

**AGENCY AGREEMENT**

August 20, 2018

NSX Silver Inc.  
1550 Bedford Highway, Suite 802, Sun Tower  
Bedford, Nova Scotia B4A 1E6

Attention: Jamie Nicoll, Chairman

Dear Sir:

Echelon Wealth Partners Inc. ("**Echelon**") and Industrial Alliance Securities Inc. (the "**Co-Lead Agents**") understand that NSX Silver Inc., including any successor corporation to or of the Corporation (the "**Corporation**"), and its wholly-owned subsidiary 10664316 Canada Inc., has entered into an agreement of purchase and sale dated August 17, 2017, as amended (collectively, the "**Definitive Agreement**"), with Village View Limited Partnership No. 1 (the "**Vendor**") in relation to the proposed acquisition of all real property located at 41 Noel Avenue, Saint John, New Brunswick (the "**Proposed Acquisition**"). The Corporation is entering into this Agreement to facilitate, among other things, the consummation of the Proposed Acquisition.

The Corporation proposes to issue and sell a minimum of 6,333,333 and a maximum of 8,000,000 subscription receipts of the Corporation (individually, a "**Subscription Receipt**" and, collectively, the "**Subscription Receipts**") at a price of \$0.15 per Subscription Receipt (the "**Issue Price**") on a private placement basis for minimum aggregate gross proceeds of \$950,000 and maximum gross proceeds of \$1,200,000 (the "**Offering**").

The Subscription Receipts will be created pursuant to a subscription receipt agreement (the "**Subscription Receipt Agreement**") among the Corporation, the Co-Lead Agents and Computershare Trust Company of Canada, as subscription receipt agent (the "**Subscription Receipt Agent**"), to be dated as of the Closing Date (as hereinafter defined). Each Subscription Receipt will, upon the satisfaction or waiver in whole or in part by the Co-Lead Agents, in their sole discretion, of the Escrow Release Conditions (as hereinafter defined), and without payment of additional consideration or further action on the part of the holders of the Subscription Receipts, be automatically converted into one unit of the Corporation (each, a "**Unit**" and, collectively, the "**Units**"), with each Unit being comprised of one common share (a "**Common Share**") of the Corporation and one-half of one common share purchase warrant of the Corporation (each whole common share purchase warrant, a "**Warrant**"). Each Warrant will entitle the holder to acquire one Common Share (each, a "**Warrant Share**") at a price of \$0.25 per Warrant Share for a period of two years following the Closing Date, subject to adjustment in certain events. The Warrants shall be created and issued pursuant to a warrant indenture (the "**Warrant Indenture**") among the Corporation and Computershare Trust Company of Canada, as warrant agent (the "**Warrant Agent**"), to be dated as of the Closing Date. The Co-Lead Agents also understand that the Corporation intends to undertake a concurrent non-brokered private placement offering of Series A Convertible Debentures (as defined herein) and the Series B Convertible Debentures, as defined herein (the "**Series B Debenture Financing**"), of the Corporation (collectively, the "**Convertible Debentures**") at a price of \$1,000 per Convertible Debentures for gross proceeds to the Corporation of \$1,300,000 (the "**Debenture Financing**").

Upon Closing (as hereinafter defined), the gross proceeds from the Offering (the "**Escrowed Proceeds**"), will be delivered to and held by the Subscription Receipt Agent pursuant to the terms of the Subscription Receipt Agreement and invested in an interest bearing account (the Escrowed Proceeds, together with all interest and other income earned thereon, are referred to herein as the "**Escrowed Funds**"). Upon satisfaction, or waiver in whole or in part by the Co-Lead Agents, in their sole discretion, of the conditions set out below (collectively, the "**Escrow Release Conditions**"), the Subscription Receipt Agent shall release from the Escrowed Funds: (i) to the Co-Lead Agents or their legal counsel, an amount equal to the Agents' Commission (as defined herein), if not previously paid to the Co-Lead Agents; (ii) the amount equal to the Agents' Expenses (as defined herein), if not previously paid to the Co-Lead Agents; (iii) the Co-Lead Agents Fee (as defined herein); and (iv) the Retainer Fee, if not previously paid to Echelon (collectively, the "**Agents' Payment**"); and (iv) following release of the Agents' Payment, all remaining Escrowed Funds (less an amount payable to the Subscription Receipt Agent equal to its reasonable fees and for services rendered and disbursements incurred) shall be released to the Corporation:

