, that is, or would reasonably be expected to be, material and adverse to the business, operations, assets, capitalization, financial condition, licenses, permits, concessions, rights, privileges, liabilities or prospects, whether contractual or otherwise, of such Person, other than any matter, action, effect or change relating to or resulting from: (i) a matter that has, prior to the date hereof, been publicly disclosed or disclosed to the other Party; (ii) conditions affecting the mining industry as a whole; (iii) general economic, financial, currency exchange, securities or commodity market conditions in Canada; (iv) any change in the market price of gold; or (v) any matter consented to, or that results from a matter that is consented to, in writing by the other Party hereto;
- (yy) **“material fact”** has the meaning ascribed thereto in the *Securities Act* (British Columbia);

- (zz) **"Misrepresentation"** includes any untrue statement of a material fact, any omission to state a material fact that is required to be stated and any omission to state a material fact that is necessary to be stated in order for a statement not to be misleading;
- (aaa) **"Net Smelter Royalties"** means, collectively, the net smelter royalties described in Schedule E attached to this Agreement;
- (bbb) **"NI 43-101"** means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;
- (ccc) **"Option Amendment Agreement"** means the agreements to be entered into between Soleil and certain holders of Soleil Options, whereby certain holders of Soleil Options agree to amend the terms of such Soleil Options;
- (ddd) **"Other Mexican Concessions"** means those certain mining concessions located in Mexico that are more particularly described under *"Other Mexican Concessions"* in Schedule E attached to this Agreement;
- (eee) **"Parties"** means Soleil and Goldplay, and **"Party"** means any one of them;
- (fff) **"Person"** includes an individual, partnership, association, body corporate, trustee, executor, administrator, legal representative, government, regulatory authority or other entity;
- (ggg) **"Qualifying Transaction"** has the meaning ascribed to that term in TSXV Policy 2.4 – *Capital Pool Companies*;
- (hhh) **"Registrar"** means the Registrar of Companies appointed pursuant to Section 400 of the BCBCA;
- (iii) **"Soleil Agent's Warrants"** means the share purchase warrants granted to Industrial Alliance Securities Inc. in connection with Soleil's initial public offering;
- (jjj) **"Soleil Amalgamation Resolution"** means the special resolution of Soleil Shareholders, substantially in the form of the resolution set out in Schedule C attached to this Agreement, approving the Amalgamation and this Agreement, to be considered by Soleil Shareholders at the Soleil Meeting;
- (kkk) **"Soleil Assets"** means all of the assets and properties in which Soleil holds a right, title or interest as at the date hereof;
- (lll) **"Soleil Board"** means the board of directors of Soleil;
- (mmm) **"Soleil Dissenting Shareholder"** means a registered Soleil Shareholder, who, in connection with the Soleil Amalgamation Resolution at the Soleil Meeting, has exercised Dissent Rights with respect to such shareholder's Soleil Shares and whose Dissent Rights remain valid immediately before the Effective Time;

- (nnn) **"Soleil Escrow Agreement"** means the CPC escrow agreement among Soleil, TSX Trust Company and certain Soleil Shareholders dated as of December 5, 2016;
- (ooo) **"Soleil Financial Statements"** means the audited annual financial statements of Soleil for the period from incorporation on October 19, 2016 to November 30, 2016, together with the notes thereto and the auditors' report thereon, and the unaudited interim financial statements of Soleil as at and for the three and nine month period ended August 31, 2017, together with the notes thereto;
- (ppp) **"Soleil Information"** means the information in the form provided by Soleil for inclusion in the Information Circular describing Soleil and its business, operations and affairs and includes any Soleil Public Documents incorporated by reference in the Information Circular;
- (qqq) **"Soleil Meeting"** means the special meeting of Soleil Shareholders, and any adjournments thereof, to consider and, if determined advisable, approve the Soleil Amalgamation Resolution;
- (rrr) **"Soleil Option Plan"** means the stock option plan of Soleil;
- (sss) **"Soleil Options"** means the share purchase options exercisable into Soleil Shares on the terms and conditions stated in each respective stock option agreement of Soleil;
- (ttt) **"Soleil Public Documents"** means all documents or information filed by or on behalf of Soleil in compliance with or intended compliance with Applicable Laws;
- (uuu) **"Soleil Resigning Parties"** means, collectively, Rob Fong, Michael Labiak, Richard Boadway and Keith Inman;
- (vvv) **"Soleil Seed Shareholders"** means, collectively, the Soleil Resigning Parties and Michael Thomson;
- (www) **"Soleil Shareholder"** means a holder of Soleil Shares;
- (xxx) **"Soleil Shares"** means the Class "A" voting common shares of Soleil as constituted as at the date hereof;
- (yyy) **"Soleil Superior Proposal"** has the meaning ascribed thereto in Section 5.4 hereof;
- (zzz) **"Subsidiary"** means, when used to indicate a relationship with another body corporate,
 - (i) a body corporate which is controlled by: (A) that other; or (B) that other and one or more bodies corporate, each of which is controlled by that other; or (C) two or more bodies corporate each of which is controlled by that other; or
 - (ii) a subsidiary of a body corporate that is the other's subsidiary;
- (aaaa) **"Support Agreements"** means, collectively, the voting support agreements (including any amendments thereto) entered into between (i) the Soleil Seed Shareholders setting

forth the terms and conditions upon which such shareholders have agreed, *inter alia*, to vote any Soleil Shares held by them in favour of the Soleil Amalgamation Resolution at the Soleil Meeting; and (ii) the Goldplay Material Shareholders setting forth the terms and conditions upon which such shareholders have agreed, *inter alia*, to vote any Goldplay Shares held by them in favour of the Goldplay Amalgamation Resolution at the Goldplay Meeting, each substantially in the form attached hereto as Schedule F;

- (bbbb) **"Take-Over Proposal"** means, other than the transactions contemplated by this Agreement, any offer, proposal or inquiry (written or oral) from any Person or group of Persons other than the Parties to this Agreement (or any affiliate of the Parties to this Agreement) after the date of this Agreement relating to (i) any sale or disposition (or any lease or other arrangement having the same economic effect as a sale), direct or indirect (whether in a single transaction or a series of transactions), of assets representing 20% or more of the consolidated assets of a Party, or of 20% or more of the voting or equity securities of a Party, (ii) any take-over bid, exchange offer or other transaction that, if consummated, would result in such Person or group of Persons beneficially owning 20% or more of any class of voting or equity securities of a Party, (iii) any plan of arrangement, merger, amalgamation, consolidation, capital reduction, share exchange, business combination, reorganization, recapitalization, liquidation, receivership, dissolution or winding up involving a Party, (iv) any other similar transaction or series of transactions involving a Party, or (v) any transaction which affects, or could affect, prejudice or jeopardize the completion of the Amalgamation;
- (cccc) **"Tax Act"** means the *Income Tax Act* (Canada), RSC 1985 c1 (5th supp), as amended, including the regulations promulgated thereunder;
- (dddd) **"Taxes"** means, with respect to any Person, all supranational, national, federal, provincial, state, local or other taxes, including income taxes, branch taxes, profits taxes, capital gains taxes, gross receipts taxes, windfall profits taxes, value added taxes, severance taxes, ad valorem taxes, property taxes, capital taxes, net worth taxes, production taxes, sales taxes, use taxes, licence taxes, excise taxes, franchise taxes, environmental taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, employer health taxes, government pension plan premiums and contributions, social security premiums, workers' compensation premiums, employment/unemployment insurance or compensation premiums and contributions, stamp taxes, occupation taxes, premium taxes, alternative or add-on minimum taxes, goods and services taxes, harmonized sales taxes, customs duties or other taxes of any kind whatsoever imposed or charged by any governmental authority and any instalments in respect thereof, together with any tax indemnity obligation, interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties, and whether disputed or not and **"Tax"** means any such Taxes;
- (eeee) **"Tax Returns"** means all returns, reports, declarations, elections, notices, filings, information returns, and statements in respect of Taxes that are required to be filed with any applicable governmental authority, including all amendments, schedules, attachments or supplements thereto and whether in tangible or electronic form;

(ffff) "Termination Date" means February 15, 2018 or such other later date as may be mutually agreed to by the Parties; and

(gggg) "TSXV" means the TSX Venture Exchange.

Section 1.2 *Rules of Interpretation.*

- (a) The division of this Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and will not affect in any way the meaning or interpretation of this Agreement.
- (b) Unless the contrary intention appears, references in this Agreement to an Article, Section, subsection, paragraph, clause, subclause or schedule by number or letter or both refer to the article, section, subsection, paragraph, clause, subclause or schedule, respectively, bearing that designation in this Agreement.
- (c) In this Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa; words importing gender will include all genders.
- (d) In the event that the date on which any action is required to be taken hereunder by any of the Parties is not a Business Day in the place where the action is required to be taken, such action will be required to be taken on the next succeeding day which is a Business Day in such place.
- (e) References in this Agreement to any statute or sections thereof will include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.
- (f) Unless otherwise stated, all references in this Agreement to sums of money are expressed in lawful money of Canada.
- (g) All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally, and the discretionary nature of certain remedies (including specific performance and injunctive relief).
- (h) All references to the date of this Agreement, "the date hereof" or similar expressions or references will mean November 9, 2017 except as is expressly provided herein.
- (i) This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Parties with respect to the subject matter hereof including, without limitation, the Letter of Intent.

Section 1.3 Schedules.

The following Schedules are included and form part of this Agreement:

- Schedule A – Amalgamation Application
- Schedule B - Articles of Amalco
- Schedule C – Soleil Amalgamation Resolution
- Schedule D – Goldplay Amalgamation Resolution
- Schedule E – Goldplay Property Interests
- Schedule F – Voting Support Agreement

**ARTICLE 2
AMALGAMATION OF SOLEIL AND GOLDPLAY**

Section 2.1 General.

Subject to the terms and conditions of this Agreement, each of the Parties hereto agrees to use its reasonable commercial efforts prior to the Effective Date to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary or advisable to complete the transactions contemplated by this Agreement and the Amalgamation.

Section 2.2 Effect of Amalgamation.

On the Effective Date:

- (a) Soleil and Goldplay will be amalgamated under the provisions of the BCBCA and will continue as one corporation under the BCBCA ;
- (b) all of the property, rights and interests of each of Soleil and Goldplay before the Amalgamation will continue to be the property, rights and interests of Amalco;
- (c) Amalco will continue to be liable for the obligations of each of Soleil and Goldplay;
- (d) the Notice of Articles of Amalco in substantially the same form attached hereto as Schedule A will be the initial Notice of Articles of Amalco;
- (e) the Articles attached hereto as Schedule B will be the articles of Amalco until repealed, amended or altered;
- (f) the share certificates evidencing Soleil Shares will cease to represent any claim upon or interest in Soleil, but rather will represent only the right of each holder of such Soleil Shares to receive a certificate representing Amalco Shares in denominations as determined in accordance with the terms of this Agreement and the Amalgamation;
- (g) the share purchase warrant certificates evidencing Soleil Agent's Warrants and the option certificates evidencing the Soleil Options will cease to represent any claim upon or interest in Soleil, but rather will represent only the right of each holder of such Soleil Agent' Warrants and such Soleil Options to receive a certificate representing share purchase warrants of Amalco or a stock option commitment form/agreement

representing stock options of Amalco, as the case may be, all in denominations and as exercise prices as determined in accordance with the terms of this Agreement and the Amalgamation;

- (h) the share certificates evidencing Goldplay Shares will cease to represent any claim upon or interest in Goldplay, but rather will represent only the right of each holder of such Goldplay Shares to receive a certificate representing Amalco Shares in denominations as determined in accordance with the terms of this Agreement and the Amalgamation;
- (i) the share purchase warrant certificates evidencing Goldplay Warrants will cease to represent any claim upon or interest in Goldplay, but rather will represent only the right of each holder of such Goldplay Warrants to receive a certificate representing share purchase warrants of Amalco in denominations and as exercise prices as determined in accordance with the terms of this Agreement and the Amalgamation;
- (j) any existing cause of action, claim or liability to prosecution with respect to either Soleil or Goldplay will be unaffected;
- (k) any civil, criminal or administrative action or legal proceeding being prosecuted or pending by or against either of Soleil or Goldplay may be continued, as the case may be, by or against Amalco; and
- (l) any conviction against, or ruling, order or judgment in favour of or against either of Soleil or Goldplay may be enforced by or against Amalco.

Section 2.3 *Certain Provisions Applicable to Amalco.*

- (a) the name of Amalco will be "Goldplay Exploration Ltd." or such other name as may be determined by the Board of Directors of Amalco and accepted by the Registrar;
- (b) the registered office of Amalco will be the registered office of Goldplay at the Effective Time;
- (c) Amalco will have a fiscal year end of December 31;
- (d) the authorized share capital of Amalco will consist of an unlimited number of common shares without par value;
- (e) there will be no restrictions upon the right to transfer any shares of Amalco;
- (f) there will be no restriction on the business which Amalco may carry on or on the powers it may exercise;
- (g) subject to TSXV approval, the initial directors of Amalco will be as follows:

Name	Address
Darren Bahrey	3A-34 Powell Street, Vancouver, BC V6A 1E7
Michael Thomson	2419 – 32 nd Avenue SW, Calgary, AB T2T 1X4
Alan Friedman	7 Coulson Ave., Toronto, ON M4V 1Y3

Gino DeMichele	211 Church Ranches Way, Calgary, AB T3R 1B2
Laura Diaz	Culiacan 76, Colonia Hipodromo, 06100 Mexico City, Mexico
Marcio Fonseca	305- 1263 Barclay Street, Vancouver, BC V6E 1H5
Heye Daun	14 Gladiolus Ave., Vredehoek 8001 South Africa

Amalco's directors will hold office until the first annual meeting of the shareholders of Amalco following the Amalgamation, or until their successors are duly appointed or elected;

- (h) the management and operation of the business and affairs of Amalco will be under control of the board of directors of Amalco as it is constituted from time to time; and
- (i) the auditor of Amalco will be Davidson & Company LLP, which will hold office until the first annual meeting of the shareholders of Amalco following the Amalgamation, or until its successor is appointed.

Section 2.4 Director Nomination Right.

In the event that Michael Thomson will cease, for any reason, to be a director of Amalco within 12 months following the Effective Date, the Soleil Seed Shareholders will have the right (the "**Director Nomination Right**") to put forward a slate of three (3) individuals as potential replacement directors to fill such vacated position (each a "**Candidate**"). Each Candidate will have prior experience as a director of a public company and will have reasonable knowledge of the mining industry. The remaining directors of Amalco will then appoint one (1) such Candidate, at their sole discretion, to Amalco's board of directors to fill the vacancy left by Michael Thomson's departure. The Goldplay Material Shareholders and the Soleil Seed Shareholders will agree to vote any Amalco Shares then held by them in favour of such Candidate at any annual meeting of shareholders of Amalco held within such 12 month period following the Effective Date.

Section 2.5 Conversion of Share Capital.

Subject to Section 2.11, on the Effective Date, the issued and outstanding Goldplay Shares and Soleil Shares will be exchanged for Amalco Shares as follows:

- (a) each one (1) issued and outstanding Soleil Share (other than issued and outstanding Soleil Shares held by Soleil Dissenting Shareholders) will be exchanged for one (1) issued, fully paid and non-assessable Amalco Shares and the Soleil Shares so exchanged will immediately be cancelled; and
- (b) each one (1) issued and outstanding Goldplay Share (other than issued and outstanding Goldplay Shares held by Goldplay Dissenting Shareholders) will be exchanged for one (1) issued, fully paid and non-assessable Amalco Shares and the Goldplay Shares so exchanged will immediately be cancelled.

Section 2.6 Share Certificates.

On the Effective Date:

- (a) the registers of transfers of Soleil Shares and Goldplay Shares will be closed;

- (b) other than the Goldplay Dissenting Shareholders, the Goldplay Shareholders will cease to be holders of Goldplay Shares and will be deemed to be the registered holders of Amalco Shares to which they are entitled calculated in accordance with the provisions hereof;
- (c) certificates representing Amalco Shares issuable to each Goldplay Shareholder pursuant to the Amalgamation will, as soon as practicable, but no later than five (5) Business Days following the later of the Effective Date and the date of deposit with the Depository of a duly completed letter of transmittal and the certificates representing those Goldplay Shares, be:
 - (i) forwarded by the Depository to that holder, at the address specified in the letter of transmittal, by first class mail (postage prepaid); or
 - (ii) made available at the Depository for pick-up by the holder, if requested by the holder in the letter of transmittal;
- (d) other than the Soleil Dissenting Shareholders, the Soleil Shareholders will cease to be holders of Soleil Shares and will be deemed to be the registered holders of Amalco Shares to which they are entitled calculated in accordance with the provisions hereof;
- (e) certificates representing Amalco Shares issuable to each Soleil Shareholder pursuant to the Amalgamation will, as soon as practicable, but no later than five (5) Business Days following the later of the Effective Date and the date of deposit with the Depository of a duly completed letter of transmittal and the certificates, if applicable, representing those Soleil Shares, be:
 - (i) forwarded by the Depository to that holder, at the address specified in the letter of transmittal, by first class mail (postage prepaid); or
 - (ii) made available at the Depository for pick-up by the holder, if requested by the holder in the letter of transmittal;
- (f) if any certificate which immediately prior to the Effective Date represented one or more outstanding Goldplay Share(s) or Soleil Share(s) has been lost, stolen or destroyed, upon executing an affidavit of that fact, claiming the certificate to be lost, stolen or destroyed, the Depository will issue to the Goldplay Shareholder or Soleil Shareholder in exchange for the lost, stolen or destroyed certificate, a certificate representing the Amalco Shares to which such Goldplay Shareholder or Soleil Shareholder is entitled under Section 2.5. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the Goldplay Shareholder or Soleil Shareholder to whom Amalco Share certificates are to be issued will, as a condition precedent to the issue, give a bond satisfactory to Amalco and the Depository in such sum as Amalco may direct, or otherwise indemnify Amalco against any claim that may be made against Amalco with respect to the Goldplay Share certificate or Soleil Share certificate, as applicable, alleged to have been lost, stolen or destroyed; and
- (g) any certificate formerly representing Soleil Shares or Goldplay Shares, as the case may be, which is not deposited with the Depository on or prior to the fifth (5th) anniversary

of the Effective Date will cease to represent a right or claim of any kind or nature whatsoever.

Section 2.7 *Soleil Options and Warrants.*

- (a) Soleil agrees that prior to the Effective Date it will obtain Option Amendment Agreements, in a form satisfactory to Goldplay, acting reasonably, from each holder of Soleil Options, other than Michael Thomson and the Canadian Cancer Society, which option amendment agreements will provide that all Soleil Options held by such holders of Soleil Options will be amended to reflect an expiry date of 90 days following the Effective Date.
- (b) Each one (1) issued and outstanding Soleil Agent's Warrant will be exchanged for one (1) share purchase warrant of Amalco, each of which such Amalco share purchase warrant will entitle the holder thereof to purchase one Amalco on substantially the same terms as set out in such Soleil Agent's Warrant so exchanged, and the Soleil Agent's Warrants so exchanged will immediately be cancelled.
- (c) Each one (1) issued and outstanding Soleil Option will be exchanged for one (1) share purchase option of Amalco, each of which such Amalco share purchase option will entitle the holder thereof to purchase one Amalco Share on substantially the same terms as set out in such Soleil Option so exchanged, and the Soleil Options so exchanged will immediately be cancelled.

Section 2.8 *Goldplay Warrants.*

Each one (1) issued and outstanding Goldplay Warrant will be exchanged for one (1) share purchase warrant of Amalco, each of which such Amalco share purchase warrant will entitle the holder thereof to purchase one Amalco Share on substantially the same terms as set out in such Goldplay Warrant so exchanged; and the Goldplay Warrants so exchanged will immediately be cancelled.

Section 2.9 *Stated Capital.*

Upon the Amalgamation becoming effective, Amalco will add to the stated capital account maintained in respect of the Amalco Shares an amount equal to the aggregate paid-up capital for purposes of the Tax Act of the issued and outstanding Soleil Shares (other than the issued and outstanding Soleil Shares held by Soleil Dissenting Shareholders) immediately before the Effective Date plus the aggregate paid-up capital for purposes of the Tax Act of the issued and outstanding Goldplay Shares (other than the issued and outstanding Goldplay Shares held by Goldplay Dissenting Shareholders) immediately before the Effective Date.

Section 2.10 *Amalgamation Application and Filing.*

Subject to the provisions hereof, Goldplay and Soleil will jointly file, with the Registrar, the Amalgamation Application and such other documents as may be required by the BCBCA to give effect to the Amalgamation as contemplated herein on or before the Termination Date.

Section 2.11 Fractional Securities.

