

ARRANGEMENT AGREEMENT

between

PINE POINT MINING LIMITED

and

OSISKO METALS INCORPORATED

Dated December 15, 2017

TABLE OF CONTENTS

ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES	2	
1.1	Definitions	2
1.2	Interpretation Not Affected by Headings.....	12
1.3	Number, Gender and Persons	13
1.4	Materiality.....	13
1.5	Date for any Action.....	13
1.6	Statutory References	13
1.7	Currency.....	13
1.8	Invalidity of Provisions.....	13
1.9	Accounting Matters.....	13
1.10	Knowledge.....	14
1.11	Meaning of Certain Phrase.....	14
1.12	Subsidiaries.....	14
1.13	Schedules	14
ARTICLE 2 THE ARRANGEMENT	14	
2.1	Arrangement	14
2.2	Court Proceedings.....	15
2.3	Effecting the Arrangement.....	16
2.4	Pine Point Options	16
2.5	Pine Point Warrants	17
2.6	Payment of Osisko Shares and Consideration Warrants.....	17
2.7	Consultation.....	17
2.8	U.S. Securities Law Matters	17
2.9	Spin-Off Transaction	18
2.10	Employees.....	20
2.11	Lock-Up Agreements.....	20
2.12	Closing	20
2.13	Adjustments on Dividend or Other Distribution.....	20
2.14	Withholding	20
ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF PINE POINT	21	
3.1	Representations and Warranties of Pine Point.....	21
3.2	Survival of Representations and Warranties.....	34
ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF OSISKO METALS	34	
4.1	Representations and Warranties of Osisko Metals	34
4.2	Survival of Representations and Warranties.....	47
ARTICLE 5 COVENANTS	47	
5.1	Covenants of Pine Point.....	47
5.2	Covenants of Osisko Metals	54
ARTICLE 6 CONDITIONS.....	58	
6.1	Mutual Conditions	58
6.2	Pine Point Conditions	60
6.3	Osisko Metals Conditions	61
6.4	Notice and Cure Provisions	63

6.5	Merger of Conditions.....	63
ARTICLE 7 NON-SOLICITATION, RIGHT TO MATCH, TERMINATION FEES AND EXPENSES		
63		
7.1	Non-Solicitation.....	63
7.2	Right to Match	67
7.3	Termination Fees	68
7.4	Access to Information; Confidentiality.....	69
7.5	Insurance and Indemnification.....	69
ARTICLE 8 TERM, TERMINATION, AMENDMENT AND WAIVER		
70		
8.1	Term.....	70
8.2	Termination.....	70
8.3	Mutual Understanding Regarding Amendments.....	72
8.4	Amendment.....	73
8.5	Waiver.....	74
ARTICLE 9 GENERAL.....		
74		
9.1	Privacy	74
9.2	Notices	74
9.3	Remedies.....	75
9.4	Expenses	76
9.5	Time of the Essence.....	76
9.6	Entire Agreement.....	76
9.7	Further Assurances	76
9.8	Governing Law; Waiver of Jury Trial	76
9.9	Execution in Counterparts.....	76
9.10	Waiver.....	77
9.11	No Personal Liability	77
9.12	Enurement and Assignment	77
Schedule "A"	Form of Plan of Arrangement	
Schedule "B"	Pine Point Property	
Schedule "C"	Pine Point Arrangement Resolution	
Schedule "D"	Pine Point Employees	

ARRANGEMENT AGREEMENT

THIS AGREEMENT dated the 15th day of December, 2017.

B E T W E E N :

PINE POINT MINING LIMITED

a corporation existing under the
Business Corporations Act (Ontario),

(hereinafter referred to as "**Pine Point**")

- and -

OSISKO METALS INCORPORATED,

a corporation existing under the
Business Corporations Act (British Columbia),

(hereinafter referred to as "**Osisko Metals**")

RECITALS:

WHEREAS Osisko Metals and Pine Point are proposing an arrangement providing for, among other things, the acquisition of all of the Pine Point Shares by Osisko Metals, and the transfer of certain assets of Pine Point to Spinco and the distribution of a portion of the proceeds from such sale (being Spinco Shares) to Osisko Metals and the former holders of Pine Point Shares;

AND WHEREAS Osisko Metals and Pine Point propose to effect the arrangement by way of a plan of arrangement under the provisions of the OBCA;

AND WHEREAS the Pine Point Board, based on the recommendation of the Pine Point Special Committee, has unanimously determined that the Arrangement to be effected by way of the Plan of Arrangement is advisable and in the best interest of Pine Point and the Pine Point Shareholders and that, on the basis of an opinion from its financial advisors, the Arrangement Consideration is fair, from a financial point of view, to the Pine Point Shareholders;

AND WHEREAS the Pine Point Board has approved the transactions contemplated by this Arrangement Agreement and unanimously determined to recommend approval of the Arrangement Resolution to the Pine Point Shareholders;

AND WHEREAS the Osisko Metals Board has unanimously determined that the Arrangement to be effected by way of the Plan of Arrangement is advisable and in the best interest of Osisko Metals and the Osisko Metals Shareholders and that the Arrangement Consideration is fair to the Osisko Metals Shareholders;

AND WHEREAS Pine Point and Osisko Metals intend that the proposed Arrangement be effected by way of a Plan of Arrangement under the provisions of the OBCA, and in furtherance of such Arrangement, the Pine Point Board has agreed to submit the Arrangement Resolution to the Pine Point Shareholders and the Arrangement to the Court for approval;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each of the Parties, the Parties hereby agree as follows:

ARTICLE 1 DEFINITIONS, INTERPRETATION AND SCHEDULES

1.1 Definitions

In this Arrangement Agreement, unless the context otherwise requires, the following words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them below:

- (a) "**Acquisition Proposal**" means, other than the transactions involving the Parties or Spinco contemplated by this Arrangement Agreement, any *bona fide* proposal or offer regarding (i) any acquisition or sale, direct or indirect, through one or more transactions, of: (A) the assets of Pine Point that, individually or in the aggregate, constitute 20% or more of the fair market value of the consolidated assets of Pine Point, or which contribute 20% or more of the consolidated revenue of Pine Point; or (B) 20% or more of the issued and outstanding voting or equity securities or any securities exchangeable for or convertible into voting or equity securities of Pine Point that, individually or in the aggregate, contribute 20% or more of the consolidated revenues or constitute 20% or more of the fair market value of the consolidated assets of Pine Point, or (ii) any proposal or offer to, or public announcement of an intention to, do any of the foregoing from any Person other than Osisko Metals, but does not include any *bona fide* proposal or offer regarding the acquisition of all or any of the assets that would form the Spinco Property (other than the Spinco Cash) that does not also propose an acquisition, directly or indirectly, of the Pine Point Project;
- (b) "**Applicable Securities Laws**" means the Securities Act and all other applicable Canadian securities laws;
- (c) "**Arrangement**" means an arrangement under the provisions of Section 182 of the OBCA on the terms and conditions set forth in the Plan of Arrangement, subject to any amendment or supplement thereto made in accordance therewith, herewith or made at the direction of the Court in the Final Order;
- (d) "**Arrangement Agreement**" or "**Agreement**" means this arrangement agreement, together with the Pine Point Disclosure Letter and the Osisko Metals Disclosure Letter and the schedules attached hereto, as amended, amended and restated or supplemented from time to time;
- (e) "**Arrangement Consideration**" means, for each Pine Point Share, (i) 0.2710 of an Osisko Metals Share, (ii) 0.0677 of a Consideration Warrant, and (iii) 0.10 of a Spinco Share;

- (f) "**Arrangement Resolution**" means the special resolution of the Pine Point Shareholders approving the Arrangement, the Plan of Arrangement and this Arrangement Agreement to be considered at the Pine Point Meeting, substantially in the form set out in Schedule "C";
- (g) "**Authorization**" means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, by-law, rule or regulation, whether or not having the force of Law;
- (h) "**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder;
- (i) "**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario or Montréal, Québec;
- (j) "**Change in Pine Point Recommendation**" shall have the meaning ascribed thereto in Section 5.1(b)(iii);
- (k) "**Claims**" means any and all debts, costs, expenses, liabilities, obligations, losses and damages, penalties, proceedings, actions, suits, assessments, reassessments or claims of whatsoever nature or kind including regulatory or administrative (whether or not under common law, on the basis of contract, negligence, strict or absolute liability or liability in tort, or arising out of requirements of applicable Laws), imposed on, incurred by, suffered by, or asserted against any Person or any property, absolute or contingent, and, except as otherwise expressly provided herein, includes all reasonable out-of-pocket costs, disbursements and expenses paid or incurred by such Person in defending any action;
- (l) "**Completion Deadline**" means the date by which the transactions contemplated by this Arrangement Agreement are to be completed, which date shall be on or prior to February 28, 2018, or such later date as may be agreed to by the Parties;
- (m) "**Consideration Warrants**" means common share purchase warrants of Osisko Metals to be distributed to Pine Point Shareholders pursuant to the Arrangement, with each such whole common share purchase warrant of Osisko Metals entitling the holder thereof to acquire one Osisko Metals Share at an exercise price of \$1.50 per Osisko Metals Share for a period of 12 months from the Effective Date;
- (n) "**Contracts**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding, joint venture, partnership, note, instrument or other right or obligation to which either of the Parties or any of their respective Subsidiaries is a party or by which either of the Parties or any of their respective Subsidiaries is bound or affected or to which any of their respective properties or assets is subject;
- (o) "**Court**" means the Ontario Superior Court of Justice (Commercial List);
- (p) "**Depository**" means TSX Trust Company, appointed for the purpose of, among other things, exchanging certificates representing Pine Point Shares for certificates representing Osisko Metals Shares, Consideration Warrants and Spinco Shares in connection with the Arrangement;
- (q) "**Director**" means the Director appointed pursuant to Section 278 of the OBCA;

- (r) "**Distribution Spinco Shares**" shall have the meaning ascribed thereto in the Plan of Arrangement;
- (s) "**Effective Date**" means the Effective Date as defined in the Plan of Arrangement;
- (t) "**Effective Time**" means the Effective Time as defined in the Plan of Arrangement;
- (u) "**Encumbrance**" includes any mortgage, pledge, assignment, charge, lien, claim, security interest, adverse interest, adverse claim, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;
- (v) "**Environmental Approvals**" means all permits, certificates, licences, authorizations, consents, instructions, registrations, directions or approvals issued or required by any Governmental Entity pursuant to any Environmental Law;
- (w) "**Environmental Laws**" means all applicable Laws, including applicable common law, relating to the protection of the environment and public health and safety, and includes Environmental Approvals;
- (x) "**Final Order**" means the order of the Court approving the Arrangement under Section 182 of the OBCA, in form and substance acceptable to Pine Point and Osisko Metals, each acting reasonably, after a hearing upon the procedural and substantive fairness of the terms and conditions of the Arrangement, as such order may be affirmed, amended, modified, supplemented or varied by the Court (with the consent of both Pine Point and Osisko Metals, each acting reasonably) at any time prior to the Effective Date or, if appealed, as affirmed or amended (provided that any such amendment is acceptable to both Pine Point and Osisko Metals, each acting reasonably) on appeal unless such appeal is withdrawn, abandoned or denied;
- (y) "**Flow-Through Shares**" means "flow-through shares" as defined in subsection 66(15) of the Tax Act;
- (z) "**Governmental Entity**" means:
 - (i) any supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, or any ministry or department or agency of any of the foregoing;
 - (ii) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court; and
 - (iii) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such foregoing entities or other bodies;
- (aa) "**Hazardous Substance**" means any chemical, material or substance in any form, whether solid, liquid, gaseous, semisolid or any combination thereof, whether waste material, raw material, finished product, intermediate product, by-product or any other material or article,

that is listed or regulated under any Environmental Laws as a hazardous substance, toxic substance or contaminant or is otherwise listed or regulated under any Environmental Laws because it poses a hazard to human health or the environment;

- (bb) "**IFRS**" means International Financial Reporting Standards formulated by the International Accounting Standards Board, as updated and amended from time to time;
- (cc) "**Indemnified Liabilities**" means (i) the Spinco Liabilities, (ii) all Claims by or in respect of any Transferred Employee, (iii) those liabilities referred to as "Indemnified Liabilities" in the Pine Point Disclosure Letter, (iv) any Transfer Taxes arising or payable in respect of, or as a result of, the transfer of the Spinco Property to Spinco, (v) any income taxes payable by Pine Point in respect of, or as a result of, the transfer of the Spinco Property to Spinco pursuant to the Spin-off Transaction, (vi) any income taxes payable by Pine Point in respect of, or as a result of, the transfer or distribution of all or any portion of the Distribution Spinco Shares to Pine Point Shareholders pursuant to the Arrangement, and (vii) such additional liabilities as Pine Point and Osisko Metals may agree in writing;
- (dd) "**Indemnified Parties**" shall have the meaning ascribed thereto in Section 7.5(c)(i);
- (ee) "**Interim Order**" means the interim order of the Court pursuant to the OBCA, in form and substance acceptable to Pine Point and Osisko Metals, each acting reasonably, made in connection with the Arrangement, as such order may be amended, modified, supplemented or varied by the Court (with the consent of both Pine Point and Osisko Metals, each acting reasonably);
- (ff) "**Laws**" means any laws, including, without limitation, supranational, national, provincial, state, municipal and local civil, commercial, banking, tax, personal and real property, security, mining, environmental, water, energy, investment, property ownership, land use and zoning, sanitary, occupational health and safety laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, by-laws, rules, regulations, ordinances, protocols, codes, guidelines, policies, notices, directions or other requirements of any Governmental Entity;
- (gg) "**Letter of Intent**" means the letter of intent dated as of November 16, 2017 between Osisko Metals and Pine Point in respect of the Arrangement;
- (hh) "**Liability**" of any Person shall mean and include (i) any right against such Person to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured or unsecured, (ii) any right against such Person to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to any equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured or unsecured, and (iii) any obligation of such Person for the performance of any covenant or agreement (whether for the payment of money or otherwise);
- (ii) "**Material Adverse Effect**" means, in respect of any Person, any change, effect, event, circumstance or development, which is, or would reasonably be expected to be, material and adverse to the business, properties, assets, liabilities (whether absolute, accrued, conditional or otherwise), result of operations, capitalization, financial condition or

operations of that Person and its Subsidiaries taken as a whole, other than any change, effect, event, circumstance or development relating to or affecting, as applicable:

- (i) general international or Canadian economic, financial, political or capital market conditions;
- (ii) the global mining industry in general;
- (iii) the market price of base metals or relating to changes in currency exchange rates, interest rates, monetary policy or inflation;
- (iv) any action or inaction taken by any Person to which such action or inaction has been expressly consented to in writing or as expressly permitted by this Agreement;
- (v) any generally applicable change in applicable Laws or regulations (other than orders, judgments or decrees against that Person or any of its Subsidiaries) or generally applicable change in IFRS;
- (vi) a change in the market trading price of shares or trading volume of that Person, either:
 - A. related to this Agreement and the Arrangement or the announcement thereof; or
 - B. primarily resulting from a change, effect, event, circumstance, development or occurrence excluded from this definition of Material Adverse Effect under clause (i), (ii), (iii), (iv) or (v) hereof;

provided, however, that such change, effect, event, circumstances or development referred to in clause (i), (ii), (iii), (iv) or (v) above does not primarily relate only to (or have the effect of primarily relating only to) that Person and its Subsidiaries, taken as a whole, or disproportionately adversely affect that Person and its Subsidiaries, taken as a whole, compared to other companies of similar size operating in the industry in which that Person and its Subsidiaries operate;

- (jj) "**Material Contract**" means, in respect of any Person, any Contract to which such Person is party (i) that if terminated or modified or if it ceased to be in effect, would reasonably be expected to have a Material Adverse Effect on such Person, (ii) under which such Person or any of its Subsidiaries has directly or indirectly guaranteed any liabilities or obligations of a third party (other than ordinary course endorsements for collection) in excess of \$25,000 in the aggregate, (iii) relating to indebtedness for borrowed money, whether incurred, assumed, guaranteed or secured by any asset, with an outstanding principal amount in excess of \$25,000, (iv) providing for the establishment, organization or formation of any joint venture that is material to it, (v) under which such Person or any of its Subsidiaries is obligated to make or expects to receive payments in excess of \$25,000 over the remaining term of the contract, (vi) that limits or restricts such Person or any of its Subsidiaries from engaging in any line of business or any geographic area in any material respect, or (vii) that is otherwise material to such Person and its Subsidiaries, considered as a whole;

- (kk) "**MI 61-101**" means Multilateral Instrument 61-101 – *Protection of Minority Security Holders in Special Transactions* of the Canadian Securities Administrators;
- (ll) "**OBCA**" means the *Business Corporations Act* (Ontario) and the regulations made thereunder;
- (mm) "**Osisko Metals**" means Osisko Metals Incorporated, a corporation existing under the BCBCA;
- (nn) "**Osisko Metals Board**" means the board of directors of Osisko Metals;
- (oo) "**Osisko Metals Disclosure Letter**" means the letter dated of even date herewith and delivered by Osisko Metals to Pine Point in the form accepted by and initialled on behalf of Pine Point with respect to certain matters in this Arrangement Agreement;
- (pp) "**Osisko Metals Financial Statements**" shall have the meaning ascribed thereto in Section 4.1(f);
- (qq) "**Osisko Metals Material Contracts**" shall have the meaning ascribed thereto in Section 4.1(p);
- (rr) "**Osisko Metals Mineral Rights**" shall have the meaning ascribed thereto in Section 4.1(r)(i);
- (ss) "**Osisko Metals Options**" means all options to purchase Osisko Metals Shares outstanding immediately prior to the Effective Time and issued pursuant to the Osisko Metals Stock Option Plan and detailed in the Osisko Metals Disclosure Letter;
- (tt) "**Osisko Metals Property**" shall have the meaning ascribed thereto in Section 4.1(r)(i);
- (uu) "**Osisko Metals Public Documents**" shall have the meaning ascribed thereto in Section 4.1(d);
- (vv) "**Osisko Metals Shareholders**" means, at any time, the holders of Osisko Metals Shares;
- (ww) "**Osisko Metals Shares**" means common shares in the capital of Osisko Metals;
- (xx) "**Osisko Metals Stock Option Plan**" means the stock option plan of Osisko Metals, as approved by the Osisko Metals Shareholders;
- (yy) "**Osisko Metals Subsidiaries**" means, together, the direct and indirect Subsidiaries of Osisko Metals, which are (i) Bowmore Exploracion de Mexico S.A. de C.V. (Mexico) and, (ii) Bowmore O&G Inc. (Canada), and "**Osisko Metals Subsidiary**" means either of them;
- (zz) "**Osisko Metals Warrants**" means all common share purchase warrants (excluding, for the avoidance of doubt, the Consideration Warrants) outstanding immediately prior to the Effective Time and entitling the holder thereof to acquire Osisko Metals Shares and detailed in the Osisko Metals Disclosure Letter;
- (aaa) "**Parties**" means, together, Pine Point and Osisko Metals, and "**Party**" means either of them;

- (bbb) "**Person**" means an individual, partnership, association, body corporate, joint venture, business organization, trustee, executor, administrative legal representative, Governmental Entity or any other entity, whether or not having legal status;
- (ccc) "**Pine Point**" means Pine Point Mining Limited, a corporation existing under the *Business Corporations Act* (Ontario);
- (ddd) "**Pine Point Board**" means the board of directors of Pine Point;
- (eee) "**Pine Point Circular**" means the notice of the Pine Point Meeting and accompanying management information circular, including all schedules thereto and documents incorporated by reference therein, to be sent to Pine Point Shareholders in connection with the Pine Point Meeting, and includes any amendments thereto;
- (fff) "**Pine Point Disclosure Letter**" means the letter dated of even date herewith and delivered by Pine Point to Osisko Metals in the form accepted by and initialled on behalf of Osisko Metals with respect to certain matters in this Arrangement Agreement;
- (ggg) "**Pine Point Dissent Procedures**" means the procedures to be taken by a Pine Point Shareholder in exercising Pine Point Dissent Rights;
- (hhh) "**Pine Point Dissent Rights**" means the rights of dissent to be provided to Pine Point Shareholders in respect of the Arrangement described in the Plan of Arrangement;
- (iii) "**Pine Point Dissenting Shareholders**" means registered Pine Point Shareholders who have duly and validly exercised their Pine Point Dissent Rights in strict compliance with the Pine Point Dissent Procedures and whose Pine Point Dissent Rights have not terminated;
- (jjj) "**Pine Point Employees**" means, collectively, the employees listed on Schedule "D", and "**Pine Point Employee**" means any one of them;
- (kkk) "**Pine Point Financial Statements**" shall have the meaning ascribed thereto in Section 3.1(f);
- (lll) "**Pine Point Lock-Up Agreements**" means, collectively, the voting and support agreements dated the date hereof and made between Osisko Metals and each Pine Point Locked-Up Shareholder, and "**Pine Point Lock-Up Agreement**" means any one of them;
- (mmm) "**Pine Point Locked-Up Shareholders**" means, collectively, the Persons who are party to a Pine Point Lock-Up Agreement, as specified in the Pine Point Disclosure Letter, and a "**Pine Point Locked-Up Shareholder**" means any one of them;
- (nnn) "**Pine Point Material Contracts**" shall have the meaning ascribed thereto in Section 3.1(r)(i);
- (ooo) "**Pine Point Meeting**" means the special meeting of the Pine Point Shareholders, including any adjournments or postponements thereof, to be held to, among other things, consider and, if deemed advisable, to approve the Arrangement Resolution;
- (ppp) "**Pine Point Mineral Rights**" shall have the meaning ascribed thereto in Section 3.1(u)(i);

- (qqq) **"Pine Point Options"** means all options to purchase Pine Point Shares outstanding immediately prior to the Effective Time and issued pursuant to the Pine Point Stock Option Plan and detailed in the Pine Point Disclosure Letter;
- (rrr) **"Pine Point Project"** means the interests of Pine Point in all the properties identified under the heading *"Pine Point Project Assets"* in Schedule "B" – Annex B-1 hereto;
- (sss) **"Pine Point Property"** means all of the assets of Pine Point, including, without limiting the generality of the foregoing, (i) the cash held by, and cash amounts otherwise owing to, Pine Point (for greater certainty, including all available tax refunds and receivables paid or payable from any Governmental Entity) as described in the Pine Point Disclosure Letter, and (ii) those properties described in Schedule "B" hereto;
- (ttt) **"Pine Point Public Documents"** shall have the meaning ascribed thereto in Section 3.1(d);
- (uuu) **"Pine Point Retained Cash"** [*Redacted – Commercially Sensitive.*];
- (vvv) **"Pine Point Shareholder Approval"** shall have the meaning ascribed thereto in Section 2.2(a)(iii);
- (www) **"Pine Point Shareholders"** means, at any time, the holders of Pine Point Shares;
- (xxx) **"Pine Point Shares"** means common shares in the capital of Pine Point;
- (yyy) **"Pine Point Special Committee"** means the special committee of the Pine Point Board constituted in connection with the transactions contemplated by this Agreement;
- (zzz) **"Pine Point Stock Option Plan"** means the stock option plan of Pine Point, as amended, amended and restated or supplemented from time to time, and as approved by the Pine Point Shareholders and described in the most recent management information circular of Pine Point filed on SEDAR;
- (aaaa) **"Pine Point Termination Fee"** means a cash termination payment in an amount equal to \$1.435 million payable by Pine Point to Osisko Metals upon the occurrence of a Pine Point Termination Fee Event;
- (bbbb) **"Pine Point Termination Fee Event"** shall have the meaning ascribed thereto in Section 7.3(c);
- (cccc) **"Pine Point Warrants"** means all common share purchase warrants outstanding immediately prior to the Effective Time and entitling the holder thereof to acquire Pine Point Shares and detailed in the Pine Point Disclosure Letter;
- (dddd) **"Plan of Arrangement"** means a plan of arrangement substantially in the form and content of Schedule "A" attached hereto and any amendment or variation thereto made in accordance with the Plan of Arrangement or Section 8.3;
- (eeee) **"Prescribed Period"** shall have the meaning ascribed thereto in Section 2.4(a);
- (ffff) **"Representatives"** shall have the meaning ascribed thereto in Section 7.1(a);

- (gggg) "**Retained Employees**" means, collectively, the Pine Point Employees that are retained by Pine Point following the Effective Time;
- (hhhh) "**Right to Match Period**" shall have the meaning ascribed thereto in Section 7.1(i)(iv);
- (iii) "**SEC**" means the U.S. Securities and Exchange Commission;
- (jjj) "**Securities Act**" means the *Securities Act* (Ontario) and the rules, regulations and published policies made thereunder;
- (kkkk) "**Securities Authorities**" means the securities regulatory authorities in each of the provinces and territories of Canada;
- (lll) "**SEDAR**" means the System for Electronic Analysis and Retrieval;
- (mmmm) "**Spinco**" means a corporation to be incorporated by Pine Point under the OBCA;
- (nnnn) "**Spinco Cash**" means an amount of cash equal to the amount, if any, by which (i) the cash held by, and cash amounts otherwise owing to, Pine Point immediately prior to the Effective Time (for greater certainty, including all available tax refunds and receivables paid or payable from any Governmental Entity), exceeds (ii) the amount of the Pine Point Retained Cash;
- (oooo) "**Spinco Contribution Agreement**" means the agreement between Pine Point, Spinco and Osisko Metals, in a form agreeable to Pine Point, Spinco and Osisko Metals, each acting reasonably, by which the Spinco Property and the Spinco Liabilities are transferred to or assumed by, as applicable, Spinco and Spinco indemnifies Osisko Metals and Pine Point in respect of the Indemnified Liabilities, all as more particularly described in Section 2.9;
- (pppp) "**Spinco Liabilities**" means all liabilities and obligations, whether accrued, contingent or otherwise, which arise out of or in connection with, the ownership, possession, financing, development or operation of the Spinco Property or which otherwise pertain or relate to the Spinco Property, including, without limiting the generality of the foregoing, (i) all liabilities and obligations of Pine Point in respect of reclamation obligations related to or in respect of the Spinco Property, (ii) all liabilities and obligations that are reflected on the *pro forma* financial statements of Spinco included in the Pine Point Circular, (iii) those liabilities which are referred to as "Spinco Liabilities" in the Pine Point Disclosure Letter, (iv) such other liabilities as Osisko Metals and Pine Point may in writing agree, and (v) all liabilities and obligations of Pine Point to be performed under any agreement, note, bond, mortgage, indenture, supplemental indenture, deed of trust, lease, license, franchise, concession, easement, contract or Authorization which pertains or relates to the Spinco Property;
- (qqqq) "**Spinco Property**" means all of the Pine Point Property other than (i) the Pine Point Project, and (ii) the Pine Point Retained Cash;
- (rrrr) "**Spinco Shares**" means common shares in the capital of Spinco;
- (ssss) "**Spin-off Transaction**" means the transfer of the Spinco Property to Spinco and the assumption by Spinco of the Spinco Liabilities, at the Effective Time, pursuant to terms

and conditions set forth in this Agreement, the Spinco Contribution Agreement and the Plan of Arrangement;