- (i) all conditions precedent to closing the Proposed Acquisition (other than the payment of the cash portion of the purchase price in respect of the Proposed Acquisition) set out in the Definitive Agreement shall have been completed or satisfied;
- (ii) the Common Shares and the Warrant Shares being listed on the TSX Venture Exchange (the "**TSX-V**");
- (iii) the Common Shares and the Warrant Shares shall not be subject to any restrictions of resale in Canada which extends beyond 4 months and 1 day after the Closing Date;
- (iv) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the Proposed Acquisition; and
- (v) the Corporation shall not be in breach or default of any of its covenants or obligations under the Subscription Receipt Agreement or this Agreement, except (in the case of the this Agreement only) for those breaches or defaults that have been waived by Co-Lead Agents and all conditions set out herein shall have been fulfilled, which shall all be confirmed to be true in a certificate of a senior officer of the Corporation.

As a condition precedent to the execution of any direction or release certificate by the Co-Lead Agents required by the Subscription Receipt Agent for the release of the Escrowed Funds, the Chief Executive Officer of the Corporation and the Chief Financial Officer of the Corporation (or such other officers as may be acceptable to the Co-Lead Agents, acting reasonably) shall certify to the Co-Lead Agents that the Escrow Release Conditions have been satisfied (the "**Escrow Release Certificate**").

Unless the consent of holders of not less than 66 2/3% of the then outstanding Subscription Receipts is obtained pursuant to the terms of the Subscription Receipt Agreement, if (i) the Escrow Release Conditions are not satisfied prior to 5:00 p.m. (EST) on November 22, 2018, being the date that is 3 months (except as may be extended in accordance with the terms of the Subscription Receipts) following the Closing Date (the "**Escrow Deadline**"), (ii) the Corporation advises the Co-Lead Agents in writing or discloses to the public that the Corporation no longer intends to complete the Proposed Acquisition prior to the Escrow Deadline, or (iii) the Definitive Agreement is terminated prior to the Escrow Deadline, the Escrowed Funds shall be used by the Corporation,

as required, to repurchase the Subscription Receipts for cancellation at a redemption price per Subscription Receipt equal to the Issue Price. To the extent that the Escrowed Funds are not sufficient to purchase all of the Subscription Receipts at the Issue Price, the Corporation shall contribute such amounts as are necessary to satisfy any shortfall.

The description of the Subscription Receipts, Units, Common Shares and Warrants and Warrant Shares herein is a summary only and is subject to the specific attributes and detailed provisions of the Subscription Receipts, Units, Common Shares and Warrants and Warrant Shares to be set forth in the Subscription Receipt Agreement and Warrant Indenture, respectively. In the case of any inconsistency between the description of the Subscription Receipts or Warrants in this Agreement and their terms and conditions as set forth in the Subscription Receipt Agreement and Warrant Indenture, as applicable, the provisions of the Subscription Receipt Agreement and Warrant Indenture, as applicable, shall govern.

Upon and subject to the terms and conditions set forth herein, the Co-Lead Agents hereby agree to act, and upon acceptance hereof, the Corporation hereby appoints the Co-Lead Agents, as the Corporation's exclusive Co-Lead Agents, to offer for sale by way of private placement on a commercially-reasonable best efforts agency basis, without underwriter liability, the Subscription Receipts to be issued and sold pursuant to the Offering and the Co-Lead Agents agree to arrange for purchasers of the Subscription Receipts in the Designated Jurisdictions (as hereinafter defined) or as otherwise agreed by the Co-Lead Agents and the Corporation.