No fractional shares, or options or warrants exercisable for fractional shares, will be issued by Amalco. In lieu of any fractional entitlement, the number of securities of Amalco to be issued on the Effective Date in exchange for the Goldplay Shares, Goldplay Warrants, Soleil Shares, Soleil Agent's Warrants and Soleil Options, as applicable, will be rounded up to the next greater whole number of securities of Amalco if the fractional entitlement is equal to or greater than 0.5 and will, without any additional compensation, be rounded down to the next lesser whole number of securities of Amalco if the fractional entitlement is less than 0.5 and, in calculating such fractional interests, all Amalco Shares, share purchase warrants of Amalco and options of Amalco, as the case may be, to be registered in the name of each Person will be aggregated.

Section 2.12 Dissenting Shareholders.

- (a) Each Soleil Shareholder and each Goldplay Shareholder, as the case may be, may exercise Dissent Rights in connection with the Amalgamation pursuant to sections 238 and 272 of the BCBCA. Each of Soleil and Goldplay will give the other Party: (i) prompt notice of any written notices of exercise of Dissent Rights, withdrawals of such notices, and any other instruments served pursuant to the BCBCA and received by such Party; and (ii) the opportunity to participate in all negotiations and proceedings with respect to such rights. Without the prior written consent of the other Party, except as required by Applicable Law, a Party will not make any payment with respect to any such rights or offer to settle or settle any such rights.
- (b) Goldplay Shares and Soleil Shares which are held by Goldplay Dissenting Shareholders or Soleil Dissenting Shareholders, as the case may be, will not be converted as prescribed by Section 2.6(b) and Section 2.6(d), respectively. However if, pursuant to Division 2 of Part 8 of the BCBCA, a Goldplay Dissenting Shareholder or a Soleil Dissenting Shareholder fails to perfect or effectively withdraws its claim or forfeits its right to make a claim under sections 238 and 272 of the BCBCA or if its rights as a Goldplay Shareholder or Soleil Shareholder, respectively, are otherwise reinstated, such Goldplay Shareholder's or Soleil Shareholder's shares will thereupon be deemed to have been converted as of the Effective Date as prescribed by Section 2.6(b) and Section 2.6(d), respectively.

Section 2.13 Information Circular.

Soleil and Goldplay will promptly prepare the Information Circular (setting forth, *inter alia*, the recommendation of each of the Soleil Board and the Goldplay Board, as set forth in Section 2.14 and Section 2.15, respectively) and the Parties will, on a timely basis, use their reasonable commercial efforts to co-operate in the preparation of all other documents and filings and the seeking and obtaining of all consents, orders and approvals, including regulatory approvals and other matters reasonably determined by Soleil and Goldplay to be necessary in connection with this Agreement and the Amalgamation. Each Party will ensure that the Information Circular and other documents, filings, consents, orders and approvals contemplated by this Section 2.13 are prepared in compliance with, made and/or obtained in accordance with all Applicable Laws. Each Party will mail the Information Circular to its shareholders and to all other Persons required by law with respect to the Soleil Meeting and the Goldplay Meeting, as applicable, all in accordance with Applicable Laws, the constating

documents of each Party, and the requirements of any regulatory authority having jurisdiction. The term "Information Circular" will mean such proxy or other required information statement or circular, as the case may be, and all related materials at the time required to be mailed to the Soleil Shareholders and Goldplay Shareholders, respectively, in connection with the Soleil Meeting and the Goldplay Meeting, as the case may be, and all amendments or supplements thereto, if any. Soleil and Goldplay each will use all reasonable commercial efforts to obtain and furnish the information required to be included in the Information Circular. The information to be provided by each of Soleil and Goldplay for use in the Information Circular will not contain a Misrepresentation and will comply in all material respects with all Applicable Laws, and Soleil and Goldplay each agrees to correct promptly any such information provided by either of them for use in the Information Circular which has ceased to meet such standard. In any such event, Goldplay and Soleil will prepare a supplement or amendment to the Information Circular or such application or other document, as required and as the case may be, and, if required, will cause the same to be distributed to the Soleil Shareholders and the Goldplay Shareholders and/or filed with the relevant securities authorities and/or other Governmental Authority after each Party and its respective legal counsel and advisors have had a reasonable opportunity to review and comment on all such documentation and all such documentation is in form and content reasonably satisfactory to each of the Parties.

Section 2.14 *Recommendation of the Soleil Board.*

Soleil represents and warrants to Goldplay that the Soleil Board has unanimously determined that:

- (a) the Amalgamation is fair from a financial point of view to the Soleil Shareholders and is in the best interests of Soleil and its securityholders; and
- (b) the Soleil Board will unanimously recommend that Soleil Shareholders vote in favour of the Soleil Amalgamation Resolution, which recommendation may not be withdrawn, modified or changed in any manner except as set forth herein.

Section 2.15 *Recommendation of the Goldplay Board.*

Goldplay represents and warrants to Soleil that the Goldplay Board has unanimously determined that:

- (a) the Amalgamation is fair from a financial point of view to the Goldplay Shareholders and is in the best interests of Goldplay and its securityholders; and
- (b) the Goldplay Board will unanimously recommend that Goldplay Shareholders vote in favour of the Goldplay Amalgamation Resolution, which recommendation may not be withdrawn, modified or changed in any manner except as set forth herein.

**ARTICLE 3
CLOSING CONDITIONS**

Section 3.1 *Mutual Closing Conditions.*

The obligations of Soleil and Goldplay to complete the transactions contemplated herein are subject to the fulfilment of the following conditions precedent on or before the Effective Date or such other time as is specified below:

- (a) on or before the Termination Date, the Soleil Amalgamation Resolution, in form and substance satisfactory to each of Soleil and Goldplay, acting reasonably, will have been passed by the majority of the votes of the Soleil Shareholders who, being entitled to do so, vote in person or by proxy at the Soleil Meeting in accordance with the provisions of the BCBCA;
- (b) on or before the Termination Date, the Goldplay Amalgamation Resolution, in form and substance satisfactory to each of Soleil and Goldplay, acting reasonably, will have been passed by the majority of the votes of the Goldplay Shareholders who, being entitled to do so, vote in person or by proxy at the Goldplay Meeting in accordance with the provisions of the BCBCA;
- (c) the Amalgamation Application filed with the Registrar will be in form and substance satisfactory to each of Goldplay and Soleil, acting reasonably;
- (d) the Amalgamation and the issuance of the Amalco Shares to the Soleil Shareholders and Goldplay Shareholders will have been conditionally approved by the TSXV as Soleil's Qualifying Transaction;
- (e) the Amalco Shares to be issued upon the completion of the Amalgamation will have been conditionally approved for listing by the TSXV, subject to Amalco fulfilling the TSXV's customary listing requirements;
- (f) the Effective Date will have occurred on or prior to the Termination Date;
- (g) there will be no action taken under any existing applicable law or regulation, nor any statute, rule, regulation or order which is enacted, enforced, promulgated or issued by any Governmental Authority or similar agency, that:
 - (i) makes illegal or otherwise directly or indirectly restrains, enjoins or prohibits the Amalgamation or any other transactions contemplated herein; or
 - (ii) results in a judgment or assessment of material damages directly or indirectly relating to the transactions contemplated herein;
- (h) all consents, approvals and authorizations (including, without limitation, all regulatory approvals) required or necessary for the completion of the transactions contemplated herein will have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances, all on terms and conditions reasonably satisfactory to Soleil and Goldplay;

- (i) Soleil will have delivered executed releases to each of Richard Boadway, Rob Fong, Michael Labiak and Keith Inman;
- (j) such escrow agreements as may be required by the TSXV pursuant to the Amalgamation will have been entered into; and
- (k) this Agreement will not have been terminated in accordance with Article 7.

The foregoing conditions are for the mutual benefit of Soleil and Goldplay and may be waived, in whole or in part, by Soleil and Goldplay together, at any time. If any of the said conditions precedent will not be complied with or waived as aforesaid on or before the date required for the performance thereof, either of Soleil and Goldplay may, in addition to the other remedies it may have at law or in equity, terminate this Agreement in accordance with Section 7.2(b).

Section 3.2 Additional Conditions Precedent to the Obligations of Soleil.

The obligation of Soleil to complete the transactions contemplated herein is subject to fulfilment of the following conditions precedent on or before the Effective Date or such other time as is specified below:

- (a) the representations and warranties made by Goldplay in Section 4.2 will be true in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties which refer to another date, which will be true as of that date) and Goldplay will have provided to Soleil a certificate of one officer of Goldplay certifying as to such matters on the Effective Date and Soleil will have no knowledge to the contrary;
- (b) Goldplay will have complied in all material respects with its covenants in this Agreement and Goldplay will have provided to Soleil a certificate of one officer certifying as to such compliance as of the Effective Date and Soleil will have no actual knowledge to the contrary;
- (c) before giving effect to the transactions contemplated by this Agreement, there will have been no Material Adverse Change in respect of Goldplay since the date hereof;
- (d) Goldplay will have furnished Soleil with:
 - (i) a certified copy of the resolutions duly passed by the Goldplay Board approving this Agreement and the consummation of the transactions contemplated hereby and directing the submission of the Goldplay Amalgamation Resolution for approval by Goldplay Shareholders and recommending that Goldplay Shareholders vote in favour of the Goldplay Amalgamation Resolution; and
 - (ii) a certified copy of the Goldplay Amalgamation Resolution, duly passed by not less than 2/3 of the votes cast by a quorum of Goldplay Shareholders who, being entitled to do so, voted in person or by proxy at the Goldplay Meeting;
- (e) prior to, and not including any securities of Goldplay issuable upon completion of, the Concurrent Financing, Goldplay will have consolidated its share capital such that upon

completion of such consolidation it will have no more than 15,833,333 Goldplay Shares issued and outstanding and there will be no more than 1,111,505 Goldplay Shares issuable pursuant to outstanding Goldplay Warrants. (For clarity, any securities issued under the Concurrent Financing will be post-consolidation securities and will be in addition to the numbers set out in the preceding sentence.);

- (f) the Goldplay Board will not have withdrawn, modified or changed any of its recommendations, approvals, resolutions or determinations referred to in Section 2.15;
- (g) holders of not greater than 10% of the outstanding Goldplay Shares will have exercised Dissent Rights that have not been withdrawn as at the Effective Date;
- (h) concurrently with execution of this Agreement, each Goldplay Material Shareholder will enter into a Support Agreement with Soleil; and
- (i) each of Goldplay and the Goldplay Material Shareholders will furnished Soleil with an executed copy of the Director Nomination Agreement.

The foregoing conditions precedent are for the benefit of Soleil and may be waived, in whole or in part, by Soleil in writing at any time. If any of the said conditions precedent will not be complied with or waived by Soleil on or before the date required for the performance thereof, Soleil may, in addition to the other remedies it may have at law or equity, terminate this Agreement in accordance with Section 7.3.

Section 3.3 *Additional Conditions Precedent to the Obligations of Goldplay.*

The obligation of Goldplay to complete the transactions contemplated herein is subject to the fulfilment of the following conditions precedent on or before the Effective Date or such other time as is specified below:

- (a) the representations and warranties made by Soleil in Section 4.1 will be true in all material respects as of the Effective Date as if made on and as of such date (except for representations and warranties which refer to another date, which will be true as of that date), and Soleil will have provided to Goldplay a certificate of one officer of Soleil certifying as to such matters on the Effective Date and Goldplay will have no actual knowledge to the contrary;
- (b) Soleil will have complied in all material respects with its covenants in this Agreement and Soleil will have provided to Goldplay a certificate of one officer of Soleil certifying as to such compliance as of the Effective Date and Goldplay will have no actual knowledge to the contrary;
- (c) before giving effect to the transactions contemplated by this Agreement, there will have been no Material Adverse Change in respect of Soleil since the date hereof;
- (d) Soleil will have furnished Goldplay with:
 - (i) a certified copy of the resolutions duly passed by the Soleil Board approving this Agreement and the consummation of the transactions contemplated hereby

and directing the submission of the Soleil Amalgamation Resolution for approval by Soleil Shareholders and recommending that Soleil Shareholders vote in favour of the Soleil Amalgamation Resolution; and

- (ii) a certified copy of the Soleil Amalgamation Resolution, duly passed by not less than 2/3 of the votes cast by a quorum of Soleil Shareholders who, being entitled to do so, voted in person or by proxy at the Soleil Meeting;
- (e) Soleil will have furnished Goldplay with Option Amendment Agreements executed by Soleil and each of Richard Boadway, Robert Fong, Michael Labiak and Keith Inman;
- (f) Soleil will have consolidated its share capital such that upon completion of such consolidation it will have no more than 6,200,000 Soleil Shares issued and outstanding and there will be no more than 500,000 Soleil Shares issuable pursuant to the Soleil Agent's Warrants and no more than 620,000 Soleil Shares issuable pursuant to outstanding Soleil Options (as such may be amended pursuant to the Option Amendment Agreements);
- (g) Soleil will have furnished Goldplay with resignations executed by each of Richard Boadway, Robert Fong, and Michael Labiak, in their capacities as directors of Soleil and from Michael Thomson and Keith Inman in their capacities as officers of Soleil;
- (h) the Soleil Board will not have withdrawn, modified or changed any of its recommendations, approvals, resolutions or determinations referred to in Section 2.14;
- (i) holders of not greater than 10% of the outstanding Soleil Shares will have exercised Dissent Rights that have not been withdrawn as at the Effective Date; and
- (j) concurrently with execution of this Agreement, each Soleil Seed Shareholder will enter into a Support Agreement with Goldplay.

The foregoing conditions precedent are for the benefit of Goldplay and may be waived, in whole or in part, by Goldplay in writing at any time. If any of the said conditions precedent will not be complied with or waived by Goldplay on or before the date required for the performance thereof, Goldplay may, in addition to the other remedies it may have at law or equity, rescind and terminate this Agreement by written notice from Goldplay to Soleil pursuant to Section 7.4.

Section 3.4 *Satisfaction of Conditions.*

The conditions precedent set out in Section 3.1, Section 3.2, and Section 3.3 will be conclusively deemed to have been satisfied, waived or released when the Certificate of Amalgamation is issued by the Registrar.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

Section 4.1 *Representations and Warranties of Soleil.*

Soleil represents and warrants to Goldplay that:

- (a) Soleil is duly organized and validly existing under the laws of the jurisdiction of its organization, has the capacity, power and authority to own or lease its property and assets and to carry on its business as now conducted by it;
- (b) Soleil has undertaken no business since the date of its incorporation, except as permitted by TSXV Policy 2.4 and does not own or have any interest in any asset or property of any kind, other than cash;
- (c) Soleil does not have any Subsidiaries;
- (d) Soleil is a "reporting issuer" as that term is defined under Applicable Laws in each of the provinces of British Columbia, Alberta, Saskatchewan and Ontario and is in material compliance with all of its obligations as a reporting issuer in those jurisdictions, including those imposed under Applicable Laws;
- (e) Soleil is in material compliance with all of the policies of the TSXV;
- (f) Soleil has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;
- (g) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto, the performance of the terms hereof and thereof and the consummation of the transactions contemplated herein and therein do not and will not:
 - (i) result in the breach of or violate any term or provision of the notice of articles, articles or governing documents of Soleil;
 - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Soleil is a party or by which it is bound or to which any of its property is subject;
 - (iii) result in the creation of any Encumbrance upon any of the Soleil Assets;
 - (iv) give to any Person any material interest or right, including the right of purchase, termination, cancellation or acceleration under any agreement, instrument, license, permit or authority, to the "change of control" of Soleil arising from the Amalgamation; or
 - (v) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to any of Soleil, the Soleil Shares or the Soleil Assets;except to the extent such results or occurrences as set forth in this Section 4.1(g) are not material;
- (h) this Agreement has been duly authorized, executed and delivered by Soleil and all documents to be executed and delivered by Soleil pursuant hereto to Goldplay will be

duly executed and delivered and this Agreement constitutes a legal, valid and binding obligation of Soleil enforceable against it in accordance with its terms;

- (i) Soleil has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commission, financial advisory fees or other similar forms of compensation with respect to the transactions contemplated herein;
- (j) there are no actions, suits, other legal, administrative or arbitration proceedings or government investigations commenced, or to the knowledge of Soleil, contemplated, at law or in equity or before or by any court or other Governmental Authority and which involve or affect Soleil or the Soleil Assets, which is material and, to the best of the knowledge, information and belief of Soleil, there are no grounds upon which any such actions, suits, proceedings, or investigations may be commenced with a reasonable likelihood of success;
- (k) as of the date hereof, the authorized capital of Soleil consists of an unlimited number of Soleil Shares and an unlimited number of preferred shares, issuable in series. As of the date hereof, 12,400,000 Soleil Shares are issued and outstanding, 1,240,000 Soleil Shares are issuable pursuant to outstanding Soleil Options and 1,000,000 Soleil Shares are issuable pursuant to outstanding Soleil Agent's Warrants;
- (l) no Person has any agreement, option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued Soleil Shares or other securities of Soleil, except for the Soleil Options and Soleil Agent's Warrants;
- (m) the minute books of Soleil are true and correct in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders from its incorporation to the date hereof;
- (n) the Soleil Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods (except as stated therein) and present fairly, in all material respects, the financial position of Soleil, as of the dates provided therein and the results of its operations and the changes in financial position for the periods then ended in accordance with IFRS as at the dates thereof;
- (o) other than the voluntary trading halt requested by Soleil in connection with the announcement of the Amalgamation, no securities commission, stock exchange or similar regulatory authority has issued any order preventing or suspending trading of any securities of Soleil and Soleil is not in default of any requirement of Applicable Laws which is material;
- (p) the information and statements set forth in the Soleil Public Documents was true, correct and complete in all material respects and did not contain any Misrepresentation, as of their respective dates, and Soleil has not filed any confidential material change reports which continue to be confidential;

- (q) there are no employment contracts, agreements or engagements, either oral or written, between any director, officer or employee of Soleil and Soleil;
- (r) unless otherwise disclosed in the Soleil Public Documents, since incorporation, Soleil has:
 - (i) not amended its notice of articles, articles or other governing documents;
 - (ii) not disposed of any property or assets out of the ordinary course of business;
 - (iii) conducted its business in all material respects in the usual, ordinary and regular course and consistent with past practice;
 - (iv) not suffered any Material Adverse Change, financial or otherwise, in its business, condition (financial or otherwise), liabilities, capitalization or any occurrences or circumstances which have resulted or might reasonably be expected to result in a Material Adverse Change thereto;
 - (v) not made any change in its accounting principles and practices as theretofore applied including, without limitation, the basis upon which its assets and liabilities are recorded on its books and its earnings and profits and losses are ascertained;
 - (vi) neither paid any bonuses or other unusual payments nor entered into any agreements, whether in writing or verbal, providing for payments to be made to any employees, consultants, officers or directors of Soleil in respect of loss of office or loss of employment in connection with the transactions contemplated hereby;
 - (vii) not entered into or closed any hedge, swap or other like transaction; and
 - (viii) not incurred any material liabilities of any nature, whether accrued, contingent or otherwise or which would be required by IFRS to be reflected on the balance sheet of Soleil;
- (s) other than as publicly disclosed or otherwise disclosed to Goldplay, Soleil is not a party to or bound by any agreement, guarantee, indemnification, or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Person, firm or corporation;
- (t) Soleil has made available to Goldplay true and complete copies of all contracts that are material to Soleil and to which it is a party, each of which is a valid and binding obligation of Soleil, and to the knowledge of Soleil, of the other party or parties thereto, enforceable in accordance with its terms and Soleil has not terminated, cancelled, renewed or modified in any material respect, any terms or conditions of any material contracts and no proposal or discussions with third parties for such termination, cancellation, modification, amendment or waiver is ongoing. Such agreements do not contain any "change of control" provision, which would be triggered or affected by the transactions contemplated hereby. Except as disclosed to Goldplay or Goldplay's

counsel, Soleil has performed in all material respects the obligations required to be performed by it and is entitled to all the benefits under such material contracts. Soleil has not violated or breached, in any material respect, any terms or conditions of such material contracts and there exists no default or event of default or event, occurrence, condition or act, which with the giving of notice, lapse of time or the happening of any other event or condition, would become a default or event of default by Soleil under any such material contract;

- (u) Soleil is not party to any agreement, written or oral, other than:
 - (i) this Agreement (and the Letter of Intent);
 - (ii) a service agreement dated as of November 21, 2016 between Soleil and TSX Trust Company;
 - (iii) an agency agreement dated as of December 19, 2016 between Soleil and Industrial Alliance Securities in connection with the initial public offering of Soleil;
 - (iv) the Soleil Escrow Agreement;
 - (v) agreements evidencing or governing the Soleil Options; and
 - (vi) indemnity agreements with each director and officer of Soleil;
- (v) the information concerning Soleil to be set forth in the Information Circular will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to make a statement therein not misleading in the light of the circumstances in which it will be made, and such information in the Information Circular will constitute full, true and plain disclosure of all material facts relating to the particular matters concerning Soleil to be acted upon by the Goldplay Shareholders at the Goldplay Meeting; and
- (w) all of the data and information in respect of Soleil and the Soleil Assets provided or disclosed to Goldplay or any of its officers, employees, agents or other representatives by or on behalf of Soleil was and is accurate and correct in all material respects.