- (tttt) "**Subsidiary**" means, with respect to a specified body corporate, any body corporate of which the specified body corporate is entitled to elect a majority of the directors thereof and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to such a body corporate, excluding any body corporate in respect of which such direction or control is not exercised by the specified body corporate as a result of any existing contract, agreement or commitment;
- (uuuu) "**Superior Proposal**" means a *bona fide* written Acquisition Proposal made by a third party, or arm's length third parties acting jointly, subsequent to the date hereof (other than Osisko Metals or an Osisko Metals Subsidiary) and that (i) did not result from a breach of the provisions of Section 7.1, (ii) complies with all Applicable Securities Laws, (iii) in respect of which any required financing to complete such Acquisition Proposal has been demonstrated to the satisfaction of the Pine Point Board (or any relevant committee thereof), acting in good faith (after consultation with its financial advisors and outside legal counsel), will be obtained, (iv) is not subject to any due diligence and/or access condition that would allow access to the books, records, files, personnel or properties of Pine Point beyond 5:00 p.m. (Toronto time) on the tenth (10th) Business Day after which access is first afforded to the third party making the Acquisition Proposal (provided, however, that the foregoing shall not restrict the ability of such third party to continue to review information provided to it by Pine Point during such ten (10) Business Day period), and (v) the Pine Point Board (or any relevant committee thereof) has determined in good faith (after consultation with its financial advisors and outside legal counsel) (A) is reasonably capable of completion in accordance with its terms, taking into account all legal, financial, regulatory timing and other aspects of such Acquisition Proposal and the Person making such Acquisition Proposal, and (B) would reasonably be expected, if consummated in accordance with its terms (but not assuming away any risk of non-completion), to result in a transaction more favourable from a financial point of view to the Pine Point Shareholders than the Arrangement (including, without limitation, any adjustment to the terms and conditions of the Arrangement proposed by Osisko Metals pursuant to Section 7.2);
- (vvvv) "**Tax**" and "**Taxes**" means all federal, state, local, provincial, branch or other taxes, including, without limitation, income, gross receipts, windfall profits, value added, ad valorem, property, capital, net worth, production, sales, use, licence, excise, franchise, employment, sales taxes, use taxes, value added taxes, transfer taxes, withholding or similar taxes, payroll taxes, employment taxes, pension plan premiums, social security premiums, workers' compensation premiums, employment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, mining taxes, alternative or add-on minimum taxes, goods and services tax, harmonized sales tax, customs duties or other taxes of any kind whatsoever imposed or charged by any Governmental Entity, together with any interest, penalties, or additions with respect thereto and any interest in respect of such additions or penalties;
- (wwww) "**Tax Act**" means the *Income Tax Act* (Canada) and the regulations thereunder as may be amended from time to time;

- (xxxx) "**Tax Returns**" means all returns, schedules, elections, declarations, reports, information returns, notices, forms, statements and other documents made, prepared or filed with any taxing authority or required to be made, prepared or filed with any Governmental Entity relating to Taxes;
- (yyyy) "**Third Party Confidentiality Agreement**" shall have the meaning ascribed thereto in Section 7.1(f);
- (zzzz) "**Transaction Personal Information**" shall have the meaning ascribed thereto in Section 9.1;
- (aaaaa) "**Transfer Taxes**" means all transfer taxes (excluding, for greater certainty, income and profits taxes, capital taxes and similar taxes), including without limitation sales, use, excise, goods and services, stock, stamp, documentary, value added, property transfer, land transfer, registration, filing, recording, permit, license, authorization and similar taxes, filing fees and charges including penalties, interest, and additions to tax attributable thereto and costs and expenses relating to such taxes;
- (bbbbb) "**Transferred Employees**" means Jamie Levy, Halina McGregor, Patricia Mannard and Kerry Knoll, and "**Transferred Employee**" means any one of them;
- (ccccc) "**TSXV**" means the TSX Venture Exchange;
- (dddd) "**U.S. person**" shall have the meaning ascribed thereto in Rule 902(k) of Regulation S under the 1933 Act;
- (eeee) "**U.S. Securities Administrators**" means, collectively, the SEC and any state securities commission or similar regulatory authority of any state of the United States;
- (ffff) "**U.S. Securities Law**" means all applicable securities legislation in the United States, including without limitation, the 1933 Act and the 1934 Act, and the rules and regulations promulgated thereunder, including judicial and administrative interpretations thereof, and the securities laws of the states of the United States;
- (ggggg) "**1933 Act**" means the *Securities Act of 1933*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder; and
- (hhhhh) "**1934 Act**" means the *Securities Exchange Act of 1934*, as amended, of the United States of America, and the rules and regulations promulgated from time to time thereunder.

1.2 Interpretation Not Affected by Headings

The division of this Arrangement Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Arrangement Agreement. The terms "this Arrangement Agreement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Arrangement Agreement and the schedules attached hereto and not to any particular article, section or other portion hereof and include any agreement, schedule or instrument supplementary or ancillary hereto or thereto.

1.3 Number, Gender and Persons

In this Arrangement Agreement, unless the context otherwise requires, words importing the singular only shall include the plural and *vice versa*, words importing the use of either gender shall include both genders and neuter, and the word Person and all words importing Persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any Governmental Entity, political subdivision or instrumentality thereof) and any other entity of any kind or nature whatsoever.

1.4 Materiality

References in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretive for purposes of determining whether a Material Adverse Effect has occurred.

1.5 Date for any Action

If the date on which any action is required to be taken hereunder by any Party is not a Business Day, such action shall be required to be taken on the next succeeding day that is a Business Day.

1.6 Statutory References

Any reference in this Arrangement Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute or regulation in force from time to time and any statute or regulation that supplements or supersedes such statute or regulation.

1.7 Currency

Unless otherwise stated, all references in this Arrangement Agreement to amounts of money are expressed in lawful money of Canada, and "\$" refers to Canadian dollars.

1.8 Invalidity of Provisions

Each of the provisions contained in this Arrangement Agreement is distinct and severable and a declaration of invalidity or unenforceability of any such provision or part thereof by a court of competent jurisdiction shall not affect the validity or enforceability of any other provision hereof. To the extent permitted by applicable Law, the Parties waive any provision of Law that renders any provision of this Arrangement Agreement or any part thereof invalid or unenforceable in any respect. The Parties will engage in good faith negotiations to replace any provision hereof or any part thereof that is declared invalid or unenforceable with a valid and enforceable provision or part thereof, so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

1.9 Accounting Matters

Unless otherwise stated, all accounting terms used in this Arrangement Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder shall be made in a manner consistent with IFRS.

1.10 Knowledge

Where the phrases "to the knowledge of Pine Point" or "to Pine Point's knowledge" or "to the knowledge of Osisko Metals" or "to Osisko Metals' knowledge" are used in respect of Pine Point, Osisko Metals or an Osisko Metals Subsidiary, as the case may be, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon: (i) in the case of Pine Point, the collective actual knowledge of those officers of Pine Point set forth in the Pine Point Disclosure Letter, and (ii) in the case of Osisko Metals, the collective actual knowledge of those officers of Osisko Metals set forth in the Osisko Metals Disclosure Letter, and (iii) in the case of an Osisko Metals Subsidiary, the collective actual knowledge of those officers of the applicable Osisko Metals Subsidiary set forth in the Osisko Metals Disclosure Letter.

1.11 Meaning of Certain Phrase

In this Arrangement Agreement, the phrase "in the ordinary and regular course of business" shall mean and refer to those activities that are normally conducted by corporations engaged in the exploration and development of base metals deposits and the ownership of mineral rights and royalties and, with respect to the Parties, consistent with past practice of such party, provided that in any event such action is not unreasonable.

1.12 Subsidiaries

To the extent any representations, warranties, covenants or agreements contained herein relate, directly or indirectly, to a Subsidiary of Osisko Metals or Pine Point, each such provision shall be construed as a covenant by Osisko Metals or Pine Point to cause (to the fullest extent to which it is legally capable) such Subsidiary to perform the required action.

1.13 Schedules

The following schedules are attached to, and are deemed to be incorporated into and form part of, this Arrangement Agreement:

<u>Schedule</u>	<u>Matter</u>
Schedule "A"	Form of Plan of Arrangement
Schedule "B"	Pine Point Property
Schedule "C"	Pine Point Arrangement Resolution
Schedule "D"	Pine Point Employees

**ARTICLE 2
THE ARRANGEMENT**

2.1 Arrangement

- (a) The Parties agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions contained in this Arrangement Agreement and the Plan of Arrangement.

- (b) Each Pine Point Shareholder (other than a Pine Point Dissenting Shareholder) shall be entitled to receive, following completion of the Arrangement, the Arrangement Consideration in exchange for each Pine Point Share held immediately prior to the Effective Time, all as more specifically set out in the Plan of Arrangement.

2.2 Court Proceedings

Pine Point shall apply to the Court, in a manner acceptable to Osisko Metals, acting reasonably, pursuant to the OBCA for the Interim Order and Final Order as follows:

- (a) as soon as reasonably practicable after the date of execution of this Arrangement Agreement and subject to Section 5.1(a), Pine Point shall file, proceed with and diligently prosecute an application to the Court for the Interim Order which shall request that the Interim Order shall provide, among other things:
 - (i) for the class of Persons to whom notice is to be provided in respect of the Arrangement and the Pine Point Meeting and for the manner in which such notices are to be provided, such notices to include, *inter alia*, that such Persons have a right to appear at the hearing before the Court at which the fairness of the Arrangement is to be adjudged;
 - (ii) for confirmation of the record date for the Pine Point Meeting for the purposes of determining the Pine Point Shareholders entitled to receive notice of and vote at the Pine Point Meeting;
 - (iii) that the requisite approval for the Arrangement Resolution shall be (A) at least 66 $\frac{2}{3}$ % of the votes cast on the Arrangement Resolution by the Pine Point Shareholders, voting as a single class, present in person or by proxy at the Pine Point Meeting, each being entitled to one vote per Pine Point Share; and (B) a simple majority of the votes cast on the Arrangement Resolution by Pine Point Shareholders (other than Jamie Levy and Kerry Knoll and any other Pine Point Shareholder excluded for purpose of such vote under MI 61-101), present in person or represented by proxy at the Pine Point Meeting, each being entitled to one vote per Pine Point Share, voting in accordance with Part 8 of MI 61-101 or any exemption therefrom (the "**Pine Point Shareholder Approval**");
 - (iv) that, in all other respects, the terms, conditions and restrictions of the Pine Point constating documents, including quorum requirements and other matters, shall apply in respect of the Pine Point Meeting;
 - (v) that the Parties intend to rely upon the exemption from registration provided by Section 3(a)(10) of the 1933 Act in connection with the issuance of Osisko Metals Shares, Consideration Warrants and Spinco Shares to the Pine Point Shareholders, all as contemplated by the Arrangement, subject to and conditioned upon the Court's determination following a hearing that the Arrangement is fair and reasonable to the Pine Point Shareholders;
 - (vi) for the grant of the Pine Point Dissent Rights to the registered holders of Pine Point Shares;

- (vii) for notice requirements with respect to the presentation of the application to the Court for the Final Order;
 - (viii) that the Pine Point Meeting may be adjourned or postponed from time to time by management of Pine Point, in accordance with the terms of the Arrangement Agreement, without the need for additional approval of the Court;
 - (ix) that the record date for the Pine Point Shareholders entitled to notice of and to vote at the Pine Point Meeting will not change in respect of any adjournment(s) of the Pine Point Meeting; and
 - (x) for such other matter as the Parties, each acting reasonably, may reasonably require, and
- (b) subject to obtaining the approvals as contemplated by the Interim Order and as may be directed by the Court in the Interim Order, take all steps necessary or desirable to submit the Arrangement to the Court and to apply for the Final Order.

The notices of motion and related materials for the applications referred to in this Section 2.2 shall be in a form satisfactory to the Parties, each acting reasonably.

2.3 Effecting the Arrangement

Subject to the rights of termination contained in Article 8 hereof, upon the Pine Point Shareholders providing the Pine Point Shareholder Approval in accordance with the Interim Order, Pine Point obtaining the Final Order and the other conditions contained in Article 6 hereof being complied with or waived, to the extent required under the OBCA, Pine Point shall file with the Director the Final Order and such other documents as may be required in order to effect the Arrangement.

2.4 Pine Point Options

Subject to applicable Laws, Pine Point and the Pine Point Board shall accelerate the time at which the outstanding Pine Point Options may first be exercised, make any required amendments to the Pine Point Option Plan or the Pine Point Options outstanding thereunder and take any further action necessary to ensure that all Pine Point Options may be exercised prior to the Effective Time and prior to the expiry of the Prescribed Period, and that any Pine Point Options that are not exercised prior to the expiry of the Prescribed Period shall terminate and be cancelled at the Effective Time in accordance with the Plan of Arrangement. In connection with the foregoing, Pine Point shall:

- (a) promptly deliver written notice to each holder of outstanding Pine Point Options advising such Pine Point Option holders that (i) they may elect to subscribe for all or a portion of the Pine Point Shares issuable upon exercise of their Pine Point Options and payment of the relevant exercise price within the period prescribed by the Pine Point Board (the "**Prescribed Period**"), such period being at least thirty (30) calendar days in duration (unless otherwise agreed to by the Pine Point Option holder) and in any event to expire not less than one (1) Business Day prior to the Effective Date, or (ii) if no such election is made, their unexercised Pine Point Options will be terminated without payment pursuant to the Arrangement at the Effective Time; and
- (b) immediately prior to the completion of the Arrangement, issue as fully paid and non-assessable shares, free of pre-emptive rights, Pine Point Shares to all holders of Pine Point

Options who have validly exercised such Pine Point Options (including having tendered payment in respect thereof) within the Prescribed Period.

2.5 Pine Point Warrants

On the Effective Date, each Pine Point Warrant that remains unexercised at the Effective Time shall, entitle the holder thereof to acquire that number of Osisko Metals Shares at an exercise price as is adjusted in accordance with the exchange ratio set forth in the Plan of Arrangement. Following the Effective Time, the other terms governing the Pine Point Warrants (expiry, manner of exercise, status under applicable Laws, etc.) shall otherwise remain unchanged following the Effective Time.

2.6 Payment of Osisko Shares and Consideration Warrants

- (a) Osisko shall, following receipt of the Final Order and prior to the filing by Pine Point of the Articles of Arrangement with the Director, transfer or cause to be transferred to the Depositary sufficient Osisko Shares and Consideration Warrants, to be held in escrow pursuant to the terms of a depositary agreement to be entered into between Osisko Metals, Pine Point and the Depositary (the terms and conditions of such depositary agreement to be satisfactory to Pine Point and Osisko, each acting reasonably), in order to pay the aggregate Arrangement Consideration, other than Spinco Shares, for all of the Pine Point Shares to be acquired pursuant to the Arrangement.
- (b) Pine Point shall, following receipt of the Final Order and prior to the filing by Pine Point of the Articles of Arrangement with the Director, transfer or cause to be transferred to the Depositary sufficient Spinco Shares, to be held in escrow pursuant to the terms of a depositary agreement to be entered into between Osisko Metals, Pine Point and the Depositary (the terms and conditions of such depositary agreement to be satisfactory to Pine Point and Osisko, each acting reasonably) in order to pay the aggregate Spinco Shares to be distributed to Pine Point Shareholders pursuant to the Arrangement.

2.7 Consultation

The Parties will consult with each other in issuing any press release or otherwise making any public statement with respect to this Arrangement Agreement or the Arrangement and in making any filing with the Court or the Director, any Governmental Entity, Securities Authority, U.S. Securities Administrators or stock exchange with respect thereto. Each Party shall use its commercially reasonable best efforts to enable the other Party to review and comment on all such press releases and filings prior to the release or filing, respectively, thereof.

2.8 U.S. Securities Law Matters

- (a) The Parties intend that the issuance of the Arrangement Consideration to the Pine Point Shareholders pursuant to the Arrangement will be issued in reliance on the exemptions from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof. In order to ensure the availability of the exemptions from registration provided by Section 3(a)(10) of the 1933 Act, the Parties agree that the Arrangement will be carried out in accordance with the requirements of the SEC's Staff Legal Bulletin (SLB) No. 3A (June 18, 2008), including but not limited to the following:
 - (i) prior to the issuance of the Interim Order, the Court will be advised of the intention of the Parties to rely on the exemption from registration provided by Section

3(a)(10) of the 1933 Act with respect to the issuance of the Arrangement Consideration in connection with the Arrangement, based on the Court's approval of the Arrangement;

- (ii) the Arrangement Consideration issued and exchanged in the Arrangement will not be offered in cash;
- (iii) the Court will be required to satisfy itself that the Arrangement is fair and reasonable to the Pine Point Shareholders;
- (iv) Pine Point will ensure that each Pine Point Shareholder entitled to receive Osisko Metals Shares, Consideration Warrants and Spinco Shares pursuant to the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
- (v) the Pine Point Shareholders will be advised that the Osisko Metals Shares, Consideration Warrants and Spinco Shares to be received by Pine Point Shareholders pursuant to the Arrangement have not been registered under the 1933 Act and will be issued by Osisko Metals or Spinco, as applicable, in reliance on the exemption from registration provided by Section 3(a)(10) of the 1933 Act;
- (vi) the Final Order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair and reasonable to the Pine Point Shareholders;
- (vii) the Interim Order approving the Pine Point Meeting will specify that each Pine Point Shareholder will have the right to appear before the Court at the hearing to approve the Final Order so long as they enter an appearance within a reasonable time; and
- (viii) the Final Order shall include a statement to substantially the following effect:

"This Order will serve as the basis of a claim to an exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that act, regarding the distribution of securities of Osisko Metals and Spinco, pursuant to the Plan of Arrangement."

2.9 Spin-Off Transaction

- (a) Prior to the Effective Time:
 - (i) Pine Point shall have incorporated Spinco pursuant to the OBCA;
 - (ii) Pine Point shall have subscribed for an initial Spinco Share for \$1.00 and Spinco shall have issued the initial Spinco Share to Pine Point; and
 - (iii) Pine Point, Spinco and Osisko Metals shall have entered into the Spinco Contribution Agreement.

- (b) The Spin-off Transaction will be completed pursuant to and in accordance with the Spinco Contribution Agreement and the Arrangement, and in connection therewith, (X) Pine Point will transfer, assign and convey to Spinco all of the right, title and interest of Pine Point in and to the Spinco Property in consideration for the Distribution Spinco Shares, and (Y) Spinco will assume the Spinco Liabilities.
- (c) Pursuant to the Spinco Contribution Agreement, Spinco will acknowledge and agree that:
- (i) it is fully informed of all matters relating to the Spinco Property and the Spinco Liabilities;
 - (ii) neither Pine Point nor Osisko Metals is making any representation, warranty or covenant to, or for the benefit of, Spinco with respect to the Spinco Property, the Spinco Liabilities or the Spin-off Transaction;
 - (iii) if the Spin-off Transaction is consummated pursuant to the Plan of Arrangement, Spinco will acquire the Spinco Property on an "as is, where is" basis at the sole risk and peril of Spinco;
 - (iv) none of Spinco nor its affiliates, directors, officers, employees, agents or representatives shall acquire or hold any interest in real property wholly or partially within 15 kilometres of the outer boundary of the Pine Point Project for the purpose of conducting exploration or mining development and/or mining operations, including any mineral interests of any nature, including without limitation, mining permits, licenses, claims or other concessions, whether directly or indirectly through royalty, stream or other similar interests or the acquisition of all or any part of another Person or special purpose vehicle not recognized by law; provided, however, that notwithstanding the foregoing, the ownership by a director, officer, employee, agent or representative of Spinco of securities of a public company of which it is not an "insider" that acquires or holds any interest in real property wholly or partially within 15 kilometres of the outer boundary of the Pine Point Project shall be permitted;
 - (v) none of Pine Point, Osisko Metals or any of their respective affiliates, directors, officers, employees, agents or representatives shall have any liability to Spinco in respect of the Spinco Property, the Spinco Liabilities or any aspect of the Spin-off Transaction, and Spinco shall have no recourse against Pine Point or Osisko Metals in relation thereto;
 - (vi) Spinco shall be responsible for, and shall pay, all Transfer Taxes arising or payable in respect of the transfer of the Spinco Property to Spinco; and
 - (vii) Spinco shall provide an indemnity in favour of Osisko Metals and Pine Point, to indemnify and save harmless Osisko Metals, Pine Point and their respective Subsidiaries, successors and assigns for, from and against all losses sustained, suffered or incurred by any of them as a result of, arising out of or in connection with any Indemnified Liability, which indemnity shall be in form and substance satisfactory to the Parties, each acting reasonably.

In addition, pursuant to the Spinco Contribution Agreement, the Parties shall agree to an allocation of the consideration for the Spinco Property amongst the Spinco Property for tax purposes and will agree to file all tax returns in a manner consistent with that allocation.

- (d) Pursuant to the Spinco Contribution Agreement, Pine Point will acknowledge and agree that all cash received by Pine Point following the Effective Time in respect of amounts owing to Pine Point immediately prior to the Effective Time (for greater certainty, including all available tax refunds and receivables paid or payable from any Governmental Entity) will be paid forthwith by Pine Point to Spinco.
- (e) It is the intention of the Parties that the Spin-off Transaction and distribution of the Spinco Shares to the Pine Point Shareholders will be structured with a view to minimizing any income taxes otherwise payable by Pine Point and the Pine Point Shareholders in connection with such transactions.

2.10 Employees

Pine Point Employees, other than the Transferred Employees, shall remain with Pine Point upon completion of the Arrangement. For greater certainty, any liability arising in respect of Pine Point Employees, other than the Transferred Employees, who are not retained as Retained Employees, shall be a liability of Pine Point from and after the Effective Time.

Pine Point shall use commercially reasonable efforts to cause each of the Transferred Employees to accept, effective immediately prior to the Effective Time and contingent on the completion of the Arrangement, an offer of employment with Spinco on the proposed terms set forth in the Pine Point Disclosure Letter.

2.11 Lock-Up Agreements

Pine Point shall concurrently with the execution and delivery to Osisko Metals of this Agreement, deliver to Osisko Metals a duly executed Pine Point Lock-Up Agreement from each Pine Point Locked-Up Shareholder.

2.12 Closing

The closing of the Arrangement will take place at the offices of Bennett Jones LLP, located at 3400 One First Canadian Place, Toronto, Ontario, at 8:00 a.m. (Toronto time) on the Effective Date.

2.13 Adjustments on Dividend or Other Distribution

If on or after the date hereof, Pine Point declares, sets aside or pays any dividend or other distribution to the Pine Point Shareholders of record as of a time prior to the Effective Date, the Parties hereto shall make such adjustments to the Arrangement as they determine acting in good faith to be necessary to restore the original intention of the Parties in the circumstances.

2.14 Withholding

Pine Point, Osisko Metals and the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person hereunder and from all dividends or other distributions otherwise payable to any former Pine Point Shareholder such amounts as Pine Point, Osisko Metals or the Depositary are required to deduct and withhold with respect to such payment under the Tax

Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax Laws, in each case, as amended. Any of Osisko Metals, Pine Point or the Depositary is hereby authorized to sell or otherwise dispose of any non-cash consideration payable to the Person as is necessary to provide sufficient funds to Osisko Metals, Pine Point or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and Osisko Metals, Pine Point or the Depositary, as applicable, shall notify such Person and remit to such Person any unapplied balance of the net proceeds of such sale. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Person in respect of which such deduction and withholding was made, provided that such withheld amounts are remitted to the appropriate Governmental Entity.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES OF PINE POINT

3.1 Representations and Warranties of Pine Point

Pine Point hereby represents and warrants to Osisko Metals as set forth in this Section 3.1 and hereby acknowledges that Osisko Metals is relying upon such representations and warranties in connection with entering into this Arrangement Agreement and agreeing to complete the Arrangement.

(a) Organization:

- (i) Pine Point has been duly incorporated or formed under the applicable Laws of its jurisdiction of incorporation or formation, is validly existing and has all necessary corporate power, authority, and capacity to own its property and assets and to carry on its business as currently owned and conducted. Pine Point does not hold any equity interest, or right to acquire any equity interest, in any Person. Pine Point has no Subsidiaries.
- (ii) Pine Point is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified, licensed or in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of Pine Point.

(b) Capitalization:

- (i) The authorized capital of Pine Point consists of an unlimited number of Pine Point Shares. As at the date of this Agreement, 154,186,246 Pine Point Shares are issued and outstanding. As at the date of this Agreement, there are outstanding (A) Pine Point Options to acquire an aggregate of up to 8,690,000 Pine Point Shares, and (B) Pine Point Warrants to acquire an aggregate of up to 21,397,809 Pine Point Shares, the details of which are set out in the Pine Point Disclosure Letter. Except for the Pine Point Options and Pine Point Warrants referred to in the preceding sentence, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Pine Point to issue or sell any Pine Point Shares or securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of Pine Point.