In consideration of the services to be rendered by the Co-Lead Agents hereunder in connection with the Offering and the Debenture Financing, the Co-Lead Agents will receive a cash fee (the "**Agents' Commission**") on the Closing Date of (i) 7.0% of the gross proceeds raised under the Offering; (ii) 7.0% of the gross proceeds raised pursuant to the Series B Debenture Financing; and (iii) \$7,000, representing 7.0% of the \$100,000 portion of the purchase price paid by the Corporation, or an affiliate thereof, to the Vendor, under the Definitive Agreement, by the issuance of 666,666 Units to the Vendor on the Acquisition Closing Date. In addition, on the Closing Date, the Corporation shall pay a non-refundable cash fee of \$25,000 (plus applicable taxes) 50% to Echelon and 50% to Industrial Alliance Securities Inc. (the "**Co-Lead Agents Fee**") and the Retainer Fee.

As additional consideration for the services of the Co-Lead Agents in connection with the Offering and the issuance of the Series B Debentures, the Co-Lead Agents shall be issued compensation options (collectively, the "**Compensation Options**") on the Closing Date equal to: (i) 7.0% of the number of Subscription Receipts issued under the Offering ("**SR Compensation Options**") entitling the Co-Lead Agents to subscribe for an equal number of Units of the Corporation at an exercise price per SR Compensation Option equal to the Issue Price, such SR Compensation Options to have a term of 2 years from the date of issuance; (ii) 7.0% of the gross proceeds raised pursuant to the Series B Convertible Debenture Financing divided by \$0.25 ("**DF Compensation Option**") entitling the Co-Lead Agents to subscribe for an equal number of Units of the Corporation at an exercise price per DF Compensation Option equal to the Issue Price, such DF Compensation Options to have a term of 2 years from the date of issuance; and (iii) 7% of the 666,667 Units to be issued to the Vendor on the Acquisition Closing Date (the "**Purchase Price Options**")., entitling the Co-Lead Agents to subscribe for an equal number of Units of the Corporation at an exercise price per Purchase Price Option equal to the Issue Price, such Purchase Price Options to have a term of 2 years from the date of issuance. In the event that the Escrow Release Conditions are not satisfied or waived by the Escrow Deadline, as may be extended, (i) any amounts owing in connection with the Agents' Commission payable in connection with the Offering and the Debenture Financing; (ii) any amounts owing in connection with the Co-Lead Agents Expenses payable in connection with the Offering; and (iii) any amounts

owing in connection with Co-Lead Agents Fee and the Retainer Fee shall become immediately due and payable.

At the Closing Time (as hereinafter defined), the Corporation shall execute and deliver to the Co-Lead Agents, options in certified or uncertified form (i.e. via DRS Advices or registered in the name of CDS), evidencing the Compensation Options in a form to be agreed upon by the Co-Lead Agents and the Corporation, each acting reasonably.

The Co-Lead Agents shall be entitled to appoint, at their sole expense, other registered dealers acceptable to the Corporation ("**Selling Firms**") as Co-Lead Agents to assist in the Offering and the Co-Lead Agents shall determine the remuneration payable to such Selling Firms, such remuneration to be the sole responsibility of the Co-Lead Agents.