Section 4.2 Representations and Warranties of Goldplay.

Goldplay represents and warrants to Soleil that:

- (a) each of Goldplay and the Goldplay Subsidiary is duly organized and validly existing under the laws of the jurisdiction of its organization, has the capacity, power and authority to own or lease its property and assets and to carry on its business as now conducted by it;
- (b) each of Goldplay and the Goldplay Subsidiary is duly qualified to carry on business in each jurisdiction in which the nature of its business or the property or assets owned or leased by it makes such qualification necessary;

- (c) Goldplay does not have any Subsidiaries other than the Goldplay Subsidiary and Goldplay legally and beneficially owns 99.9% of the outstanding shares and other security interests in the Goldplay Subsidiary (and Marcio Fonseca is the legal and beneficial owner of the other 0.1%), and no other Person has any agreement, option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued shares or other securities of the Goldplay Subsidiary;
- (d) each of Goldplay and the Goldplay Subsidiary has complied with and is in compliance with all laws or regulations applicable to the operation of its Business, including all Applicable Laws and Goldplay and the Goldplay Subsidiary have all licenses, permits, orders or approvals of, and have made all required registrations with any government or regulatory body that are material to the conduct of its Business, including, without limitation, with respect to the El Habal Property;
- (e) Goldplay is not a "reporting issuer" as that term is defined under Applicable Laws and does not have equivalent status in any province or territory of Canada;
- (f) no securities of Goldplay are listed or posted for trading on any stock exchange;
- (g) Goldplay has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto and, subject to the terms hereof, to perform its obligations hereunder and thereunder;
- (h) the execution and delivery of this Agreement and all documents to be delivered pursuant hereto, the performance of the terms hereof and thereof and the consummation of the transactions contemplated herein and therein do not and will not:
 - (i) result in the breach of or violate any term or provision of the notice of articles, articles or governing documents of Goldplay;
 - (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Goldplay or the Goldplay Subsidiary is a party or by which either of them is bound or to which any of their property is subject;
 - (iii) result in the creation of any Encumbrance upon any of the Goldplay Assets;
 - (iv) give to any Person any material interest or right, including the right of purchase, termination, cancellation or acceleration under any agreement, instrument, license, permit or authority, to the "change of control" of Goldplay arising from the Amalgamation; or
 - (v) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to any of Goldplay, the Goldplay Shares or the Goldplay Assets,

except to the extent such results or occurrences as set forth in this Section 4.2(h) are not material;

- (i) this Agreement has been duly authorized, executed and delivered by Goldplay and all documents to be executed and delivered by Goldplay pursuant hereto to Soleil will be duly executed and delivered and this Agreement constitutes a legal, valid and binding obligation of Goldplay enforceable against it in accordance with its terms;
- (j) other than in conjunction with the Concurrent Financing and as otherwise disclosed to Soleil in writing, Goldplay has not incurred any obligation or liability, contingent or otherwise, for brokerage fees, finder's fees, agent's commission, financial advisory fees or other similar forms of compensation with respect to the transactions contemplated herein;
- (k) there are no actions, suits, other legal, administrative or arbitration proceedings or government investigations commenced, or to the knowledge of Goldplay, contemplated, at law or in equity or before or by any court or other Governmental Authority and which involve or affect Goldplay, the Goldplay Subsidiary or the Goldplay Assets, including, without limitation, the title to, or ownership of, the El Habal Property and, to the best of the knowledge, information and belief of Goldplay, there are no grounds upon which any such actions, suits, proceedings or investigations may be commenced with a reasonable likelihood of success;
- (l) as of the date hereof the authorized capital of Goldplay consists of an unlimited number of Goldplay Shares. As of the date hereof, 23,361,708 Goldplay Shares are issued and outstanding and 1,640,000 Goldplay Shares are issuable pursuant to outstanding Goldplay Warrants;
- (m) no Person has any agreement, option, right or privilege (including, without limitation, whether by law, pre-emptive right, contract or otherwise) to purchase, subscribe for, convert into, exchange for or otherwise require the issuance of, nor any agreement, option, right or privilege capable of becoming any such agreement, option, right or privilege, any of the unissued Goldplay Shares or other securities of Goldplay except for the Goldplay Warrants;
- (n) neither Goldplay nor the Goldplay Subsidiary has any agreements of any nature to acquire any Subsidiary, or to acquire or lease any other business operations out of the ordinary course;
- (o) the corporate records and minute books of Goldplay and the Goldplay Subsidiary provided to Soleil are true and correct in all material respects and contain the minutes of all meetings and all resolutions of the directors and shareholders from the date of their respective incorporation to the date hereof;
- (p) the Goldplay Financial Statements have been prepared in accordance with IFRS applied on a basis consistent with that of prior periods, except as stated therein, and present fairly, in all material respects, the financial position of Goldplay, as of the dates provided therein and the results of its operations and the changes in financial position for the periods then ended in accordance with IFRS as at the dates thereof;

- (q) no securities commission or similar regulatory authority has issued any order preventing or suspending trading of any securities of Goldplay and neither Goldplay nor the Goldplay Subsidiary is in default of any requirement of Applicable Laws which is material;
- (r) since June 30, 2017, Goldplay has:
 - (i) not amended its notice of articles, articles or other governing documents;
 - (ii) not disposed of any property or assets of Goldplay or the Goldplay Subsidiary out of the ordinary course of business;
 - (iii) conducted its Business in all material respects in the usual, ordinary and regular course and consistent with past practice;
 - (iv) not suffered any Material Adverse Change, financial or otherwise, in its Business, assets, rights, properties, condition (financial or otherwise), liabilities, capitalization, operations, prospects or results of operation or any occurrences or circumstances which have resulted or might reasonably be expected to result in a Material Adverse Change thereto;
 - (v) not made any change in its accounting principles and practices as theretofore applied including, without limitation, the basis upon which its assets and liabilities are recorded on its books and its earnings and profits and losses are ascertained;
 - (vi) maintained in effect salary and other compensation levels in accordance with its then existing salary administration program, except as otherwise disclosed to Soleil in writing;
 - (vii) neither paid any bonuses or other unusual payments nor entered into any agreements, whether in writing or verbal, providing for payments to be made to any employees, consultants, officers or directors of Goldplay or the Goldplay Subsidiary in respect of loss of office or loss of employment in connection with the transactions contemplated hereby, except as otherwise disclosed to Soleil in writing;
 - (viii) not entered into any agreement or transactions with any director, officer, employee, consultant or any party not at arm's-length with Goldplay or the Goldplay Subsidiary, except as otherwise disclosed to Soleil in writing;
 - (ix) not issued any guarantees or made any commitments outside the normal course of business;
 - (x) not entered into or closed any hedge, swap or other like transaction; and
 - (xi) not incurred any material liabilities of any nature, whether accrued, contingent or otherwise or which would be required by IFRS to be reflected on the balance sheet of Goldplay;

- (s) Goldplay has conducted and is conducting its Business in accordance with Good Mining Practices and in compliance in all material respects with all Applicable Laws, and, in particular, all applicable licensing and environmental legislation, regulations or by-laws or other lawful requirements of any Governmental Authorities applicable to Goldplay and the Goldplay Subsidiary of each jurisdiction in which it carries on business and holds all licences, registrations and qualifications material to its Business and assets in all jurisdictions in which it carries on business or which are necessary or desirable to carry on the Business, as now conducted, and none of such licences, registrations or qualifications contains any burdensome term, provision, condition or limitation which has or is likely to have any Material Adverse Effect on Goldplay;
- (t) the Goldplay Subsidiary is the legal and beneficial owner of, possesses, and has good and marketable title to, the El Habal Property, free and clear of any and all Encumbrances and the Goldplay Subsidiary is registered on title as the owner of the El Habal Property, free and clear of all Encumbrances except for the Net Smelter Royalties applicable to such property, with the Mining Public Registry within the Ministry of Economy in Mexico (the "Registry"). The El Habal Property is not in the possession of or under the control of any other Person;
- (u) the Goldplay Subsidiary has filed all the necessary documents with the Registry, or otherwise, to request the transfer of the legal and beneficial ownership of the Other Mexican Concessions to the Goldplay Subsidiary from Grupo Promotor Minero, S.A. de C.V;
- (v) the El Habal Property is legally and beneficially owned by the Goldplay Subsidiary under valid and enforceable title and/or transfer documents. No Person, other than the Goldplay Subsidiary, has any right or entitlement to acquire the El Habal Property or any interest therein;
- (w) except for the rights of the holders of the Net Smelter Royalties applicable to the El Habal Property as set out in Schedule E attached hereto, the El Habal Property is free of all Encumbrances and no other property rights (including access and surface rights) are necessary for the conduct of the business of Goldplay as currently conducted on the El Habal Property;
- (x) Goldplay knows of no claim or basis for any claim that might or could materially adversely affect the right of Goldplay or the Goldplay Subsidiary to use, transfer or otherwise exploit the El Habal Property; and, other than the Net Smelter Royalties applicable thereto as set out in Schedule E attached hereto, neither Goldplay nor the Goldplay Subsidiary has any responsibility or obligation to pay any commission, royalty, license fee or similar payment to any Person with respect to the El Habal Property;
- (y) each concession comprising the El Habal Property is in full force and effect and in good standing and no event, condition and/or occurrence exists that, after notice or lapse of time or both, would constitute a default under such mining concessions and rights. Each concession comprising the El Habal Property has been recorded in compliance with applicable laws and is comprised of valid and subsisting concessions in each case in all material respects; any and all mining license fees required to be paid in respect of the El

Habal Property have been paid in all material respects; Goldplay has the exclusive right to explore and exploit the El Habal Property; there are no mining concessions conflicting with the El Habal Property; and neither Goldplay nor the Goldplay Subsidiary has received, or is aware of any Person who has received, any written notice from any Governmental Authority of any default under, or of any revocation or intention to revoke, any of the concessions comprising the El Habal Property;

- (z) all mining fees, environmental fees, contributions, duties, cannons, land or other fees and assessments imposed, levied or charged upon or against the El Habal Property have been filed and paid in full and are current;
- (aa) neither Goldplay nor the Goldplay Subsidiary has received a notice of the existence of condemnation, expropriation or similar proceedings affecting the El Habal Property;
- (bb) the scientific and technical information included in the Goldplay Technical Report has been reviewed by Goldplay and a "qualified person", as defined in NI 43-101, and all such information has been prepared in all material respects in accordance with NI 43-101, and all exploration results with respect to such mining properties set forth in the Goldplay Technical Report have been verified by a "qualified person" and the information upon which such results was based, was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material changes that are required to be disclosed pursuant to Applicable Laws to such information since the date of preparation thereof;
- (cc) Goldplay and the Goldplay Subsidiary hold all permits required in order for them to own and operate the El Habal Property, and to carry on their Business. Each such permit is valid, subsisting and in good standing, and neither Goldplay nor the Goldplay Subsidiary is in material default or breach of any such permit and no notice of material breach or default or defect in respect of any of their terms has been received by Goldplay and the Goldplay Subsidiary. No proceeding is in progress or pending, or to the knowledge of Goldplay and the Goldplay Subsidiary, threatened, to revoke, amend, limit or refuse renewal of any such permit. No authorization, license, approval, consent, order or any other action of, or any registration, declaration, filing or notice with or to any Governmental Authority or any other Person is required under or in respect of any such permits in order to complete the transactions contemplated by the Agreement;
- (dd) none of Goldplay, the Goldplay Subsidiary, any of their respective directors or officers nor, to the best of Goldplay's knowledge, any representative acting on behalf of Goldplay nor the Goldplay Subsidiary, has promised or made, directly or indirectly, any bribe, kickback, political contribution or other payment, regardless of form, whether in money, properties, or services, to any Person resulting, in any case, in it being in violation of any Applicable Law or any other law applicable to the payor or the payee, or in order to: (i) influence any official or employee of any Governmental Authority or otherwise promote the business interest of it or any affiliate thereof; (ii) obtain favourable treatment in securing or obtaining special concessions; or (iii) pay for favourable treatment for special concessions obtained in the past;

- (ee) no officer, director, employee or consultant of Goldplay or the Goldplay Subsidiary, any associate or affiliate of any such Person or any party not at arm's length to Goldplay or the Goldplay Subsidiary owns, has or is entitled to any royalty, net profits interest, carried interest or other Encumbrances of any nature whatsoever which are based on production from the Goldplay Assets or any revenue or rights attributed thereto;
- (ff) Goldplay has made available to Soleil true and complete copies of all contracts that are material to Goldplay and the Goldplay Subsidiary, each of which is a valid and binding obligation of Goldplay or the Goldplay Subsidiary, as applicable, and to the knowledge of Goldplay, of the other party or parties thereto, enforceable in accordance with its terms and Goldplay has not terminated, cancelled, renewed or modified in any material respect, any terms or conditions of any material contracts and no proposal or discussions with third parties for such termination, cancellation, modification, amendment or waiver is ongoing. Such agreements do not contain any "change of control" provision, which would be triggered or affected by the transactions contemplated hereby. Except as disclosed to Soleil in writing, Goldplay has performed in all material respects the obligations required to be performed by it and is entitled to all the benefits under such material contracts. Neither Goldplay nor the Goldplay Subsidiary, as applicable, has violated or breached, any terms or conditions of such material contracts and there exists no default or event of default or event, occurrence, condition or act, which with the giving of notice, lapse of time or the happening of any other event or condition, would become a default or event of default by Goldplay or the Goldplay Subsidiary under any such material contract;
- (gg) Goldplay has made available to Soleil all information that is material to the determination of the value of Goldplay's Assets, none of which information contained a Misrepresentation and Goldplay has no knowledge of any Material Adverse Change to the Goldplay Assets;
- (hh) except as otherwise disclosed to Soleil in writing, Goldplay and the Goldplay Subsidiary has duly filed in proper form and on a timely basis all material Tax Returns required to be filed by it and has paid all Taxes which are due and payable, and has paid all assessments and reassessments, and all other Taxes, governmental charges, penalties, interest and fines due and payable on or before the date hereof, in each case, of a material nature; adequate provision has been made for Taxes payable for the current period for which Tax Returns are not yet required to be filed; there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any Tax Return, or payment of any Tax, governmental charge or deficiency, by Goldplay or the Goldplay Subsidiary; to the knowledge of Goldplay, there are no material actions, suits, proceedings, investigations or claims now threatened or pending against Goldplay or the Goldplay Subsidiary in respect of Taxes, governmental charges or assessments, or any matters under discussion with any governmental authority relating to Taxes, governmental charges or assessments asserted by any such authority;
- (ii) all filings made by Goldplay or the Goldplay Subsidiary under which it has received or is entitled to government incentives, have been made in accordance, in all material respects, with all applicable legislation, contain no Misrepresentation which could cause

any amount previously paid to such corporation or previously accrued on the accounts thereof to be recovered or disallowed;

- (jj) there are no outstanding agreements or waivers material to Goldplay extending the statutory period of limitations applicable to any federal, provincial or other income tax return for any period and there are no issued, or to the knowledge of Goldplay proposed, assessments or reassessments respecting Goldplay material to Goldplay or the Goldplay Assets pursuant to which there are amounts owing or discussions in respect thereof with any taxing authority;
- (kk) other than the employment and consulting agreements currently in existence with certain employees and consultants of Goldplay, all of which have been provided or made available to Soleil, neither Goldplay nor the Goldplay Subsidiary is a party to any written contract of employment or collective bargaining agreement and other than customary government plans such as Workers Compensation, there are no currently existing employment benefit plans, arrangements or agreements, vacation entitlements, to which Goldplay or the Goldplay Subsidiary is a party or by which it is bound;
- (ll) neither Goldplay nor the Goldplay Subsidiary is in violation of any applicable federal, state, provincial, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters (collectively, "Environmental Laws");
- (mm) each of Goldplay and the Goldplay Subsidiary has operated the Business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
- (nn) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes which have not been rectified or are in the process of being rectified on any of the real property owned or leased by Goldplay or the Goldplay Subsidiary or under either of their control;
- (oo) there have been no releases, deposits or discharges, in violation of Environmental Laws, of any hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Goldplay or the Goldplay Subsidiary;
- (pp) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the Business, Goldplay, the Goldplay Subsidiary or the Goldplay Assets;
- (qq) neither Goldplay nor the Goldplay Subsidiary has failed to report to the proper Governmental Authority the occurrence of any event which is required to be so reported by any Environmental Laws;
- (rr) each of Goldplay and the Goldplay Subsidiary, as applicable, holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets, all such licenses, permits and approvals are in full force and effect, and except for notifications and conditions of

general application to assets of the type owned by Goldplay and the Goldplay Subsidiary. Goldplay has not received any notification pursuant to any Environmental Laws that any work, repairs, construction or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any licence, permit or approval issued pursuant thereto, or that any licence, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated;

- (ss) neither Goldplay nor the Goldplay Subsidiary is a party to or bound by any agreement, guarantee, indemnification, or endorsement or like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any Person, firm or corporation;
- (tt) all of the technical data and information in respect of Goldplay and the Goldplay Assets provided or disclosed to Soleil or any of its officers, employees, agents or other representatives by or on behalf of Goldplay was and is accurate and correct in all material respects; and
- (uu) Goldplay holds policies of insurance which are in good standing and which are customary in respect of the Goldplay Assets and Business.

Section 4.3 *Survival of Representations and Warranties*

The representations and warranties of each Party contained in this Agreement will not survive the completion of the Amalgamation and will expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

ARTICLE 5 COVENANTS OF SOLEIL

Section 5.1 *Covenants of Soleil*

Soleil covenants and agrees that, until the earlier of the Effective Date or the date on which this Agreement is terminated and unless otherwise contemplated herein:

- (a) other than as approved by Goldplay in writing, Soleil will not directly or indirectly, do or permit to occur, any of the following:
 - (i) amend or propose to amend its notice of articles or articles;
 - (ii) issue, sell, pledge, lease, dispose of, encumber or agree to issue, sell, pledge, lease, dispose of or encumber any additional shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares or other securities of, any capital stock or other securities of Soleil;
 - (iii) split, combine or reclassify any outstanding shares or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to any shares;

- (iv) redeem, purchase or offer to purchase any Soleil Shares or other securities of Soleil;
 - (v) make any material expenditures, other than in connection with Applicable Laws and TSXV policies and the completion of the Amalgamation;
 - (vi) conduct any activity or operations that would be otherwise detrimental to the completion of the Amalgamation;
 - (vii) disclose to any Person other than officers, directors, key employees and professional advisors of Soleil, any confidential information relating to Goldplay, except for disclosure required to be disclosed by Applicable Laws or otherwise known to Soleil or the public;
 - (viii) reduce the stated capital of Soleil;
 - (ix) take any action that would render, or that reasonably may be expected to render, any material representation or warranty made by it in this Agreement untrue at any time prior to the Amalgamation becoming effective;
 - (x) pay any dividends or make any other distribution to its shareholders or repay, other than in the ordinary course of business, any outstanding indebtedness; and
 - (xi) subject to Section 8.1 and except as may be required by Applicable Laws or to secure any approvals, consents or authorizations necessary to carry out the transactions contemplated by this Agreement, issue any public statements with respect to the transactions contemplated by this Agreement without the prior consent and approval of Goldplay provided that the Parties agree that this Agreement may be disclosed to the TSXV and attached to a material change report.
- (b) Soleil will:
- (i) use its reasonable commercial efforts to fulfil or cause the fulfillment of the conditions set forth in Section 3.1 and Section 3.3 as soon as reasonably possible to the extent the fulfillment of the same is within the control of Soleil;
 - (ii) not take any action which may reasonably be expected to result in a Material Adverse Change of Soleil;
 - (iii) provide to Goldplay reports on its affairs as may be reasonably requested from time to time by Goldplay;
 - (iv) cooperate with Goldplay to enable an orderly integration of the business and affairs of Soleil and Goldplay after the Effective Date;
 - (v) promptly notify Goldplay orally and in writing of any Material Adverse Change of Soleil, and of any material governmental or third party complaints,

investigations or hearings (or communications indicating that the same may be contemplated) which is material to Soleil;

- (vi) make available and cause to be made available to Goldplay, its agents and advisors, as Goldplay may reasonably request, all documents and agreements (including without limitation, any correspondence between Soleil and its advisors or any governmental body and all minute books) and access to Soleil's records in any way relating to or affecting the financial status of Soleil and such other documents or agreements as may be necessary to enable Goldplay to verify the truth of the representations and warranties of Soleil herein and compliance by Soleil with the terms and conditions hereof, except where Soleil is contractually precluded from making such document or agreement available, and cooperate with Goldplay in securing access for Goldplay to any such documentation not in the possession or under the control of Soleil;
- (vii) conduct the Soleil Meeting in compliance with the articles of Soleil and any instrument governing such meeting, and as otherwise required by Applicable Laws;
- (viii) assist Goldplay in preparing and file and distribute to Soleil Shareholders in a timely and expeditious manner, the Information Circular and any amendments or supplements thereto, in all jurisdictions where the same is required, complying in all material respects with all Applicable Laws and, without limiting the generality of the foregoing, ensure that the Information Circular provides Soleil Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and Soleil will set out Goldplay Information in the Information Circular in the form approved by Goldplay;
- (ix) except for proxies and other non-substantive communications with Soleil Shareholders, furnish promptly to Goldplay a copy of each notice, report, schedule or other document delivered, filed or received by Soleil in connection with the Amalgamation, any filings under Applicable Laws and any dealings with regulatory agencies in connection with the transactions contemplated herein; make other necessary filings and applications under applicable Canadian federal and provincial laws and regulations required on the part of Soleil in connection with the transactions contemplated herein and take all reasonable action necessary to be in compliance with such laws and regulations;
- (x) indemnify and save harmless Goldplay and the directors, officers and agents of Goldplay from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Goldplay, or any director, officer or agent thereof, may be subject or which Goldplay, or any director, officer or agent thereof, may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any Misrepresentation or alleged Misrepresentation in Soleil Information contained or incorporated by reference in the Information Circular; and

- (xi) use its reasonable commercial efforts to conduct its affairs so that all of Soleil's representations and warranties contained herein will be true and correct on and as of the Effective Date as if made thereon.