- (ii) Pine Point has provided to Osisko Metals, for all of the outstanding Pine Point Options and Pine Point Warrants as at the date of this Agreement, (A) a true and complete list setting out the name of each holder of a Pine Point Option, the number of Pine Point Options held by such Person and the exercise price, date of grant and expiry date of each such option, as well as a true and complete copy of the Pine Point Stock Option Plan effective as of the date hereof; and (B) a true and complete list setting out the name of each holder of a Pine Point Warrant, the number of Pine Point Warrants held by such Person and the exercise price, date of grant and expiry date of each such Pine Point Warrant.
 - (iii) All outstanding Pine Point Shares and the Pine Point Shares to be issued on the exercise of Pine Point Options and Pine Point Warrants have been duly authorized. The outstanding Pine Point Shares are, and the Pine Point Shares to be issued on the exercise of Pine Point Options and Pine Point Warrants will be when issued, validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights.
 - (iv) There are no outstanding bonds, debentures or other evidences of indebtedness of Pine Point having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the Pine Point Shares on any matter. There are no outstanding obligations of Pine Point to repurchase, redeem or otherwise acquire any outstanding Pine Point Shares or, other than as contemplated by this Agreement, with respect to the voting or disposition of any outstanding securities of Pine Point. No holder of securities issued by Pine Point has any right to compel Pine Point to register or otherwise qualify securities for public sale in Canada, the United States or elsewhere.
 - (v) Pine Point does not have any Subsidiaries.
- (c) Authority and No Violation:
- (i) Pine Point has the necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Pine Point has been duly authorized by the Pine Point Board and no other corporate proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Pine Point and constitutes a legal, valid and binding obligation of Pine Point, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity.
 - (ii) The authorization of this Agreement, the execution and delivery by Pine Point of this Agreement and the performance by it of its obligations under this Agreement, and the Arrangement will not:
 - A. result (with or without notice or the passage of time) in a violation or breach of or constitute a default under, require an Authorization to be obtained under or give rise to any third party right of termination, amendment, cancellation, acceleration, penalty or payment obligation or right of purchase or sale or pre-emptive or participation right under, any provision of:

- I. its articles, by-laws or other charter documents;
 - II. any applicable Laws, except to the extent that the violation or breach of, under, any applicable Laws, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Pine Point;
 - III. any note, bond, mortgage, indenture, instrument, contract, agreement, lease, Authorization or government grant to which Pine Point is party or by which it is bound, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Pine Point; or
 - IV. any judgment, decree, order or award of any Governmental Entity or arbitrator;
- B. give rise to any right of termination, amendment, acceleration or cancellation of indebtedness of Pine Point, or cause any such indebtedness to come due before its stated maturity, or cause any available credit of Pine Point to cease to be available, or cause any security interest in any assets of Pine Point to become enforceable or realizable, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Pine Point;
 - C. give rise to any rights of first refusal or trigger any change in control provisions or any restriction or limitation under any such note, bond, mortgage, indenture, contract, agreement, Authorization or government grant, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Pine Point; or
 - D. result in the imposition of any Encumbrance upon any assets of Pine Point, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Pine Point.
- (iii) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained by Pine Point in connection with this Agreement and the consummation of the Arrangement other than the Pine Point Shareholder Approval, the requirement to prepare and file this Agreement together with related continuous disclosure filings and except for such authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by this Agreement.

(d) Public Filings:

Pine Point has filed all material documents or information required to be filed by it under Applicable Securities Laws since January 1, 2016 (the "**Pine Point Public Documents**"). All of the Pine Point Public Documents, as of their respective dates, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated

therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. All of the Pine Point Public Documents, as of their respective dates (and as of the dates of any amendments thereto), complied as to both form and content in all material respects with the requirements of Applicable Securities Laws or were amended on a timely basis to correct deficiencies identified by securities commissions or similar securities regulatory authorities. All of the Pine Point Public Documents are publicly available on SEDAR. Pine Point has not filed any confidential material change report with any securities regulatory authority that at the date hereof remains confidential.

(e) Mineral Reserves and Resources:

The estimated proven and probable mineral reserves and estimated indicated, measured and inferred mineral resources disclosed in the Pine Point Public Documents since January 1, 2016 have been prepared and disclosed in all material respects in accordance with the requirements set forth in National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* and all applicable Laws. There has been no material reduction in the aggregate amount of estimated mineral reserves, estimated mineral resources or mineralized material of Pine Point, taken as a whole, from the amounts disclosed in the Pine Point Public Documents since January 1, 2016. All material drill results have been disclosed in the Pine Point Public Documents filed (and available on SEDAR) on or before the date hereof.

(f) Financial Statements:

The audited financial statements of Pine Point (including any related notes thereto) for the fiscal year ended December 31, 2016 and the interim financial statements of Pine Point (including any related notes thereto) for the period ended September 30, 2017 (the "**Pine Point Financial Statements**") have been prepared in accordance with IFRS and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), financial position and results of operations of the Company as at December 31, 2016 and September 30, 2017, as applicable, and for the periods covered thereby applied on a basis consistent with the immediately prior period and throughout the periods indicated (except as may be indicated expressly in the notes thereto) and, in the case of unaudited statements, subject to normal, recurring period-end adjustments that are not material. The Pine Point Financial Statements reflect appropriate and adequate reserves in accordance with IFRS in respect of contingent liabilities, if any, of Pine Point.

(g) Liabilities and Indebtedness:

Pine Point has no material liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise), except for: (i) liabilities and obligations that are specifically disclosed in the Pine Point Financial Statements; or (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since December 31, 2016 that are not and would not, individually or in the aggregate with all other liabilities and obligations of Pine Point (other than those disclosed in the Pine Point Financial Statements), reasonably be expected to have a Material Adverse Effect in respect of Pine Point, or, as a consequence of the consummation of this Agreement, have a Material Adverse Effect in respect of Pine Point. Pine Point has no material obligation to issue any

debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other Person.

(h) No Brokers:

Other than as disclosed in the Pine Point Disclosure Letter, Pine Point has not agreed to pay any brokerage fees, finder's fees, financial advisory fees, agent's commissions or other similar forms of compensation in connection with the Arrangement or any similar transaction.

(i) Books and Records:

(i) The financial books, records and accounts of Pine Point in all material respects:

- A. have been maintained in accordance with IFRS;
- B. are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Pine Point; and
- C. accurately and fairly reflect the basis for the Pine Point Financial Statements.

(ii) Pine Point's corporate minute books contain minutes of all meetings and resolutions of the directors and securityholders held.

(iii) Pine Point has provided to Osisko Metals, on or before the date hereof, a true and complete copy of the minute books of Pine Point (including, without limitation, all meetings of any committees of Pine Point) since January 1, 2015.

(j) Non-Competition Agreements:

Pine Point is not a party to or bound by any non-competition agreement or any other agreement or obligation which purports to limit the manner or localities in which all or any material portion of the business of Pine Point is or would be conducted.

(k) Absence of Certain Changes or Events:

Since September 30, 2017 and other than for the purposes of the transactions contemplated herein:

- (i) Pine Point has conducted its business only in the ordinary course of business consistent with past practice;
- (ii) there has not occurred one or more changes, events or occurrences which would, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect in respect of Pine Point;
- (iii) Pine Point has not incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Pine Point;

- (iv) there has not been any incurrence, assumption or guarantee by Pine Point of any debt for borrowed money, any creation or assumption by Pine Point of any Encumbrance, or any making by Pine Point of any loan, advance or capital contribution to or investment in any other Person, which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Pine Point; and
- (v) Pine Point has not effected any change in its accounting methods, principles or practices.

(l) No Default:

Neither Pine Point nor, to the knowledge of Pine Point, any other party thereto, is in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default or would trigger a right of termination under: (i) any note, bond, mortgage, indenture or other instrument evidencing any indebtedness to which Pine Point is a party; or (ii) any other contract, agreement, lease, letter of intent, offer, Authorization or government grant or other instrument or obligation, which would individually or in the aggregate, be reasonably expected to have a Material Adverse Effect in respect of Pine Point.

(m) Litigation:

- (i) There is no claim, action, proceeding or, to the knowledge of Pine Point, investigation that has been commenced or is pending or, to the knowledge of Pine Point, threatened against Pine Point or affecting any of its property or assets before any Governmental Entity which, if determined adversely to Pine Point, as the case may be, would, individually or in the aggregate:
 - A. reasonably be expected to result in Liability to Pine Point in excess of \$100,000 or have a Material Adverse Effect in respect of Pine Point, nor is Pine Point aware of any existing ground on which any such claim, action, proceeding or investigation might be commenced with any reasonable likelihood of success; or
 - B. reasonably be expected to prevent or materially delay the consummation of the Arrangement.
- (ii) On or before the date hereof, neither Pine Point nor any of its assets and properties, is subject to any outstanding judgment, order, writ, injunction or decree which would reasonably be expected to have a Material Adverse Effect in respect of Pine Point or to prevent or materially delay the consummation of the Arrangement.

(n) Compliance with Laws:

Pine Point has complied with and is not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Pine Point, or which would not materially impair the ability of Pine Point to perform its obligations hereunder or reasonably be expected to prevent or materially delay the consummation of the Arrangement.

(o) Employment Matters:

- (i) Other than as disclosed in the Pine Point Disclosure Letter, no Person is a party to or a participant in any agreement, arrangement, plan, obligation or understanding providing for severance or termination or other payments in connection with the termination of the employment or engagement of, or resignation of, any director, officer or employee of, or independent contractor to, Pine Point following a change of control of Pine Point (other than statutory severance obligations) and there are no written or oral agreements, arrangements, plans, obligations or understandings providing for severance or termination or other payments in connection with the termination of the employment or engagement of, or resignation of, any director, officer or employee of, or independent contractor to, Pine Point following a change of control of Pine Point.
- (ii) There is no Person who is a director, officer, employee or independent contractor of Pine Point other than the Pine Point Employees.
- (iii) Other than as disclosed in the Pine Point Disclosure Letter, Pine Point is not a party to any employment, engagement or similar agreement with any director or officer of Pine Point.
- (iv) Pine Point has not declared or paid, or committed to declare or pay, any amount to any Person in respect of a performance or incentive or other bonus in respect of all or any part of its fiscal year ended on December 31, 2016 or its fiscal year ending on December 31, 2015 or in connection with the completion of the transactions contemplated by the Arrangement and this Agreement.
- (v) Pine Point is not subject to any claim for wrongful dismissal, constructive dismissal or any other claim, actual or threatened, or any litigation, actual or threatened, relating to its employees or independent contractors (including, without limitation, any termination of such Persons) other than those claims or such litigation as would individually or in the aggregate not have a Material Adverse Effect in respect of Pine Point.
- (vi) Pine Point is not a party to any collective bargaining agreement or subject to any application for certification or threatened or apparent union-organizing campaign and there are no current, pending or threatened strikes, lockouts or other labour disputes or disruptions at Pine Point.
- (vii) Pine Point does not have a pension plan.

(p) Tax Matters:

Except in each case as would not, individually or in the aggregate, result in a Material Adverse Effect with respect to Pine Point:

- (i) Pine Point has duly and in a timely manner filed all material Tax Returns required to be filed by it and all such Tax Returns are correct and complete in all material respects and fully disclose the income and expenses as required or permitted by applicable Law. Pine Point has duly paid on a timely basis all Taxes, including, without limitation, instalments, which are due and payable by it, and has paid all

assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable by it on or before the date hereof, other than those which are being contested in good faith and in respect of which adequate reserves have been provided in the Pine Point Financial Statements. Adequate provision has been made on the Pine Point Financial Statements for amounts at least equal to the amount of all Taxes assessed and all Taxes owing by Pine Point that are not yet due and payable and that relate to periods ending on or prior to the date of this Agreement, including, without limitation, income taxes and related deferred taxes, in conformity with IFRS and all other applicable accounting rules and principles. No deficiencies exist or have been asserted with respect to Taxes of Pine Point and there are no actions, suits, disputes, proceedings, investigations, audits, assessments, reassessments or claims outstanding, pending or, to the knowledge of Pine Point, threatened against Pine Point in respect of Taxes, or any matters under discussion with any Governmental Entity relating to Taxes.

- (ii) Pine Point is not party to or bound by any material tax sharing agreement, tax indemnification agreement or similar agreement or arrangement relating to Taxes with any Person.
- (iii) Pine Point has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by Law to be remitted by it.
- (iv) Pine Point has duly and timely collected all amounts on account of sales or Transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by Law to be remitted by it.
- (v) Pine Point has not requested, or entered into any agreement or other arrangement or executed any waiver providing for, any extension of time within which:
 - A. to file any elections, designations or similar filings relating to any Taxes for which Pine Point is or may be liable;
 - B. Pine Point is required to pay or remit any Taxes or amounts on account of Taxes (other than any Taxes being appealed in good faith); or
 - C. any Governmental Entity may assess, reassess or collect any Taxes for which Pine Point is or may be liable.
- (vi) Pine Point has furnished or made available to Osisko Metals complete and accurate copies of all material Tax Returns, and any amendments thereto, filed by Pine Point for the preceding three taxation years.
- (vii) To the knowledge of Pine Point, no transaction or arrangement between Pine Point and any Person with whom Pine Point was not dealing at arm's length, within the meaning of the Tax Act, involving the acquisition, delivery, disposition or provision of property or services or the right to use property or services, has taken

place for consideration that is other than the fair market value of such property, services or right to use property or services and each such transaction or arrangement was made on arm's length terms and conditions.

- (viii) There are no circumstances existing and no transactions or series of transactions or events has occurred which has resulted or which could result in the application of sections 78 to 80.04 of the Tax Act or any equivalent provincial Tax Law to Pine Point.
- (ix) Other than as disclosed in the Pine Point Disclosure Letter, Pine Point is in full compliance with any covenants by it in any agreement to which it is a party relating to the issuance by Pine Point of Flow-Through Shares to any Person, and is not in breach of any representations or warranty by it in any such agreement.
- (x) All of the obligations of Pine Point in respect of any outstanding Flow-Through Shares are fully and fairly described in the Pine Point Disclosure Letter.

(q) Insurance:

Pine Point maintains or causes to be maintained insurance, naming Pine Point as an insured, of the types and in amounts customary and usual for persons engaged in a business similar to that carried out by Pine Point.

(r) Material Contracts:

- (i) Except as set forth in the Pine Point Disclosure Letter, Pine Point is not party to any contract that is material to its properties, assets or operations (the "**Pine Point Material Contracts**").
- (ii) All Pine Point Material Contracts are legal, valid, binding and in full force and effect and are enforceable by Pine Point in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arm's length negotiations between the parties thereto. Pine Point has performed in all material respects all respective obligations required to be performed by it to date under the Pine Point Material Contracts and is not, and are not to the knowledge of Pine Point alleged to be, (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder.
- (iii) A true and complete copy of each Pine Point Material Contract has been provided by Pine Point to Osisko Metals on or before the date hereof.

(s) Related Party Transactions:

Other than as disclosed in the Pine Point Disclosure Letter, Pine Point is not indebted to any director, officer, employee or agent of, or independent contractor to, Pine Point or any of its affiliates or associates (except for amounts due as normal salaries and bonuses and in reimbursement of ordinary expenses). Other than as disclosed in the Pine Point Disclosure Letter, no director, officer, employee or agent of Pine Point or any of its affiliates or associates is a party to any loan, contract, arrangement or understanding or other

transactions with Pine Point required to be disclosed pursuant to Applicable Securities Laws and which has not been disclosed.

(t) Collateral Benefits:

To the knowledge of Pine Point, no related party of Pine Point, other than Jamie Levy and Kerry Knoll, is entitled to receive as a consequence of the Arrangement or the other transactions contemplated by this Agreement any benefit, other than a benefit described in paragraph (c) of the definition of collateral benefit where either (i) the related party, together with its associated entities beneficially owns or exercises control or direction over less than one percent or more of the outstanding Pine Point Shares or (ii) the requirements of clause (c)(iv)(B)(I) and (II) of the definition of collateral benefit have been satisfied with respect to that benefit and Pine Point will provide the disclosure contemplated by clause (c)(iv)(B)(III) in the Pine Point Circular. The terms "related party", "connected transaction", "associated entity" and "collateral benefit" are used in this paragraph as defined in MI 61-101.

(u) Pine Point Property and Pine Point Mineral Rights; Operations:

- (i) With respect to the Pine Point Project and material mineral interests and rights (including, without limitation, any material claims, concessions, exploration licences, exploitation licences, mining leases or prospecting permits) (collectively, the "**Pine Point Mineral Rights**"):
- A. Pine Point is the sole legal and beneficial owner of all right, title and interest in and to the Pine Point Property and the Pine Point Mineral Rights, free and clear of any Encumbrances;
 - B. all of the Pine Point Mineral Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims;
 - C. the Pine Point Project and the Pine Point Mineral Rights are in good standing under applicable Law and, to the knowledge of Pine Point, all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made;
 - D. other than as disclosed in the Pine Point Disclosure Letter, there is no adverse claim against or challenge to the title to or ownership of the Pine Point Project or any of the Pine Point Mineral Rights;
 - E. Pine Point has the exclusive right to deal with the Pine Point Property and all of the Pine Point Mineral Rights;
 - F. other than as disclosed in the Pine Point Disclosure Letter, no Person other than Pine Point has any interest in the Pine Point Project or any of the Pine Point Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest;

- G. there are no back-in rights, earn- in rights, rights of first refusal or similar provisions or rights which would affect Pine Point's interest in the Pine Point Project or any of the Pine Point Mineral Rights;
 - H. there are no material restrictions on the ability of Pine Point to use, transfer or exploit the Pine Point Project or any of the Pine Point Mineral Rights, except pursuant to applicable Laws;
 - I. Pine Point has not received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to revoke any interest of Pine Point in any of the Pine Point Project or any of the Pine Point Mineral Rights; and
 - J. Pine Point has all surface rights, including, without limitation, fee simple estates, leases, easements, rights of way and permits or licences operations from landowners or Governmental Entities permitting the use of land by Pine Point, and mineral interests that are required to exploit the development potential of the Pine Point Project and the Pine Point Mineral Rights as contemplated in the Pine Point Public Documents filed (and available on SEDAR) on or before the date hereof and no third party or group holds any such rights that would be required by Pine Point to develop the Pine Point Project or any of the Pine Point Mineral Rights as contemplated in the Pine Point Public Documents filed (and available on SEDAR) on or before the date hereof or disclosed in the Pine Point Disclosure Letter.
- (ii) All mines located in or on the lands of Pine Point, or lands pooled or unitized therewith, which have been abandoned by Pine Point, have been abandoned in accordance with good mining practices and in compliance with all applicable Laws.
 - (iii) Other than as disclosed in the Pine Point Disclosure Letter, Pine Point's cash on hand and those properties described on Schedule "B" hereto are the only assets of Pine Point.
- (v) Authorizations:

Pine Point possesses all Authorizations, including, without limitation, water rights, necessary to properly conduct its business. The Authorizations, including, without limitation, water rights, obtained or to be obtained by Pine Point that are necessary or desirable to develop the Pine Point Project and the Pine Point Mineral Rights in the manner contemplated in the Pine Point Public Documents filed (and available on SEDAR) on or before the date hereof, including, without limitation, Authorizations relating to the construction and operation of required infrastructure and mine workings and water barrage facilities, are consistent with those outlined in the Pine Point Public Documents. Each Authorization obtained by Pine Point is in full force and effect and not subject to any dispute. Pine Point is in compliance with each of such Authorizations, except for such non-compliance as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Pine Point, or would not reasonably be expected to materially impair the ability of Pine Point to perform its obligations hereunder or prevent or materially delay the consummation of the Arrangement. No event has

occurred which, with the giving of notice, lapse of time or both, could constitute a default under, or in respect of, any of such Authorizations, except as previously disclosed to Osisko Metals, and as would not reasonably be expected to have a Material Adverse Effect with respect to Pine Point, or would not reasonably be expected to materially impair the ability of Pine Point to perform its obligations hereunder or prevent or materially delay the consummation of the Arrangement. Pine Point has no reason to believe that the Authorizations required to be obtained by Pine Point in order to develop the Pine Point Project and the Pine Point Mineral Rights in the manner contemplated in the Pine Point Public Documents filed (and available on SEDAR) on or before the date hereof will not be obtained in the ordinary course and without undue delay.

(w) Environmental:

In respect of Pine Point:

- (i) all facilities and operations of Pine Point have been conducted, and are now, in material compliance with all material environmental Laws;
- (ii) Pine Point is in possession of, and in compliance with, all environmental approvals, consents, waivers, permits, orders and exemptions required to own, lease and operate its the Pine Point Property and Pine Point Mineral Rights and to conduct its business as it is now being conducted;
- (iii) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights or relating to the operations and business of Pine Point and, to the knowledge of Pine Point, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;
- (iv) Pine Point is not subject to any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction or expenditures;
- (v) there are no actual changes in the status, terms or conditions of any environmental approvals, consents, waivers, permits, orders and exemptions held by Pine Point or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such environmental approvals, consents, waivers, permits, orders and exemptions, or any review by, or approval of, any Governmental Entity of such environmental approvals, consents, waivers, permits, orders and exemptions that are required in connection with the execution or delivery of this Agreement, the consummation of the transactions contemplated herein or the continuation of the business of Pine Point following the Effective Time;
- (vi) Pine Point has made available to Osisko Metals all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information with respect to environmental matters; and

(vii) Pine Point is not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in any Liability under any environmental laws.

(x) Disclosure Controls and Procedures:

Pine Point has devised and maintained a system of disclosure controls and procedures designed to ensure that information required to be disclosed by Pine Point under Applicable Securities Laws is recorded, processed, summarized and reported within the time periods specified in the Applicable Securities Laws. Such disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by Pine Point in the Pine Point Public Documents is accumulated and communicated to the management of Pine Point, including, without limitation, its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

(y) Internal Control Over Financial Reporting:

Pine Point maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Pine Point; (ii) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of Pine Point are being made only in accordance with authorizations of management and directors of Pine Point; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Pine Point that could have a material effect on the Pine Point Financial Statements. To the knowledge of Pine Point, prior to the date of this Agreement: (A) there are no significant deficiencies in the design or operation of, or material weaknesses in, the internal controls over financial reporting of Pine Point that are reasonably likely to adversely affect the ability of Osisko Metals to record, process, summarize and report financial information, and (B) there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Pine Point. Since December 31, 2015, Pine Point has received no (x) material complaints from any source regarding accounting, internal accounting controls or auditing matters or (y) expressions of concern from employees of Pine Point regarding questionable accounting or auditing matters.

(z) Stock Exchange Compliance:

Pine Point is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSXV.

(aa) Reporting Issuer Status:

As at the date hereof Pine Point is a reporting issuer not in default under the securities laws of British Columbia, Alberta, Ontario, Nova Scotia, the North West Territories, Yukon and Nunavut. The Pine Point Shares are not registered or required to be registered under the 1934 Act.

(bb) Certain Securities Law Matters:

The Spinco Shares to be issued in connection with the transactions contemplated in this Agreement will be validly issued in accordance with Applicable Securities Laws.

(cc) Pine Point Locked-Up Shareholders:

Each "insider" (as defined in the Securities Act) of the Corporation has delivered a Pine Point Lock-Up Agreement.

3.2 Survival of Representations and Warranties

The representations and warranties contained in this Article 3 shall survive the execution and delivery of this Arrangement Agreement and shall expire and be terminated and extinguished on the earlier of the Effective Date and the date on which this Arrangement Agreement is terminated in accordance with its terms. Any investigation by Osisko Metals and its advisors shall not mitigate, diminish or affect the representations and warranties of Pine Point contained in this Arrangement Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES OF OSISKO METALS

4.1 Representations and Warranties of Osisko Metals

Osisko Metals hereby represents and warrants to Pine Point as set forth in this Section 4.1, and hereby acknowledges that Pine Point is relying upon such representations and warranties in connection with entering into this Arrangement Agreement and agreeing to complete the Arrangement.

(a) Organization:

- (i) Osisko Metals and each Osisko Metals Subsidiary has been duly incorporated or formed under the applicable Laws of its jurisdiction of incorporation or formation, is validly existing and has all necessary corporate power, authority, and capacity to own its property and assets and to carry on its business as currently owned and conducted. All of the Osisko Metals Subsidiaries and Osisko Metals' percentage of ownership of such Osisko Metals Subsidiaries are as set out in the Osisko Metals Disclosure Letter. All of the outstanding shares of the Osisko Metals Subsidiaries which are held directly or indirectly by Osisko Metals are validly issued, fully paid and non-assessable and are owned directly or indirectly by Osisko Metals free and clear of any Encumbrances. Osisko Metals does not hold any equity interest, or right to acquire an equity interest, in any Person, other than as disclosed in the Osisko Metals Public Documents
- (ii) Osisko Metals and each Osisko Metals Subsidiary is duly qualified or licensed to do business and is in good standing in each jurisdiction where the character of the properties owned, leased or operated by it or the nature of its business makes such qualification or licensing necessary, except where the failure to be so qualified, licensed or in good standing has not had or would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of Osisko Metals.