## DEFINITIONS

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

"**Agents**" has the meaning ascribed to such term in Section 12 hereof;

"**Agents' Expenses**" means all reasonable expenses and fees. The Corporation will pay all reasonable expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Subscription Receipts and the escrow of the gross proceeds of the Offering; (ii) the fees and expense of the Corporation's legal counsel, (iii) all costs incurred in connection with the preparation of documentation relating to the Offering including the fees and disbursements of technical consultants, translators and other applicable experts, (iv) all reasonable out-of-pocket expenses of the Co-Lead Agents; and (v) the reasonable fees, costs and disbursements of the Co-Lead Agents' legal counsel, subject to, in the case of the Co-Lead Agents' Canadian legal counsel, a maximum of \$50,000, or such other amount as agreed upon between the parties (plus applicable disbursements and taxes);

"**Agreement**" means this agreement resulting from the acceptance by the Corporation of the offer made by the Co-Lead Agents hereby, including all schedules hereto, as amended or supplemented from time to time;

"**Acquisition Closing Date**" means the date on which the closing of the Proposed Acquisition occurs, expected to be on or about August 23, 2018, but which shall occur no later than the Escrow Deadline;

"**Acquisition Closing Time**" means the time on Acquisition Closing Date on which the Proposed Acquisition is completed;

"**Acquisition Property**" means 41 Noel Avenue, Saint John, New Brunswick, to be acquired by Corporation pursuant to the Definitive Agreement;

"**Business**" means, as the context requires, the assets held and the businesses carried on, or to be carried on, directly or indirectly, by the Corporation and any Subsidiary and following the Acquisition Closing Time, will include the assets to be held and the businesses to be carried on, directly or indirectly, by the Corporation and any Subsidiary, including in connection with the ownership, management and operation of the Acquisition Property and related contracts and liabilities;

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

**"CBCA"** means the *Canada Business Corporations Act*, R.S.C. 1985, c. C-44, as amended, and includes the regulations promulgated thereunder;

**"Closing"** means the completion of the purchase and sale of the Subscription Receipts or Units, as applicable, as contemplated by this Agreement and the Subscription Agreements;

**"Closing Date"** means the date or dates of the Closing, it being anticipated that the Closing Date of the Offering will occur on or about August 22, 2018;

**"Closing Time"** means the time or times of Closing on the Closing Dates;

**"Co-Lead Agents"** means Echelon and Industrial Alliance Securities Inc.;

**"Common Shares"** has the meaning ascribed to such term on page 1 hereof, being the common shares in the capital of the Corporation;

**"Contract"** means any agreement, indenture, mortgage, charge, contract, lease, offer to lease, agreement to lease, deed of trust, licence, option, warrant, note agreement, loan agreement, instrument, collective agreement, or other binding commitment or understanding, whether written or oral;

**"Designated Jurisdictions"** means, collectively, each of Ontario, British Columbia, Alberta, Saskatchewan, Manitoba, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland and Labrador and such other jurisdictions as the Corporation and the Co-Lead Agents may agree;

**"Engagement Letter"** means the amended and restated letter agreement dated August 15, 2018 between the Corporation and the Co-Lead Agents relating to the Offering (which Engagement Letter amends and replaces the prior engagement agreement dated November 13, 2017 between the Corporation and the Co-Lead Agents);

**"Environmental Laws"** means all applicable laws relating to pollution, contamination, protection of the environment, health, safety or natural resources, including those relating to the use, handling, transportation, treatment, storage, disposal, release or discharge of Hazardous Materials;

**"ESA Report"** means the Phase I environment site assessment report prepared in respect of the Acquisition Property;

**"Financial Statements"** has the meaning ascribed to such term in Section 4(a)(xix) hereof;

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

**"Hazardous Materials"** means any substance, material or waste which is regulated by or with respect to which liability or standards of conduct are imposed under any Environmental Laws, including any substance, material or waste which is defined as "toxic", "dangerous", "hazardous",

"pollutant", "contaminant" or "source of contaminant" under any provision of Environmental Laws including any free product, vapour phase or residual, derivative of such Hazardous Materials;

"**IFRS**" means International Financial Reporting Standards;

"**Including**" means including without limitation;

"**Indemnified Party**" or "**Indemnified Parties**" shall have the meaning ascribed to such term in Section 12 hereof;