Section 5.2 *Non-Solicitation*

Subject to the provisions of Section 5.3 and Section 5.4, as long as this Agreement is in effect, Soleil will not, directly or indirectly, through officers, directors, affiliates, representatives, advisors, agents, investment bankers, consultants or otherwise, take any action to solicit, initiate, encourage, or participate in any discussions or negotiations with any Person, provide any non-public information to any Person or otherwise assist or cause or facilitate anyone else to solicit, initiate, encourage, or participate in any discussions or negotiations with any Person, or provide any non-public information to any Person or otherwise assist with respect to a possible: (a) amalgamation; (b) arrangement; (c) sale of substantially all of the shares or assets, or any controlling equity interest of Soleil; (d) transaction that may constitute a Take-over Proposal; or (e) any other similar-type transaction, the consummation of which would, or could reasonably be expected to, impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to reduce the benefits to Goldplay under this Agreement and will not waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits of Soleil under confidentiality agreements, including, without limitation, any standstill provisions thereunder; provided, however, that subject to Section 5.3 and Section 5.4 hereof, the Soleil Board may consider, negotiate, accept, approve or recommend to its shareholders, or enter into an agreement, understanding or arrangement in respect of, an unsolicited Soleil Superior Proposal.

Section 5.3 *Recommending Superior Proposal to Soleil Shareholders*

Prior to considering, negotiating, accepting, approving or recommending to the Soleil Shareholders or entering into an agreement, understanding or arrangement in respect of, an unsolicited Soleil Superior Proposal, Soleil will:

- (a) advise Goldplay in writing of the existence and terms of any such offer or proposal and provide copies thereof as soon as reasonably possible following receipt thereof by Soleil;
- (b) provide copies of any information provided to such other party, which has not already been made available to Goldplay; and
- (c) if requested by Goldplay, prior to accepting, recommending, approving or entering into any agreement to implement the Soleil Superior Proposal, to negotiate in good faith with Goldplay and its legal and financial advisors for a period of up to three (3) Business Days in a manner to permit Goldplay to make such adjustments in the terms and conditions of this Agreement as may be necessary or advisable in order to enable Soleil to proceed with the Amalgamation as amended rather than the Soleil Superior Proposal. In the event that Goldplay proposed to so amend this Agreement to provide substantially equivalent or superior value to that provided under the Soleil Superior Proposal, Soleil will not accept, recommend, approve or enter into any agreement to implement the Soleil Superior Proposal.

Section 5.4 *Soleil Superior Proposal*

Subject to Section 5.3 hereof, if prior to the completion of the Amalgamation, a bona fide transaction relating to an amalgamation, arrangement, sale of substantially all of the shares or assets, or any controlling equity interest of Soleil, Take-Over Proposal or any other similar-type transaction is proposed, offered or made to the Soleil Shareholders or to Soleil which, in the bona fide opinion of the Soleil Board would result in a financially superior transaction, directly or indirectly, for the Soleil Shareholders than that contemplated by the Amalgamation (any such proposal being referred to herein as a "**Soleil Superior Proposal**"), the Soleil Board may withdraw, modify or change its approval of the Amalgamation if, in the opinion of the Soleil Board, acting reasonably, such withdrawal, modification or change is required or would be consistent with the fiduciary duties of the Soleil Board under Applicable Laws.

**ARTICLE 6
COVENANTS OF GOLDPLAY**

Section 6.1 *Covenants of Goldplay*

Goldplay covenants and agrees that, until the earlier of the Effective Date or the date on which this Agreement is terminated, and unless otherwise contemplated herein:

- (a) other than as otherwise approved by Soleil in writing, Goldplay will not directly or indirectly, do or permit to occur, any of the following:
 - (i) amend or propose to amend its notice of articles or articles;
 - (ii) conduct any activity or operations that would be detrimental to the completion of the Amalgamation;
 - (iii) issue, sell, pledge, lease, dispose of, encumber or agree to issue, sell, pledge, lease, dispose of or encumber any additional shares of, or any options, warrants, calls, conversion privileges or rights of any kind to acquire any shares or other securities of, any capital stock or other securities of Goldplay;
 - (iv) split, combine or reclassify any outstanding shares or declare, set aside or pay any dividend or other distribution payable in cash, stock, property or otherwise with respect to any shares;
 - (v) redeem, purchase or offer to purchase any Goldplay Shares or other securities of Goldplay;
 - (vi) reduce the stated capital of Goldplay;
 - (vii) take any action that would render, or that reasonably may be expected to render, any material representation or warranty made by it in this Agreement untrue at any time prior to the Amalgamation becoming effective; and will not pay any dividends or make any other distribution to its shareholders or repay, other than in the ordinary course of business, any outstanding indebtedness;

- (viii) disclose to any Person, other than officers, directors and key employees and professional advisors of Goldplay, any confidential information relating to Soleil required to be disclosed by Applicable Laws or otherwise known to Goldplay or the public; or
 - (ix) subject to Section 8.1 and except as may be required by Applicable Laws or to secure any approvals, consents or authorizations necessary to carry out the transactions contemplated by this Agreement, issue any public statements with respect to the transactions contemplated by this Agreement without the prior consent and approval of Soleil provided that the Parties agree that this Agreement may be provided to the TSXV and attached to a material change report.
- (b) Goldplay will:
- (i) use its reasonable commercial efforts to fulfil or cause the fulfilment of the conditions set forth in Section 3.1 and Section 3.2 as soon as reasonably possible to the extent the fulfilment of the same is within the control of Goldplay;
 - (ii) not take any action which may reasonably be expected to result in a Material Adverse Change of Goldplay;
 - (iii) maintain insurance on and in respect of all the Goldplay Assets in like kind to, and in an amount not less than the amount of, insurance in respect of the Goldplay Assets in effect on the date hereof;
 - (iv) use its reasonable commercial efforts to preserve intact the business organization and goodwill of Goldplay, to keep available the services of the officers and employees of Goldplay as a group and to maintain satisfactory relationships with suppliers, distributors, customers and others having business relationships with Goldplay;
 - (v) promptly notify Soleil orally and in writing of any Material Adverse Change of Goldplay, and of any material governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) which may have a Material Adverse Effect, financial or otherwise, on the business, financial condition, assets, properties, liabilities or operations of Goldplay or the Goldplay Subsidiary;
 - (vi) assist Soleil in preparing and file and distribute to Goldplay Shareholders in a timely and expeditious manner, the Information Circular and any amendments or supplements thereto, in all jurisdictions where the same is required, complying in all material respects with all Applicable Laws and, without limiting the generality of the foregoing, ensure that the Information Circular provides Goldplay Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters before them, and Goldplay will set out Soleil Information in the Information Circular in the form approved by Soleil;

- (vii) make available and cause to be made available to Soleil, its agents and advisors, as Soleil may request, all documents and agreements (including without limitation, any correspondence between Goldplay and its advisors or any governmental body and all minute books) and access to the premises of Goldplay, field operations, records, computer systems and employees in any way relating to or affecting the Goldplay Assets or the financial status of Goldplay and such other documents or agreements as may be necessary to enable Soleil to verify the truth of the representations and warranties of Goldplay herein and compliance by Goldplay with the terms and conditions hereof, except where Goldplay is contractually precluded from making such document or agreement available, and cooperate with Soleil in securing access for Soleil to any such documentation not in the possession or under the control of Goldplay; and
- (viii) use its reasonable commercial efforts to conduct its affairs so that all of the representations and warranties of Goldplay contained herein, will be true and correct on and as of the Effective Date as if made thereon except as otherwise contemplated herein above.

Section 6.2 *Non-Solicitation/Standstill Agreement*

Subject to the provisions of Section 6.3 and Section 6.4 as long as this Agreement is in effect, Goldplay will not, directly or indirectly, through officers, directors, affiliates, representatives, advisors, agents, investment bankers, consultants or otherwise, take any action to solicit, initiate, encourage, or participate in any discussions or negotiations with any Person, provide any non-public information to any Person or otherwise assist or cause or facilitate anyone else to solicit, initiate, encourage, or participate in any discussions or negotiations with any Person, or provide any non-public information to any Person or otherwise assist with respect to a possible: (a) amalgamation; (b) arrangement; (c) sale of substantially all of the shares or assets, or any controlling equity interest of Goldplay; (d) transaction that may constitute a Take-over Proposal; or (e) any other similar-type transaction, the consummation of which would, or could reasonably be expected to, impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to reduce the benefits to Soleil under this Agreement and will not waive, or otherwise forbear in the enforcement of, or enter into or participate in any discussions, negotiations or agreements to waive or otherwise forbear in respect of, any rights or other benefits of Goldplay under confidentiality agreements, including, without limitation, any standstill provisions thereunder; provided, however, that subject to Section 6.3 and Section 6.4 hereof, the Goldplay Board may consider, negotiate, accept, approve or recommend to its shareholders, or enter into an agreement, understanding or arrangement in respect of, an unsolicited Goldplay Superior Proposal.

Section 6.3 *Recommending Superior Proposal to Goldplay Shareholders*

Prior to considering, negotiating, accepting, approving or recommending to the Goldplay Shareholders or entering into an agreement, understanding or arrangement in respect of, an unsolicited Goldplay Superior Proposal, Goldplay will:

- (a) advise Soleil in writing of the existence and terms of any such offer or proposal and provide copies thereof as soon as reasonably possible following receipt thereof by Goldplay;
- (b) provide copies of any information provided to such other party, which has not already been made available to Soleil; and
- (c) if requested by Soleil, prior to accepting, recommending, approving or entering into any agreement to implement the Goldplay Superior Proposal, to negotiate in good faith with Soleil and its legal and financial advisors for a period of up to three (3) Business Days in a manner to permit Soleil to make such adjustments in the terms and conditions of this Agreement as may be necessary or advisable in order to enable Soleil to proceed with the Amalgamation as amended rather than the Goldplay Superior Proposal. In the event that Soleil proposed to so amend this Agreement to provide substantially equivalent or superior value to that provided under the Goldplay Superior Proposal, Goldplay will not accept, recommend, approve or enter into any agreement to implement the Goldplay Superior Proposal.

Section 6.4 *Goldplay Superior Proposal*

Subject to Section 6.3 hereof, if prior to the completion of the Amalgamation, a bona fide transaction relating to an amalgamation, arrangement, sale of substantially all of the shares or assets, or any controlling equity interest of Goldplay, Take-Over Proposal or any other similar-type transaction is proposed, offered or made to the Goldplay Shareholders or to Goldplay which, in the bona fide opinion of the Goldplay Board would result in a financially superior transaction, directly or indirectly, for the Goldplay Shareholders than that contemplated by the Amalgamation (any such proposal being referred to herein as a “**Goldplay Superior Proposal**”), the Goldplay Board may withdraw, modify or change its approval of the Amalgamation if, in the opinion of the Goldplay Board, acting reasonably, such withdrawal, modification or change is required or would be consistent with the fiduciary duties of the Goldplay Board under Applicable Laws.

Section 6.5 *Indemnification of Soleil*

Goldplay will indemnify and save harmless Soleil and the directors, officers and agents of Soleil from and against any and all liabilities, claims, demands, losses, costs, damages and expenses (excluding any loss of profits or consequential damages) to which Soleil, or any director, officer or agent thereof, may be subject or which Soleil, or any director, officer or agent thereof, may suffer or incur, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of any Misrepresentation or alleged Misrepresentation in Goldplay Information contained or incorporated by reference in the Information Circular.

**ARTICLE 7
TERM AND TERMINATION**

Section 7.1 *Term.*

This Agreement will be effective from the date hereof until the earlier of the Effective Date and the termination of this Agreement in accordance with its terms.

Section 7.2 *Mutual Termination.*

This Agreement may, prior to the Effective Time, be terminated:

- (a) by mutual written agreement of Soleil and Goldplay;
- (b) by either Soleil or Goldplay if any of the conditions precedent set forth in Section 3.1 is not satisfied on the date specified therein, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(b) if the failure to satisfy a condition in Section 3.1 has been caused by, or is a result of, a material breach by a Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement; or
- (c) by either Soleil or Goldplay if the Effective Time does not occur on or prior to the Termination Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(c) if the failure of the Effective Time to so occur has been caused by, or is a result of, a material breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement.

Section 7.3 *Termination by Soleil.*

Notwithstanding any other rights contained herein, Soleil may terminate this Agreement provided that it is not materially in default of any of its representations, warranties or covenants under this Agreement, upon notice to Goldplay, if:

- (a) any of the conditions precedent set forth in Section 3.2 is not satisfied on the date specified therein;
- (b) a material breach of any representation or warranty or failure to perform any covenant or agreement on the part of Goldplay under this Agreement occurs and (i) such breach or failure to perform has not been cured within five (5) Business Days from the date the breach or failure to perform is first discovered, or (ii) if the breach or non-performance is incapable of being cured (and provided that Soleil had no knowledge at the date of this Agreement of any breaches of covenants or inaccuracies of representations and warranties, and further provided that any intentional breach by Goldplay will be deemed to be incurable); or
- (c) prior to the approval of the Soleil Amalgamation Resolution, the Soleil Board authorizes Soleil to enter into a written agreement with respect to a Soleil Superior Proposal, provided Soleil is then in compliance with Section 5.2, Section 5.3 and Section 5.4.

Section 7.4 *Termination by Goldplay.*

Notwithstanding any other rights contained herein, Goldplay may terminate this Agreement provided that it is not materially in default of any of its representations, warranties or covenants under this Agreement, upon notice to Soleil, if:

- (a) any of the conditions precedent set forth in Section 3.3 is not satisfied on the date specified therein;
- (b) a material breach of any representation or warranty or failure to perform any covenant or agreement on the part of Soleil under this Agreement occurs and (i) such breach or failure to perform has not been cured within five (5) Business Days from the date the breach or failure to perform is first discovered, or (ii) if the breach or non-performance is incapable of being cured (and provided that Goldplay had no knowledge at the date of this Agreement of any breaches of covenants or inaccuracies of representations and warranties, and further provided that any intentional breach by Soleil will be deemed to be incurable); and
- (c) prior to the approval of the Goldplay Amalgamation Resolution, the Goldplay Board authorizes Goldplay to enter into a written agreement with respect to a Goldplay Superior Proposal, provided Goldplay is then in compliance with Section 6.2, Section 6.3 and Section 6.4.

Section 7.5 ***Effect of Termination.***

If this Agreement is terminated pursuant to Section 7.1, Section 7.2, Section 7.3, or Section 7.4, this Agreement will become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to the other Party, except that in the event of termination, this Section 7.5 through to and including Section 11.11 will survive, and provided further that no Party will be relieved of any liability for any wilful breach by it of this Agreement. As used in this section, "wilful breach" means a breach that is a consequence of an act undertaken by the breaching Party with the actual knowledge that the taking of such act would, or would be reasonably expected to, cause a breach of this Agreement.

ARTICLE 8
DISCLOSURE

Section 8.1 ***Disclosure***

Upon execution of this Agreement, the Parties will issue a joint press release which announces that the Parties have entered into a formal agreement providing for the implementation of the Amalgamation. No Party will disclose, by press release, any aspect of the transactions contemplated hereby, without prior written consent of the other Party. Notwithstanding the foregoing, if either Party is required by Applicable Laws to make any disclosure relating to the transactions contemplated herein, such disclosure may be made, but that Party will inform, to the extent reasonably feasible, the other Party as to the wording of such disclosure prior to its being made.

ARTICLE 9
PRIVACY ISSUES

Section 9.1 ***Privacy Issues***

- (a) For the purposes of this Article 9, the following definitions will apply:

- (i) **“applicable law”** means, in relation to any Person, transaction or event, all applicable provisions of laws, statutes, rules, regulations, official directives and orders of and the terms of all judgements, orders and decrees issued by any authorized authority by which such Person is bound or having application to the transaction or event in question, including applicable privacy laws;
 - (ii) **“applicable privacy laws”** means any and all applicable laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law including the *Personal Information Protection Act* (British Columbia);
 - (iii) **“authorized authority”** means, in relation to any Person, transaction or event, any (a) federal provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign, (b) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government, (c) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions, and (d) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such Person, transaction or event; and
 - (iv) **“Personal Information”** means information about an individual.
- (b) The Parties hereto acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use and disclosure of Personal Information acquired by or disclosed to either Party pursuant to or in connection with this Agreement (the **“Disclosed Personal Information”**).
 - (c) Neither Party will use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Amalgamation.
 - (d) Each Party acknowledges and confirms that the disclosure of the Disclosed Personal Information is necessary for the purposes of determining if the Parties will proceed with the Amalgamation, and that the disclosure of the Disclosed Personal Information relates solely to the carrying on of the business and the completion of the Amalgamation.
 - (e) Each Party acknowledges and confirms that it has and will continue to employ appropriate technology and procedures in accordance with applicable law to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.
 - (f) Each Party will at all times keep strictly confidential all Disclosed Personal Information provided to it, and will instruct those employees or advisors responsible for processing

such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the Parties' obligations hereunder. Each Party will ensure that access to the Disclosed Personal Information will be restricted to those employees or advisors of the respective Party who have a bona fide need to access such information in order to complete the Amalgamation.

- (g) Each Party will promptly notify the other Party to this Agreement of all inquiries, complaints, requests for access, and claims of which the Party is made aware in connection with the Disclosed Personal Information. The Parties will fully co-operate with one another, with the Persons to whom the Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, and claims.
- (h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of either Party, the other Party will forthwith cease all use of the Personal Information acquired by such Party in connection with this Agreement and will return to the other Party or, at such Party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies).

ARTICLE 10 NOTICES

Section 10.1 *General.*

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Party to any other Party will be in writing and may be given by delivering same or sending same by facsimile or email transmission or by hand delivery addressed to the Party to whom the notice is to be given at its address for service herein. Any notice, consent, waiver, direction or other communication aforesaid will, if delivered, be deemed to have been given and received on the date on which it was delivered to the address provided herein (if a Business Day and, if not, the next succeeding Business Day) and if sent by facsimile or email transmission be deemed to have been given and received at the time of receipt unless actually received after 4:00 p.m. at the point of delivery in which case it will be deemed to have been given and received on the next Business Day.

Section 10.2 *Address for Notices.*

The address for service of each of the Parties will be as follows:

if to Soleil:

Soleil Capital Corp.
c/o Rockmount Financial Corporation
305 – 999 – Eighth Street S.W.
Calgary, Alberta T2R 1J5
Fax Number: (403) 303-2774
Email: cpc.thomson@icloud.com
Attention: Michael Thomson

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

Pushor Mitchell LLP
301 – 1665 Ellis Street
Kelowna, British Columbia V1Y 2B3
Fax No.: (250) 762-9115
Email: inman@pushormitchell.com
Attention: Keith Inman

if to Goldplay:

Goldplay Exploration Ltd.
2300 – 1177 West Hastings Street
Vancouver, British Columbia V6E 2K3
Fax Number: 604-408-7499
Email: marcio@goldplayexploration.com
Attention: Marcio Fonseca

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

K MacInnes Law Group
Suite 1100, 736 Granville Street
Vancouver, British Columbia V6Z 1G3
Fax Number: (604) 633-4897
Email: kmacinnnes@macinneslaw.com
Attention: Kathleen MacInnes

ARTICLE 11 GENERAL

Section 11.1 Amendments.