(b) Capitalization:

- (i) The authorized capital of Osisko Metals consists of an unlimited number of Osisko Metals Shares. As at the date of this Agreement, 70,384,216 Osisko Metals Shares are issued and outstanding. As at the date of this Agreement, there are outstanding (A) Osisko Metals Options to acquire an aggregate of up to 4,850,000 Osisko Metals Shares, and (B) Osisko Metals Warrants to acquire an aggregate of up to 16,779,464 Osisko Metals Shares. Except for the Osisko Metals Options and Osisko Metals Warrants referred to in the preceding sentence, there are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating Osisko Metals or any Osisko Metals Subsidiary to issue or sell any shares of Osisko Metals or any Osisko Metals Subsidiary or securities or obligations of any kind convertible into or exchangeable or exercisable for any shares of Osisko Metals or any Osisko Metals Subsidiary.
 - (ii) All outstanding Osisko Metals Shares and the Osisko Metals Shares to be issued on the exercise of the Osisko Metals Options and Osisko Metals Warrants have been duly authorized. The outstanding Osisko Metals Shares are, and the Osisko Metals Shares to be issued on the exercise of Osisko Metals Options and Osisko Metals Warrants will be when issued, validly issued and outstanding as fully paid and non-assessable shares, free of pre-emptive rights.
 - (iii) There are no outstanding bonds, debentures or other evidences of indebtedness of Osisko Metals or any Osisko Metals Subsidiary having the right to vote (or that are convertible for or exercisable into securities having the right to vote) with the holders of the Osisko Metals Shares on any matter. There are no outstanding obligations of Osisko Metals or any Osisko Metals Subsidiary to repurchase, redeem or otherwise acquire any outstanding Osisko Metals Shares or with respect to the voting or disposition of any outstanding securities of the Osisko Metals or any Osisko Metals Subsidiary. No holder of securities issued by Osisko Metals or any Osisko Metals Subsidiary has any right to compel Osisko Metals to register or otherwise qualify securities for public sale in Canada, the United States or elsewhere.
- (c) Authority and No Violation:
- (i) Osisko Metals has the necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement by Osisko Metals has been duly authorized by the Osisko Metals Board and no other corporate proceedings on its part are necessary to authorize this Agreement. This Agreement has been duly executed and delivered by Osisko Metals and constitutes a legal, valid and binding obligation of Osisko Metals, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity.
 - (ii) The authorization of this Agreement, the execution and delivery by Osisko Metals of this Agreement and the performance by it of its obligations under this Agreement, and the consummation of the Arrangement will not:
 - A. result (with or without notice or the passage of time) in a violation or breach of or constitute a default under, require an Authorization to be

obtained under or give rise to any third party right of termination, amendment, cancellation, acceleration, penalty or payment obligation or right of purchase or sale or pre-emptive or participation right under, any provision of:

- I. its or any Osisko Metals Subsidiary's articles, by-laws or other charter documents, the agreements among the shareholders of any Osisko Metals Subsidiary;
 - II. any applicable Laws, except to the extent that the violation or breach of, under, any applicable Laws, would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals;
 - III. any note, bond, mortgage, indenture, instrument, contract, agreement, lease, Authorization or government grant to which Osisko Metals or any Osisko Metals Subsidiary is party or by which it is bound, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals; or
 - IV. any judgment, decree, order or award of any Governmental Entity or arbitrator;
- B. give rise to any right of termination, amendment, acceleration or cancellation of indebtedness of Osisko Metals or any Osisko Metals Subsidiary, or cause any such indebtedness to come due before its stated maturity, or cause any available credit of Osisko Metals or any Osisko Metals Subsidiary to cease to be available, or cause any security interest in any assets of Osisko Metals or any Osisko Metals Subsidiary to become enforceable or realizable, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals;
- C. give rise to any rights of first refusal or trigger any change in control provisions or any restriction or limitation under any such note, bond, mortgage, indenture, contract, agreement, Authorization or government grant, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals; or
- D. result in the imposition of any Encumbrance upon any assets of Osisko Metals or any Osisko Metals Subsidiary, except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals.
- (iii) No consent, approval, order or authorization of, or registration, declaration or filing with, any Governmental Entity is required to be obtained by Osisko Metals in connection with this Agreement and the consummation of the transactions

contemplated by the Arrangement and this Agreement other than the Osisko Metals Shareholder Approval, the requirement to prepare and file this Agreement together with related continuous disclosure filings and except for such authorizations, consents, approvals and filings as to which the failure to obtain or make would not, individually or in the aggregate, prevent or materially delay consummation of the transactions contemplated by this Agreement.

(d) Public Filings:

Osisko Metals has filed all material documents or information required to be filed by it under Applicable Securities Laws since January 1, 2016 (the "**Osisko Metals Public Documents**"). All of the Osisko Metals Public Documents, as of their respective dates, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. All of the Osisko Metals Public Documents, as of their respective dates (and as of the dates of any amendments thereto), complied as to both form and content in all material respects with the requirements of Applicable Securities Laws or were amended on a timely basis to correct deficiencies identified by securities commissions or similar securities regulatory authorities. All of the Osisko Metals Public Documents are publicly available on SEDAR. Osisko Metals has not filed any confidential material change report with any securities regulatory authority that at the date hereof remains confidential.

(e) Mineral Reserves and Resources:

The estimated proven and probable mineral reserves and estimated indicated, measured and inferred mineral resources disclosed in the Osisko Metals Public Documents since January 1, 2016 have been prepared and disclosed in all material respects in accordance with the requirements set forth in National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* and all applicable Laws. There has been no material reduction in the aggregate amount of estimated mineral reserves, estimated mineral resources or mineralized material of Osisko Metals and the Osisko Metals Subsidiaries, taken as a whole, from the amounts disclosed in the Osisko Metals Public Documents since January 1, 2016. All material drill results have been disclosed in the Osisko Metals Public Documents filed (and available on SEDAR) on or before the date hereof.

(f) Financial Statements:

The audited consolidated financial statements of Osisko Metals (including any related notes thereto) for the fiscal year ended December 31, 2016 and the interim consolidated financial statements of Osisko Metals (including any related notes thereto) for the period ended September 30, 2017 (the "**Osisko Metals Financial Statements**") have been prepared in accordance with IFRS and all applicable Laws and present fairly, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), financial position and results of operations of Osisko Metals on a consolidated basis as at December 31, 2016 and 2015, as applicable, and for the periods covered thereby applied on a basis consistent with the immediately prior period and throughout the periods indicated (except as may be indicated expressly in the notes thereto) and, in the case of unaudited statements, subject to normal, recurring period-end adjustments that are not material. The Osisko Metals Financial Statements reflect appropriate and adequate reserves

in accordance with IFRS in respect of contingent liabilities, if any, of Osisko Metals on a consolidated basis.

(g) Liabilities and Indebtedness:

Neither Osisko Metals nor any of the Osisko Metals Subsidiaries has any material liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise), except for: (i) liabilities and obligations that are specifically disclosed in the Osisko Metals Financial Statements; or (ii) liabilities and obligations incurred in the ordinary course of business consistent with past practice since September 30, 2017 that are not and would not, individually or in the aggregate with all other liabilities and obligations of Osisko Metals and the Osisko Metals Subsidiaries (other than those disclosed on the statement of financial position of Osisko Metals at September 30, 2017), reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals, or, as a consequence of the consummation of this Agreement, have a Material Adverse Effect in respect of Osisko Metals. Neither Osisko Metals nor any of the Osisko Metals Subsidiaries has any material obligation to issue any debt securities, or guarantee, endorse or otherwise become responsible for, the obligations of any other Person.

(h) Books and Records:

- (i) The financial books, records and accounts of Osisko Metals and each of the Osisko Metals Subsidiaries in all material respects:
 - A. have been maintained in accordance with IFRS;
 - B. are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of Osisko Metals and the Osisko Metals Subsidiaries; and
 - C. accurately and fairly reflect the basis for the Osisko Metals Financial Statements.
- (ii) Osisko Metals' and the Osisko Metals Subsidiaries' corporate minute books contain minutes of all meetings and resolutions of the directors and securityholders held.
- (iii) Osisko Metals has provided to Pine Point, on or before the date hereof, a true and complete copy of the minute books of Osisko Metals (including, without limitation, all meetings of any committees of Osisko Metals) since January 1, 2015.

(i) Non-Competition Agreements:

Neither Osisko Metals nor any Osisko Metals Subsidiary is a party to or bound by any non-competition agreement or any other agreement or obligation which purports to limit the manner or localities in which all or any material portion of the business of Osisko Metals and the Osisko Metals Subsidiaries is or would be conducted.

(j) Absence of Certain Changes or Events:

Since September 30, 2017 and other than for the purposes of the transactions contemplated herein or as has been previously disclosed to Pine Point:

- (i) Osisko Metals and each of the Osisko Metals Subsidiaries has conducted its business only in the ordinary course of business consistent with past practice;
 - (ii) there has not occurred one or more changes, events or occurrences which would, individually or in the aggregate, be reasonably likely to result in a Material Adverse Effect in respect of Osisko Metals;
 - (iii) neither Osisko Metals nor any Osisko Metals Subsidiary has incurred any liabilities or obligations of any nature (whether accrued, absolute, contingent or otherwise) which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Osisko Metals;
 - (iv) there has not been any incurrence, assumption or guarantee by Osisko Metals or any Osisko Metals Subsidiary of any debt for borrowed money, any creation or assumption by Osisko Metals or any Osisko Metals Subsidiary of any Encumbrance, or any making by Osisko Metals or any Osisko Metals Subsidiary of any loan, advance or capital contribution to or investment in any other Person, which would, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect in respect of Osisko Metals; and
 - (v) Osisko Metals has not effected any change in its accounting methods, principles or practices.
- (k) No Default:

Neither Osisko Metals nor any of the Osisko Metals Subsidiaries, nor, to the knowledge of Osisko Metals, any other party thereto, in default under, and there exists no event, condition or occurrence which, after notice or lapse of time or both, would constitute such a default or would trigger a right of termination under: (i) any note, bond, mortgage, indenture or other instrument evidencing any indebtedness to which Osisko Metals or any Osisko Metals Subsidiary is a party; or (ii) any other contract, agreement, lease, letter of intent, offer, Authorization or government grant or other instrument or obligation, which would individually or in the aggregate, be reasonably expected to have a Material Adverse Effect in respect of Osisko Metals.

(l) Litigation:

- (i) There is no claim, action, proceeding or, to the knowledge of Osisko Metals, investigation that has been commenced or is pending or, to the knowledge of Osisko Metals, threatened against Osisko Metals or any Osisko Metals Subsidiary or affecting any of its property or assets before any Governmental Entity which, if determined adversely to Osisko Metals or the Osisko Metals Subsidiary, as the case may be, would, individually or in the aggregate:
 - A. reasonably be expected to result in Liability to Osisko Metals or the Osisko Metals Subsidiaries in excess of \$250,000 or have a Material Adverse Effect in respect of Osisko Metals, nor is Osisko Metals aware of any existing ground on which any such claim, action, proceeding or

investigation might be commenced with any reasonable likelihood of success; or

B. reasonably be expected to prevent or materially delay the consummation of the Arrangement.

(ii) On or before the date hereof, neither Osisko Metals nor any of the Osisko Metals Subsidiaries, nor any of their respective assets and properties, subject to any outstanding judgment, order, writ, injunction or decree which would reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals or to prevent or materially delay the consummation of the Arrangement.

(m) Compliance with Laws:

Osisko Metals and the Osisko Metals Subsidiaries have complied with and are not in violation of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Osisko Metals, or which would not materially impair the ability of Osisko Metals to perform its obligations hereunder or reasonably be expected to prevent or materially delay the consummation of the Arrangement.

(n) Tax Matters:

Except in each case as would not, individually or in the aggregate, result in a Material Adverse Effect with respect to Osisko Metals:

(i) Osisko Metals and each of the Osisko Metals Subsidiaries has duly and in a timely manner filed all material Tax Returns required to be filed by it and all such Tax Returns are correct and complete in all material respects and fully disclose the income and expenses as required or permitted by applicable Law. Osisko Metals and each of the Osisko Metals Subsidiaries has duly paid on a timely basis all Taxes, including, without limitation, instalments, which are due and payable by it, and has paid all assessments and reassessments, and all other taxes, governmental charges, penalties, interest and fines due and payable by it on or before the date hereof, other than those which are being contested in good faith and in respect of which adequate reserves have been provided in the Osisko Metals Financial Statements. Adequate provision has been made on the Osisko Metals Financial Statements for amounts at least equal to the amount of all Taxes assessed and all Taxes owing by any of Osisko Metals or any Osisko Metals Subsidiary that are not yet due and payable and that relate to periods ending on or prior to the date of this Agreement, including, without limitation, income taxes and related deferred taxes, in conformity with IFRS and all other applicable accounting rules and principles. No deficiencies exist or have been asserted with respect to Taxes of Osisko Metals or any Osisko Metals Subsidiary and there are no actions, suits, disputes, proceedings, investigations, audits, assessments, reassessments or claims outstanding, pending or, to the knowledge of Osisko Metals, threatened against Osisko Metals or any of Osisko Metals Subsidiaries in respect of Taxes, or any matters under discussion with any Governmental Entity relating to Taxes.

- (ii) Neither Osisko Metals nor any Osisko Metals Subsidiary is party to or bound by any material tax sharing agreement, tax indemnification agreement or similar agreement or arrangement relating to Taxes.
 - (iii) Osisko Metals and each Osisko Metals Subsidiary has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it and has duly and timely remitted to the appropriate Governmental Entity such Taxes and other amounts required by Law to be remitted by it.
 - (iv) Osisko Metals and each Osisko Metals Subsidiary has duly and timely collected all amounts on account of sales or Transfer Taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Law to be collected by it and has duly and timely remitted to the appropriate Governmental Entity any such amounts required by Law to be remitted by it.
 - (v) Neither Osisko Metals nor any Osisko Metals Subsidiary has requested, or entered into any agreement or other arrangement or executed any waiver providing for, any extension of time within which:
 - A. to file any elections, designations or similar filings relating to any Taxes for which Osisko Metals or any Osisko Metals Subsidiary is or may be liable;
 - B. Osisko Metals or any Osisko Metals Subsidiary is required to pay or remit any Taxes or amounts on account of Taxes (other than any Taxes being appealed in good faith; or
 - C. any Governmental Entity may assess, reassess or collect any Taxes for which Osisko Metals or any Osisko Metals Subsidiary is or may be liable.
 - (vi) Osisko Metals has furnished or made available to Pine Point complete and accurate copies of all material Tax Returns, and any amendments thereto, filed by Osisko Metals or any Osisko Metals Subsidiary for the preceding three taxation years.
 - (vii) To the knowledge of Osisko Metals, no transaction or arrangement between Osisko Metals and any Person with whom Osisko Metals was not dealing at arm's length, within the meaning of the Tax Act, involving the acquisition, delivery, disposition or provision of property or services or the right to use property or services, has taken place for consideration that is other than the fair market value of such property, services or right to use property or services and each such transaction or arrangement was made on arm's length terms and conditions.
 - (viii) There are no circumstances existing and no transactions or series of transactions or events has occurred which has resulted or which could result in the application of sections 78 to 80.04 of the Tax Act or any equivalent provincial Tax Law to Osisko Metals.
- (o) Insurance:
- Osisko Metals and each of the Osisko Metals Subsidiaries maintains or causes to be maintained insurance, naming Osisko Metals as an insured, of the types and in amounts

customary and usual for persons engaged in a business similar to that carried out by Osisko Metals and the Osisko Metals Subsidiaries.

(p) Material Contracts:

- (i) Except as set forth in the Osisko Metals Public Documents, neither Osisko Metals nor any Osisko Metals Subsidiary is party to any contract that is material to its assets or operations (the "**Osisko Metals Material Contracts**").
- (ii) Except as set forth in the Osisko Metals Public Documents, all Osisko Metals Material Contracts are legal, valid, binding and in full force and effect and are enforceable by Osisko Metals or any Osisko Metals Subsidiary in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable Laws affecting creditors' rights generally, and to general principles of equity) and are the product of fair and arm's length negotiations between the parties thereto. Osisko Metals and each Osisko Metals Subsidiary has performed in all material respects all respective obligations required to be performed by them to date under the Osisko Metals Material Contracts and are not, and are not to the knowledge of Osisko Metals alleged to be, (with or without the lapse of time or the giving of notice, or both) in breach or default in any material respect thereunder.
- (iii) A true and complete copy of each Osisko Metals Material Contract has been provided by Osisko Metals to Pine Point on or before the date hereof

(q) Related Party Transactions:

Neither Osisko Metals nor any Osisko Metals Subsidiary is indebted to any director, officer, employee or agent of, or independent contractor to, Osisko Metals or any Osisko Metals Subsidiary (except for amounts due as normal salaries and bonuses and in reimbursement of ordinary expenses). On or before the date hereof, no director, officer, employee or agent of Osisko Metals or any of the Osisko Metals Subsidiaries is a party to any loan, contract, arrangement or understanding or other transactions with Osisko Metals or any of the Osisko Metals Subsidiaries required to be disclosed pursuant to Applicable Securities Laws.

(r) Osisko Metals Property and Osisko Metals Mineral Rights; Operations:

- (i) With respect to Osisko Metals' material real property (collectively, the "**Osisko Metals Property**") and material mineral interests and rights (including, without limitation, any material claims, concessions, exploration licences, exploitation licences, mining leases or prospecting permits) (collectively, the "**Osisko Metals Mineral Rights**"), except as disclosed in the Osisko Metals Disclosure Letter and except where it would not reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals:
 - A. Osisko Metals or a Osisko Metals Subsidiary is the sole legal and beneficial owner of all right, title and interest in and to the Osisko Metals Property and the Osisko Metals Mineral Rights, free and clear of any Encumbrances;

- B. all of the Osisko Metals Mineral Rights have been properly located and recorded in compliance with applicable Law and are comprised of valid and subsisting mineral claims;
- C. the Osisko Metals Property and the Osisko Metals Mineral Rights are in good standing under applicable Law and, to the knowledge of Osisko Metals, all work required to be performed and filed in respect thereof has been performed and filed, all Taxes, rentals, fees, expenditures and other payments in respect thereof have been paid or incurred and all filings in respect thereof have been made;
- D. there is no adverse claim against or challenge to the title to or ownership of the Osisko Metals Property or any of the Osisko Metals Mineral Rights;
- E. Osisko Metals or a Osisko Metals Subsidiary has the exclusive right to deal with the Osisko Metals Property and all of the Osisko Metals Mineral Rights;
- F. no Person other than Osisko Metals and the Osisko Metals Subsidiaries has any interest in the Osisko Metals Property or any of the Osisko Metals Mineral Rights or the production or profits therefrom or any royalty in respect thereof or any right to acquire any such interest;
- G. there are no back-in rights, earn- in rights, rights of first refusal or similar provisions or rights which would affect Osisko Metals' interest in the Osisko Metals Property or any of the Osisko Metals Mineral Rights;
- H. there are no material restrictions on the ability of Osisko Metals and the Osisko Metals Subsidiaries to use, transfer or exploit the Osisko Metals Property or any of the Osisko Metals Mineral Rights, except pursuant to applicable Laws;
- I. neither Osisko Metals nor any Osisko Metals Subsidiary has received any notice, whether written or oral, from any Governmental Entity of any revocation or intention to revoke any interest of Osisko Metals in any of the Osisko Metals Property or any of the Osisko Metals Mineral Rights; and
- J. Osisko Metals and the Osisko Metals Subsidiaries have all surface rights, including, without limitation, fee simple estates, leases, easements, rights of way and permits or licences operations from landowners or Governmental Entities permitting the use of land by Osisko Metals and the Osisko Metals Subsidiaries, and mineral interests that are required to exploit the development potential of the Osisko Metals Property and the Osisko Metals Mineral Rights as contemplated in the Osisko Metals Public Documents filed (and available on SEDAR) on or before the date hereof and no third party or group holds any such rights that would be required by Osisko Metals to develop the Osisko Metals Property or any of the Osisko Metals Mineral Rights as contemplated in the Osisko Metals Public Documents filed (and available on SEDAR) on or before the date hereof.

(ii) All mines located in or on the lands of Osisko Metals or the Osisko Metals Subsidiaries, or lands pooled or unitized therewith, which have been abandoned by Osisko Metals or any Osisko Metals Subsidiary, have been abandoned in accordance with good mining practices and in compliance with all applicable Laws.

(s) Authorizations:

Except as disclosed in the Osisko Metals Public Documents, Osisko Metals and each Osisko Metals Subsidiary possess all Authorizations, including, without limitation, water rights, necessary to properly conduct its business. The Authorizations, including, without limitation, water rights, obtained or to be obtained by Osisko Metals or any Osisko Metals Subsidiary that are necessary or desirable to develop the Osisko Metals Property and the Osisko Metals Mineral Rights in the manner contemplated in the Osisko Metals Public Documents filed (and available on SEDAR) on or before the date hereof, including, without limitation, Authorizations relating to the construction and operation of required infrastructure and mine workings and water barrage facilities, are consistent with those outlined in the Osisko Metals Public Documents. Each Authorization obtained by Osisko Metals or any Osisko Metals Subsidiary is in full force and effect and not subject to any dispute. Osisko Metals and the Osisko Metals Subsidiaries are in compliance with each of such Authorizations, except for such non-compliance as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Osisko Metals, or would not reasonably be expected to materially impair the ability of Osisko Metals to perform its obligations hereunder or prevent or materially delay the consummation of the Arrangement. No event has occurred which, with the giving of notice, lapse of time or both, could constitute a default under, or in respect of, any of such Authorizations. Osisko Metals has no reason to believe that the Authorizations required to be obtained by Osisko Metals in order to develop the Osisko Metals Property and the Osisko Metals Mineral Rights in the manner contemplated in the Osisko Metals Public Documents filed (and available on SEDAR) on or before the date hereof will not be obtained in the ordinary course and without undue delay.

(t) Environmental:

Except for any matters that, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect in respect of Osisko Metals, to the knowledge of Osisko Metals:

(i) all facilities and operations of Osisko Metals and the Osisko Metals Subsidiaries have been conducted, and are now, in material compliance with all material environmental Laws;

(ii) Osisko Metals and the Osisko Metals Subsidiaries are in possession of, and in compliance with, all environmental approvals, consents, waivers, permits, orders and exemptions required to own, lease and operate its Osisko Metals Property and Osisko Metals Mineral Rights and to conduct its business as it is now being conducted;

(iii) no environmental, reclamation or closure obligation, demand, notice, work order or other liabilities presently exist with respect to any portion of any currently or formerly owned, leased, used or otherwise controlled property, interests and rights

or relating to the operations and business of Osisko Metals and the Osisko Metals Subsidiaries and, to the knowledge of Osisko Metals, there is no basis for any such obligations, demands, notices, work orders or liabilities to arise in the future as a result of any activity in respect of such property, interests, rights, operations and business;

- (iv) neither Osisko Metals nor the Osisko Metals Subsidiaries is subject to any proceeding, application, order or directive which relates to environmental, health or safety matters, and which may require any material work, repairs, construction or expenditures;
- (v) there are no actual changes in the status, terms or conditions of any environmental approvals, consents, waivers, permits, orders and exemptions held by Osisko Metals or any renewal, modification, revocation, reassurance, alteration, transfer or amendment of any such environmental approvals, consents, waivers, permits, orders and exemptions, or any review by, or approval of, any Governmental Entity of such environmental approvals, consents, waivers, permits, orders and exemptions that are required in connection with the execution or delivery of this Agreement, the consummation of the transactions contemplated herein or the continuation of the business of Osisko Metals or the Osisko Metals Subsidiaries following the Effective Time;
- (vi) Osisko Metals has made available to Pine Point all material audits, assessments, investigation reports, studies, plans, regulatory correspondence and similar information with respect to environmental matters; and
- (vii) Osisko Metals and the Osisko Metals Subsidiaries are not subject to any past or present fact, condition or circumstance that could reasonably be expected to result in any Liability under any environmental laws, to the Osisko Metals' knowledge.

(u) Disclosure Controls and Procedures:

Osisko Metals has devised and maintained a system of disclosure controls and procedures designed to ensure that information required to be disclosed by Osisko Metals under Applicable Securities Laws is recorded, processed, summarized and reported within the time periods specified in the Applicable Securities Laws. Such disclosure controls and procedures include, without limitation, controls and procedures designed to ensure that information required to be disclosed by Osisko Metals in the Osisko Metals Public Documents is accumulated and communicated to the management of Osisko Metals, including, without limitation, its principal executive and principal financial officers, or persons performing similar functions, as appropriate to allow timely decisions regarding required disclosure.

(v) Internal Control Over Financial Reporting:

Osisko Metals maintains internal control over financial reporting. Such internal control over financial reporting is effective in providing reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and includes policies and procedures that: (i) pertain to the maintenance of records that in reasonable detail accurately and fairly reflect the transactions and dispositions of the assets of Osisko Metals; (ii) provide reasonable

assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with IFRS, and that receipts and expenditures of Osisko Metals are being made only in accordance with authorizations of management and directors of Osisko Metals; and (iii) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use or disposition of the assets of Osisko Metals that could have a material effect on its financial statements. To the knowledge of Osisko Metals, prior to the date of this Agreement there is no fraud, whether or not material, that involves management or other employees who have a significant role in the internal control over financial reporting of Osisko Metals. Since December 31, 2015, Osisko Metals has received no (x) material complaints from any source regarding accounting, internal accounting controls or auditing matters or (y) expressions of concern from employees of Osisko Metals regarding questionable accounting or auditing matters.

(w) Stock Exchange Compliance:

Osisko Metals is in compliance in all material respects with the applicable listing and corporate governance rules and regulations of the TSXV.

(x) Reporting Issuer Status:

As at the date hereof Osisko Metals is a reporting issuer not in default under the securities laws of the Provinces of British Columbia and Alberta.

(y) Certain Securities Law Matters:

(i) The Osisko Metals Shares and Consideration Warrants to be issued in connection with the transactions contemplated in this Agreement will not be subject to any statutory hold or restricted period under the securities legislation of any province or territory of Canada and, subject to restrictions contained in Section 2.6(3) of National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators, will be freely tradable within Canada by the holders thereof. In addition, assuming the compliance of Pine Point with the terms of this Arrangement Agreement, the Osisko Metals Shares and Consideration Warrants to be issued in connection with the transactions contemplated herein shall be exempt from registration requirements of the 1933 Act pursuant to Section 3(a)(10) thereof, and the Osisko Metals Shares and Consideration Warrants to be distributed in the United States pursuant to the Arrangement shall not be subject to resale restrictions in the United States under the 1933 Act (other than as may be prescribed by Rule 144 and Rule 145 under the 1933 Act).

(ii) The Osisko Metals Shares issuable on exercise of the Pine Point Warrants, in the United States, or for the account or benefit of a U.S. person or a person in the United States, will be "restricted securities" within the meaning of Rule 144 under the 1933 Act. Certificates representing such Osisko Metals Shares will bear a legend in connection with their status as restricted securities, and may be issued only pursuant to an exemption from the registration requirements of the 1933 Act, after providing an opinion of counsel or other documentation satisfactory to Osisko Metals to such effect.

4.2 Survival of Representations and Warranties

The representations and warranties contained in this Article 4 shall survive the execution and delivery of this Arrangement Agreement and shall expire and be terminated and extinguished on the earlier of the Effective Date and the date on which this Arrangement Agreement is terminated in accordance with its terms. Any investigation by Pine Point and any of their advisors shall not mitigate, diminish or affect the representations and warranties of Osisko Metals contained in this Arrangement Agreement.