"**Intellectual Property**" has the meaning ascribed to such term in Section 4(a)(xxii ) hereof;

"**Knowledge of the Corporation**" (or similar phrases) means, (i) with respect to the Corporation, the actual knowledge of the board of directors or senior management of the Corporation after due inquiry, or (ii) as it relates to facts or circumstances pertaining to the Proposed Acquisition, shall mean the actual knowledge of the board of directors or senior management of the Corporation to the extent gained in the course of the Corporation's due diligence in connection with the Proposed Acquisition;

"**Material Adverse Effect**" means the effect resulting from any material change (including a decision to implement such a material change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable), event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Corporation and the Subsidiaries, taken as a whole;

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

"**NI 45-102**" means National Instrument 45-102 – Resale of Securities;

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

"**Person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;

"**Personnel**" has the meaning ascribed to such term in Section 12 hereof;

"**Presentation**" means the Corporation's investor presentation entitled "ViveRE Communities Inc. Affordable Senior Lifestyle Communities" filed on November 17, 2017 under the Corporation's SEDAR profile at [www.sedar.com](http://www.sedar.com);

"**Purchasers**" means the Persons (which may include the Co-Lead Agents) for whom, pursuant to this Agreement, the Co-Lead Agents deliver to the Corporation, and which the Corporation accepts, complete and executed Subscription Agreements for the Subscription Receipts;

"**Release**" means the spilling, leaking, pumping, pouring, injecting, emptying, dumping, disposing, discharging, emitting, depositing, ejecting, leaching, escaping or any other release or threatened release, however defined, whether intentional or unintentional, of any Hazardous Material that is

in violation of or that could give rise to liability, including any investigation, corrective action or remediation or penalties relating thereto, under any Environmental Laws;

"**Retainer Fee**" means a fee of \$15,000 which shall be to fund the retainer of the Co-Agent's Canadian legal counsel;

"**Right of First Refusal Period**" has the meaning ascribed to such term in Section 8 hereof;

"**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Designated Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"**Securities Regulators**" means, collectively, the securities regulators or other securities regulatory authorities in the Designated Jurisdictions (including the TSXV);

"**Selling Firms**" has the meaning ascribed to such term on page 3 hereof;

"**Series A Convertible Debentures**" means the secured convertible debentures in the aggregate principal amount of \$800,000 to be issued as part of the Debenture Offering;

"**Series B Convertible Debentures**" means the unsecured convertible debentures in the aggregate principal amount of \$500,000 to be issued as part of the Debenture Offering;

"**Subscription Agreements**" means, collectively, the subscription agreements in the form or forms agreed upon by the Co-Lead Agents and the Corporation pursuant to which Purchasers agree to subscribe for and purchase Subscription Receipts as contemplated herein and shall include, for greater certainty, all schedules and exhibits thereto;

"**Subsidiary**" has the meaning ascribed to such term in the CBCA;

"**Tax Act**" means the *Income Tax Act* (Canada) and all rules and regulations made pursuant thereto, all as may be amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly from time to time;

"**Taxes**" has the meaning ascribed to such term in Section 4(a)4(xxvii);

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

## TERMS AND CONDITIONS

1. (a) **Sale on Exempt Basis.** The Co-Lead Agents shall use their commercially-reasonable best efforts to arrange for the purchase of the Subscription Receipts:
  - (i) in the Designated Jurisdictions on a private placement basis in compliance with applicable Securities Laws; and
  - (ii) in such other jurisdictions, as may be agreed upon between the Corporation and the Co-Lead Agents, on a private placement basis in compliance with all applicable securities laws of such other jurisdictions provided that no prospectus, registration statement or similar document is required to be filed in such jurisdiction and no registration or similar

requirement would apply with respect to the Corporation in connection with the Offering in such other jurisdiction.