This Agreement may, at any time and from time to time before or after the date of approval of the Soleil Amalgamation Resolution or the Goldplay Amalgamation Resolution, as applicable, be amended by written agreement of the Parties without further notice to or authorization on the part of their respective securityholders, and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation, term or provision contained herein or in any document delivered pursuant hereto; or
- (c) waive compliance with or modify any of the covenants or conditions herein contained and waive or modify performance of any of the obligations of the Parties;

provided that any such amendment may not reduce or materially adversely affect the consideration to be received by the Soleil Shareholders and the Goldplay Shareholders pursuant to the Amalgamation.

Section 11.2 Costs.

Each Party hereto covenants and agrees to bear its own costs and expenses in connection with the transactions contemplated hereby.

Section 11.3 Time.

Time will be of the essence in this Agreement.

Section 11.4 Entire Agreement.

This Agreement, from the date hereof, constitutes the entire agreement and supersedes all other prior agreements and undertakings, both written and oral, between the Parties with respect to the subject matter hereof, including without limitation the Letter of Intent, and is not intended to confer upon any other Person any rights or remedies hereunder.

Section 11.5 Severability.

If any one or more of the provisions or parts thereof contained in this Agreement should be or become invalid, illegal or unenforceable in any respect in any jurisdiction, the remaining provisions or parts thereof contained herein will be and will be conclusively deemed to be, as to such jurisdiction, severable therefrom and:

- (a) the validity, legality or enforceability of such remaining provisions or parts thereof will not in any way be affected or impaired by the severance of the provisions or parts thereof severed; and
- (b) the invalidity, illegality or unenforceability of any provision or part thereof contained in this Agreement in any jurisdiction will not affect or impair such provision or part thereof or any other provisions of this Agreement in any other jurisdiction.

Section 11.6 Further Assurances.

Each Party will, from time to time, and at all times hereafter, at the request of the other Party, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as will be reasonably required in order to fully perform and carry out the terms and intent hereof.

Section 11.7 Governing Law.

This Agreement will be governed by, and be construed in accordance with the laws of the Province of British Columbia and applicable laws of Canada but the reference to such laws will not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia. Each Party hereby irrevocably attorns to the jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under or in relation to this Agreement.

Section 11.8 *Execution in Counterpart.*

This Agreement may be executed in identical counterparts, each of which is and is hereby conclusively deemed to be an original and counterparts collectively are to be conclusively deemed one instrument.

Section 11.9 *Electronic Transmission*

Electronic transmission of an executed counterpart of this Agreement and any amendment, supplement or restatement to or of this Agreement will be deemed to constitute due and sufficient delivery of such counterpart.

Section 11.10 *Waiver.*

No waiver by any Party will be effective unless in writing and any waiver will affect only the matter, and the occurrence thereof, specifically identified and will not extend to any other matter or occurrence.

Section 11.11 *Enurement and Assignment.*

This Agreement will enure to the benefit of and be binding upon the Parties and their respective successors and assigns. This Agreement may not be assigned by any Party without the prior consent of the other Party.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

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

SOLEIL CAPITAL CORP.

Per: 
Michael Thomson

GOLDPLAY EXPLORATION LTD.

Per: 
Marcio Fonseca

SCHEDULE A
AMALGAMATION APPLICATION



Telephone: 1 877 526-1526
www.bcreg.ca

Mailing Address: PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3

Courier Address: 200 - 940 Blanshard Street
Victoria BC V8W 3E6

DO NOT MAIL THIS FORM to BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the Business Corporations Act requires the electronic version of this form to be filed on the internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the FOIPPA and the Business Corporations Act for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Manager of Registries Operations at 1 877 526-1526, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION - When the amalgamation is complete, your company will be a BC limited company.

What kind of company(ies) will be involved in this amalgamation? (Check all applicable boxes.)

- BC company
BC unlimited liability company

B NAME OF COMPANY - Choose one of the following:

The name _____ is the name reserved for the amalgamated company. The name reservation number is: _____

OR

The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is: GOLDPLAY EXPLORATION LTD.

The incorporation number of that company is: BC0954834

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT - Please indicate the statement applicable to this amalgamation.

With Court Approval: This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

Without Court Approval: This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D AMALGAMATION EFFECTIVE DATE – Choose one of the following:

The amalgamation is to take effect at the time that this application is filed with the registrar.

YYYY/MM/DD

The amalgamation is to take effect at 12:01 a.m. Pacific Time on _____ being a date that is not more than ten days after the date of the filing of this application.

The amalgamation is to take effect at 12:01 a.m. or p.m. Pacific Time on _____ being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. GOLDPLAY EXPLORATION LTD.	BC0954834	
2. SOLEIL CAPITAL CORP.	BC1093551	
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. MARCIO FONSECA	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
2. MICHAEL THOMSON	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
3.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
4.	X	
NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in item B of the Amalgamation Application.

GOLDPLAY EXPLORATION LTD.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME

FIRST NAME

MIDDLE NAME

SEE ATTACHED SCHEDULE "A"

DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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LAST NAME	FIRST NAME	MIDDLE NAME
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DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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LAST NAME	FIRST NAME	MIDDLE NAME
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DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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LAST NAME	FIRST NAME	MIDDLE NAME
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DELIVERY ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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MAILING ADDRESS	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
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D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE SUITE 1100 - 736 GRANVILLE STREET, VANCOUVER	PROVINCE BC	POSTAL CODE V6Z 1G3
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MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE SUITE 1100 - 736 GRANVILLE STREET, VANCOUVER	PROVINCE BC	POSTAL CODE V6Z 1G3
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E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE SUITE 1100 - 736 GRANVILLE STREET, VANCOUVER	PROVINCE BC	POSTAL CODE V6Z 1G3
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MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE SUITE 1100 - 736 GRANVILLE STREET, VANCOUVER	PROVINCE BC	POSTAL CODE V6Z 1G3
---	-----------------------	-------------------------------

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✓)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✓)	WITH A PAR VALUE OF (\$)	Type of currency	YES (✓)	NO (✓)
COMMON	✓		✓				✓

Schedule "A"
to Notice of Articles

C. DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	DELIVERY ADDRESS (INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE)	MAILING ADDRESS (INCLUDING PROVINCE/STATE, COUNTRY AND POSTAL/ZIP CODE)
Bahrey	Darren G	3A – 34 Powell Street Vancouver, BC V6Z 1E7	3A – 34 Powell Street Vancouver, BC V6Z 1E7
Daun	Heye	14 Gladiolus Avenue Vredehoek 8001, South Africa	14 Gladiolus Avenue Vredehoek 8001, South Africa
DeMichele	Gino	211 Church Ranches Way Calgary, AB T3R 1B2	211 Church Ranches Way Calgary, AB T3R 1B2
Diaz	Laura	Culliacan 76, Colonia Hipodromo 06100 Mexico City, Mexico	Culliacan 76, Colonia Hipodromo 06100 Mexico City, Mexico
Fonseca	Marcio	305 – 1263 Barclay Street Vancouver, BC V6E 1H5	305 – 1263 Barclay Street Vancouver, BC V6E 1H5
Friedman	Alan	7 Coulson Ave Toronto, ON M4V 1Y3	7 Coulson Ave Toronto, ON M4V 1Y3
Thomson	Michael	2419 – 32 nd Avenue SW Calgary, AB T2T 1X4	2419 – 32 nd Avenue SW Calgary, AB T2T 1X4

SCHEDULE B

ARTICLES OF AMALCO

Incorporation number: BC _____

AMALCO
(the "Company")

ARTICLES

Full Name and signature of each incorporator	Date of signing
AMALCO Per: _____ <i>Authorized Signatory</i> <i>(Signature of Incorporator)</i>	◆
Full name and signature of a director or officer of the company	Date of signing
_____ <i>(Signature of Director or Officer)</i> _____ <i>(Please print full name of Director or Officer)</i> _____ <i>(Please print relationship to Company)</i>	◆

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1. INTERPRETATION

1.1 Definitions

In these Articles, unless the context otherwise requires:

- (a) **“appropriate person”** has the meaning assigned in the *Securities Transfer Act*;
- (b) **“board of directors”, “directors”** and **“board”** mean the directors or sole director of the Company for the time being;
- (c) **“Business Corporations Act”** means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (d) **“Interpretation Act”** means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;
- (e) **“legal personal representative”** means the personal or other legal representative of a shareholder;
- (f) **“month”** means a calendar month;
- (g) **“protected purchaser”** has the meaning assigned in the *Securities Transfer Act*;
- (h) **“registered address”** of a director means the director’s address as recorded in the register of directors of the Company;
- (i) **“registered address”** of a shareholder means the shareholder’s address as recorded in the central securities register of the Company;
- (j) **“registered owner”** or **“registered holder”** or **“holder”** when used with respect to a share of the Company means the person registered in the central securities register of the Company in respect of such share;
- (k) **“regulations”** means the regulations from time to time in force and made pursuant to the *Business Corporations Act*;
- (l) **“seal”** means the seal of the Company, if any;
- (m) **“securities legislation”** means statutes concerning the regulation of securities markets and trading in securities and the regulations, rules, forms and schedules under those statutes, all as amended from time to time, and the blanket rulings and orders, as amended from time to time, issued by the securities commissions or similar regulatory authorities appointed under or pursuant to those statutes; **“Canadian securities legislation”** means the securities legislation in any province or territory of Canada and includes the *Securities Act* (British Columbia); and **“U.S. securities legislation”** means the securities legislation in the federal jurisdiction of the United States and in any state of the United States and includes the Securities Act of 1933 and the Securities Exchange Act of 1934; and
- (n) **“Securities Transfer Act”** means the *Securities Transfer Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act.

1.2 References to Writing

Expressions referring to writing will be construed as including printing, lithography, typewriting, photography, photocopying, facsimile transmission, electronic media and all other modes of representing or reproducing words in a visible form.

1.3 Business Corporations Act and Interpretation Act Definitions Applicable

The definitions in the *Business Corporations Act* and the definitions and rules of construction in the *Interpretation Act*, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the *Business Corporations Act* and a definition or rule in the *Interpretation Act* relating to a term used in these Articles, the definition in the *Business Corporations Act* will prevail in relation to the use of the term in these Articles. If there is a conflict or inconsistency between these Articles and the *Business Corporations Act*, the *Business Corporations Act* will prevail.

1.4 Table 1 Not Applicable

The provisions contained in Table 1 to the regulations to the *Business Corporations Act* shall not apply to the Company.

2. SHARES AND SHARE CERTIFICATES

2.1 Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2 Form of Share Certificate

Each share certificate issued by the Company will be in such form as the directors may approve from time to time and will comply with, and be signed as required by, the *Business Corporations Act*.

2.3 Shareholder Entitled to Certificate or Acknowledgment

Unless the shares of which the shareholder is the registered owner are uncertificated shares, each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name; or (b) a non-transferable written acknowledgment of the shareholder's right to obtain such a share certificate, provided that in respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgment, and delivery of a share certificate or an acknowledgment to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all. The Company will not be bound to issue certificates representing redeemable shares if such shares are to be redeemed within one month of the date on which they are allotted.

2.4 Delivery by Mail

Any share certificate or non-transferable written acknowledgment of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company nor any transfer agent is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5 Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate is worn out or defaced, they may, on production to the Company of the share certificate or acknowledgment, as the case may be, and on such other terms, if any, as they may think fit:

- (a) order the share certificate or acknowledgment, as the case may be, to be cancelled; and

- (b) issue a replacement share certificate or acknowledgment, as the case may be, in lieu thereof.

2.6 Replacement of Lost, Destroyed or Wrongfully Taken Certificate

If a person entitled to a share certificate claims that the share certificate has been lost, destroyed or wrongfully taken, the Company may issue a new share certificate, if that person:

- (a) so requests before the Company has notice that the share certificate has been acquired by a protected purchaser;
- (b) provides the Company with an indemnity bond sufficient in the Company's judgment to protect the Company from any loss that the Company may suffer by issuing a new certificate; and
- (c) satisfies any other reasonable requirements imposed by the directors.

A person entitled to a share certificate may not assert against the Company a claim for a new share certificate where a share certificate has been lost, apparently destroyed or wrongfully taken if that person fails to notify the Company of that fact within a reasonable time after that person has notice of it and the Company registers a transfer of the shares represented by the certificate before receiving a notice of the loss, apparent destruction or wrongful taking of the share certificate.

2.7 Recovery of New Share Certificate

If, after the issue of a new share certificate, a protected purchaser of the original share certificate presents the original share certificate for the registration of transfer, then in addition to any rights on the indemnity bond, the Company may recover the new share certificate from a person to whom it was issued or any person taking under that person other than a protected purchaser.

2.8 Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as represented by the share certificate so surrendered, the Company will cancel the surrendered share certificate and issue, in lieu thereof, share certificates in accordance with such request.

2.9 Certificate Fee

The directors may from time to time determine the amount of a charge, not exceeding the amount prescribed under the *Business Corporations Act* or the regulations, to be imposed for each certificate issued under Articles 2.5, 2.6 or 2.8.

2.10 Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1 Directors Authorized

Subject to the *Business Corporations Act* and the rights, if any, of the holders of issued shares of the Company, the shares of the Company will be under the control of the directors, who may issue, allot, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2 Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company. The directors will determine, in their sole discretion, what is reasonable in the circumstances.

3.3 Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4 Conditions of Issue

Except as provided for by the *Business Corporations Act*, no share may be issued until it is fully paid and the Company will have received the full consideration therefor in cash, property or past services actually performed for the Company. A document evidencing indebtedness of the allottee is not property for the purposes of this Article 3.4. The value of property or services for the purpose of this Article 3.4 will be the value determined by the directors by resolution to be, in all the circumstances of the transaction, no greater than the fair market value thereof. The full consideration for a share issued by way of dividend will be the amount determined by the directors to be the amount of the dividend.

3.5 Share Purchase Warrants and Rights

Subject to the *Business Corporations Act*, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1 Central Securities Register

The Company will maintain at its records office or another location in British Columbia designated by the directors a central securities register as required by the *Business Corporations Act*. The Company may maintain branch securities registers at any locations inside or outside British Columbia designated by the directors. The directors may appoint one or more trust companies or other persons authorized by the *Business Corporations Act* (as the case may be, a "trust company") to maintain the aforesaid central securities register and branch securities registers. The directors may also appoint one or more trust companies, including the trust company which keeps the central securities register, as transfer agent for its shares or any class or series thereof, as the case may be, and the same or another trust company or companies as registrar for its shares or any class or series thereof, as the case may be. The

directors may terminate the appointment of any such trust company at any time and may appoint another trust company in its place.

4.2 Closing Register

The Company will not at any time close its central securities register.

5. SHARE TRANSFERS

5.1 Registering Transfers

Subject to the *Business Corporations Act*, a transfer of a share of the Company must not be registered unless the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

- (a) in the case of a share certificate that has been issued by the Company in respect of the share to be transferred, that share certificate and a written instrument of transfer (which may be on a separate document or endorsed on the share certificate) made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
- (b) in the case of a non-transferable written acknowledgment of the shareholder's right to obtain a share certificate that has been issued by the Company in respect of the share to be transferred, a written instrument of transfer that directs that the transfer of the shares be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person;
- (c) in the case of a share that is an uncertificated share, a written instrument of transfer that directs that the transfer of the share be registered, made by the shareholder or other appropriate person or by an agent who has actual authority to act on behalf of that person; and
- (d) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, that the written instrument of transfer is genuine and authorized and that the transfer is rightful or to a protected purchaser.

5.2 Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors or the transfer agent for the class or series of shares to be transferred.

5.3 Transferor Remains Shareholder

Except to the extent that the *Business Corporations Act* otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4 Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgments deposited with the instrument of transfer:

- (a) in the name of the person named as transferee in that instrument of transfer; or
- (b) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5 Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgment of a right to obtain a share certificate for such shares.

5.6 Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1 Legal Personal Representative Recognized on Death

In the case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder's interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the directors may require the original grant of probate or letters of administration or a Court certified copy of them or the original or a Court certified or authenticated copy of the grant of representation, will, order or other instrument or other evidence of the death under which title to the shares or securities is claimed to vest, and produce such documents and do such things as the *Business Corporations Act* requires.

6.2 Rights of Legal Personal Representative on Death

Upon the death of a shareholder, his or her personal representative, although not a shareholder, has the same rights, privileges and obligations that attach to the shares formerly held by the deceased shareholder, including the right to transfer the shares in accordance with these Articles, if appropriate evidence of appointment or incumbency within the meaning of s. 87 of the *Securities Transfer Act* has been deposited with the Company and if the documents and steps required in that regard by the *Business Corporations Act* have been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

6.3 Rights of Legal Personal Representative on Bankruptcy

Upon the bankruptcy of a shareholder, such shareholder's trustee in bankruptcy, although not a shareholder, has the same rights, privileges and obligations that attach to the shares held by the bankrupt shareholder, including the right to transfer the shares in accordance with these Articles, if appropriate evidence of appointment or incumbency within the meaning of s. 87 of the *Securities Transfer Act* has been deposited with the Company and if the documents and steps required in that regard by the *Business Corporations Act* have been deposited with the Company.

6.4 Registration on Transfer of Shares after Death or Bankruptcy

Any person becoming entitled to a share in consequence of the death or bankruptcy of a shareholder will, upon such documents and evidence being produced to the Company as the *Business Corporations Act* and *Securities Transfer Act* require, or who becomes entitled to a share as a result of an Order of a Court of competent jurisdiction or a statute, have the right either to be registered as a shareholder in his or her representative capacity in respect of such share or, if he or she is a personal representative or trustee in bankruptcy, instead of being registered himself or herself, to make such transfer of the share as the deceased or bankrupt person could have made. Notwithstanding the foregoing, the directors will, as regards a transfer by a personal representative or trustee in bankruptcy, have the same right, if any, to decline or suspend registration of a transferee as they would have in the case of a transfer of a share by the deceased or bankrupt person before the death or bankruptcy.

7. ACQUISITION OF COMPANY'S SHARES

7.1 Company Authorized to Purchase or Otherwise Acquire Shares

Subject to Article 7.2, the special rights or restrictions attached to the shares of any class or series of shares and the *Business Corporations Act*, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2 No Purchase, Redemption or Other Acquisition When Insolvent

The Company must not make a payment or provide any other consideration to purchase, redeem or otherwise acquire any of its shares if there are reasonable grounds for believing that:

- (a) the Company is insolvent; or
- (b) making the payment or providing the consideration would render the Company insolvent.

7.3 Sale and Voting of Purchased, Redeemed or Otherwise Acquired Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

- (a) is not entitled to vote the share at a meeting of its shareholders;
- (b) must not pay a dividend in respect of the share; and
- (c) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

- (a) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that the directors consider appropriate;
- (b) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as the directors consider appropriate;

- (c) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and
- (d) mortgage, charge (whether by way of specific or floating charge), grant a security interest in, or give other security on, the whole or any part of the present and future property, assets and undertaking of the Company.

Any bonds, debentures, notes or other debt obligations of the Company may be issued at a discount, premium or otherwise and with any special privileges as to redemption, surrender, drawing, allotment of or conversion into or exchange for shares or other securities, attending and voting at meetings of the shareholders of the Company, appointment of directors or otherwise and may by their terms be assignable free from any equities between the Company and the person to whom they were issued or any subsequent holder thereof, all as the directors may determine.

9. ALTERATIONS

9.1 Alteration of Authorized Share Structure

Subject to Article 9.2 and the *Business Corporations Act*, the directors may by resolution change the authorized share structure of the Company by:

- (a) creating one or more classes or series of shares;
- (b) increasing, reducing or eliminating the maximum number of shares that the Company is authorized to issue out of any class or series of shares;
- (c) establishing a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;
- (d) subdividing all or any of its unissued, or fully paid issued, shares of the Company with par value into shares of smaller par value;
- (e) subdividing all or any of its unissued, or fully paid issued, shares of the Company without par value;
- (f) consolidating all or any of its unissued, or fully paid issued, shares of the Company with par value into shares of larger par value;
- (g) consolidating all or any of its unissued, or fully paid issued, shares of the Company without par value;
- (h) if the Company is authorized to issue shares of a class of shares with par value:
 - (i) decreasing the par value of those shares; or
 - (ii) increasing the par value of those shares if none of the shares of that class of shares are allotted or issued;
- (i) eliminating any class or series of shares of the Company if none of the shares of that class or series of shares are allotted or issued;
- (j) changing all or any of its unissued, or fully paid issued, shares of the Company with par value into shares without par value;

- (k) changing all or any of its unissued, or fully paid issued, shares of the Company without par value into shares with par value;
- (l) altering the identifying name of any of the shares of the Company; or
- (m) otherwise altering the Company's shares or authorized share structure when required or permitted to do so by the *Business Corporations Act*;

and, the directors may, by resolution, authorize and cause the Company to alter its Notice of Articles to reflect any change in the authorized share structure of the Company pursuant to this Article 9.1 or otherwise.