ARTICLE 5 COVENANTS

5.1 Covenants of Pine Point

Subject to the terms of this Arrangement Agreement, Pine Point hereby covenants and agrees with Osisko Metals as follows:

- (a) Interim Order. As soon as reasonably practicable, and in any event no later than January 19, 2018, Pine Point shall file, proceed with and diligently prosecute an application to the Court for the Interim Order in accordance with Section 2.2(a), and in such a manner as to preserve for Osisko Metals the availability of the exemption from the registration requirements provided by Section 3(a)(10) of the 1933 Act.
- (b) Pine Point Meeting. Pine Point shall:
 - (i) forthwith carry out such terms of the Interim Order as are required under the terms thereof to be carried out by Pine Point;
 - (ii) collaboratively together with Osisko Metals, prepare and file the Pine Point Circular (which shall be in a form satisfactory to each of the Parties and their respective legal counsel, acting reasonably), together with any other documents required by applicable Laws, in all jurisdictions where the Pine Point Circular is required to be filed and mail the Pine Point Circular, as ordered by the Interim Order and in accordance with all applicable Laws, in and to all jurisdictions where the Pine Point Circular is required to be mailed, complying in all material respects with all applicable Laws on the date of the mailing thereof and in the form and containing the information required by all applicable Laws, including all applicable corporate and securities legislation and requirements, and not containing any misrepresentation (as defined under applicable securities legislation and requirements) with respect thereto, other than with respect to any information relating to and provided by Osisko Metals;
 - (iii) (I) take all commercially reasonable lawful action to solicit proxies in favour of the Arrangement Resolution, including cooperating with any Person engaged by Osisko Metals to solicit proxies in favour of the Arrangement Resolution; (II) recommend to all Pine Point Shareholders that they vote in favour of the Arrangement Resolution, with a unanimous recommendation of the Pine Point Board to vote in favour of the Arrangement Resolution; and (III) not, prior to obtaining the Pine Point Shareholder Approval, (a) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to Osisko Metals, or fail to reaffirm its recommendation of, the Arrangement within five (5) Business Days (and in any case prior to the Pine Point Meeting) after

having been requested in writing by Osisko Metals to do so, in a manner adverse to Osisko Metals, the approval or recommendation of the Pine Point Board, or any committee thereof, of this Agreement or the Arrangement; or (b) approve, recommend or remain neutral with respect to, or propose publicly to approve, recommend or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal until five (5) Business Days following the public announcement of such Acquisition Proposal shall not be considered an adverse modification), (a "**Change in Pine Point Recommendation**") except as expressly permitted by Section 7.2 and Section 7.3 hereof;

- (iv) convene and conduct the Pine Point Meeting in accordance with the Interim Order, the OBCA, Pine Point's articles and by-laws and applicable Laws, as soon as reasonably practicable and in any event no later than February 23, 2018;
 - (v) provide notice to Osisko Metals of the Pine Point Meeting and all steps in the application before the Court and allow representatives of Osisko Metals to attend the Pine Point Meeting; and
 - (vi) take all such actions as may be required under the OBCA in connection with the transactions contemplated by this Arrangement Agreement and the Plan of Arrangement.
- (c) Status of Voting. Pine Point will use its commercially reasonable efforts to advise Osisko Metals, at least on a daily basis on each of the ten (10) Business Days prior to the date of the Pine Point Meeting, as to the aggregate tally of the proxies received by Pine Point in respect of the Arrangement Resolution.
- (d) Adjournment. Subject to the terms of this Arrangement Agreement, Pine Point shall not adjourn, postpone or cancel the Pine Point Meeting (or propose to do so), except (i) if quorum is not present at the Pine Point Meeting; (ii) if required by applicable Laws or a ruling, order or decree of a court having jurisdiction, Governmental Entity or other regulatory authority; or (iii) if otherwise agreed with Osisko Metals.
- (e) Dissent Rights. Pine Point shall provide Osisko Metals with a copy of any purported exercise of the Pine Point Dissent Rights and written communications with any Pine Point Shareholder purportedly exercising such Pine Point Dissent Rights and shall not settle or compromise any action brought by any present, former or purported holder of any of their securities in connection with the transactions contemplated by this Arrangement Agreement, including the Arrangement, without the prior consent of Osisko Metals.
- (f) Amendments to Pine Point Circular. In a timely manner, Osisko Metals and Pine Point shall collaboratively prepare (and, in the case of Pine Point, file) any mutually agreed (or as otherwise required by applicable Laws) amendments or supplements to the Pine Point Circular (which amendments or supplements shall be in a form acceptable to the Parties, acting reasonably) with respect to the Pine Point Meeting (and, in the case of Pine Point, mail such amendments or supplements, as required by the Interim Order and in accordance with all applicable Laws, in and to all jurisdictions where such amendments or supplements are required to be mailed, complying in all material respects with all applicable Laws on the date of the mailing thereof).

- (g) Final Order. Subject to the approval of the Arrangement Resolution in accordance with the provisions of the Interim Order, Pine Point shall forthwith file, proceed with and diligently prosecute an application for the Final Order, which application shall be in form and substance satisfactory to Osisko Metals, acting reasonably.
- (h) Compliance with Orders. Pine Point shall forthwith carry out the terms of the Interim Order and the Final Order.
- (i) Spinco Shares. Pine Point will use its commercially reasonable efforts to ensure that the Spinco Shares to be issued pursuant to the Arrangement will: (i) have been duly authorized and, upon issue, will be validly issued as fully paid and non-assessable shares in the capital of Spinco; and (ii) will not be issued in violation of the articles, charter, by-laws or other constating document of Spinco or any agreement, contract, covenant, undertaking or commitment to which Spinco is bound.
- (j) Copy of Documents. Pine Point shall furnish promptly to Osisko Metals a copy of each notice, report, schedule or other document or communication delivered, filed or received by Pine Point in connection with this Arrangement Agreement, the Arrangement, the Interim Order, the Final Order, the Pine Point Meeting or any other meeting at which all Pine Point Shareholders are entitled to attend relating to special business, any filings made under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Arrangement Agreement.
- (k) Usual Business. Except as contemplated herein, Pine Point shall, conduct its businesses in the ordinary course consistent with past practice in all material respects and use commercially reasonable best efforts to preserve intact its present business organization and goodwill, to keep available the services of its officers and employees as a group and to maintain satisfactory relationships with suppliers, distributors, employees and others having business relationships with it.
- (l) Certain Actions Prohibited. Other than as disclosed in the Pine Point Disclosure Letter or except in connection with the Arrangement or as contemplated herein, Pine Point shall not, without the prior written consent of Osisko Metals, which consent shall not be unreasonably withheld, conditioned or delayed, directly or indirectly do or permit to occur any of the following:
 - (i) split, consolidate or reclassify any of the outstanding Pine Point Shares nor undertake any other capital reorganization, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of any outstanding Pine Point Shares nor reduce stated capital in respect of any outstanding Pine Point Shares;
 - (ii) amend its articles or by-laws or the terms of any of its outstanding securities, including, without limitation, any outstanding indebtedness and credit facilities;
 - (iii) issue or sell or agree to issue or sell any securities (other than the issuance of Pine Point Shares upon the exercise of currently outstanding Pine Point Options or Pine Point Warrants, in each case in accordance with their respective terms), or redeem, offer to purchase or purchase any of its outstanding securities;

- (iv) authorize, approve, agree to issue, issue or award any Pine Point Options or any Pine Point Warrants, except as in the ordinary course of business and consistent with past practice, provided, however, that any funds received on account of exercises of Pine Point Options and Pine Point Warrants shall be segregated into a separate bank account and used, if at all, only with the prior written approval of Osisko Metals;
- (v) enter into, create, declare, adopt, amend, vary, modify or take any other action with respect to any bonus, target bonus, profit sharing, incentive, salary or other compensation, equity based award, pension, retirement, deferred compensation, severance, change in control, employment or other employee benefit plan, agreement, trust fund, award or arrangement for the benefit or welfare of any officer, director or employee, or similar rights or other benefits, except for changes in compensation for employees, other than officers and directors, in the ordinary course of business consistent with past practice;
- (vi) acquire or dispose of any securities, except in the ordinary course of business consistent with past practice;
- (vii) commit to any single expense having a value in excess of \$25,000;
- (viii) acquire or commit to acquire any capital assets or group of related capital assets (through one or more related or unrelated acquisitions) having a value in excess of \$25,000 in the aggregate;
- (ix) incur, or commit to, operating expenditures or capital expenditures in excess of \$25,000 in the aggregate;
- (x) sell, lease, option, encumber or otherwise dispose of, or commit to sell, lease, option, encumber or otherwise dispose of, any assets or group of related assets (through one or more related or unrelated transactions) having a value in excess of \$25,000 in the aggregate;
- (xi) approve any plan and budget or any amendment thereof;
- (xii) approve the grant of any power of attorney to allow any Person to take any action on behalf of Pine Point or the amendment of any power of attorney allowing any Person to take any action on behalf of Pine Point other than in the ordinary course of business consistent with past practice;
- (xiii) enter into any contract with a term of more than three (3) months;
- (xiv) (A) incur or commit to incur any indebtedness for borrowed money (except for indebtedness not to exceed \$25,000 in the aggregate for working capital purposes) or issue any debt securities, (B) incur or commit to incur, or guarantee, endorse or otherwise become responsible for, any other material Liability, obligation or indemnity or the obligation of any other Person, or (C) make any loans or advances to any Person;
- (xv) make any changes to existing accounting policies other than as required by applicable Laws, Applicable Securities Laws or by IFRS;

- (xvi) pay, discharge or satisfy any material claims, liabilities or obligations other than the payment, discharge or satisfaction, in the ordinary course of business consistent with past practice in accordance with their terms, of liabilities reflected or reserved against in the Pine Point Financial Statements;
- (xvii) engage in any transaction with any related parties;
- (xviii) commit to or enter into any new arrangements, or modify any existing arrangements, between Pine Point and any Pine Point Shareholder or holder of convertible securities of Pine Point;
- (xix) commence or settle or assign any rights relating to, or any interest in, any litigation, proceeding, claim, action, assessment or investigation involving any of Pine Point or any of its material assets;
- (xx) waive, release, grant, transfer, exercise, modify or amend in any material respect, other than in the ordinary course of business consistent with past practice, (A) any material Authorization, lease, concession, contract or other document, or (B) any other material legal rights or claims;
- (xxi) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives or other similar financial instruments;
- (xxii) cause its current insurance and re-insurance policies within its control or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing are put in place providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums as those that are currently in full force and effect;
- (xxiii) increase any coverage or premiums under any directors' and officers' insurance policy or enter into any new policy;
- (xxiv) acquire or agree to acquire (by merger, amalgamation, arrangement, acquisition of stock or assets or otherwise) any Person or division of any Person or make any investment either by purchase of shares or securities, contributions of capital, property transfer or purchase of any property or assets of any other Person;
- (xxv) adopt a plan of liquidation or resolutions providing for the liquidation or dissolution of Pine Point;
- (xxvi) fail to duly and timely file any material forms, reports, schedules, statements or other documents required to be filed pursuant to any applicable Laws or Applicable Securities Laws;
- (xxvii) (A) fail to duly and timely file any material Tax Returns required to be filed by Pine Point on or after the date hereof, and all such Tax Returns will be true, complete and correct in all material respects; (B) fail to timely withhold, collect, remit and pay any material Taxes which are to be withheld, collected, remitted or paid by Pine Point to the extent due and payable except for any Taxes contested in

good faith pursuant to applicable Laws that are not required to be paid under applicable Laws and for which adequate provision is made in the relevant financial statements; (C) make or rescind any material election relating to Taxes; (D) make a request for a tax ruling, enter into a closing agreement with any taxing authorities or execute a waiver extending the period for assessment, reassessment, collection or allocation of Taxes; (E) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; (F) change in any material respect any of its methods of reporting income, deductions or accounting for income tax purposes from those employed in the preparation of its income tax return for the tax year ending December 31, 2016, except as may be required by applicable Laws, or (G) other than as disclosed in the Pine Point Disclosure Letter, fail to comply with, or be in breach of, any covenants or obligations relating to, or arising under or in respect of, any Flow-Through Shares issued by Pine Point and any agreement or agreements relating thereto (including any breach of any representation or warranty by Pine Point in any such agreement or agreements);

(xxviii) fail to notify Osisko Metals immediately, first orally and then promptly in writing, of any material change (within the meaning of the Securities Act) in relation to Pine Point and of any material governmental or third party complaints, investigations or hearings (or communications indicating that the same may be contemplated) in relation to Pine Point;

(xxix) enter into any transaction or perform any act which might interfere with or be materially inconsistent with the successful completion of the Arrangement or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect any representations and warranties of Pine Point set forth in this Agreement; and

(xxx) announce an intention, enter into any formal or informal agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing subsections.

(m) Employment Arrangements. Pine Point shall not, without the prior written consent of Osisko Metals, enter into or modify any employment, consulting, severance, collective bargaining or similar agreement, policy or arrangement with, or grant any bonus, salary increase, option to purchase shares, pension or supplemental pension benefit, profit sharing, retirement allowance, deferred compensation, incentive compensation, severance, change of control or termination pay to, or make any loan to, any officer, director, employee or consultant of Pine Point.

(n) Certain Actions. Pine Point shall:

(i) not take any action, or permit any action to be taken or not taken, that is (or would be) inconsistent with the provisions of this Arrangement Agreement or which would reasonably be expected to materially impede the completion of the transactions contemplated hereby; and

- (ii) promptly notify Osisko Metals of (A) any Material Adverse Effect, or any change, event, occurrence or effect that could reasonably be expected to become a Material Adverse Effect, in respect of the business or in the conduct of the business of Pine Point, (B) any Governmental Entity or third Person making a material complaint, investigation or hearing (or communications indicating that the same may be contemplated) with respect to the transactions contemplated by this Arrangement Agreement, (C) any breach by Pine Point of any covenant or agreement contained in this Arrangement Agreement, and (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Pine Point contained in this Arrangement Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate such that the condition set forth in Section 6.3(a) would not be satisfied.
- (o) No Compromise. Pine Point shall not settle or compromise any claim brought by any present, former or purported holder of any securities of Pine Point in connection with the transactions contemplated by this Arrangement Agreement prior to the Effective Time without the prior written consent of Osisko Metals, which consent shall not be unreasonably withheld, conditioned or delayed.
- (p) Satisfaction of Conditions. Subject to the terms of this Arrangement Agreement, Pine Point shall use all commercially reasonable efforts to satisfy, or cause to be satisfied, all conditions precedent to its obligations to the extent that the same is within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Arrangement Agreement, including using its commercially reasonable efforts to:
 - (i) obtain the Pine Point Shareholder Approval in accordance with the provisions of the OBCA, the Interim Order and the requirements of any applicable regulatory authority;
 - (ii) obtain all other consents, approvals and authorizations as are required to be obtained by Pine Point under any applicable Law or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated by this Arrangement Agreement or have a Material Adverse Effect on Pine Point;
 - (iii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Arrangement Agreement;
 - (iv) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Arrangement Agreement, the transactions contemplated hereby or seeking to stop, or otherwise adversely affecting the ability of the Parties hereto to consummate, the transactions contemplated hereby;
 - (v) fulfill all conditions and satisfy all provisions of this Arrangement Agreement and the Plan of Arrangement required to be fulfilled or satisfied by Pine Point; and
 - (vi) cooperate with Osisko Metals in connection with the performance by it of its obligations hereunder, provided, however, that the foregoing shall not be construed

to obligate Pine Point to pay or cause to be paid any monies to cause such performance to occur.

- (q) Cooperation. Pine Point shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws, including any filings, reports, documents or applications as may be required to be filed by Osisko Metals. In addition, Pine Point shall cooperate with and assist Osisko Metals in communicating with the Pine Point Shareholders regarding support of the Plan of Arrangement and the entering into of the Pine Point Lock-up Agreements.
- (r) Access and Confirmatory Review. Upon reasonable notice, Pine Point agrees to provide Osisko Metals and its representatives with reasonable access (without disruption to the conduct of Pine Point's business) during normal business hours to all books, records, information, corporate charts, tax documents and files in its possession and control and access to the personnel of Pine Point on as reasonably requested basis as well as reasonable access to the Pine Point Property in order to allow Osisko Metals to conduct such investigations as Osisko Metals may consider necessary or advisable for strategic planning and integration, for the structuring of any pre-acquisition reorganization and for any other reasons reasonably relating to the Arrangement. Nothing in the foregoing shall require Pine Point to disclose information that it is prohibited from disclosing pursuant to a written confidentiality agreement or confidentiality provision of an agreement with a third party or to provide Osisko Metals with access to any property where Pine Point is contractually or legally prohibited from doing so. Any such investigation by Osisko Metals and its representatives shall not mitigate, diminish or affect the representations and warranties of Pine Point contained in this Agreement or any document or certificate given pursuant hereto
- (s) Closing Documents. Pine Point shall execute and deliver, or cause to be executed and delivered, at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Osisko Metals, all in form satisfactory to Osisko Metals, acting reasonably.
- (t) Lock-Up Agreements. Pine Point shall use their commercially reasonable efforts to ensure the Pine Point Locked-Up Shareholders continue to be bound by the Pine Point Lock-Up Agreements.

5.2 Covenants of Osisko Metals

Osisko Metals hereby covenants and agrees with Pine Point as follows:

- (a) Proceedings. In a timely and expeditious manner, Osisko Metals shall take all such actions and do all such acts and things as are specified in the Interim Order, the Plan of Arrangement and the Final Order to be taken or done by Osisko Metals.
- (b) Pine Point Meeting. Osisko Metals shall:
 - (i) collaboratively together with Pine Point, prepare the Pine Point Circular (which shall be in a form satisfactory to each of the Parties and their respective legal counsel, acting reasonably) together with any other documents required by

applicable Laws, and in the form and containing the information required by all applicable Laws, including all applicable corporate and securities legislation and requirements, and not containing any misrepresentation (as defined under applicable securities legislation and requirements) with respect thereto, other than with respect to any information relating to and provided by Pine Point; and

- (ii) take all such actions as may be required under the OBCA in connection with the transactions contemplated by this Arrangement Agreement and the Plan of Arrangement.
- (c) Information for Pine Point Circular. In a timely manner, Osisko Metals shall provide to Pine Point all information as may be reasonably requested by Pine Point or as required by the Interim Order or applicable Laws with respect to Osisko Metals and its businesses and properties for inclusion in the Pine Point Circular or in any amendment or supplement to the Pine Point Circular that complies in all material respects with all applicable Laws on the date of the mailing thereof and containing all material facts relating to Osisko Metals required to be disclosed in the Pine Point Circular and not containing any misrepresentation (as defined under applicable securities legislation) with respect thereto.
- (d) Amendments to Pine Point Circular. In a timely manner, Osisko Metals and Pine Point shall collaboratively prepare (and, in the case of Pine Point, file) any mutually agreed (or as otherwise required by applicable Laws) amendments or supplements to the Pine Point Circular (which amendments or supplements shall be in a form acceptable to the Parties, acting reasonably) with respect to the Pine Point Meeting (and, in the case of Pine Point, mail such amendments or supplements, as required by the Interim Order and in accordance with all applicable Laws, in and to all jurisdictions where such amendments or supplements are required to be mailed, complying in all material respects with all applicable Laws on the date of the mailing thereof).
- (e) Issuance of Osisko Metals Shares and Consideration Warrants. Osisko Metals will use its commercially reasonable efforts to ensure that the Osisko Metals Shares and Consideration Warrants to be issued pursuant to the Arrangement will: (i) have been duly authorized and, upon issue, be validly issued and, in the case of the Osisko Metals Shares, also be issued as fully paid and non-assessable shares in the capital of Osisko Metals, as the case may be; and (ii) will not be issued in violation of the articles, charter, by-laws or other constating document of the Osisko Metals or any agreement, contract, covenant, undertaking or commitment to which Osisko Metals is bound.
- (f) Certain Actions Prohibited. Other than as disclosed by Osisko Metals in the Osisko Metals Disclosure Letter or except as contemplated herein, neither Osisko Metals nor any Osisko Metals Subsidiary shall, without the prior written consent of Pine Point, which consent shall not be unreasonably withheld, conditioned or delayed, directly or indirectly do or permit to occur any of the following except where to do so would be in the ordinary course of business and consistent with past practice:
 - (i) split, consolidate or reclassify any of its outstanding Osisko Metals Shares nor undertake any other capital reorganization, nor declare, set aside or pay any dividends on or make any other distributions on or in respect of its outstanding Osisko Metals Shares, nor reduce stated capital in respect of its outstanding Osisko Metals Shares;

- (ii) amend its articles or by-laws or the terms of any of its outstanding securities, including, without limitation, any outstanding indebtedness and credit facilities;
- (iii) make any changes to existing accounting policies other than as required by applicable Laws, Applicable Securities Laws or by IFRS;
- (iv) cause its current insurance and re-insurance policies within its control or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing are put in place providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums as those that are currently in full force and effect;
- (v) adopt a plan of liquidation or resolutions providing for its liquidation or dissolution;
- (vi) fail to duly and timely file any material forms, reports, schedules, statements or other documents required to be filed pursuant to any applicable Laws or Applicable Securities Laws;
- (vii) (A) fail to duly and timely file any material Tax Returns required to be filed by it on or after the date hereof, and all such Tax Returns will be true, complete and correct in all material respects; (B) fail to timely withhold, collect, remit and pay any material Taxes which are to be withheld, collected, remitted or paid by it to the extent due and payable except for any Taxes contested in good faith pursuant to applicable Laws that are not required to be paid under applicable Laws and for which adequate provision is made in the relevant financial statements; (C) make or rescind any material election relating to Taxes; (D) make a request for a tax ruling, enter into a closing agreement with any taxing authorities or execute a waiver extending the period for assessment, reassessment, collection or allocation of Taxes; (E) settle or compromise any material claim, action, suit, litigation, proceeding, arbitration, investigation, audit or controversy relating to Taxes; or (F) change in any material respect any of its methods of reporting income, deductions or accounting for income tax purposes from those employed in the preparation of its income tax return for the tax year ending December 31, 2016, except as may be required by applicable Laws;
- (viii) fail to notify Pine Point immediately, first orally and then promptly in writing, of any material change (within the meaning of the Securities Act) in relation to Osisko Metals;
- (ix) enter into any transaction or perform any act which might interfere with or be materially inconsistent with the successful completion of the Arrangement or which would render, or which may reasonably be expected to render, untrue or inaccurate (without giving effect to, applying or taking into consideration any materiality or Material Adverse Effect qualification already contained within such representation or warranty) in any material respect any representations and warranties of Osisko Metals set forth in this Agreement; and

- (x) announce an intention, enter into any formal or informal agreement, or otherwise make a commitment to do any of the things prohibited by any of the foregoing subsections.
- (g) Copy of Documents. Osisko Metals shall furnish promptly to Pine Point a copy of any filing under any applicable Laws and any dealings or communications with any Governmental Entity, Securities Authority or stock exchange in connection with, or in any way affecting, the transactions contemplated by this Arrangement Agreement.
- (h) Usual Business. Except as contemplated herein, Osisko Metals shall conduct business only in, and not take any action except in, the ordinary course of business and consistent with past practice.
- (i) Certain Actions.

Osisko Metals shall:

- (i) not take any action, or permit any action to be taken or not taken, inconsistent with the provisions of this Arrangement Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby; and
 - (ii) promptly notify Pine Point of (A) any Material Adverse Effect, or any change, event, occurrence or effect that could reasonably be expected to become a Material Adverse Effect, in respect of the business or in the conduct of the business of Osisko Metals, (B) any Governmental Entity or third Person making a material complaint, investigation or hearing (or communications indicating that the same may be contemplated) with respect to the transactions contemplated by this Arrangement Agreement, (C) any breach by Osisko Metals of any covenant or agreement contained in this Arrangement Agreement, and (D) any event occurring subsequent to the date hereof that would render any representation or warranty of Osisko Metals contained in this Arrangement Agreement, if made on or as of the date of such event or the Effective Date, to be untrue or inaccurate such that the condition set forth in Section 6.2(a) would not be satisfied.
- (j) Satisfaction of Conditions. Osisko Metals shall satisfy, or cause to be satisfied, all of the conditions precedent to its obligations to the extent the same is within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable Laws to complete the transactions contemplated by this Arrangement Agreement, including using its commercially reasonable efforts to:
- (i) obtain all consents, approvals and authorizations as are required to be obtained by Osisko Metals under any applicable Law or from any Governmental Entity that would, if not obtained, materially impede the completion of the transactions contemplated hereby or have a Material Adverse Effect on Osisko Metals;
 - (ii) effect all necessary registrations, filings and submissions of information requested by Governmental Entities required to be effected by it in connection with the transactions contemplated by this Arrangement Agreement and participate, and

appear in any proceedings of, any Party before any Governmental Entity in connection with the transactions contemplated by this Arrangement Agreement;

- (iii) oppose, lift or rescind any injunction or restraining order or other order or action challenging or affecting this Arrangement Agreement, the transactions contemplated hereby or seeking to stop, or otherwise adversely affecting the ability of the Parties to consummate, the transactions contemplated hereby, including by entering into a consent agreement if necessary;
 - (iv) fulfill all conditions and satisfy all provisions of this Arrangement Agreement and the Plan of Arrangement required to be fulfilled or satisfied by it; and
 - (v) co-operate with Pine Point in connection with the performance by Pine Point of its obligations hereunder.
- (k) Cooperation. Osisko Metals shall make, or cooperate as necessary in the making of, all necessary filings and applications under all applicable Laws required in connection with the transactions contemplated hereby and take all reasonable action necessary to be in compliance with such Laws, including any filings, reports, documents or applications as may be required to be filed by Pine Point.
- (l) Stock Exchange Listing. Prior to the Effective Time, Osisko Metals shall prepare and file with the TSXV, all necessary applications or other documents and pay all fees required in order to obtain the conditional listing approval of the TSXV in respect of the Osisko Metals Shares to be issued pursuant to this Arrangement Agreement.
- (m) Closing Documents. Osisko Metals shall execute and deliver, or cause to be executed and delivered at the closing of the transactions contemplated hereby such customary agreements, certificates, resolutions, opinions and other closing documents as may be required by Pine Point, all in form satisfactory to Pine Point, acting reasonably.

ARTICLE 6 CONDITIONS

6.1 Mutual Conditions

The respective obligations of Pine Point and Osisko Metals to complete the transactions contemplated herein are subject to the fulfillment of the following conditions at or before the Effective Time or such other time as is specified below:

- (a) the Interim Order shall have been granted in form and substance satisfactory to each of the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;
- (b) the Pine Point Shareholder Approval shall have been obtained at the Pine Point Meeting in accordance with the provisions of the OBCA as may be modified by the Interim Order;
- (c) the Final Order shall have been obtained in form and substance satisfactory to each of the Parties, acting reasonably, and shall not have been set aside or modified in a manner unacceptable to the Parties, acting reasonably, on appeal or otherwise;

- (d) there shall not be in force any Law, or final, binding, non-appealable ruling, order or decree, and there shall not have been any action taken under any Law or by any Governmental Entity or other regulatory authority, that is final, binding or non-appealable that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Arrangement in accordance with the terms hereof;
- (e) the distribution of the Arrangement Consideration pursuant to the Arrangement shall be exempt from the prospectus requirements of Applicable Securities Laws either by virtue of exemptive relief from the securities regulatory authorities of each of the provinces of Canada or by virtue of exemptions under Applicable Securities Laws and shall not be subject to resale restrictions under Applicable Securities Laws (other than as applicable to control persons or pursuant to Section 2.6 of National Instrument 45-102 – *Resale of Securities* of the Canadian Securities Administrators);
- (f) the TSXV shall have conditionally approved the listing thereon, subject to official notice of issuance, of the Osisko Metals Shares to be issued pursuant to the Arrangement and the Osisko Metals Shares issuable upon exercise of the Pine Point Warrants and the Consideration Warrants;
- (g) the TSXV shall have, if required, accepted notice for filing of all transactions of the Parties contemplated herein or necessary to complete the Arrangement, subject only to compliance with the usual requirements of the TSXV;
- (h) all consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Entity and the expiry of any waiting periods, in connection with, or required to permit, the completion of the Arrangement;
- (i) all third Person and other consents, waivers, permits, exemptions, orders, approvals, agreements and amendments and modifications to agreements, indentures or arrangements, in each case, the failure of which to obtain or the non-expiry of which would, or could reasonably be expected to have, a Material Adverse Effect on Pine Point or Osisko Metals or materially impede the completion of the Arrangement, shall have been obtained or received;
- (j) the Osisko Metals Shares, Consideration Warrants and Spinco Shares to be issued in the United States pursuant to the Arrangement shall be exempt from the registration requirements of the 1933 Act pursuant to Section 3(a)(10) thereof and shall not be subject to resale restrictions in the United States under the 1933 Act (other than as may be prescribed by Rule 144 and Rule 145 under the 1933 Act); and
- (k) this Arrangement Agreement shall not have been terminated pursuant to Article 8 hereof.

The foregoing conditions are for the mutual benefit of the Parties and may be waived by mutual consent of Pine Point and Osisko Metals in writing. If any of such conditions shall not be complied with or waived as aforesaid on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 6.4 hereof, any Party may terminate this Arrangement Agreement by written notice to the other Party in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Arrangement Agreement by such rescinding Party.

6.2 Pine Point Conditions

The obligation of Pine Point to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Date or such other time as is specified below (each of which is for the exclusive benefit of Pine Point and may be waived by Pine Point):

- (a) the representations and warranties made by Osisko Metals in this Arrangement Agreement that are qualified by materiality or the expression "Material Adverse Effect" shall be true and correct in all respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Osisko Metals in this Arrangement Agreement shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either individually or in the aggregate, have a Material Adverse Effect on Osisko Metals, and Osisko Metals shall have provided to Pine Point a certificate of two officers thereof certifying such accuracy or lack of Material Adverse Effect on the Effective Date. No representation or warranty made by Osisko Metals hereunder shall be deemed not to be true and correct if the facts or circumstances which make such representation or warranty untrue or incorrect are disclosed or referred to in the Osisko Metals Disclosure Letter, or provided for or stated to be exceptions under this Arrangement Agreement;
- (b) from the date of this Arrangement Agreement to the Effective Date, there shall not have occurred, and Osisko Metals shall not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or would reasonably be expected to have, a Material Adverse Effect on Osisko Metals;
- (c) Osisko Metals shall have deposited with the Depositary the aggregate Osisko Metals Shares and Consideration Warrants forming part of the aggregate Arrangement Consideration (for greater certainty, excluding the aggregate Spinco Shares to be delivered to the Depositary by Pine Point) delivered pursuant to the Plan of Arrangement;
- (d) Osisko Metals shall have delivered evidence satisfactory to Pine Point, acting reasonably, of the approval of the TSXV for the listing and posting for trading on the TSXV of the Osisko Metals Shares comprising the Arrangement Consideration and the Osisko Metals Shares issuable upon exercise of the Pine Point Warrants and the Consideration Warrants;
- (e) Osisko Metals shall have complied in all material respects with its covenants herein and Osisko Metals shall have provided to Pine Point a certificate of the Chief Executive Officer and Chief Financial Officer thereof, certifying that, as of the Effective Date, it has so complied with its covenants herein; and
- (f) the Osisko Metals Board shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by Osisko Metals to permit the consummation of the Arrangement.

The foregoing conditions are for the benefit of Pine Point and may be waived, in whole or in part, by Pine Point in writing. If any of such conditions shall not be complied with by Osisko Metals or waived by Pine Point on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 6.4 hereof, Pine Point may terminate this Arrangement Agreement by written notice to Osisko Metals in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Arrangement Agreement by Pine Point.

6.3 Osisko Metals Conditions

The obligation of Osisko Metals to complete the transactions contemplated herein is subject to the fulfillment of the following additional conditions at or before the Effective Date or such other time as is specified below (each of which is for the exclusive benefit of Osisko Metals and may be waived by Osisko Metals):

- (a) the representations and warranties made by Pine Point in this Arrangement Agreement that are qualified by materiality or the expression "Material Adverse Effect" shall be true and correct in all respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), and all other representations and warranties made by Pine Point in this Arrangement Agreement shall be true and correct in all material respects as of the Effective Date as if made on and as of such date (except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date), in either case, except where any failures or breaches of representations and warranties would not either, individually or in the aggregate, have a Material Adverse Effect on Pine Point, and Pine Point shall have provided to Osisko Metals a certificate of two officers certifying such accuracy or lack of Material Adverse Effect on the Effective Date. No representation or warranty made by Pine Point hereunder shall be deemed not to be true and correct if the facts or circumstances that make such representation or warranty untrue or incorrect are disclosed or referred to in the Pine Point Disclosure Letter, or provided for or stated to be exceptions under this Arrangement Agreement;
- (b) the conditions precedent to the completion of the Spin-Off Transaction shall have been satisfied, and the Parties and Spinco shall have entered into the Spinco Contribution Agreement;
- (c) Pine Point shall have deposited (or shall have caused Spinco to deposit) with the Depositary the aggregate Spinco Shares forming part of the aggregate Arrangement Consideration (for greater certainty, excluding the aggregate Osisko Metals Shares and Consideration Warrants to be delivered to the Depositary by Osisko Metals) delivered pursuant to the Plan of Arrangement;
- (d) *[Redacted – Commercially Sensitive.]*;
- (e) from the date of this Arrangement Agreement to the Effective Date, there shall not have occurred, and Pine Point shall not have incurred or suffered, any one or more changes, effects, events, occurrences or states of facts that, either individually or in the aggregate, have, or could reasonably be expected to have, a Material Adverse Effect on Pine Point;

- (f) Pine Point shall have complied in all material respects with its covenants herein and Pine Point shall have provided to Osisko Metals a certificate of its Chief Executive Officer and the Chief Financial Officer thereof certifying that, as of the Effective Date, it has so complied with its covenants herein;
- (g) Pine Point shall have provided Osisko Metals with a favourable title opinion, in form and substance satisfactory to Osisko Metals, acting reasonably, with respect to the Pine Point Properties held by Pine Point, dated the Effective Date;
- (h) all outstanding Pine Point Options shall have been exercised in full, cancelled or irrevocably released, surrendered or waived or otherwise dealt with on terms satisfactory to Osisko Metals, acting reasonably;
- (i) the Pine Point Lock-Up Agreements shall not have been terminated or otherwise breached in any material manner by any of the Pine Point Locked-Up Shareholders, such that as a result of such breach or termination the Arrangement Resolution is not passed at the Pine Point Meeting;
- (j) Pine Point Shareholders holding no more than 5% of the outstanding Pine Point Shares shall have exercised the Pine Point Dissent Rights (and not withdrawn such exercise) and Osisko Metals shall have received a certificate, dated the day immediately preceding the Effective Date, of the Chief Executive Officer and the Chief Financial Officer of Pine Point to such effect;
- (k) all (i) accounts of Pine Point due and payable as at the Effective Date, and (ii) severance, termination, bonus or any other similar form of compensation that may become payable to any Transferred Employees on a "change of control" of Pine Point, shall have been paid on the Effective Date, and Pine Point shall have provided to Osisko Metals a certificate of its Chief Executive Officer and the Chief Financial Officer thereof certifying as to the foregoing;
- (l) each Transferred Employee and directors of Pine Point having delivered a resignation and release agreement on terms satisfactory to Osisko Metals, acting reasonably, which, among other things (i) includes a non-competition provision in respect of an area of interest bounding the area of the Pine Point Project, and (ii) irrevocably and unconditionally releases, acquits and forever discharging Pine Point and its agents, partners, officers, directors, insurers, servants, employees, successors and assigns of and from all actions, claims and demands of any and every kind whatsoever arising out of (A) such employee's employment agreement or arrangement with Pine Point, and (B) the termination of such employee's employment agreement or arrangement with Pine Point, including any and all claims for damages, salary, wages, benefits, termination pay, termination notice, severance pay, vacation pay, commissions, bonuses, expenses, allowances, incentive payments and change of control payments;
- (m) the Pine Point Board shall have adopted all necessary resolutions and all other necessary corporate action shall have been taken by Pine Point to permit the consummation of the Arrangement; and
- (n) the Pine Point Board shall not have effected a Change in Pine Point Recommendation.

The foregoing conditions are for the benefit of Osisko Metals and may be waived, in whole or in part, by Osisko Metals in writing. If any of such conditions shall not be complied with or waived by Osisko Metals on or before the Completion Deadline or, if earlier, the date required for the performance thereof, then, subject to Section 6.4 hereof, Osisko Metals may terminate this Arrangement Agreement by written notice to Pine Point in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Arrangement Agreement by Osisko Metals.

6.4 Notice and Cure Provisions

- (a) Each Party will give prompt notice to the other of the occurrence, or failure to occur, at any time from the date hereof until the earlier to occur of the termination of this Arrangement Agreement and the Effective Time, of any event or state of facts which occurrence or failure would, or would be likely to:
 - (i) cause any of the representations or warranties of any Party contained herein to be untrue or inaccurate in any material respect on the date hereof or at the Effective Time; or
 - (ii) result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by any Party hereunder prior to the Effective Time.
- (b) Osisko Metals may not exercise its rights to terminate this Arrangement Agreement pursuant to Section 8.2(a)(iii)C and Pine Point may not exercise their right to terminate this Arrangement Agreement pursuant to Section 8.2(a)(iv)C unless the Party intending to rely thereon has delivered a written notice to the other Party specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which the Party delivering such notice is asserting as the basis for the non-fulfilment or the applicable condition or termination right, as the case may be. If any such notice is delivered, provided that a Party is proceeding diligently to cure such matter and such matter is capable of being cured, no Party may terminate this Arrangement Agreement until the expiration of a period of fifteen (15) Business Days from such notice, and then only if such matter has not been cured by such date. If such notice has been delivered prior to the making of the application for the Final Order, such application and such filing shall be postponed until the expiry of such period. For greater certainty, in the event that such matter is cured within the time period referred to herein without a Material Adverse Effect, this Arrangement Agreement may not be terminated as a result of the cured breach.

6.5 Merger of Conditions

The conditions set out in Section 6.1, Section 6.2 or Section 6.3 hereof shall be conclusively deemed to have been satisfied, fulfilled or waived as of the Effective Time.

ARTICLE 7

NON-SOLICITATION, RIGHT TO MATCH, TERMINATION FEES AND EXPENSES

7.1 Non-Solicitation

- (a) On and after the date hereof, except as otherwise provided in this Agreement, Pine Point shall not, directly or indirectly, through any officer, director, employee, representative (including for greater certainty any financial or other advisors) or agent of Pine Point or any of its Subsidiaries (collectively, the "**Representatives**"):

- (i) make, solicit, assist, initiate, encourage or otherwise facilitate (including, without limitation, by way of furnishing non-public information, permitting any visit to any facilities or properties of Pine Point, or entering into any form of written or oral agreement, arrangement or understanding) any inquiries, proposals or offers regarding an Acquisition Proposal;
 - (ii) engage in any discussions or negotiations regarding, or provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal, provided that, for greater certainty, Pine Point may advise any Person making an unsolicited Acquisition Proposal that such Acquisition Proposal does not constitute a Superior Proposal when the Pine Point Board has so determined;
 - (iii) make a Change in Pine Point Recommendation; or
 - (iv) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal.
- (b) Pine Point shall, and shall cause its Representatives to, immediately cease any existing solicitation, discussion or negotiation with any Person (other than Osisko Metals or an Osisko Metals Subsidiary), by or on behalf of Pine Point with respect to any potential Acquisition Proposal, whether or not initiated by Pine Point or any of its Representatives, and, in connection therewith, Pine Point will discontinue access to any data rooms (virtual or otherwise).
- (c) Pine Point shall not waive, release any Person from, or fail to enforce on a timely basis any obligation under any confidentiality agreement or standstill agreement or amend any such agreement (except to allow such Person to confidentially propose to the Pine Point Board an unsolicited Acquisition Proposal that did not result from a material breach of Section 7.1).
- (d) Within three (3) Business Days from the date hereof, Pine Point shall request the return or destruction of all information provided to any third parties who have entered into a confidentiality agreement with Pine Point relating to any potential Acquisition Proposal and shall use commercially reasonable best efforts to ensure that such requests are honoured in accordance with the terms of such confidentiality agreements and promptly (and in any event within twenty-four (24) hours) provide copies of all correspondence relating to same to Osisko Metals. Pine Point shall immediately advise Osisko Metals orally and then in writing of any response or action (actual, anticipated, contemplated or threatened) by any such third party which could reasonably be expected to hinder, prevent or delay or otherwise adversely affect the completion of the Arrangement.
- (e) Notwithstanding Sections 7.1(a), 7.1(b), 7.1(c) or 7.1(d), from and after the date of this Agreement, Pine Point shall promptly (and in any event within twenty-four (24) hours after it has received any proposal, inquiry, offer or request) notify Osisko Metals, at first orally and then in writing of: (i) any proposal, inquiry, offer or request (or any amendment thereto) relating to or constituting a *bona fide* Acquisition Proposal that did not result from a material breach of Section 7.1, or (ii) any request for discussions or negotiations relating to, or which could reasonably lead to, a *bona fide* Acquisition Proposal, and/or any request

for non-public information relating to Pine Point or any Pine Point Property, material Pine Point Mineral Rights or contractual or legal rights or for access to properties, books and records or a list of the Pine Point Shareholders of which Representatives are (or become) aware, or any amendments to the foregoing. Such notice shall include a description of the terms and conditions of, and the identity of the Person making, any proposal, inquiry, offer or request (including any amendment thereto) that relates to or constitutes a *bona fide* Acquisition Proposal and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Pine Point shall also provide such other details of the proposal, inquiry, offer or request, or any amendment to the foregoing that relates to or constitutes a *bona fide* Acquisition Proposal, as Osisko Metals may reasonably request. Pine Point shall keep Osisko Metals promptly and fully informed of the status, including, without limitation, any change to the material terms, of any such proposal, inquiry, offer or request, or any amendment to the foregoing that relates to or constitutes a *bona fide* Acquisition Proposal, and will respond promptly to all inquiries by Osisko Metals with respect thereto.

- (f) If Pine Point receives a request for non-public information from a Person who, on an unsolicited basis, has proposed to Pine Point a *bona fide* Acquisition Proposal, Pine Point may contact the Person making such Acquisition Proposal and its Representatives in order to clarify the terms and conditions of such Acquisition Proposal and the likelihood of its consummation and to enable Pine Point to determine whether such Acquisition Proposal is, or would reasonably be expected to lead to, a Superior Proposal. If the Pine Point Board determines, in good faith, after consultation with its financial advisors and outside legal counsel, that such Acquisition Proposal constitutes or could reasonably be expected to lead to a Superior Proposal if consummated in accordance with its terms, then, and only in such case, Pine Point may enter into, participate, facilitate and maintain discussions or negotiations with, and otherwise cooperate with and assist the Person making such Acquisition Proposal and provide such person with access to information regarding Pine Point, subject to the execution of a confidentiality agreement (the "**Third Party Confidentiality Agreement**") on terms no less favourable to Pine Point as the Osisko Metals Confidentiality Agreement, including for greater certainty, a standstill covenant on terms typical for a transaction of this type (however such Third Party Confidentiality Agreement may permit the making of an Acquisition Proposal); provided further that Pine Point sends a copy of any such Third Party Confidentiality Agreement to Osisko Metals promptly upon its execution and Osisko Metals is provided with a list of or copies of the information provided to such Person and if Osisko Metals has not previously received such information, Osisko Metals is immediately provided with access to the same information which was provided by the Pine Point to such Person.
- (g) Pine Point shall ensure that its Representatives are aware of the provisions of Section 7.1 and Pine Point shall be responsible for any breach of this Section 7.1 by such Representatives.
- (h) Subject to Section 7.2, at any time following the date of this Arrangement Agreement and prior to obtaining the Pine Point Shareholder Approval, if Pine Point receives an Acquisition Proposal that did not result from a material breach of this Section 7.1 and which the Pine Point Board concludes in good faith constitutes a Superior Proposal, it may, subject to compliance with the procedures set forth in Section 7.3 and Section 8.2, terminate this Arrangement Agreement to enter into a definitive agreement with respect to such Superior Proposal.

- (i) Pine Point shall not accept, approve or recommend, or enter into any agreement (other than a Third Party Confidentiality Agreement contemplated by Section 7.1(f)) relating to, an Acquisition Proposal unless:
 - (i) the Acquisition Proposal constitutes a Superior Proposal;
 - (ii) Pine Point has materially complied with the provisions of Section 7.1, inclusive;
 - (iii) Pine Point has provided Osisko Metals with notice in writing that there is a Superior Proposal, together with all documentation related to and detailing the Superior Proposal (including a copy of the Third Party Confidentiality Agreement, or any confidentiality agreement between Pine Point and the Person making the Superior Proposal if not previously delivered), at least five (5) Business Days prior to the date on which the Pine Point Board proposes to accept, approve, recommend or to enter into any agreement relating to such Superior Proposal;
 - (iv) five (5) Business Days shall have elapsed (the "**Right to Match Period**") from the date Osisko Metals received the notice and documentation referred to in Section 7.1(i)(iii) from Pine Point in respect of the Acquisition Proposal and, if Osisko Metals has proposed to amend the terms of the Arrangement in accordance with Section 7.2, the Pine Point Board shall have determined, in good faith, after consultation with its respective financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Arrangement by Osisko Metals;
 - (v) Pine Point concurrently terminates this Agreement pursuant to Section 8.2; and
 - (vi) Pine Point pays to Osisko Metals the Pine Point Termination Payment.
- (j) Nothing contained in this Agreement shall:
 - (i) prevent the Pine Point Board from, and the Pine Point Board shall be permitted, to engage in discussions or negotiations with, or respond to enquiries from any Person that has made a bona fide written Acquisition Proposal that the Pine Point Board has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide information pursuant to Section 7.1(f) to any Person where the requirements of that section are met;
 - (ii) prohibit the Pine Point Board from making disclosure to the Pine Point Shareholders with respect to an Acquisition Proposal prior to the Effective Time if, in good faith judgment of the Pine Point Board, after consultation with outside legal counsel, such disclosure is required by Applicable Securities Laws; or
 - (iii) prohibit the Pine Point Board from responding as, and to the extent, required by Law to an Acquisition Proposal that it determines is not a Superior Proposal,

Provided that Osisko Metals and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Pine Point, acting reasonably.

7.2

Right to Match

- (a) Pine Point acknowledges and agrees that, during the five (5) Business Day periods referred to in Section 7.1(i)(iii) and Section 7.1(i)(iv) or such longer period as Pine Point may approve for such purpose, Osisko Metals shall have the opportunity, but not the obligation, to propose to amend the terms of this Agreement and the Arrangement and Pine Point shall co-operate with Osisko Metals with respect thereto, including negotiating in good faith with Osisko Metals to enable Osisko Metals to make such adjustments to the terms and conditions of this Agreement and the Arrangement as Osisko Metals deems appropriate and as would enable Osisko Metals to proceed with the Arrangement on such adjusted terms. The Pine Point Board will review any proposal by Osisko Metals to amend the terms of the Arrangement in order to determine, in good faith in the exercise of its fiduciary duties and consistent with Section 7.1, whether Osisko Metals' proposal to amend the Arrangement would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Arrangement.
- (b) The Pine Point Board shall promptly reaffirm its recommendation of the Arrangement by press release after: (i) any Acquisition Proposal which the Pine Point Board determines not to be a Superior Proposal is publicly announced or made; or (ii) the Pine Point Board determines that a proposed amendment to the terms of the Arrangement would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and Osisko Metals has so amended the terms of the Arrangement. Osisko Metals and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by Pine Point, acting reasonably.
- (c) Nothing in this Agreement shall prevent the Pine Point Board from responding as required by Applicable Securities Laws to an Acquisition Proposal that it determines is not a Superior Proposal. Further, nothing in this Agreement shall prevent the Pine Point Board from making any disclosure to the Pine Point Shareholders if the Pine Point Board, acting in good faith and upon the advice of its legal advisors, shall have first determined that the failure to make such disclosure would be inconsistent with the fiduciary duties of the Pine Point Board and provided further that such disclosure is otherwise in accordance with the terms of this Agreement. Osisko Metals and its counsel shall be given a reasonable opportunity to review and comment on the form and content of any such disclosure, recognizing that whether or not such comments are appropriate will be determined by Pine Point, acting reasonably.
- (d) Pine Point acknowledges and agrees that each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of Section 7.1(i).
- (e) In the event Pine Point provides the notice contemplated by Section 7.1(i)(iii) on a date which is less than three (3) Business Days prior to the Pine Point Meeting, then Pine Point may, notwithstanding any other provision contained herein, or at the Purchaser's request shall, adjourn or postpone the Pine Point Meeting to the date that is five (5) Business Days after the date of the notice, provided that in no event shall the Pine Point Meeting be adjourned or postponed beyond the Completion Deadline.

7.3

Termination Fees

- (a) Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Arrangement Agreement and the Plan of Arrangement shall be paid by the Party incurring such fees, costs or expenses.
- (b) If a Pine Point Termination Fee Event occurs, Pine Point shall pay, or cause to be paid, to Osisko Metals (by wire transfer of immediately available funds) the Pine Point Termination Fee.
- (c) For the purposes of this Arrangement Agreement, "**Pine Point Termination Fee Event**" means:
 - (i) the termination of this Arrangement Agreement pursuant to Section 8.2(a)(iii)A, in which case the Pine Point Termination Fee shall be paid to Osisko Metals as soon as practicable and in any event within two (2) Business Days of the day on which this Agreement is terminated;
 - (ii) the termination of this Arrangement Agreement pursuant to Section 8.2(a)(iii)F, in which case the Pine Point Termination Fee shall be paid to Osisko Metals as soon as practicable and in any event within two (2) Business Days of the day on which this Agreement is terminated; or
 - (iii) the termination of this Arrangement Agreement pursuant to Section 8.2(a)(ii)A or 8.2(a)(ii)C if, in either case, prior to the earlier of the termination of this Arrangement Agreement or the holding of the Pine Point Meeting, (A) a *bona fide* Acquisition Proposal, or the intention to make an Acquisition Proposal, with respect to Pine Point shall have been made to Pine Point or publicly announced by any Person (other than Osisko Metals or any of its affiliates) and not withdrawn prior to the Pine Point Meeting, and (B) within nine (9) months after the date of termination of this Agreement or the holding of the Pine Point Meeting either (x) such Acquisition Proposal has been accepted, recommended or approved by the Pine Point Board or has not expired, been withdrawn or been publicly abandoned, or (y) any Person or company acquires, directly or indirectly, more than 50% of the issued and outstanding Pine Point Shares or more than 50% of the consolidated assets of Pine Point under such Acquisition Proposal, in which case the Pine Point Termination Fee shall be paid to Osisko Metals on the date the Pine Point Shares or assets of Pine Point are acquired as described in paragraph (y) above. For the purpose of this Section 7.3(c)(iii), the term "Acquisition Proposal" shall have the meaning ascribed to such term in Section 1.1, except that references to "20%" shall be deemed to be "50%".
- (d) If a Pine Point Termination Fee Event described in Section 7.3(c)(iii) occurs, the Pine Point Termination Fee shall be payable immediately upon closing of the applicable transaction referred to therein.
- (e) Each of the Parties acknowledges that the agreements contained in this Section 7.3 are an integral part of the transactions contemplated in this Arrangement Agreement and that, without those agreements, the Parties would not enter into this Arrangement Agreement. Each Party acknowledges that all of the payment amounts set out in this Section 7.3 are payments of liquidated damages which are a genuine pre-estimate of the damages, which

the Party entitled to such damages will suffer or incur as a result of the event giving rise to such payment and the resultant termination of this Arrangement Agreement and are not penalties. Each Party irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive.

- (f) Nothing in this Section 7.3 shall relieve or have the effect of relieving Pine Point in any way from Liability for damages incurred or suffered by Osisko Metals as a result of an intentional or wilful breach of this Arrangement Agreement by Pine Point.
- (g) Nothing in this Section 7.3 shall preclude Osisko Metals from seeking injunctive relief to restrain any breach or threatened breach of the covenants or agreements set forth in this Arrangement Agreement or otherwise to obtain specific performance of any such covenants or agreements, without the necessity of posting bond or security in connection therewith.
- (h) Pine Point shall not be required to make more than one Pine Point Termination Fee payment pursuant to this Arrangement Agreement.