Notwithstanding this Article 9.1, if any change in the authorized share structure of the Company would result in a right or special right attached to issued shares being prejudiced or interfered with, special rights or restrictions being created and attached to a class or series of shares or special rights and restrictions being varied or deleted from a class or series of shares, the change must be authorized as provided for in Articles 9.2 and 9.3.

9.2 Special Rights or Restrictions

Subject to the *Business Corporations Act*, the Company may by ordinary resolution:

- (a) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or
- (b) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued;

and the Company may, by ordinary resolution, alter these Articles to reflect any such creation and attachment, variation or deletion of special rights or restrictions pursuant to this Article 9.2.

9.3 No Prejudice to Existing Shareholders

Notwithstanding anything else contained in this Part 9, no right or special right attached to issued shares may be prejudiced or interfered with unless the shareholders holding shares of the class or series of shares to which the right or special right is attached consent by a separate ordinary resolution of those shareholders.

9.4 Change of Name

The directors may by resolution authorize and cause the Company to alter its Notice of Articles in order to change its name.

9.5 Other Alterations

Unless a different type of resolutions is required by the *Business Corporations Act* or these Articles, the directors may by resolution authorize and cause the Company to make any alterations to its Notice of Articles or these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1 Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the *Business Corporations Act*, the Company must hold its first annual general meeting within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors at a location inside or outside of the Province of British Columbia.

10.2 Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution under the *Business Corporations Act* to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3 Calling of Meetings of Shareholders

The directors may, whenever they think fit, call a meeting of shareholders to be held at such time and place as may be determined by the directors.

10.4 Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

- (a) if and for so long as the Company is a public company, 21 days; and
- (b) otherwise, 10 days.

10.5 Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.6 Record Date for Voting

The directors may set a date as the record date for the purpose of determining the shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the *Business Corporations Act*, by more than four months. If no record date is set, the record date is 5:00 p.m. (local time at the place of the Company's records office) on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7 Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

- (a) state the general nature of the special business; and
- (b) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:
 - (i) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and
 - (ii) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1 Special Business

At a meeting of shareholders, the following business is special business:

- (a) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;
- (b) at an annual general meeting, all business is special business except for the following:
 - (i) business relating to the conduct of or voting at the meeting;
 - (ii) consideration of any financial statements of the Company and any reports of the directors or auditor;
 - (iii) fixing or changing of the number of directors;
 - (iv) the election or appointment of directors;
 - (v) the appointment of an auditor;
 - (vi) fixing the remuneration of the auditor;
 - (vii) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution; and
 - (viii) any other business which, under these Articles or the *Business Corporations Act*, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2 Special Resolution Majority

The majority of votes required for the Company to pass a special resolution at a meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3 Resolutions by Ordinary Resolution

Unless the *Business Corporations Act* or these Articles otherwise provide, any action to be taken by a resolution of the shareholders may be taken by an ordinary resolution.

11.4 Quorum

Subject to the special rights or restrictions attached to the shares of any class or series of shares and to Article 11.5, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who are entitled to vote at the meeting.

11.5 One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

- (a) the quorum is one person who is, or who represents by proxy, that shareholder, and
- (b) that shareholder, present in person or by proxy, may constitute the meeting.

11.6 Persons Entitled to Attend Meeting

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president or any other senior officer of the Company (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any other persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the *Business Corporations Act* or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.7 Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but a quorum need not be present throughout the meeting.

11.8 Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

- (a) in the case of a general meeting requisitioned by shareholders, the meeting will be dissolved; and
- (b) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place, and, if at the adjourned meeting a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting will constitute a quorum.

11.9 Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

- (a) the chair of the board, if any;
- (b) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any; or
- (c) if the chair of the board and the president are absent or unwilling to act as chair of the meeting, the solicitor for the Company.

11.10 Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board, president or solicitor for the Company present within 15 minutes after the time set for holding the meeting, or if the chair of the board, the president and the solicitor for the Company are unwilling to act as chair of the meeting, or if the chair of the board, the president and the solicitor for the Company have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11 Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12 Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13 Decisions by Show of Hands or Poll

Subject to the *Business Corporations Act*, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

11.14 Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15 Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16 Casting Vote

The chair of the meeting will be entitled to vote any shares carrying the right to vote held by him or here but in the case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17 Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

- (a) the poll must be taken:
 - (i) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and
 - (ii) in the manner, at the time and at the place that the chair of the meeting directs;
- (b) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and
- (c) the demand for the poll may be withdrawn by the person who demanded it.

11.18 Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19 Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20 Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21 No Demand for Poll on Election of Chair

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22 Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of the meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23 Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1 Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

- (a) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and
- (b) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2 Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3 Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

- (a) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or
- (b) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4 Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders registered in respect of that share.

12.5 Representative of a Corporate Shareholder

If a corporation that is not a subsidiary of the Company is a shareholder, that corporation may appoint a person to act as its representative at any meeting of shareholders of the Company, and:

- (a) for that purpose, the instrument appointing a representative must be received:
 - (i) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or
 - (ii) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;
- (b) if a representative is appointed under this Article 12.5:

- (i) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and
- (ii) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages in any medium.

12.6 When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

- (a) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;
- (b) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting;
- (c) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting; or
- (d) the Company is a public company.

12.7 When Proxy Provisions Do Not Apply to the Company

If and for so long as the Company is a public company, Articles 12.8 to 12.16 apply only insofar as they are not inconsistent with any Canadian securities legislation applicable to the Company, any U.S. securities legislation applicable to the Company or any rules of an exchange on which securities of the Company are listed.

12.8 Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.9 Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.10 Deposit of Proxy

A proxy for a meeting of shareholders must:

- (a) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no

number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

- (b) unless the notice provides otherwise, be received at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages in any medium.

12.11 Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

- (a) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or
- (b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.12 Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company](the “Company”)

The undersigned, being a shareholder of the Company, hereby appoints *[name]* or, failing that person, *[name]*, as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on *[month, day, year]* and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned):

Signed *[month, day, year]*

[Signature of shareholder]

[Name of shareholder—printed]

12.13 Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is received:

- (a) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

- (b) at the meeting or any adjourned meeting by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14 Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

- (a) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy; or
- (b) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15 Chair May Determine Validity of Proxy

The chair of any meeting of shareholders may determine whether or not a proxy deposited for use at the meeting, which may not strictly comply with the requirements of this Part 12 as to form, execution, accompanying documentation, time of filing or otherwise, will be valid for use at such meeting and any such determination made in good faith will be final, conclusive and binding upon such meeting.

12.16 Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1 First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the *Business Corporations Act*. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

- (a) subject to paragraphs (b) and (c), the number of directors that is equal to the number of the Company's first directors;
- (b) if the Company is a public company, the greater of three and the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4;
- (c) if the Company is not a public company, the most recently set of:
 - (i) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and
 - (ii) the number of directors set under Article 14.4.

13.2 Change in Number of Directors

If the number of directors is set under Articles 13.1(b)(i) or 13.1(c)(i):

- (a) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;
- (b) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors, subject to Article 14.8, may appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3 Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4 Qualifications of Directors

A director is not required to hold a share of the Company as qualification for his or her office but must be qualified as required by the *Business Corporations Act* to become, act or continue to act as a director.

13.5 Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6 Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7 Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8 Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1 Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

- (a) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and
- (b) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (a), but are eligible for re-election or re-appointment.

14.2 Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

- (a) that individual consents to be a director in the manner provided for in the *Business Corporations Act*;
- (b) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or
- (c) with respect to first directors, the designation is otherwise valid under the *Business Corporations Act*.

14.3 Failure to Elect or Appoint Directors

If:

- (a) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the *Business Corporations Act*; or
- (b) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

- (c) when his or her successor is elected or appointed; and
- (d) when he or she otherwise ceases to hold office under the *Business Corporations Act* or these Articles.

14.4 Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5 Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the remaining directors or director.

14.6 Remaining Directors' Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the *Business Corporations Act*, for any other purpose.

14.7 Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8 Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

- (a) one-third (1/3) of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or
- (b) in any other case, one-third (1/3) of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(a), but is eligible for re-election or re-appointment.

14.9 Ceasing to be a Director

A director ceases to be a director when:

- (a) the term of office of the director expires;
- (b) the director dies;
- (c) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or
- (d) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10 Removal of Director by Shareholders

The Company may by ordinary resolution remove any director before the expiration of his or her term of office and may by ordinary resolution elect, or appoint a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11 Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company under the *Business Corporations Act* and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1 Appointment of Alternate Director

Any director (an “appointor”) may by notice in writing received by the Company appoint any person (an “appointee”) who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2 Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3 Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

- (a) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;
- (b) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;
- (c) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;
- (d) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4 Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5 Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6 Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7 Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

- (a) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;
- (b) the alternate director dies;
- (c) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;
- (d) the alternate director ceases to be qualified to act as a director; or
- (e) his or her appointor revokes the appointment of the alternate director.

15.8 Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct, but payment of such remuneration in every case to the appointor by the Company is a good and sufficient discharge of the Company's obligations in that regard and the Company need not enquire into or be concerned with the state of account between appointor and appointee.

16. POWERS AND DUTIES OF DIRECTORS

16.1 Powers of Management

The directors must, subject to the *Business Corporations Act* and these Articles, manage, or supervise the management of, the business and affairs of the Company and will have the authority to exercise all such powers of the Company as are not, by the *Business Corporations Act* or by these Articles, required to be exercised by the shareholders of the Company.

16.2 Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

16.3 Remuneration of Auditors

The directors may by resolution set the remuneration of the Company's auditor without the need to obtain an ordinary resolution of the shareholders enabling them to do so.

17. DISCLOSURE OF INTEREST OF DIRECTORS AND SENIOR OFFICERS

17.1 Obligation to Disclose

Subject to Article 17.4, a director or senior officer who holds a disclosable interest (as that term is used in the *Business Corporations Act*) in a material contract or transaction into which the Company has entered or proposes to enter or who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the disclosable interest or the conflict as required by the *Business Corporations Act*.

17.2 Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a material contract or transaction into which the Company has entered or proposes to enter, or who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3 Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter, or who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4 Interested Director May Vote

Subject to the provisions of the Business Corporations Act, a director or senior officer need not disclose an interest in the following types of contracts and transactions, and a director need not refrain from voting in respect of the following types of contracts and transactions:

- (a) a contract or transaction where both the Company and the other party to the contract or transaction are wholly owned subsidiaries of the same corporation;
- (b) a contract or transaction where the Company is a wholly owned subsidiary of the other party to the contract or transaction;
- (c) a contract or transaction where the other party to the contract or transaction is a wholly owned subsidiary of the Company;
- (d) a contract or transaction where the director or senior officer is the sole shareholder of the Company or of a corporation of which the Company is a wholly owned subsidiary;

- (e) an arrangement by way of security granted by the Company for money loaned to, or obligation undertaken by, the director or senior officer, or a person in whom the director or senior officer has a material interest, for the benefit of the Company or an affiliate of the Company;
- (f) a loan to the Company, which a director or senior officer or a specified corporation or a specified firm in which he has a material interest has guarantee or joined in guaranteeing the repayment of the loan or any part of the loan;
- (g) any contract or transaction made or to be made with, or for the benefit of a corporation that is affiliated with the Company and the director or senior officer is also a director or senior officer of that corporation nor an affiliate of that corporation;
- (h) any contract by a director to subscribe for or underwrite shares or debentures to be issued by the Company or a subsidiary of the Company;
- (i) determining the remuneration of the director or senior officer in that person's capacity as director, officer, employee or agent of the Company or an affiliate of the Company;
- (j) purchasing and maintaining insurance to cover a director or senior officer against liability incurred by them as a director or senior officer; or
- (k) the indemnification of any director or senior officer by the Company.

The foregoing exceptions may from time to time be suspended or amended to any extent approved by the Company in general meeting and permitted by the *Business Corporations Act*, either generally or in respect of any particular contract or transaction or for any particular period.

17.5 Director Holding Other Office in the Company

A director may hold any office or appointment with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6 No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or appointment the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7 Professional Services by Director or Officer

Subject to the *Business Corporations Act*, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8 Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the *Business Corporations Act*, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1 Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2 Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3 Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

- (a) the chair of the board, if any;
- (b) in the absence of the chair of the board, the president, if any, if the president is a director; or
- (c) any other director chosen by the directors if:
 - (i) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;
 - (ii) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or
 - (iii) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they shall not be present at the meeting.

18.4 Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors:

- (a) in person;
- (b) by telephone; or
- (c) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all directors participating in the meeting, whether in person or by telephone or other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the *Business Corporations Act* and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5 Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6 Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1 or as provided in Article 18.7, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7 When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

- (a) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or
- (b) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8 Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9 Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director or, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director. Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

18.10 Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11 Validity of Acts Where Appointment Defective

Subject to the *Business Corporations Act*, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12 Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

- (a) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or

- (b) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article 18.12 may be by any written instrument, fax, e-mail or any other method of transmitting legibly recorded messages in any medium in which the consent of the director is evidenced, whether or not the signature of the director is included in the record. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of the directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the *Business Corporations Act* and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1 Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and during the intervals between meetings of the board of directors all of the directors' powers are delegated to the executive committee, except:

- (a) the power to fill vacancies in the board of directors;
- (b) the power to remove a director;
- (c) the power to change the membership of, or fill vacancies in, any committee of the directors; and
- (d) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2 Appointment and Powers of Other Committees

The directors may, by resolution:

- (a) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;
- (b) delegate to a committee appointed under paragraph (a) any of the directors' powers, except:
 - (i) the power to fill vacancies in the board of directors;
 - (ii) the power to remove a director;
 - (iii) the power to change the membership of, or fill vacancies in, any committee of the directors; and
 - (iv) the power to appoint or remove officers appointed by the directors; and
- (c) make any delegation referred to in paragraph (b) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3 Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

- (a) conform to any rules that may from time to time be imposed on it by the directors; and
- (b) keep regular minutes of its transactions and cause them to be recorded in books kept for that purpose, and will report the same to the directors at such times as the directors may from time to time require.

19.4 Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

- (a) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;
- (b) terminate the appointment of, or change the membership of, the committee; and
- (c) fill vacancies in the committee.

19.5 Committee Meetings

Subject to Article 19.3(a) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

- (a) the committee may meet and adjourn as it thinks proper;
- (b) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;
- (c) a majority of the members of the committee constitutes a quorum of the committee; and
- (d) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1 Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate or vary any such appointment.

20.2 Functions, Duties and Powers of Officers

The directors may, for each officer:

- (a) determine the functions and duties of the officer;
- (b) delegate to the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

- (c) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3 Qualifications

No officer may be appointed unless that officer is qualified in accordance with the *Business Corporations Act*. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

20.4 Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fees, wages, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension, gratuity or retirement allowance.

21. INDEMNIFICATION

21.1 Definitions

In this Part 21:

- (a) “**eligible penalty**” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;
- (b) “**eligible proceeding**” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an “**eligible party**”) or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:
- (i) is or may be joined as a party; or
 - (ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;
- (c) “**expenses**” has the meaning set out in the *Business Corporations Act*.

21.2 Mandatory Indemnification of Directors

Subject to the *Business Corporations Act*, the directors will cause the Company to indemnify a director, officer or alternate director of the Company or a former director, officer or alternate director of the Company or a person who, at the request of the Company, is or was a director, officer or alternate director of another corporation, at a time when the corporation is or was an affiliate of the Company, or a person who, at the request of the Company, is or was or holds or held a position equivalent to that of a director, officer or alternate director of a partnership, trust, joint venture or other unincorporated entitle (in each case, an “**eligible party**”), and the heirs and legal personal representatives of any such eligible party, against all judgment, penalties or fines awarded or imposed in, or an amount paid in settlement of, a legal proceeding or investigative action (whether current, threatened, pending or completed) in which such eligible party or any of the heirs and legal personal representatives of such eligible party, by reason of such eligible party being or having been a director, officer or alternate director or holding or having held a position equivalent to that of a director, officer or alternate director, is or may be joined as a party or is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to the proceeding. Provided the

Company first receives a written undertaking from the eligible party to repay amounts advanced if so required under the *Business Corporations Act*, the directors will cause the Company to pay, as they are incurred in advance of the final disposition of the proceeding, the costs, charges and expenses, including legal and other fees actually reasonably incurred by the eligible party in respect of the proceeding. After the final disposition of the proceeding, the directors will cause the Company to pay the expenses actually and reasonably incurred by the eligible party in respect of that proceeding, to the extent the eligible party has not already been reimbursed for such expenses, subject to the provisions of the *Business Corporations Act*. Each director, officer and alternate director, on being elected or appointed, is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3 Permitted Indemnification

Subject to any restrictions in the *Business Corporations Act*, the Company may indemnify any person.

21.4 Non-Compliance with *Business Corporations Act*

The failure of a director, alternate director or officer of the Company to comply with the *Business Corporations Act* or these Articles does not invalidate any indemnity to which he or she is entitled under this Part 21.

21.5 Company May Purchase Insurance

The directors may cause the Company to purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

- (a) is or was a director, alternate director, officer, employee or agent of the Company;
- (b) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company; or
- (c) at the request of the Company, is or was or holds or held a position equivalent to that of a director, alternate director, officer, employee or agent of a partnership, trust, joint venture or other unincorporated entity;

and the person's heirs or legal personal representatives against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1 Payment of Dividends Subject to Special Rights

The provisions of this Part 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2 Declaration of Dividends

Subject to the *Business Corporations Act*, the directors may from time to time and at any time declare and authorize payment of such dividends on such class or series of shares of the Company as they may deem advisable, to the exclusion of any other class or series of shares.

22.3 No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4 Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5:00 p.m. (local time at the place of the registered office of the Company) on the date on which the directors pass the resolution declaring the dividend.

22.5 Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly in cash or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

22.6 Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

- (a) set the value for distribution of specific assets;
- (b) determine that cash payments in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and
- (c) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7 When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8 Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9 Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10 Dividend Bears No Interest

No dividend bears interest against the Company.

22.11 Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12 Payment of Dividends

Any dividend or other distribution payable in cash in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13 Capitalization of Retained Earnings or Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

23. ACCOUNTING RECORDS AND REPORTS

23.1 Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the *Business Corporations Act*.

23.2 Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1 Method of Giving Notice

Unless the *Business Corporations Act* or these Articles provide otherwise, a notice, statement, report or other record required or permitted by the *Business Corporations Act* or these Articles to be sent by or to a person may be sent by any one of the following methods:

- (a) mail addressed to the person at the applicable address for that person as follows:
 - (i) for a record mailed to a shareholder, the shareholder's registered address;
 - (ii) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;
 - (iii) in any other case, the mailing address of the intended recipient;
- (b) delivery at the applicable address for that person as follows, addressed to the person:
 - (i) for a record delivered to a shareholder, the shareholder's registered address;

- (ii) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;
- (iii) in any other case, the delivery address of the intended recipient;
- (c) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;
- (d) sending the record by e-mail to the e-mail address provided by the intended recipient for the sending of that record or records of that class; or
- (e) physical delivery to the intended recipient.

24.2 Deemed Receipt

A notice, statement, report or other record that is:

- (a) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day (Saturdays, Sundays and holidays excepted) following the date of mailing;
- (b) faxed to a person to the fax number provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and
- (c) e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

24.3 Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 24.1 is conclusive evidence of that fact.

24.4 Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such notice, statement, report or other record to the joint shareholder first named in the central securities register in respect of the share.

24.5 Notice to Legal Personal Representatives and Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

- (a) mailing the record, addressed to them:
 - (i) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and
 - (ii) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

- (b) if an address referred to in paragraph (a)(ii) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

24.6 Undelivered Notices

If on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company will not be required to send any further notice, statement, report or other record to the shareholder until the shareholder informs the Company in writing of his or her new address.

25. SEAL

25.1 Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

- (a) any two directors;
- (b) any officer, together with any director;
- (c) if the Company only has one director, that director; or
- (d) any one or more directors or officers or persons as may be determined by the directors.

25.2 Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer or the signature of any other person as may be determined by the directors.