7.4 Access to Information; Confidentiality

- (a) From the date hereof until the earlier of the Effective Time and the termination of this Arrangement Agreement, subject to compliance with applicable Laws and the terms of any existing Contracts, Pine Point shall, and shall cause its officers, directors, employees, independent auditors, accounting advisers and agents to, afford to Osisko Metals and to the officers, employees, agents and representatives of Osisko Metals such access as Osisko Metals may reasonably require at all reasonable times, including for the purpose of facilitating integration business planning, to their officers, employees, agents, properties, books, records and Contracts, and shall furnish Osisko Metals with all data and information as Osisko Metals may reasonably request.
- (b) All information of a confidential nature relating to a Party or its business that is disclosed to another Party in accordance with this Agreement or in connection with the Arrangement and the transactions contemplated herein shall be held in confidence by the receiving Party and shall not be disclosed to any Person or the public except with the prior written consent of the disclosing Party, acting reasonably. Such consent shall not apply to the disclosure of confidential information as required by applicable Law or stock exchange requirements, provided that (i) only the confidential information that is legally required may be disclosed, and (ii) the Party making such disclosure as required by applicable Law or stock exchange requirements shall consult with the Party who disclosed the confidential information in accordance with this Agreement or in connection with the Arrangement and the transactions contemplated herein and co-operate with such Party who disclosed the confidential information to obtain a protective order or other remedy.

7.5 Insurance and Indemnification

- (a) Osisko Metals agrees that for the period from the Effective Date until six (6) years after the Effective Date, Osisko Metals shall cause Pine Point or any successor (including the successor resulting from the winding-up or liquidation or dissolution of Pine Point) to maintain Pine Point's current directors' and officers' insurance policy or an equivalent policy subject in either case to terms and conditions no less advantageous to the directors and officers of Pine Point than those contained in the policy in effect on the date hereof,

for all present and former directors and officers of Pine Point, covering claims made prior to or within six (6) years after the Effective Date. Osisko Metals also agrees that after the expiration of such period of six (6) years, if there is no cost in doing so, it will use all commercially reasonable best efforts to cause such directors and officers to be covered under Osisko Metals' then existing directors and officers insurance policy, if any.

- (b) Osisko Metals shall and shall cause Pine Point or any successor (including the successor resulting from the winding-up or liquidation or dissolution of Pine Point) to honour all rights to indemnification or exculpation existing as of the Effective Time in favour of present and former employees, officers and directors of Pine Point, and to not take any action to adversely amend or to terminate such rights, and acknowledges that such rights, shall survive the completion of the Arrangement and shall continue in full force and effect in accordance with their terms. Osisko Metals shall, and shall cause Pine Point (or its successor) to, indemnify the directors and officers of Pine Point to the fullest extent to which Osisko Metals and Pine Point are permitted to indemnify such directors and officers under their respective charter, articles, by-laws, applicable Laws and contracts of indemnity.
- (c) The provisions of this Section 7.5:
 - (i) are intended for the benefit of all present and former directors and officers of the Pine Point and its Subsidiaries, as and to the extent applicable in accordance with their terms, and are enforceable by each of such Persons and his or her heirs, executors, administrators and other legal representatives (collectively, the "**Indemnified Parties**"); and
 - (ii) are in addition to, and not in substitution for, any other rights that the Indemnified Parties may have by contract or otherwise.
- (d) Pine Point holds the rights and benefits of Section 7.5 in trust for and on behalf of the Indemnified Parties, and Pine Point hereby accepts such trust and agrees to hold the benefit of and enforce performance of such covenants on behalf of the Indemnified Parties.

ARTICLE 8

TERM, TERMINATION, AMENDMENT AND WAIVER

8.1 Term

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

8.2 Termination

- (a) Subject to this Section 8.2(a), this Arrangement Agreement, other than Section 7.3, may be terminated and the Arrangement may be abandoned at any time prior to the Effective Time (notwithstanding any approval of this Arrangement Agreement, the Arrangement Resolution by the Pine Point Shareholders or the approval of the Arrangement by the Court):
 - (i) by mutual written agreement of Pine Point and Osisko Metals;

- (ii) by either of Pine Point or Osisko Metals, if:
 - A. the Effective Time shall not have occurred on or before the Completion Deadline, except that the right to terminate this Arrangement Agreement under this Section 8.2(a)(ii)A shall not be available to any Party whose failure to fulfill any of its obligations or whose breach of any of its representations and warranties under this Arrangement Agreement has been the cause of, or directly resulted in, the failure of the Effective Time to occur by such Completion Deadline;
 - B. after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins Pine Point or Osisko Metals from consummating the Arrangement and such applicable Law (if applicable) or injunction shall have become final and non-appealable, provided that the Party seeking to terminate this Arrangement Agreement pursuant to this Section 8.2(a)(ii)B has used its best efforts to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or
 - C. the Arrangement Resolution shall have failed to obtain the Pine Point Shareholder Approval at the Pine Point Meeting (including any adjournment or postponement thereof) in accordance with the Interim Order;
- (iii) by Osisko Metals, if:
 - A. prior to obtaining the Pine Point Shareholder Approval, there is a Change in Pine Point Recommendation;
 - B. any condition set forth in Section 6.1 or Section 6.3 is not satisfied, and such condition is incapable of being satisfied by the Completion Deadline; provided that Osisko Metals is not then in breach of this Arrangement Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied;
 - C. subject to Section 6.4, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Pine Point set forth in this Arrangement Agreement (other than as set out in Section 7.1) shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied, and such conditions are incapable of being satisfied by the Completion Deadline; provided that Osisko Metals is not then in breach of this Arrangement Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied;
 - D. Pine Point is in material breach or in default of any of its obligations or covenants set forth in Section 7.1;
 - E. the Pine Point Meeting has not occurred on or before February 23, 2018, provided that the right to terminate this Arrangement Agreement pursuant to this Section 8.2(a)(iii)E shall not be available to Osisko Metals if the

failure by Osisko Metals to fulfil any obligation hereunder is the cause of, or results in, the failure of the Pine Point Meeting to occur on or before such date; or

F. the Pine Point Board authorizes Pine Point to enter into a legally binding agreement relating to a Superior Proposal;

(iv) by Pine Point, if:

A. the Pine Point Board authorizes Pine Point, subject to complying with the terms of this Arrangement Agreement, to accept, recommend, approve or enter into a legally binding agreement with respect to a Superior Proposal; provided that concurrently with such termination, Pine Point pays the Pine Point Termination Fee that is made payable pursuant to Section 7.3;

B. any condition set forth in Section 6.1 or Section 6.2 is not satisfied, and such condition is incapable of being satisfied by the Completion Deadline; provided that Pine Point is not then in breach of this Arrangement Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied;

C. subject to Section 6.4, a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Osisko Metals set forth in this Arrangement Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, and such conditions are incapable of being satisfied by the Completion Deadline; provided that Pine Point is not then in breach of this Arrangement Agreement so as to cause any of the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied.

(b) The Party desiring to terminate this Arrangement Agreement pursuant to this Section 8.2 (other than pursuant to Section 8.2(a)(i)) shall give notice of such termination to the other Party.

(c) If this Arrangement Agreement is terminated pursuant to this Section 8.2, this Arrangement Agreement shall become void and of no effect without Liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party hereto, except as otherwise expressly contemplated hereby, and provided that the provisions of this Section 8.2(c), Section 7.3, Section 7.4(b), Article 9 and the confidentiality terms and conditions shall survive any termination of this Arrangement Agreement; provided further that neither the termination of this Arrangement Agreement nor anything contained in this Section 8.2 shall relieve a Party from any Liability arising prior to such termination.

8.3 Mutual Understanding Regarding Amendments

(a) In addition to the transactions contemplated hereby or at the request of a Party, the Parties shall continue from and after the date hereof and through and including the Effective Date to use their respective commercially reasonable efforts to maximize present and future planning opportunities for Osisko Metals, Pine Point, Spinco, the Osisko Metals Shareholders and the Pine Point Shareholders as and to the extent that the same shall not

prejudice any party hereto or the shareholders thereof. The Parties will ensure that such planning activities do not impede the progress of the Arrangement in any material way.

- (b) The Parties mutually agree that if a Party proposes any other amendment or amendments to this Arrangement Agreement or to the Plan of Arrangement, each other Party will act reasonably in considering such amendment and if the other of them and the shareholders thereof are not materially prejudiced by reason of any such amendment they will co-operate in a reasonable fashion with the Party proposing the amendment so that such amendment can be effected subject to applicable Laws and the rights of the Osisko Metals Shareholders and the Pine Point Shareholders.
- (c) At any time prior to the Pine Point Meeting, Osisko Metals shall be entitled to propose to Pine Point modifications to the Arrangement in order to facilitate the Tax or other planning objectives of Osisko Metals, provided, in each case, that: (i) such proposal is not likely to materially prejudice Pine Point, Spinco, the Osisko Metals Shareholders or the Pine Point Shareholders; (ii) such proposal would not impede or materially delay the completion of the transactions contemplated hereby; (iii) Osisko Metals has provided notice of such proposal to Pine Point not less than fifteen (15) Business Days prior to the date of the Pine Point Meeting; and (iv) implementation of the proposal would not result in a transaction that is inconsistent with the fundamental terms of this Arrangement Agreement.
- (d) Each of Osisko Metals and Pine Point agree that any such modifications and any transactions or steps taken in accordance with this Section 8.3 shall not be considered in determining whether any representation or warranty made by them under this Arrangement Agreement has been breached if such modifications, transactions and steps are the sole cause of such breach.
- (e) Osisko Metals and Pine Point shall enter into an amending agreement reflecting the proposed amendments to the Arrangement and this Arrangement Agreement and the Plan of Arrangement shall be modified accordingly and Osisko Metals and Pine Point shall each use their respective commercially reasonable efforts to communicate any such modifications to the Osisko Metals Shareholders and the Pine Point Shareholders and to ensure that any such modifications are, to the extent required under applicable Law, presented to the Pine Point Shareholders at the Pine Point Meeting.

8.4 Amendment

This Arrangement Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Pine Point Meeting but not later than the Effective Time, be amended by mutual written agreement of Pine Point and Osisko Metals, and any such amendment may, subject to the Interim Order and the Final Order and applicable Law, 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 or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; and/or
- (d) waive compliance with or modify any mutual conditions precedent herein contained.

8.5 Waiver

Any Party may: (i) extend the time for the performance of any of the obligations or acts of the other Party; (ii) waive compliance, except as provided herein, with the other Party's agreements or the fulfilment of any conditions to its own obligations contained herein; or (iii) waive inaccuracies in any of the other Party's representations or warranties contained herein or in any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 9 GENERAL

9.1 Privacy

Each Party shall comply with applicable privacy Laws in the course of collecting, using and disclosing personal information about an identifiable individual (the "**Transaction Personal Information**"). Osisko Metals shall not disclose Transaction Personal Information to any Person other than to its advisors who are evaluating and advising on the transactions contemplated by this Arrangement Agreement. If Osisko Metals completes the transactions contemplated by this Arrangement Agreement, Osisko Metals shall not, following the Effective Date, without the consent of the individuals to whom such Transaction Personal Information relates or as permitted or required by applicable Law, use or disclose Transaction Personal Information for purposes other than those for which such Transaction Personal Information was collected by Pine Point prior to the Effective Date, and which does not relate directly to the carrying on of Pine Point's business or to the carrying out of the purposes for which the transactions contemplated by this Arrangement Agreement were implemented.

Osisko Metals shall protect and safeguard the Transaction Personal Information against unauthorized collection, use or disclosure. Osisko Metals shall cause its advisors to observe the terms of this Section 9.1 and to protect and safeguard Transaction Personal Information in their possession. If this Arrangement Agreement shall be terminated, Osisko Metals shall promptly deliver to Pine Point all Transaction Personal Information in its possession or in the possession of any of its advisors, including all copies, reproductions, summaries or extracts thereof.

9.2 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Arrangement Agreement by a Party shall be in writing and shall be delivered by hand to the Party to which the notice is to be given at the following address or sent by facsimile or other electronic transmission to the following numbers or to such other address, facsimile number or email address as shall be specified by a Party by like notice. Any notice, consent, waiver, direction or other communication aforesaid shall, 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 or, if not, then the next succeeding Business Day) and if sent by facsimile or other electronic transmission be deemed to have been given and received at the time of receipt (if a Business Day or, if not, then the next succeeding Business Day) unless actually received after 4:30 p.m. (Toronto time) at the point of delivery in which case it shall be deemed to have been given and received on the next Business Day. The address for service of each of the Parties hereto shall be as follows:

- (a) if to Pine Point Mining Limited:

365 Bay Street
Suite 400
Toronto, Ontario
M5H 2V1

Attention: Mr. Jamie Levy, Director, President and CEO
Facsimile: (416) 361-2519
Email: jlevy@pinpointmining.com

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

Irwin Lowy LLP
365 Bay Street
Suite 400
Toronto, Ontario
M5H 2V1

Attention: Christopher O. Irwin
Email: cirwin@irwinlowy.com

(b) if to Osisko Metals:

Osisko Metals Incorporated
1100 Avenue des Canadiens-de-Montréal
Bureau 300
Montréal, Québec
H3B 2S2

Attention: Jeff Hussey
Facsimile: (514) 861-1333
Email: jhussey@osiskometals.com

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

Bennett Jones LLP
Suite 3400, One First Canadian Place, P.O. Box 130
Toronto, Ontario M5X 1A4

Attention: Sander A.J.R. Grieve
Facsimile: (416) 863-1716
Email: grieves@bennettjones.com

9.3 Remedies

Subject to Section 7.3, the Parties acknowledge and agree that an award of money damages may be inadequate for any breach of this Arrangement Agreement by any Party or its Representatives and advisors and that such breach may cause the non-breaching Party irreparable harm. Accordingly, the Parties agree that, in the event of any such breach or threatened breach of this Arrangement Agreement by one of the Parties, each Party will be entitled, without the requirement of posting a bond or other security, to seek equitable relief, including injunctive relief and specific performance. Subject to any other provision hereof including, without limitation, Section 7.3 hereof, such remedies will not be the exclusive remedies for any

breach of this Arrangement Agreement but will be in addition to all other remedies available hereunder or at law or in equity to each of the Parties.

9.4 Expenses

The Parties agree that all out-of-pocket expenses incurred in connection with this Arrangement Agreement and the transactions contemplated hereby, the Pine Point Meeting, the preparation and mailing of the Pine Point Circular, the Spin-Off Transaction, including legal and accounting fees, printing costs, financial advisor fees and all disbursements by advisors, shall be paid by the Party incurring such expense and that nothing in this Arrangement Agreement shall be construed so as to prevent the payment of such expenses. The provisions of this Section 9.4 shall survive the termination of this Arrangement Agreement.

9.5 Time of the Essence

Time shall be of the essence in this Arrangement Agreement.

9.6 Entire Agreement

This Arrangement Agreement, together with the agreements and other documents herein or therein referred to, constitute the entire agreement and understanding between the Parties pertaining to the subject matter hereof and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties with respect to the subject matter hereof, including the Letter of Intent. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained herein.

9.7 Further Assurances

Each Party shall, from time to time, and at all times hereafter, at the request of the other Party, but without further consideration, do, or cause to be done, all such other acts and execute and deliver, or cause to be executed and delivered, all such further agreements, transfers, assurances, instruments or documents as shall be reasonably required in order to fully perform and carry out the terms and intent hereof including, without limitation, the Plan of Arrangement.

9.8 Governing Law; Waiver of Jury Trial

This Arrangement Agreement shall be governed by, and be construed in accordance with, the laws of the Province of Ontario and the laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of Ontario. Each of the Parties hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under and in relation to this Arrangement Agreement and waives any defences to the maintenance of an action in the courts of the Province of Ontario.

9.9 Execution in Counterparts

This Arrangement Agreement may be executed in one or more counterparts, each of which shall conclusively be deemed to be an original and all such counterparts collectively shall be conclusively deemed to be one and the same. Delivery of an executed counterpart of the signature page to this Arrangement Agreement by facsimile or other electronic means shall be effective as delivery of a manually executed counterpart of this Arrangement Agreement, and any Party delivering an executed counterpart of

the signature page to this Arrangement Agreement by facsimile or other electronic means to any other Party shall thereafter also promptly deliver a manually executed original counterpart of this Arrangement Agreement to such other Party, but the failure to deliver such manually executed original counterpart shall not affect the validity, enforceability or binding effect of this Arrangement Agreement.

9.10 Waiver

No waiver or release by any Party shall be effective unless in writing and executed by the Party granting such waiver or release and any waiver or release shall affect only the matter, and the occurrence thereof, specifically identified and shall not extend to any other matter or occurrence. Waivers may only be granted upon compliance with the provisions governing amendments set forth in Section 8.3 hereof.

9.11 No Personal Liability

- (a) No director or officer of Pine Point shall have any personal Liability whatsoever to Osisko Metals under this Arrangement Agreement or any other document delivered in connection with this Arrangement Agreement or the Arrangement by or on behalf of Pine Point.
- (b) No director or officer of Osisko Metals shall have any personal Liability whatsoever to Pine Point under this Arrangement Agreement or any other document delivered in connection with this Arrangement Agreement or the Arrangement by or on behalf of Osisko Metals.

9.12 Enurement and Assignment

Osisko Metals may assign all or part of its rights under this Arrangement Agreement to, and its obligations under this Arrangement Agreement may be assumed by, a direct or indirect Subsidiary of Osisko Metals, provided that if such assignment and/or assumption takes place, Osisko Metals shall continue to be liable jointly and severally with such Subsidiary for all of its obligations hereunder.

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

[Remainder of page intentionally left blank. Signature page follows.]

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

PINE POINT MINING LIMITED

Per: (signed) "Jamie Levy"
Name: Jamie Levy
Title: President & CEO

OSISKO METALS INCORPORATED

Per: (signed) "Jeff Hussey"
Name: Jeff Hussey
Title: President & CEO

SCHEDULE "A"
FORM OF PLAN OF ARRANGEMENT

**PLAN OF ARRANGEMENT UNDER SECTION 182
OF THE *BUSINESS CORPORATIONS ACT* (ONTARIO)**

ARTICLE 1
DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following words and terms shall have the meanings hereinafter set forth:

"**Arrangement**" means the arrangement under Section 182 of the OBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Arrangement Agreement and the provisions hereof or made at the direction of the Court in the Final Order;

"**Arrangement Agreement**" means the arrangement agreement dated as of December 15, 2017 between Osisko Metals and Pine Point, as amended, amended and restated or supplemented from time to time;

"**Arrangement Resolution**" means the special resolution of the Pine Point Shareholders approving the Arrangement, this Plan of Arrangement and the Arrangement Agreement, substantially in the form set out in Schedule "C" to the Arrangement Agreement;

"**Articles of Arrangement**" means the articles of arrangement of Pine Point in respect of the Arrangement, required by the OBCA to be sent to the Director after the Final Order is made, which shall include this Plan of Arrangement and otherwise be in a form and content satisfactory to Pine Point and Osisko Metals, each acting reasonably;

"**BCBCA**" means the *Business Corporations Act* (British Columbia) and the regulations made thereunder;

"**Business Day**" means any day, other than a Saturday, a Sunday or a statutory holiday in Toronto, Ontario;

"**Certificate of Arrangement**" means the certificate of arrangement issued by the Director pursuant to Subsection 183(2) of the OBCA in respect of the Articles of Arrangement;

"**Consideration Warrants**" means common share purchase warrants of Osisko Metals to be issued to Former Pine Point Shareholders in connection with the Arrangement, with each whole common share purchase warrant of Osisko Metals entitling the holder thereof to acquire one Osisko Metals Share at an exercise price of \$1.50 per Osisko Metals Share for a period of 12 months from the Effective Date;

"**Court**" means Ontario Superior Court of Justice (Commercial List);

"Depository" means Equity Financial Trust Company, appointed for the purpose of, among other things, exchanging certificates representing Pine Point Shares for certificates representing Osisko Metals Shares in connection with the Arrangement;

"Director" means the Director appointed pursuant to Section 278 of the OBCA;

"Distribution Spinco Shares" shall have the meaning ascribed to such term in Section 3.2(d);

"Effective Date" means the date shown on the Certificate of Arrangement giving effect to the Arrangement;

"Effective Time" means 12:01 a.m. (Toronto time) on the Effective Date, or such other time as the Parties may agree to in writing before the Effective Date;

"Encumbrance" means any mortgage, hypothec, pledge, assignment, charge, lien, claim, security interest, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing;

"Exchange Ratio" means 0.2710;

"Final Order" means the final order of the Court in form acceptable to Osisko Metals and Pine Point, each acting reasonably, approving the Arrangement, as such order may be amended by the Court with the consent of the Parties at any time prior to the Effective Date or, if appealed, then unless such appeal is withdrawn or denied, as affirmed or as amended on appeal;

"final proscription date" shall have the meaning ascribed to such term in Section 5.5;

"Former Pine Point Optionholders" means, at and following the Effective Time, the holders of Pine Point Options immediately prior to the Effective Time;

"Former Pine Point Shareholders" means, at and following the Effective Time, the holders of Pine Point Shares immediately prior to the Effective Time;

"Former Pine Point Warrantholders" means, at and following the Effective Time, the holders of Pine Point Warrants immediately prior to the Effective Time;

"Governmental Entity" means;

- (a) any supranational body or organization, nation, government, state, province, country, territory, municipality, quasi-government, administrative, judicial or regulatory authority, agency, board, body, bureau, commission, instrumentality, court or tribunal or any political subdivision thereof, or any central bank (or similar monetary or regulatory authority) thereof, any taxing authority, any ministry or department or agency of any of the foregoing;
- (b) any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, including any court; and
- (c) any corporation or other entity owned or controlled, through stock or capital ownership or otherwise, by any of such entities or other bodies;

"Initial Spinco Share" means one Spinco Share, to be issued by Spinco to Pine Point prior to the Effective Date;

"Interim Order" means the interim order of the Court pursuant to the OBCA, made in connection with the Arrangement, as such order may be amended, supplemented or varied by the Court with the consent of the Parties, each acting reasonably;

"Letter of Transmittal" means the letter of transmittal sent by Pine Point to the Pine Point Shareholders for use in connection with the Arrangement, providing for the delivery of certificates representing Pine Point Common Shares to the Depositary;

"OBCA" means the *Business Corporations Act* (Ontario) and the regulations made thereunder;

"Osisko Metals" means Osisko Metals Incorporated, a corporation existing under the BCBCA;

"Osisko Metals Shares" means common shares in the capital of Osisko Metals;

"Parties" means, together, Osisko Metals and Pine Point, and **"Party"** means any one of them;

"Person" means an individual, partnership, association, body corporate, joint venture, business organization, trustee, executor, administrative legal representative, Governmental Entity or any other entity, whether or not having legal status;

"Pine Point" means Pine Point Mining Limited, a corporation existing under the OBCA;

"Pine Point Class A Shares" has the meaning ascribed to such term in Section 3.2(e)(i);

"Pine Point Common Shares" means common shares in the capital of Pine Point;

"Pine Point Disclosure Letter" means the letter delivered by Pine Point to Osisko Metals in the form accepted by and on behalf of Osisko Metals with respect to certain matters in the Arrangement Agreement;

"Pine Point Dissenting Shareholders" means registered Pine Point Shareholders who have duly and validly exercised their Pine Point Dissent Rights in strict compliance with the Pine Point Dissent Procedures and whose Pine Point Dissent Rights have not terminated;

"Pine Point Dissent Procedures" means the procedures to be taken by a Pine Point Shareholder in exercising Pine Point Dissent Rights;

"Pine Point Dissent Rights" means the rights of dissent in respect of the Arrangement as contemplated in this Plan of Arrangement;

"Pine Point Meeting" means the annual and special meeting or the special meeting, as applicable, of the Pine Point Shareholders, including any adjournments or postponements thereof, to be held to, among other things, consider and, if deemed advisable, to approve the Arrangement Resolution;

"Pine Point Options" means outstanding options to purchase Pine Point Common Shares issued pursuant to the Pine Point Stock Option Plan and detailed in the Pine Point Disclosure Letter;

"Pine Point Shareholders" means, at any time, the holders of Pine Point Shares;

"Pine Point Shares" means Pine Point Common Shares or Pine Point Class A Shares, as applicable;

"Pine Point Stock Option Plan" means the stock option plan of Pine Point, as amended, amended and restated or supplemented from time to time, and as approved by the Pine Point Shareholders and described in the most recent management information circular of Pine Point filed on SEDAR;

"Pine Point Warrants" means outstanding common share purchase warrants entitling the holder thereof to acquire Pine Point Common Shares and detailed in the Pine Point Disclosure Letter;

"Plan of Arrangement" means this plan of arrangement and any amendments or variations made in accordance with the Arrangement Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Parties, each acting reasonably;

"Replacement Osisko Metals Warrant" has the meaning ascribed to such term in Section 3.2(h);

"Spinco" means a corporation to be incorporated under the OBCA, to be renamed "[●]" (or such other name determined by Pine Point prior to the Effective Time) following the Effective Time;

"Spinco Cash" has the meaning given to such term in the Arrangement Agreement;

"Spinco Contribution Agreement" has the meaning given to such term in the Arrangement Agreement;

"Spinco Liabilities" has the meaning given to such term in the Arrangement Agreement;

"Spinco Property" has the meaning given to such term in the Arrangement Agreement;

"Spinco Share Consolidation" has the meaning ascribed to such term in Section 3.2(i);

"Spinco Shares" means common shares in the capital of Spinco;

"Tax Act" means the *Income Tax Act* (Canada) and the regulations thereunder.

Words and phrases used herein that are defined in the Arrangement Agreement and not defined herein shall have the same meaning herein as in the Arrangement Agreement, unless the context otherwise requires. Words and phrases used herein that are defined in the OBCA and not defined herein or in the Arrangement Agreement shall have the same meaning herein as in the OBCA, unless the context otherwise requires.