25.3 Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the *Business Corporations Act* or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 25.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

SCHEDULE C

SOLEIL AMALGAMATION RESOLUTION

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

1. the amalgamation (the **"Amalgamation"**) between Soleil Capital Corp. (**"Soleil"**) and Goldplay Exploration Ltd. (**"Goldplay"**), as provided for in and subject to the terms and conditions set out in the amalgamation agreement dated November 9, 2017 between Goldplay and Soleil (the **"Amalgamation Agreement"**) is hereby authorized, approved and adopted;
2. the Amalgamation Agreement is hereby confirmed, ratified and approved;
3. notwithstanding that this resolution has been passed (and the Amalgamation adopted) by the registered shareholders of Soleil (the **"Soleil Shareholders"**), the directors of Soleil are hereby authorized and empowered, without further notice to or approval of the Soleil Shareholders, (a) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement, and (b) not to proceed with the Amalgamation,, but only if the Amalgamation Agreement is terminated in accordance with the terms of the Amalgamation Agreement; and
4. any officer or director of Soleil is hereby authorized and directed for, in the name of and on behalf of Soleil, to execute and deliver or cause to be executed and delivered, all such documents and instruments and to perform or cause to be performed all such acts and things as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the taking of any such act or thing."

SCHEDULE D

GOLDPLAY AMALGAMATION RESOLUTION

"BE IT RESOLVED AS A SPECIAL RESOLUTION THAT:

5. the amalgamation (the "Amalgamation") between Soleil Capital Corp. ("Soleil") and Goldplay Exploration Ltd. ("Goldplay"), as provided for in and subject to the terms and conditions set out in the amalgamation agreement dated November 9, 2017 between Goldplay and Soleil (the "Amalgamation Agreement") is hereby authorized, approved and adopted;
6. the Amalgamation Agreement is hereby confirmed, ratified and approved;
7. notwithstanding that this resolution has been passed (and the Amalgamation adopted) by the registered shareholders of Goldplay (the "Goldplay Shareholders"), the directors of Goldplay are hereby authorized and empowered, without further notice to or approval of the Goldplay Shareholders, (a) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement, and (b) not to proceed with the Amalgamation, but only if the Amalgamation Agreement is terminated in accordance with the terms of the Amalgamation Agreement; and
8. any officer or director of Goldplay is hereby authorized and directed for, in the name of and on behalf of Goldplay, to execute and deliver or cause to be executed and delivered all such documents and instruments, and to perform or cause to be performed all such acts and things, as in such person's opinion may be necessary or desirable to give full effect to the foregoing resolution and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the taking of any such act or thing."

**SCHEDULE E
GOLDPLAY PROPERTY INTERESTS**

(1) PROPERTY INTERESTS IN MEXICO

(A) EL HABAL PROPERTY

Located in the Municipality of Rosario, State of Sinaloa, Mexico.

<u>Name of Mining Claim</u>	<u>Original Title Effective Date</u>	<u>Title Claim Number</u>	<u>Surface Area (Ha)</u>	<u>Royalty(ies)⁽¹⁾</u>
El Habal	March 28, 2007	229261	3,136.9626 ⁽²⁾	(i) Camargo Royalty; (ii) Oro Gold Royalty; and (iii) Erme Royalty
San Pablo 2	March 31, 2006	226963	220.0000	(i) Camargo Royalty; (ii) Oro Gold Royalty; and (iii) Erme Royalty
Baluarto 2	March 31, 2006	226962	50.0000	(i) Camargo Royalty; (ii) Oro Gold Royalty; and (iii) Erme Royalty
Las Dos Chiquitas	August 5, 2008	232406	278.1625	(i) Camargo Royalty; and (ii) Oro Gold Royalty
San Pablo	May 4, 2010	236078	80.000	(i) Camargo Royalty; and (ii) Oro Gold Royalty

Notes:

(1) Refer to "(C) Royalties" below.

(2) This concession is subject to a surface area reduction under application number 2/2-0309 filed on June 30, 2017 in order to reduce its original surface area from 3,136.9626 to 1,738.9853.

(B) OTHER MEXICAN CONCESSIONS

<u>Name of Mining Claim</u>	<u>Original Title Effective Date</u>	<u>Title Claim Number</u>	<u>Surface Area (Ha)</u>	<u>Royalty(ies)⁽¹⁾</u>
Tigra Negra Fracc. II ⁽²⁾	Jan 19, 2007	228755	2.7000	(i) Camargo Royalty; and (ii) Oro Gold Royalty
Tigra Negra Fracc. III ⁽²⁾	Jan 19, 2007	228756	1.3500	(i) Camargo Royalty; and (ii) Oro Gold Royalty
Tigra Negra Fracc. IV ⁽²⁾	Jan 19, 2007	228757	1.3500	(i) Camargo Royalty; and (ii) Oro Gold Royalty
Tigra Negra Fracc. V ⁽²⁾	Jan 19, 2007	228758	1.3500	(i) Camargo Royalty; and (ii) Oro Gold Royalty
Habal Sur ⁽³⁾	Nov 4, 2014	243620	1,406.5749	Habal Sur Royalty

Notes:

(1) Refer to "(C) Royalties" below.

(2) Located in the Municipality of Huajicori, State of Nayarit, Mexico. Currently registered in name of Grupo Promotor Minero, S.A. de C.V. A transfer of this concession to the Goldplay Subsidiary is currently in the process of being recorded with the Registry under application number 610/16958 filed on April 27, 2017.

- (3) Located in the Municipalities of Rosario and Escuinapa, State of Sinaloa, Mexico. Currently registered in name of Oro Gold de Mexico, S.A. de C.V. A transfer of this concession to Grupo Promotor Minero, S.A. de C.V. is currently in the process of being recorded with the Registry under application number 610/29233 filed on August 23, 2017. The subsequent transfer of this concession to the Goldplay Subsidiary is also currently in the process of being recorded with the Registry under application number 610/31708 filed on September 18, 2017.

Oro Gold de Mexico, S.A. de CV has filed the applications described below and is currently in the process of obtaining the following mining concessions with the General Bureau of Mines (Mexico).

<u>Name of Mining Claim</u>	<u>Original Title Effective Date</u>	<u>Municipality and State</u>	<u>Surface Area (Ha)</u>	<u>Royalty(ies)</u>
Indio Fracc. I	Under Application File No. 59/7706 ⁽¹⁾	Huajicori, Nayarit Mexico	32.7700	Habal Sur Royalty
Indio Fracc. II	Under Application File No. 59/7706 ⁽¹⁾	Huajicori, Nayarit Mexico	0.3820	Habal Sur Royalty
Indio Fracc. III	Under Application File No. 59/7706 ⁽¹⁾	Huajicori, Nayarit Mexico	3.8872	Habal Sur Royalty
La Union 2	Under Application File No. 95/13335 ⁽¹⁾	Rosario, Sinaloa Mexico	5,555.7844	Habal Sur Royalty
Yauco	Under Application File No. 95/13335 ⁽¹⁾	Rosario, Sinaloa Mexico	4,558.2238	Habal Sur Royalty
El Placer II	Under Application File No. 95/13335 ⁽¹⁾	Concordia, Sinaloa Mexico	11,118.2550	Habal Sur Royalty

Notes:

- (1) These applications are subject to the Oro Gold and GPM Transfer Agreement (defined below). Application has been filed with the Registry such that once these concessions are granted, 100% title and interest will be transferred to Grupo Promotor Minero, S.A. de C.V. per application number 610/29233 filed on August 23, 2017. The subsequent transfer of this concession to the Goldplay Subsidiary has also been filed with the Registry under application number 610/31708 filed on September 18, 2017.

(C) ROYALTIES

“Camargo Royalty” – 1% net smelter return royalty payable to Minera Camargo, S.A. de C.V.; derived from the Area of Influence as defined in the assignment of rights agreement recorded on June 30, 2008 under Entry 235, at Page 143, Volume 23 of the Mining Acts, Contracts and Agreement Book of the Mining Public Registry within the Ministry of Economy (the **“Registry”**).

“Erme Royalty” – 0.5% net smelter return royalty payable to Mr. Erme Enriquez Minjarez; derived from the Area of Influence as defined in the assignment of rights agreement recorded on March 16, 2007 under Entry 56, at Page 38, Volume 21 of the Mining Acts, Contracts and Agreement Book of the Registry.

“Oro Gold Royalty” – 1% net smelter return royalty payable to Oro Gold de Mexico, S.A. de C.V.; in terms of the assignment of rights agreement recorded on July 12, 2012 under Entry 161, at Page 90, Volume 32 of the Mining Acts, Contracts and Agreement Book of the Registry.

“Habal Sur Royalty” – 1% net smelter return royalty payable to Oro Gold de Mexico, S.A. de C.V.; in terms of the assignment of rights agreement entered into by and among Oro Gold de Mexico, S.A. de C.V. and Grupo Promotor Minero, S.A. de C.V., certified and attested to by Mr. Gerardo Gonzalez Meza Hoffmann, Notary Public number 79 for the Mexico City, under public deed number 58,386 dated January 25, 2012 (the **“Oro Gold and GPM Transfer Agreement”**).

(2) PROPERTY INTERESTS IN NEVADA, USA

Golconda Summit Property located in Humboldt County, Nevada
(CUS Lode Mining Claims: T. 35 N., R. 41 E., section 6)

Pursuant to a Property Option Agreement dated August 11, 2017 between Goldplay and Eureka Resources Conversion LLC (**“Eureka”**), Goldplay has an option to acquire a 100% undivided right, title and interest in and to the following unpatented mining claims located in the State of Nevada, subject to a 1% net smelter return royalty to be retained by Eureka.

Claim	Loc.Date	BLM Date	NMC#	Cty Date	Cty Bk	Cty Page
CUS #1	2017-03-15	2017-06-09	1144429	2017-06-12	2017	3135
CUS #2	2017-03-15	2017-06-09	1144430	2017-06-12	2017	3136
CUS #3	2017-03-15	2017-06-09	1144431	2017-06-12	2017	3137
CUS #4	2017-03-15	2017-06-09	1144432	2017-06-12	2017	3138
CUS #5	2017-03-15	2017-06-09	1144433	2017-06-12	2017	3139
CUS #6	2017-03-15	2017-06-09	1144434	2017-06-12	2017	3140
CUS #7	2017-03-15	2017-06-09	1144435	2017-06-12	2017	3141
CUS #8	2017-03-15	2017-06-09	1144436	2017-06-12	2017	3142
CUS #9	2017-03-15	2017-06-09	1144437	2017-06-12	2017	3143
CUS #10	2017-03-15	2017-06-09	1144438	2017-06-12	2017	3144
CUS #11	2017-03-15	2017-06-09	1144439	2017-06-12	2017	3145
CUS #12	2017-03-15	2017-06-09	1144440	2017-06-12	2017	3146
CUS #13	2017-03-15	2017-06-09	1144441	2017-06-12	2017	3147
CUS #14	2017-03-15	2017-06-09	1144442	2017-06-12	2017	3148
CUS #15	2017-03-15	2017-06-09	1144443	2017-06-12	2017	3149
CUS #17	2017-03-15	2017-06-09	1144444	2017-06-12	2017	3150
CUS #19	2017-03-15	2017-06-09	1144445	2017-06-12	2017	3151
CUS #21	2017-03-15	2017-06-09	1144446	2017-06-12	2017	3152
CUS #23	2017-03-15	2017-06-09	1144447	2017-06-12	2017	3153
CUS #24	2015-05-03	2017-06-09	1144448	2017-06-12	2017	3154
CUS #25	2017-03-15	2017-06-09	1144449	2017-06-12	2017	3155
CUS #26	2015-05-03	2017-06-09	1144450	2017-06-12	2017	3156
CUS #27	2017-03-15	2017-06-09	1144451	2017-06-12	2017	3157
CUS #28	2015-05-03	2017-06-09	1144452	2017-06-12	2017	3158
CUS #29	2017-03-15	2017-06-09	1144453	2017-06-12	2017	3159
CUS #30	2015-05-03	2017-06-09	1144454	2017-06-12	2017	3160

CUS #31	2017-03-15	2017-06-09	1144455	2017-06-12	2017	3161
CUS #32	2015-05-03	2017-06-09	1144456	2017-06-12	2017	3162
CUS #33	2017-03-15	2017-06-09	1144457	2017-06-12	2017	3163
CUS #34	2015-05-03	2017-06-09	1144458	2017-06-12	2017	3164
CUS #35	2017-03-15	2017-06-09	1144459	2017-06-12	2017	3165
CUS #36	2015-05-03	2017-06-09	1144460	2017-06-12	2017	3166
CUS #37	2017-03-15	2017-06-09	1144461	2017-06-12	2017	3167
CUS #38	2015-05-03	2017-06-09	1144462	2017-06-12	2017	3168
CUS #40	2015-05-03	2017-06-09	1144463	2017-06-12	2017	3169
CUS #42	2015-05-03	2017-06-09	1144464	2017-06-12	2017	3170
CUS #44	2015-05-03	2017-06-09	1144465	2017-06-12	2017	3171
CUS #16	2014-04-23	2014-06-03	1102601	2014-05-23	2014	1535
CUS #18	2014-04-23	2014-06-03	1102602	2014-05-23	2014	1536
CUS #20	2014-04-23	2014-06-03	1102603	2014-05-23	2014	1537
CUS #22	2014-04-23	2014-06-03	1102604	2014-05-23	2014	1538
CUS #39	2014-04-23	2014-06-03	1102605	2014-05-23	2014	1539
CUS #41	2014-04-23	2014-06-03	1102606	2014-05-23	2014	1540
CUS #43	2014-04-23	2014-06-03	1102607	2014-05-23	2014	1541

SCHEDULE F

VOTING SUPPORT AGREEMENTS

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is dated as of November ____, 2017

BETWEEN:

SOLEIL CAPITAL CORP., a company existing under the laws of British Columbia

(**"Soleil"**)

AND:

Name: _____

Address: _____

Fax No.: _____

Email: _____

(the **"Securityholder"**)

WHEREAS:

- A. The Securityholder is the registered and/or direct or indirect beneficial owner of or exercises control, directly or indirectly, over the issued and outstanding common shares (the **"Goldplay Shares"**) of Goldplay Exploration Ltd. (**"Goldplay"**) set forth on Schedule A;
- B. The Securityholder is the registered and/or direct or indirect beneficial owner of or exercises control, directly or indirectly, over the number of outstanding warrants (the **"Goldplay Warrants"**) to acquire common shares of Goldplay set forth on Schedule A

(the Goldplay Shares and Goldplay Warrants are collectively referred to herein as the **"Goldplay Securities"**);
- C. The Securityholder understands that Soleil and Goldplay are, concurrent with the execution and delivery of this voting support agreement (**"Agreement"**), executing and delivering an amalgamation agreement (the **"Amalgamation Agreement"**) providing for the amalgamation of Soleil and Goldplay pursuant to the *Business Corporations Act* (British Columbia);
- D. This Agreement sets forth the terms and conditions of the agreement of the Securityholder to abide by the voting covenants set forth in the Amalgamation Agreement in respect of the Goldplay Securities and the other restrictions and covenants set forth herein; and
- E. The Securityholder acknowledges that Soleil would not enter into the Amalgamation Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Interpretation

Capitalized terms used in this Agreement and not otherwise defined herein that are defined in the Amalgamation Agreement shall have the respective meanings ascribed thereto in the Amalgamation Agreement.

1.2 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and shall be construed and treated in all respects as a British Columbia contract. Each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

1.3 Incorporation of Schedules

The Schedule attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Goldplay Securities

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to Soleil (and acknowledges that Soleil is relying on these representations and warranties in completing the transactions contemplated by the Amalgamation Agreement) that:

- (a) the Securityholder has the legal capacity (including, if such Securityholder is a corporation or other legal entity, due authorization) to execute and deliver this Agreement and to consummate the transactions contemplated hereby;
- (b) this Agreement has been duly executed and delivered by the Securityholder, and, assuming the due authorization, execution and delivery by Soleil, this Agreement constitutes a legal, valid and binding obligation of the Securityholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium or other similar laws affecting creditors' rights generally, and to general principles of equity;

- (c) if the Securityholder is not an individual, neither the execution and delivery of this Agreement by the Securityholder, the performance by the Securityholder of its obligations hereunder nor the compliance by the Securityholder with any of the provisions hereof shall result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both would constitute a default under, any term or provision of any constating or governing documents, articles or by-laws or resolutions of the Securityholder;
- (d) the Goldplay Securities represent all the securities or rights to acquire securities of Goldplay owned legally or beneficially, directly or indirectly, by the Securityholder or for which the Securityholder has sole voting power, sole power of disposition, sole control and sole direction, directly or indirectly, and sole power to agree to all of the matters set forth in this Agreement with respect to the Goldplay Securities;
- (e) no person has any agreement or option, or any right or privilege (whether by law, preemptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Securityholder of any of the Goldplay Securities, except pursuant to this Agreement and the Amalgamation Agreement; and
- (f) the Securityholder has not previously granted or agreed to grant any ongoing proxy in respect of the Goldplay Securities or entered or agreed to enter into any voting trust, vote pooling or other agreement with respect to the right to vote, or any agreement to call a meeting of shareholders or give consents or approvals which may affect the Goldplay Securities.

2.2 Representations and Warranties of Soleil

Soleil represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying on the representations and warranties in completing the transactions contemplated by this Agreement) that:

- (a) Soleil has the corporate power and capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby;
- (b) the execution, delivery and performance of this Agreement by Soleil has been duly authorized by its board of directors and no internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereby;
- (c) each of this Agreement and the Amalgamation Agreement has been duly executed and delivered by Soleil, and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium or other similar laws affecting creditors' rights generally, and to general principles of equity; and
- (d) neither the execution and delivery of this Agreement by Soleil, the consummation by Soleil of the transactions contemplated hereby nor the compliance by Soleil with any of the provisions hereof shall result in any breach of, or be in conflict with, or constitute a default under, the constating or governing documents or articles or resolutions of Soleil.

**ARTICLE 3
COVENANTS**

3.1 Covenants of the Securityholder

- (a) The Securityholder hereby covenants and irrevocably agrees in favour of Soleil that between the date of this Agreement and the earlier of (i) the date of termination of this Agreement in accordance with its terms and (ii) the Effective Date (such earlier date being the “**Expiry Date**”), the Securityholder shall not (A) other than as contemplated under the Amalgamation Agreement, sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of the Goldplay Securities, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), without having first obtained the prior written consent of Soleil, or (B) other than as set forth herein or in the Amalgamation Agreement, grant any proxies or powers of attorney, deposit any Goldplay Securities into a voting trust or enter into a voting agreement, understanding or arrangement with respect to any of the Goldplay Securities.
- (b) The Securityholder hereby undertakes from time to time, until the Expiry Date:
- (i) to vote (or cause to be voted) all the Goldplay Shares at any meeting of the shareholders of Goldplay (including any and all votes by class):
 - (A) in favour of the approval, consent, ratification and adoption of the transactions contemplated by the Amalgamation Agreement (and any actions required in furtherance thereof),
 - (B) except in relation to a Goldplay Superior Proposal, against any other merger, reorganization, consolidation, amalgamation, arrangement, business combination, share exchange, liquidation, dissolution, recapitalization, or similar transaction involving Goldplay (other than the Amalgamation Agreement, and the transactions contemplated thereby and any other agreement or transaction to which Soleil is a party),
 - (C) against any action that would result in any breach of any representation, warranty or covenant by Goldplay in the Amalgamation Agreement or which might reasonably be expected to have a Material Adverse Effect on Goldplay, and
 - (D) against any resolution to remove or change any of the directors of Goldplay,

except with the prior written consent of Soleil. Upon the request or direction of Soleil, the Securityholder shall promptly execute and deliver an irrevocable proxy in respect of any such resolution (and in respect of (A), the Securityholder shall deliver such proxy at least 5 business days prior to the date of the Goldplay Meeting), and shall have the relevant Goldplay Securities counted or not

- counted as part of a quorum in connection with any such meeting relating to matters set forth in this Section 3.1(b);
- (ii) subject to Section 3.2, to not, without the prior written consent of Soleil, requisition or join in the requisition of any meeting of the securityholders of Goldplay for the purpose of considering any resolution;
 - (iii) subject to Section 3.2, to not make any statements against the transaction contemplated by the Amalgamation Agreement or any aspect of it and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such transactions or any aspect thereof;
 - (iv) to not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to the Goldplay Securities pursuant to this Section 3.1, including, but not limited to, the sale of any direct or indirect holding company of the Securityholder or the granting of a proxy on the Goldplay Securities of any direct or indirect holding company of the Securityholder which would have, indirectly, the effect prohibited by this Section 3.1;
 - (v) if the transactions provided for in the Amalgamation Agreement receive all requisite shareholder and regulatory approvals and the other conditions in the Amalgamation Agreement are all satisfied and/or waived, to deposit all of the Goldplay Shares, together with a duly completed letter of transmittal, with the depository specified in the Information Circular in accordance with the terms thereof;
 - (vi) to take all steps required to give effect to the treatment of the Goldplay Warrants as provided for in the Amalgamation Agreement; and
 - (vii) if any of the Goldplay Securities are registered in the name of a person other than the Securityholder or held other than personally, and the Securityholder has control or direction over the voting of such Goldplay Securities, the Securityholder shall cause the registered owner of such Goldplay Securities to perform all covenants of the Securityholder under this Agreement as though they were the Securityholder.
- (c) The Securityholder hereby agrees until the Expiry Date not to exercise any rights of appraisal or rights of dissent the Securityholder may have arising from the transactions contemplated by the Amalgamation Agreement.
- (d) The Securityholder agrees to promptly notify Soleil of the number of any new securities of Goldplay over which the Securityholder acquires direct or indirect legal or beneficial ownership or direct or indirect control or direction, if any, after the date hereof. Any such Goldplay securities shall be subject to the terms of this Agreement as though they were the Goldplay Securities owned by the Securityholder on the date hereof.