Section 1.2 Interpretation Not Affected By Headings.

The division of this Plan of Arrangement into Articles, Sections, Paragraphs and Subparagraphs and the insertion of headings herein are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. The terms "this Plan of Arrangement", "hereof", "herein", "hereto", "hereunder" and similar expressions refer to this Plan of Arrangement and not to any particular Article, Section or other portion hereof and include any instrument supplementary or ancillary hereto.

Section 1.3 References to Articles, Sections, etc.

Unless otherwise indicated, references in this Plan of Arrangement to any Article, Section, Paragraph, Subparagraph or portion thereof are a reference to the applicable Article, Section, Paragraph, Subparagraph or portion thereof in this Plan of Arrangement.

Section 1.4 Number, Gender and Persons.

In this Plan of Arrangement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa, words importing the use of either gender shall include both genders and neuter and the word Person and words importing persons shall include a natural person, firm, trust, partnership, association, corporation, joint venture or government (including any governmental agency, political subdivision or instrumentality thereof) and any other entity or group of persons of any kind or nature whatsoever.

Section 1.5 Date for Any Action.

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, such action shall be required to be taken on the next succeeding day which is a Business Day.

Section 1.6 Statutory References.

Unless otherwise indicated, references in this Plan of Arrangement to any statute include all regulations made pursuant to such statute and the provisions of any statute or regulation which amends, supplements or supersedes any such statute or regulation.

Section 1.7 Currency.

Unless otherwise stated, all references to currency herein are expressed in lawful money of Canada, and "\$" refers to Canadian dollars.

ARTICLE 2 **EFFECT OF ARRANGEMENT**

Section 2.1 Arrangement Agreement.

This Plan of Arrangement is made pursuant to, and is subject to the provisions of, the Arrangement Agreement except in respect of the sequence of the steps comprising the Arrangement, which shall occur in the order set forth herein. This Plan of Arrangement constitutes an arrangement as referred to in Section 182 of the OBCA.

Section 2.2 Binding Effect.

This Plan of Arrangement shall become effective at the Effective Time and, at and after the Effective Time, shall be binding on: (a) Pine Point; (b) Osisko Metals; (c) Spinco; (d) the Former Pine Point Shareholders (including all Pine Point Dissenting Shareholders) and beneficial owners of Pine Point Shares; (e) the Former Pine Point Optionholders; (f) the Former Pine Point Warranholders; (g) the Depositary; and (h) the registrar and transfer agent in respect of the Pine Point Shares, in each case without any further authorization, act or formality on the part of any Person, except as expressly provided herein.

ARTICLE 3
ARRANGEMENT

Section 3.1 Preliminary Steps Prior to the Arrangement

The following preliminary steps shall occur prior to, and shall be conditions precedent to, the implementation of the Plan of Arrangement:

- (a) Pine Point shall have incorporated Spinco pursuant to the OBCA;
- (b) Pine Point shall have subscribed for the Initial Spinco Share for \$1.00 and Spinco shall have issued the Initial Spinco Share to Pine Point;
- (c) the following persons, having consented to act as directors of Spinco in accordance with the OBCA, shall be appointed directors of Spinco, to hold office until the next annual meeting of the shareholders of Spinco or until their successors are elected or appointed:
 - (i) [●]; and
 - (ii) [●];
- (d) Pine Point, Spinco and Osisko Metals shall have entered into the Spinco Contribution Agreement; and
- (e) Spinco shall not have any issued and outstanding shares other than the Initial Spinco Share, and Spinco shall not have carried on any business prior to the Effective Date.

Section 3.2 Arrangement

Commencing at the Effective Time, the following events or transactions shall occur and shall be deemed to occur in the following sequence without any further act or formality:

- (a) all outstanding Pine Point Options at the Effective Time shall be terminated without payment or compensation therefor, and neither Pine Point, Spinco nor Osisko Metals shall have any further liabilities or obligations to the Former Pine Point Optionholders with respect thereto;
- (b) each Pine Point Common Share held by a Pine Point Dissenting Shareholder shall be, and shall be deemed to be, surrendered to Pine Point by the holder thereof, without any further act or formality by or on behalf of the Pine Point Dissenting Shareholder, free and clear of all Encumbrances, and each such Pine Point Common Share so surrendered shall be cancelled and thereupon each Pine Point Dissenting Shareholder shall cease to have any rights as a holder of such Pine Point Common Shares other a claim against Pine Point in an amount determined and payable in accordance with Article 4 and the name of such Pine Point Dissenting Shareholder shall be removed from the securities register of holders of Pine Point Common Shares;
- (c) concurrently with the surrender and cancellation of Pine Point Common Shares held by Pine Point Dissenting Shareholders pursuant to Section 3.2(b), the stated capital account maintained by Pine Point in respect of the Pine Point Common Shares shall be reduced, in respect of the Pine Point Common Shares cancelled pursuant to Section 3.2(b), by an

amount equal to the product obtained when (A) the stated capital of all the issued and outstanding Pine Point Common Shares immediately prior to the step in Section 3.2(b), is multiplied by (B) a fraction, the numerator of which is the number Pine Point Common Shares surrendered and cancelled pursuant to Section 3.2(b), and the denominator of which is the number of issued and outstanding Pine Point Common Shares immediately prior to the step in Section 3.2(b);

- (d) Pine Point shall transfer all of its entire legal and beneficial right, title and interest in and to the Spinco Property to Spinco in consideration for (i) the issuance by Spinco to Pine Point of that number of fully paid and non-assessable Spinco Shares (the "**Distribution Spinco Shares**") equal to the number of Pine Point Common Shares issued and outstanding immediately prior to the transfer in this Section 3.2(d) (for the avoidance of doubt, excluding any Pine Point Common Shares in respect of which Pine Point Dissenting Shareholders have exercised Pine Point Dissent Rights), and (ii) the assumption by Spinco of the Spinco Liabilities, all in accordance with the terms of the Spinco Contribution Agreement;
- (e) in the course of a reorganization of Pine Point's authorized and issued share capital:
 - (i) the articles of Pine Point shall be amended to add a class of shares designated as "Class A Shares" (the "**Pine Point Class A Shares**"), having the following rights, privileges, restrictions and conditions attaching thereto:
 - (A) Dividends: The holders of the Class A Shares are entitled to receive dividends, if, as and when declared by the board of directors of the Corporation out of the assets of the Corporation properly applicable to the payment of dividends in such amounts and payable at such times and at such place or places in Canada as the board of directors of the Corporation may from time-to-time determine. Subject to the rights of the holders of any other class of shares of the Corporation entitled to receive dividends in priority to or rateably with the Class A Shares, the board of directors of the Corporation may in its sole discretion declare dividends on the Class A Shares to the exclusion of any other class of shares of the Corporation;
 - (B) Voting Rights: The holders of the Class A Shares are entitled to receive notice of and to attend all annual and special meetings of the shareholders of the Corporation, and to two votes at all such meetings in respect of each Class A Share held;
 - (C) Participation upon Liquidation, Dissolution or Winding-Up: In the event of the liquidation, dissolution or winding-up of the Corporation or other distribution of assets of the Corporation among its shareholders for the purpose of winding-up its affairs, the holders of the Class A Shares shall, subject to the rights of the holders of any other class of shares of the Corporation upon such a distribution in priority to the Class A Shares, be entitled to participate rateably in any distribution of the assets of the Corporation; and
 - (D) Modification of Rights: The rights and restrictions attached to the Class A Shares shall not be modified unless the holders of the Class A Shares consent thereto by separate resolution. Such consent may be obtained in

writing signed by the holders of all of the issued and outstanding Class A Shares or by a resolution passed by at least 75% of the votes cast at a separate meeting of the holders of Class A Shares who are present in person or represented by proxy at such meeting;

- (ii) each issued and outstanding Pine Point Common Share (excluding, for the avoidance of doubt, any Pine Point Common Shares surrendered and cancelled in accordance with Section 3.2(b)) shall be exchanged with Pine Point (free and clear of any Encumbrances) for one Pine Point Class A Share and one Distribution Spinco Share, and upon such exchange:
 - (A) each such exchanged Pine Point Common Share shall be cancelled, and the holders of such exchanged Pine Point Common Shares shall be removed from the register of holders of Pine Point Common Shares;
 - (B) each holder of such exchanged Pine Point Common Shares shall be entered in the register of holders of Pine Point Class A Shares in respect of the Pine Point Class A Shares issued to such holder;
 - (C) Pine Point shall be removed from the register of holders of Spinco Shares in respect of the Distribution Spinco Shares; and
 - (D) each holder of such exchanged Pine Point Common Shares shall be entered in the register of holders of Spinco Shares in respect of the Distribution Spinco Shares transferred to such holder by Pine Point;
- (iii) concurrently with the exchange in Section 3.2(e)(ii), the stated capital account in respect of the Pine Point Common Shares shall be reduced by an amount equal to the stated capital of the Pine Point Common Shares immediately prior to the step in Section 3.2(d), and there shall be added to the stated capital account of the Pine Point Class A Shares issued pursuant to Section 3.2(e)(ii) the amount by which (A) the amount the stated capital account of the Pine Point Common Shares is reduced pursuant to this Section 3.2(e)(iii) exceeds (B) the fair market value of the Distribution Spinco Shares transferred to holders of Pine Point Class A Shares pursuant to Section 3.2(e)(ii);
- (f) the Initial Spinco Share held by Pine Point shall be cancelled without any payment thereon, and Pine Point shall be removed from the register of holders of Spinco Shares;
- (g) each Former Pine Point Shareholder (other than Osisko Metals) receiving Pine Point Class A Shares pursuant to Section 3.2(e)(ii) shall transfer, and shall be deemed to have transferred, to Osisko Metals (free and clear of any Encumbrances):
 - (i) that number of Pine Point Class A Shares (rounded down to the nearest whole number) equal to [●]% of the Pine Point Class A Shares received by such Former Pine Point Shareholder pursuant to Section 3.2(e)(ii), in exchange for that number of Consideration Warrants equal to the product obtained when (A) the number Pine Point Class A Shares received by such Former Pine Point Shareholder pursuant to Section 3.2(e)(ii) is multiplied by, (B) 0.0677; and

- (ii) the remaining Pine Point Class A Shares held by such Former Pine Point Shareholder (for the avoidance of doubt, after the exchange referred to in Section 3.2(g)(i)), in exchange for that number of Osisko Shares equal to the product obtained when (A) the number Pine Point Class A Shares received by such Former Pine Point Shareholder pursuant to Section 3.2(e)(ii), is multiplied by (B) 0.2710; and

and upon such exchange:

- (iii) each such holder (other than Osisko Metals) of such exchanged Pine Point Class A Shares shall be removed from the securities register of holders of Pine Point Class A Shares;
 - (iv) each such holder (other than Osisko Metals) of such exchanged Pine Point Class A Shares shall be entered in the securities register of holders of Osisko Metals Shares in respect of the Osisko Metals Shares transferred to such holder; and
 - (v) Osisko Metals shall be entered in the securities register of holders of Pine Point Class A Shares as the sole legal and beneficial owner of Pine Point Class A Shares, free of all Encumbrances;
- (h) each Pine Point Warrant outstanding immediately prior to the Effective Time shall be exchanged by the holder thereof, without any further act or formality and free and clear of all encumbrances, for a warrant (each a "**Replacement Osisko Metals Warrant**") to purchase from Osisko Metals, the number of Osisko Metals Shares equal to the product of the Exchange Ratio multiplied by the number of Pine Point Shares issuable on exercise of such Pine Point Warrant immediately prior to the Effective Time for an exercise price per Osisko Metals Share equal to the exercise price per share of such Pine Point Warrant immediately prior to the Effective Time divided by the Exchange Ratio and rounded up to the nearest whole cent (provided that, if the foregoing calculation results in a Replacement Osisko Metals Warrant being exercisable for a fraction of a Osisko Metals Share, then the number of Osisko Metals Shares subject to such Replacement Osisko Metals Warrant shall be rounded down to the next whole number of Osisko Metals Shares) and the Pine Point Warrants shall thereupon be cancelled. The term to expiry, conditions to and manner of exercise (provided any Replacement Warrant shall be exercisable at the offices of Osisko Metals) and other terms and conditions of each Replacement Osisko Metals Warrant shall be the same as the terms and conditions of the Pine Point Warrant for which it is exchanged. Any document previously evidencing the Pine Point Warrant shall thereafter evidence and be deemed to evidence such Replacement Osisko Metals Warrant and no certificates evidencing the Replacement Osisko Metals Warrants shall be issued; and
- (i) all of the issued and outstanding Spinco Shares shall be consolidated (the "**Spinco Share Consolidation**") on the basis of one post-consolidation Spinco Share for each ten (10) pre-consolidation Spinco Shares held by a holder of Spinco Shares, and any fractional Spinco Shares resulting from such Spinco Share Consolidation shall be cancelled without payment or compensation therefor, and upon such Spinco Share Consolidation the register of holders of Spinco Shares shall be amended to reflect the Spinco Share Consolidation.

Section 3.3 Post-Effective Time Procedures.

- (a) Following the receipt of the Final Order, and no later than one Business Day before the Effective Date:
 - (i) Osisko Metals shall deliver or arrange to be delivered to the Depositary certificates representing the requisite Osisko Metals Shares and Consideration Warrants required to be issued to Former Pine Point Shareholders in accordance with the provisions of Section 3.2, which certificates shall be held by the Depositary as agent and nominee for Former Pine Point Shareholders for distribution to such Former Pine Point Shareholders in accordance with the provisions of Article 5; and
 - (ii) Spinco shall deliver or arrange to be delivered to the Depositary certificates representing the Spinco Shares to be issued to Former Pine Point Shareholders in accordance with the provisions of Section 3.2, which certificates shall be held by the Depositary as agent and nominee for Former Pine Point Shareholders for distribution to such Former Pine Point Shareholders in accordance with the provisions of Article 5.
- (b) Subject to the provisions of Article 5, and upon return of a properly completed Pine Point Letter of Transmittal by a registered Former Pine Point Shareholder, together with certificates representing Pine Point Common Shares and such other documents as the Depositary may require, the Former Pine Point Shareholder shall be entitled to receive delivery of certificates representing the Osisko Metals Shares, Spinco Shares and Consideration Warrants to which it is entitled pursuant to Section 3.2 upon completion of the Arrangement.

Section 3.4 No Fractional Shares.

No fractional Osisko Metals Shares or Spinco Shares shall be issued to Former Pine Point Shareholders in connection with this Plan of Arrangement. The total number of Osisko Metals Shares or Spinco Shares to be issued to any Former Pine Point Shareholder shall, without additional compensation, be rounded down to the nearest whole Osisko Metals Share or Spinco Share, as applicable, in the event that a Former Pine Point Shareholder would otherwise be entitled to a fractional share.

Section 3.5 Transfers Free and Clear

Any transfer of securities pursuant to this Plan of Arrangement shall be free and clear of all Encumbrances. Each Former Pine Point Shareholder that was the registered holder of Pine Point Shares shall, immediately prior to the assignment and transfer of such Pine Point Shares pursuant to Section 3.2, be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to transfer and assign such Pine Point Shares to Pine Point or Osisko Metals, as applicable.

ARTICLE 4
DISSENT PROCEDURES

Section 4.1 Rights of Dissent.

Pursuant to the Interim Order, a Pine Point Dissenting Shareholder may exercise the Pine Point Dissent Rights with respect to the Pine Point Shares held by such holder in connection with the Arrangement pursuant to and in the manner set forth in Section 185 of the OBCA, as modified by the Interim Order and this Section 4.1; provided that notwithstanding Section 185(6) of the OBCA, the written objection to the Arrangement Resolution referred to in Section 185(6) of the OBCA must be received by Pine Point not later than 5:00 p.m. (Toronto time) two Business Days immediately preceding the date of the Pine Point Meeting (as it may be adjourned or postponed from time to time).

Each Pine Point Dissenting Shareholder who is:

- (a) ultimately entitled to be paid fair value for such holder's Pine Point Shares: (i) shall be deemed not to have participated in the transactions in Article 3 (other than Section 3.2(b)); (ii) shall be entitled to be paid the fair value of such Pine Point Shares by Pine Point, which fair value shall be determined as of the close of business on the day before the Arrangement Resolution was adopted; and (iii) shall not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holder not exercised their Pine Point Dissent Rights in respect of such Pine Point Common Shares; or
- (b) ultimately not entitled, for any reason, to be paid fair value for such Pine Point Common Shares shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting holder of Pine Point Common Shares.

Section 4.2 Recognition of Dissenting Holders

- (a) In no circumstances shall the Parties or any other Person be required to recognize a Person exercising Pine Point Dissent Rights unless such Person is the registered holder of those Pine Point Common Shares in respect of which such rights are sought to be exercised.
- (b) For greater certainty, in no case shall the Parties or any other Person be required to recognize Pine Point Dissenting Shareholders as holders of Pine Point Common Shares in respect of which Pine Point Dissent Rights have been validly exercised after the completion of the transfer under Section 3.2(b), and the names of such Pine Point Dissenting Shareholders shall be removed from the registers of holders of the Pine Point Common Shares in respect of which Pine Point Dissent Rights have been validly exercised at the same time as the event described in Section 3.2(b) occurs. In addition to any other restrictions under Section 185 of the OBCA, none of the following shall be entitled to exercise Pine Point Dissent Rights: (i) holders of Pine Point Options; (ii) holders of Pine Point Warrants; and (iii) Pine Point Shareholders who vote or have instructed a proxyholder to vote their Pine Point Common Shares in favour of the Arrangement Resolution (but only in respect of such Pine Point Common Shares).

ARTICLE 5
DELIVERY OF OSISKO METALS SHARES

Section 5.1 Delivery of Osisko Metals Shares.

- (a) Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Effective Time represented one or more outstanding Pine Point Common Shares which were exchanged for Pine Point Class A Shares in accordance with Section 3.2, together with such other documents and instruments as would have been required to effect the transfer of the Pine Point Common Shares formerly represented by such certificate under the OBCA and the articles of Pine Point and such additional documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and the Depositary shall deliver to such holder following the Effective Time, certificates representing the Osisko Metals Shares, Spinco Shares and Consideration Warrants that such holder is entitled to receive in accordance with Section 3.2.
- (b) After the Effective Time and until surrendered for cancellation as contemplated by Section 5.1(a), each certificate which immediately prior to the Effective Time represented one or more Pine Point Common Shares shall be deemed at all times to represent only the right to receive in exchange therefor the entitlements which the holder of such certificate is entitled to receive in accordance with Section 3.2.

Section 5.2 Lost Certificates.

In the event that any certificate which immediately prior to the Effective Time represented one or more outstanding Pine Point Shares which were exchanged or transferred in accordance with Section 3.2 shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the Person claiming such certificate to be lost, stolen or destroyed, the Depositary shall deliver in exchange for such lost, stolen or destroyed certificate, the consideration which such Person is entitled to receive in accordance with Section 3.2, provided that, as a condition precedent to any such delivery by the Depositary, such Person shall have provided a bond satisfactory to Osisko Metals and the Depositary in such amount as Osisko Metals and the Depositary may direct, or otherwise indemnified Osisko Metals and the Depositary in a manner satisfactory to Osisko Metals and the Depositary, against any claim that may be made against Osisko Metals or the Depositary with respect to the certificate alleged to have been lost, stolen or destroyed and shall otherwise have taken such actions as may be required by the articles of Pine Point.

Section 5.3 Distributions with Respect to Unsurrendered Certificates.

No dividend or other distribution declared or made after the Effective Time with respect to Osisko Metals Shares with a record date after the Effective Time shall be delivered to the holder of any unsurrendered certificate which, immediately prior to the Effective Time, represented outstanding Pine Point Shares unless and until the holder of such certificate shall have complied with the provisions of Section 5.1 or Section 5.2. Subject to applicable law and to Section 5.4, at the time of such compliance, there shall, in addition to the delivery of a certificate representing the Osisko Metals Shares to which such holder is thereby entitled, be delivered to such holder, without interest, the amount of the dividend or other distribution with a record date after the Effective Time theretofore paid with respect to such Osisko Metals Shares.

Section 5.4 Withholding Rights.

Osisko Metals, Pine Point and the Depositary shall be entitled to deduct and withhold from any consideration payable or otherwise deliverable to any Person hereunder, and from all dividends or other distributions otherwise payable to any Former Pine Point Shareholder, such amounts as Osisko Metals, Pine Point or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act, the *United States Internal Revenue Code of 1986* or any provision of any applicable federal, provincial, state, local or foreign tax Laws, in each case, as amended. To the extent the amount required to be deducted or withheld from any consideration payable or otherwise deliverable to any Person hereunder exceeds the amount of cash consideration, if any, otherwise payable to the Person, any of Osisko Metals or the Depositary is hereby authorized to sell or otherwise dispose of any non-cash consideration payable to the Person as is necessary to provide sufficient funds to Osisko Metals or the Depositary, as the case may be, to enable it to comply with all deduction or withholding requirements applicable to it, and Osisko Metals or the Depositary, as applicable, shall notify such Person and remit to such Person any unapplied balance of the net proceeds of such sale. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the relevant Person in respect of which such deduction and withholding was made, provided that such withheld amounts are remitted to the appropriate Governmental Entity.

Section 5.5 Limitation and Proscription.

To the extent that a Former Pine Point Shareholder shall not have complied with the provisions of Section 5.1 or Section 5.2 on or before the date which is six (6) years after the Effective Date (the "**final proscription date**"), then:

- (a) any Osisko Metals Shares and Consideration Warrants which such Former Pine Point Shareholder was entitled to receive shall be automatically cancelled without any repayment of capital in respect thereof and the certificates representing such Osisko Metals Shares and Consideration Warrants shall be delivered to Osisko Metals by the Depositary for cancellation and shall be cancelled by Osisko Metals, and the interest of the Former Pine Point Shareholder in such Osisko Metals Shares and Consideration Warrants shall be terminated as of such final proscription date; and
- (b) any dividends or distributions which such Former Pine Point Shareholder was entitled to receive under Section 5.3 shall be delivered by the Depositary to Osisko Metals and such dividends or distributions shall be deemed to be owned by Osisko Metals, and the interest of the Former Pine Point Shareholder in such dividends or distributions shall be terminated as of such final proscription date.

Section 5.6 U.S. Securities Laws Exemption.

Notwithstanding any provision herein to the contrary, the Parties agree that the Plan of Arrangement will be carried out with the intention that all Osisko Metals Shares, Consideration Warrants and Spinco Shares issued on completion of the Plan of Arrangement to the Pine Point Shareholders will be issued by in reliance on the exemption from the registration requirements of the U.S. Securities Act of 1933, as amended, as provided by Section 3(a)(10) thereof.

ARTICLE 6
AMENDMENTS

Section 6.1 Amendments to Plan of Arrangement.

- (a) The Parties reserve the right to amend, modify or supplement this Plan of Arrangement at any time and from time to time, provided that each such amendment, modification or supplement must be: (i) set out in writing; (ii) agreed to in writing by the Parties; (iii) filed with the Court and, if made following the Pine Point Meeting, approved by the Court; and (iv) communicated to Former Pine Point Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by Pine Point at any time prior to the Pine Point Meeting provided that Osisko Metals shall have consented thereto in writing, with or without any other prior notice or communication, and, if so proposed and accepted by the Persons voting at the Pine Point Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved by the Court following the Pine Point Meeting shall be effective only if: (i) it is consented to in writing by each of the Parties; and (ii) if required by the Court, it is consented to by holders of the Pine Point Common Shares voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Time but shall only be effective if it is consented to by each of the Parties, provided that such amendment, modification or supplement concerns a matter which, in the reasonable opinion of the Parties, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of the Parties or any Former Pine Point Shareholder.

ARTICLE 7
FURTHER ASSURANCES

Section 7.1 Further Assurances

Notwithstanding that the transactions and events set out herein shall occur and be deemed to occur in the order set out in this Plan of Arrangement without any further act or formality, each of the parties to the Arrangement Agreement shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by any of them in order further to document or evidence any of the transactions or events set out therein.

SCHEDULE "B"
PINE POINT PROPERTY

[Redacted – Commercially Sensitive.]

SCHEDULE "C"
PINE POINT ARRANGEMENT RESOLUTION

BE IT RESOLVED BY SPECIAL RESOLUTION THAT:

1. The arrangement (the "**Arrangement**") under Section 182 of the *Business Corporations Act* (Ontario) (the "**OBCA**") involving Pine Point Mining Limited ("**Pine Point**") pursuant to the arrangement agreement (the "**Arrangement Agreement**") between Pine Point and Osisko Metals Incorporated ("**Osisko Metals**") dated December 15, 2017, all as more particularly described and to be set forth in the management information circular of Pine Point (the "**Pine Point Circular**") accompanied by the notice of the meeting (as the Arrangement may be modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
2. The plan of arrangement, as it has been or may be modified or amended in accordance with the Arrangement Agreement and its terms, involving Pine Point (the "**Plan of Arrangement**"), the full text of which is set out as Schedule "A" to the Arrangement Agreement, is hereby authorized, approved and adopted.
3. The Arrangement Agreement, the actions of the directors of Pine Point in approving the Arrangement, and the actions of the officers of Pine Point in executing and delivering the Arrangement Agreement, and any modifications or amendments thereto are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the Pine Point Shareholders (as defined in the Arrangement Agreement) or that the Arrangement has been approved by the Ontario Superior Court of Justice (Commercial List) (the "**Court**"), the directors of Pine Point are hereby authorized and empowered, at their discretion, without further notice to or approval of the Pine Point Shareholders: (a) to amend or modify the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement; and (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and related transactions.
5. Any officer or director of Pine Point is hereby authorized and directed for and on behalf of Pine Point to make an application to the Court for an order approving the Arrangement and to execute, under the corporate seal of Pine Point or otherwise, and to deliver or cause to be delivered, for filing with the Director under the OBCA, articles of arrangement and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement, such determination to be conclusively evidenced by the execution and delivery of such articles of arrangement and any such other documents.
6. Any officer or director of Pine Point is hereby authorized and directed for and on behalf of Pine Point to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person's opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such other document or instrument or the doing of any other such act or thing.

SCHEDULE "D"
PINE POINT EMPLOYEES

[Redacted – Commercially Sensitive.]