- (e) The Securityholder hereby irrevocably consents to:
 - (i) details of this Agreement being set out in the Information Circular in connection with the transactions contemplated by this Agreement and the Amalgamation Agreement; and
 - (ii) this Agreement being made publicly available, including by filing on SEDAR.
- (f) The Securityholder agrees that, until the Expiry Date, the Securityholder shall not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Amalgamation Agreement.

3.2 Fiduciary Obligations

Soleil agrees and acknowledges that the Securityholder is bound hereunder solely in his or her capacity as a shareholder of Goldplay and that the provisions hereof shall not be deemed or interpreted to bind the Securityholder in his or her capacity as a director or officer of Goldplay. For greater certainty, nothing herein shall prevent the Securityholder from, in his or her capacity as a director or officer of Goldplay, considering, negotiating, or discussing a Goldplay Superior Proposal.

ARTICLE 4 TERMINATION

4.1 Automatic Termination

This Agreement shall automatically terminate without further action and be of no further force and effect upon termination of the Amalgamation Agreement in accordance with its terms or on the Effective Date, whichever is the earlier to occur.

4.2 Termination by Soleil

Soleil may, at any time and without prejudice to any other rights it may have under this Agreement or otherwise, terminate this Agreement by notice in writing to the Securityholder.

4.3 Effect of Termination

Subject to the following sentence, in the case of termination of this Agreement pursuant to either Section 4.1 or 4.2, this Agreement shall terminate and be of no further force or effect, and the parties hereto shall have no further obligation or liability to each other. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any wilful or intentional breach of this Agreement prior to such termination.

**ARTICLE 5
GENERAL**

5.1 Co-operation/Further Assurances

Soleil and the Securityholder shall from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other party may, before the Effective Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 Non-Survival of Representations and Warranties

Subject to the following sentence, the representations and warranties of the Securityholder contained herein shall not survive the termination of this Agreement in accordance with its terms. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any wilful or intentional breach of this Agreement prior to such termination.

5.3 Disclosure

Except as required by applicable laws or regulations, or as required by any competent governmental, judicial or other authority, or in accordance with the requirements of any stock exchange, including without limitation any such laws, regulations or requirements in respect of the Information Circular, the Securityholder shall not make any public announcement or statement with respect to this Agreement or the Amalgamation Agreement without the prior written approval of Soleil.

5.4 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and Soleil agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

5.5 Specific Performance and other Equitable Rights

Each of the parties recognizes and acknowledges that this Agreement is an integral part of the transactions contemplated in the Amalgamation Agreement, that Soleil would not enter into the Amalgamation Agreement unless this Agreement was executed, and accordingly, acknowledges and agrees that a breach by a party of any covenants or other commitments contained in this Agreement shall cause the other parties to sustain injury for which it would not have an adequate remedy at law for monetary damages. Therefore, each of the parties agrees that in the event of any such breach, the aggrieved party shall be entitled to the remedy of specific performance of such covenants or commitments and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

5.6 Expenses

Each of the parties shall pay its own legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and

instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.7 Waiver

Each party hereto agrees and confirms that:

- (a) any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Securityholder and Soleil or in the case of a waiver, by the party against whom the waiver is to be effective; and
- (b) no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

5.8 Entire Agreement; Amendment

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto. No addition to, or modification of, any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by the parties hereto. This Agreement is not intended and does not confer any rights or remedies upon any person other than the parties to this Agreement.

5.9 Notices

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (i) on the date of delivery, if delivered in person, (ii) upon confirmation of transmission by the sender's fax machine, if delivered by facsimile on a business day (or otherwise on the next business day), (iii) on the next business day following the date of delivery, if delivered by email, or (iv) on the first business day following the date of dispatch, if delivered by a nationally recognized next day courier service, to the respective parties at their addresses and fax numbers (as applicable) as follows:

- (a) if to Soleil:

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

Attention: Michael Thomson

Email: tsxthomson@gmail.com

- (b) if to the Securityholder, at the address set forth next to his or her name on the first page of this Agreement.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.12 Independent Legal Advice

The Securityholder acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Securityholder further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

5.13 Electronic Delivery and Counterparts

Each of the parties shall be entitled to rely on delivery by facsimile or email of a copy of this Agreement executed by the other party hereto. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

This Agreement has been agreed and accepted as of the date first written above.

SOLEIL CAPITAL CORP.

By: _____
Name:
Title:

SIGNED, SEALED and DELIVERED in the)
presence of:)
)
)
_____)
Witness)

Name:

SCHEDULE A
GOLDPLAY SECURITIES

GOLDPLAY SHARES

<u>Registered name of shareholder</u>	<u># of Goldplay Shares</u>
TOTAL:	

GOLDPLAY WARRANTS

<u>Registered name of warrant holder</u>	<u># of Goldplay Shares issuable on exercise of Goldplay Warrants</u>
TOTAL:	

VOTING SUPPORT AGREEMENT

THIS AGREEMENT is dated as of November _____, 2017

BETWEEN:

GOLDPLAY EXPLORATION LTD., a company existing under the laws of
British Columbia

(**"Goldplay"**)

AND:

Name: _____

Address: _____

Fax No.: _____

Email: _____

(the **"Securityholder"**)

WHEREAS:

- A. The Securityholder is the registered and/or direct or indirect beneficial owner of or exercises control, directly or indirectly, over the issued and outstanding common shares (the **"Soleil Shares"**) of Soleil Capital Corp. (**"Soleil"**) set forth on Schedule A;
- B. The Securityholder is the registered and/or direct or indirect beneficial owner of or exercises control, directly or indirectly, over the number of outstanding options (the **"Soleil Options"**) to acquire common shares of Soleil set forth on Schedule A

(the Soleil Shares and Soleil Options are collectively referred to herein as the **"Soleil Securities"**);
- C. The Securityholder understands that Soleil and Goldplay are, concurrent with the execution and delivery of this voting support agreement (**"Agreement"**), executing and delivering an amalgamation agreement (the **"Amalgamation Agreement"**) providing for the amalgamation of Soleil and Goldplay pursuant to the *Business Corporations Act* (British Columbia);
- D. This Agreement sets forth the terms and conditions of the agreement of the Securityholder to abide by the voting covenants set forth in the Amalgamation Agreement in respect of the Soleil Securities and the other restrictions and covenants set forth herein; and
- E. The Securityholder acknowledges that Soleil would not enter into the Amalgamation Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE, in consideration of the mutual covenants in this Agreement and for other consideration (the receipt and sufficiency of which are hereby acknowledged) the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Interpretation

Capitalized terms used in this Agreement and not otherwise defined herein that are defined in the Amalgamation Agreement shall have the respective meanings ascribed thereto in the Amalgamation Agreement.

1.2 Governing Law

This Agreement shall be governed, including as to validity, interpretation and effect, by the laws of the Province of British Columbia and the laws of Canada applicable therein, and shall be construed and treated in all respects as a British Columbia contract. Each of the parties hereto irrevocably attorns to the exclusive jurisdiction of the Courts of the Province of British Columbia in respect of all matters arising under and in relation to this Agreement.

1.3 Incorporation of Schedules

The Schedule attached hereto and described below shall, for all purposes hereof, form an integral part of this Agreement.

Schedule A – Soleil Securities

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of the Securityholder

The Securityholder represents and warrants to Soleil (and acknowledges that Soleil is relying on these representations and warranties in completing the transactions contemplated by the Amalgamation Agreement) that:

- (a) the Securityholder has the legal capacity (including, if such Securityholder is a corporation or other legal entity, due authorization) to execute and deliver this Agreement and to consummate the transactions contemplated hereby;
- (b) this Agreement has been duly executed and delivered by the Securityholder, and, assuming the due authorization, execution and delivery by Goldplay, this Agreement constitutes a legal, valid and binding obligation of the Securityholder, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium or other similar laws affecting creditors' rights generally, and to general principles of equity;
- (c) if the Securityholder is not an individual, neither the execution and delivery of this Agreement by the Securityholder, the performance by the Securityholder of its obligations hereunder nor the compliance by the Securityholder with any of the provisions hereof shall result in any breach of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time or both

would constitute a default under, any term or provision of any constating or governing documents, articles or by-laws or resolutions of the Securityholder;

- (d) the Soleil Securities represent all the securities or rights to acquire securities of Soleil owned legally or beneficially, directly or indirectly, by the Securityholder or for which the Securityholder has sole voting power, sole power of disposition, sole control and sole direction, directly or indirectly, and sole power to agree to all of the matters set forth in this Agreement with respect to the Soleil Securities;
- (e) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, requisition or transfer from the Securityholder of any of the Soleil Securities, except pursuant to this Agreement and the Amalgamation Agreement; and
- (f) the Securityholder has not previously granted or agreed to grant any ongoing proxy in respect of the Soleil Securities or entered or agreed to enter into any voting trust, vote pooling or other agreement with respect to the right to vote, or any agreement to call a meeting of shareholders or give consents or approvals which may affect the Soleil Securities.

2.2 Representations and Warranties of Goldplay

Goldplay represents and warrants to the Securityholder (and acknowledges that the Securityholder is relying on the representations and warranties in completing the transactions contemplated by this Agreement) that:

- (a) Goldplay has the corporate power and capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby;
- (b) the execution, delivery and performance of this Agreement by Goldplay has been duly authorized by its board of directors and no internal proceedings on its part are necessary to authorize this Agreement or the transactions contemplated hereby;
- (c) each of this Agreement and the Amalgamation Agreement has been duly executed and delivered by Goldplay, and, assuming the due authorization, execution and delivery by the other parties hereto and thereto, constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms, subject to bankruptcy, insolvency, reorganization, arrangement, winding-up, moratorium or other similar laws affecting creditors' rights generally, and to general principles of equity; and
- (d) neither the execution and delivery of this Agreement by Goldplay, the consummation by Goldplay of the transactions contemplated hereby nor the compliance by Goldplay with any of the provisions hereof shall result in any breach of, or be in conflict with, or constitute a default under, the constating or governing documents or articles or resolutions of Goldplay.

**ARTICLE 3
COVENANTS**

3.1 Covenants of the Securityholder

- (a) The Securityholder hereby covenants and irrevocably agrees in favour of Goldplay that between the date of this Agreement and the earlier of (i) the date of termination of this Agreement in accordance with its terms and (ii) the Effective Date (such earlier date being the “**Expiry Date**”), the Securityholder shall not (A) other than as contemplated under the Amalgamation Agreement, sell, transfer, gift, assign, pledge, hypothecate, encumber or otherwise dispose of any of the Soleil Securities, or enter into any agreement, arrangement or understanding in connection therewith (whether by actual disposition or effective economic disposition due to cash settlement or otherwise), without having first obtained the prior written consent of Goldplay, or (B) other than as set forth herein or in the Amalgamation Agreement, grant any proxies or powers of attorney, deposit any Soleil Securities into a voting trust or enter into a voting agreement, understanding or arrangement with respect to any of the Soleil Securities.
- (b) The Securityholder hereby undertakes from time to time, until the Expiry Date:
- (i) to vote (or cause to be voted) all the Soleil Shares at any meeting of the shareholders of Soleil (including any and all votes by class):
 - (A) in favour of the approval, consent, ratification and adoption of the transactions contemplated by the Amalgamation Agreement (and any actions required in furtherance thereof),
 - (B) except in relation to a Soleil Superior Proposal, against any other merger, reorganization, consolidation, amalgamation, arrangement, business combination, share exchange, liquidation, dissolution, recapitalization, or similar transaction involving Soleil (other than the Amalgamation Agreement, and the transactions contemplated thereby and any other agreement or transaction to which Soleil is a party),
 - (C) against any action that would result in any breach of any representation, warranty or covenant by Soleil in the Amalgamation Agreement or which might reasonably be expected to have a Material Adverse Effect on Soleil, and
 - (D) against any resolution to remove or change any of the directors of Soleil,

except with the prior written consent of Goldplay. Upon the request or direction of Goldplay, the Securityholder shall promptly execute and deliver an irrevocable proxy in respect of any such resolution (and in respect of (A), the Securityholder shall deliver such proxy at least 5 business days prior to the date of the Soleil Meeting), and shall have the relevant Soleil Securities counted or not counted as part of a quorum in connection with any such meeting relating to matters set forth in this Section 3.1(b);

- (ii) subject to Section 3.2, to not, without the prior written consent of Goldplay, requisition or join in the requisition of any meeting of the securityholders of Soleil for the purpose of considering any resolution;
 - (iii) subject to Section 3.2, to not make any statements against the transaction contemplated by the Amalgamation Agreement or any aspect of it and to not bring, or threaten to bring, any suit or proceeding for the purpose of, or which has the effect of, directly or indirectly, stopping, preventing, impeding or varying such transactions or any aspect thereof;
 - (iv) to not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to the Soleil Securities pursuant to this Section 3.1, including, but not limited to, the sale of any direct or indirect holding company of the Securityholder or the granting of a proxy on the Soleil Securities of any direct or indirect holding company of the Securityholder which would have, indirectly, the effect prohibited by this Section 3.1;
 - (v) if the transactions provided for in the Amalgamation Agreement receive all requisite shareholder and regulatory approvals and the other conditions in the Amalgamation Agreement are all satisfied and/or waived, to deposit all of the Soleil Shares, together with a duly completed letter of transmittal, with the depository specified in the Information Circular in accordance with the terms thereof;
 - (vi) to take all steps required to give effect to the treatment of the Soleil Options as provided for in the Amalgamation Agreement; and
 - (vii) if any of the Soleil Securities are registered in the name of a person other than the Securityholder or held other than personally, and the Securityholder has control or direction over the voting of such Soleil Securities, the Securityholder shall cause the registered owner of such Soleil Securities to perform all covenants of the Securityholder under this Agreement as though they were the Securityholder.
- (c) The Securityholder hereby agrees until the Expiry Date not to exercise any rights of appraisal or rights of dissent the Securityholder may have arising from the transactions contemplated by the Amalgamation Agreement.
- (d) The Securityholder agrees to promptly notify Goldplay of the number of any new securities of Soleil over which the Securityholder acquires direct or indirect legal or beneficial ownership or direct or indirect control or direction, if any, after the date hereof. Any such Soleil securities shall be subject to the terms of this Agreement as though they were the Soleil Securities owned by the Securityholder on the date hereof.
- (e) The Securityholder hereby irrevocably consents to:
 - (i) details of this Agreement being set out in the Information Circular in connection with the transactions contemplated by this Agreement and the Amalgamation Agreement; and

- (ii) this Agreement being made publicly available, including by filing on SEDAR.
- (f) The Securityholder agrees that, until the Expiry Date, the Securityholder shall not take any other action of any kind which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of, the transactions contemplated by the Amalgamation Agreement.

3.2 Fiduciary Obligations

Goldplay agrees and acknowledges that the Securityholder is bound hereunder solely in his or her capacity as a shareholder of Soleil and that the provisions hereof shall not be deemed or interpreted to bind the Securityholder in his or her capacity as a director or officer of Soleil. For greater certainty, nothing herein shall prevent the Securityholder from, in his or her capacity as a director or officer of Soleil, considering, negotiating, or discussing a Soleil Superior Proposal.

ARTICLE 4 TERMINATION

4.1 Automatic Termination

This Agreement shall automatically terminate without further action and be of no further force and effect upon termination of the Amalgamation Agreement in accordance with its terms or on the Effective Date, whichever is the earlier to occur.

4.2 Termination by Goldplay

Goldplay may, at any time and without prejudice to any other rights it may have under this Agreement or otherwise, terminate this Agreement by notice in writing to the Securityholder.

4.3 Effect of Termination

Subject to the following sentence, in the case of termination of this Agreement pursuant to either Section 4.1 or 4.2, this Agreement shall terminate and be of no further force or effect, and the parties hereto shall have no further obligation or liability to each other. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any wilful or intentional breach of this Agreement prior to such termination.

**ARTICLE 5
GENERAL**

5.1 Co-operation/Further Assurances

Goldplay and the Securityholder shall from time to time execute and deliver all such further documents and instruments and do all such acts and things as the other party may, before the Effective Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

5.2 Non-Survival of Representations and Warranties

Subject to the following sentence, the representations and warranties of the Securityholder contained herein shall not survive the termination of this Agreement in accordance with its terms. Notwithstanding anything else contained herein, such termination shall not relieve any party from liability for any wilful or intentional breach of this Agreement prior to such termination.

5.3 Disclosure

Except as required by applicable laws or regulations, or as required by any competent governmental, judicial or other authority, or in accordance with the requirements of any stock exchange, including without limitation any such laws, regulations or requirements in respect of the Information Circular, the Securityholder shall not make any public announcement or statement with respect to this Agreement or the Amalgamation Agreement without the prior written approval of Soleil.

5.4 Time of the Essence

Any date, time or period referred to in this Agreement shall be of the essence, except to the extent to which the Securityholder and Goldplay agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

5.5 Specific Performance and other Equitable Rights

Each of the parties recognizes and acknowledges that this Agreement is an integral part of the transactions contemplated in the Amalgamation Agreement, that Goldplay would not enter into the Amalgamation Agreement unless this Agreement was executed, and accordingly, acknowledges and agrees that a breach by a party of any covenants or other commitments contained in this Agreement shall cause the other parties to sustain injury for which it would not have an adequate remedy at law for monetary damages. Therefore, each of the parties agrees that in the event of any such breach, the aggrieved party shall be entitled to the remedy of specific performance of such covenants or commitments and preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity, and the parties further agree to waive any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief.

5.6 Expenses

Each of the parties shall pay its own legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and

instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

5.7 Waiver

Each party hereto agrees and confirms that:

- (a) any provision of this Agreement may be amended or waived if, and only if, such amendment or waiver is in writing and signed, in the case of an amendment, by the Securityholder and Soleil or in the case of a waiver, by the party against whom the waiver is to be effective; and
- (b) no failure or delay by any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise.

5.8 Entire Agreement; Amendment

This Agreement constitutes the entire agreement among the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings among the parties with respect thereto. No addition to, or modification of, any provision of this Agreement shall be binding upon any party hereto unless made in writing and signed by the parties hereto. This Agreement is not intended and does not confer any rights or remedies upon any person other than the parties to this Agreement.

5.9 Notices

All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be deemed duly given and received (i) on the date of delivery, if delivered in person, (ii) upon confirmation of transmission by the sender's fax machine, if delivered by facsimile on a business day (or otherwise on the next business day), (iii) on the next business day following the date of delivery, if delivered by email, or (iv) on the first business day following the date of dispatch, if delivered by a nationally recognized next day courier service, to the respective parties at their addresses and fax numbers (as applicable) as follows:

- (a) if to Goldplay:

Goldplay Exploration Ltd.
2300 – 1177 West Hastings Street
Vancouver, British Columbia V6E 2K3

Attention: Marcio Fonseca

Email: marcio@goldplayexploration.com

- (b) if to the Securityholder, at the address set forth next to his or her name on the first page of this Agreement.

5.10 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of this Agreement is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.11 Successors and Assigns

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

5.12 Independent Legal Advice

The Securityholder acknowledges that it has entered into this Agreement willingly with full knowledge of the obligations imposed by the terms of this Agreement. The Securityholder further acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution of this Agreement that it has either done so or waived its right to do so, and agrees that this Agreement constitutes a binding legal obligation and that it is estopped from raising any claim on the basis that it has not obtained such advice.

5.13 Electronic Delivery and Counterparts

Each of the parties shall be entitled to rely on delivery by facsimile or email of a copy of this Agreement executed by the other party hereto. This Agreement may be executed in counterparts, each of which shall be deemed to be an original and all of which shall constitute one and the same document.

[Remainder of Page Intentionally Left Blank]

This Agreement has been agreed and accepted as of the date first written above.

GOLDPLAY EXPLORATION LTD.

By: _____
Name:
Title:

SIGNED, SEALED and DELIVERED in the)
presence of:)
)
)
_____)
Witness)

Name:

SCHEDULE A
SOLEIL SECURITIES

SOLEIL SHARES

<u>Registered name of shareholder</u>	<u># of Soleil Shares</u>
TOTAL:	

SOLEIL OPTIONS

<u>Registered name of optionholder</u>	<u># of Soleil Shares issuable on exercise of Soleil Options</u>
TOTAL:	