- (b) **Filings.** The Corporation undertakes to file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Subscription Receipts such that the distribution of the Subscription Receipts may lawfully occur without the necessity of filing a prospectus or a registration statement in Canada, and the Co-Lead Agents undertake to use their commercially-reasonable best efforts to cause Purchasers to complete any forms required by Securities Laws or other applicable securities laws. All fees payable in connection with such filings under all applicable Securities Laws shall be at the expense of the Corporation.
  - (c) **No Offering Memorandum.** Neither the Corporation nor the Co-Lead Agents shall provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of Securities Laws, other than the Presentation.
  - (d) **United States Subscribers.** The Corporation is solely responsible for compliance with applicable Securities Laws and the United States Securities Act of 1933, as amended, for subscribers located in the United States who subscribe for Subscription Receipts.
2. (a) **Material Changes.** Until the earlier of the date that the Escrow Release Conditions are satisfied and the Escrow Deadline, the Corporation shall promptly notify the Co-Lead Agents in writing:
- (i) if the Corporation becomes aware of any material fact not previously disclosed, any material change (including any material change in the Proposed Acquisition or the Acquisition Property) or change in a material fact (in any case, whether actual, anticipated, to the knowledge of the Corporation, contemplated or threatened and other than a change of fact relating solely to the Co-Lead Agents) or any event or development that would result in a material change or change in a material fact in any or all of the business of the Corporation, or any Subsidiary, or any other change that is of such a nature as to result in, or could result in this Agreement or the documents to be prepared and filed with the Securities Regulators by the Corporation in connection with the Proposed Acquisition containing an untrue statement of a material fact or omitting to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, or which could render any of the foregoing not in compliance with any Securities Laws;
  - (ii) of the full particulars of any actual, anticipated, to the knowledge of the Corporation, contemplated, threatened or prospective change referred to in Section 2(a)2 above, and the Corporation will, if required to do so, issue or file, promptly and, in any event, within all applicable time limitation periods with the applicable Securities Regulators, a press release, material change report or other document as may be required under Securities Laws and shall comply with all other applicable filing and other requirements under the Securities Laws. Subject to compliance with

applicable Securities Laws, the Corporation shall not file any such new or amended disclosure documentation without first notifying the Co-Lead Agents, and shall not issue or file, as applicable, any press release or material change report without giving the Co-Lead Agents and their counsel an opportunity for review of the proposed forms, and who shall review any such documents as expeditiously as reasonably possible; and

(iii) will in good faith discuss with the Co-Lead Agents as promptly as possible any circumstance or event that is of such a nature that there is or ought to be consideration given as to whether there may be a material change or change in a material fact described in Sections 2(a)2 or (ii) above.

3. (a) **Covenants of the Corporation.** The Corporation hereby covenants to the Co-Lead Agents and to the Purchasers and their permitted assigns, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Subscription Receipts, that the Corporation (including its successors and assigns if applicable) will:

(i) allow the Co-Lead Agents and their representatives to conduct all due diligence regarding the Corporation and the Subsidiaries which the Co-Lead Agents may reasonably require to be conducted prior to the Closing Date;

(ii) use its commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled as set out in Section 6;

(iii) duly execute and deliver this Agreement, the Subscription Receipt Agreement, the Warrant Indenture, the Subscription Agreements and the Compensation Options at the Closing Time, and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;

(iv) obtain the prior approval of the Co-Lead Agents as to the content and form of any press release relating to the Offering;

(v) not agree, and will cause any Subsidiary not to agree, to (i) any material changes to the assets to be acquired or liabilities to be assumed by the Corporation or any Subsidiary, directly or indirectly, pursuant to the Definitive Agreement, (ii) any changes to, or waivers of, any material conditions to the closing of the Proposed Acquisition set forth in the Definitive Agreement or (iv) any material changes to the terms of the Proposed Acquisition to the extent such terms are described in the Presentation, without the consent of the Co-Lead Agents, which consent may not be unreasonably withheld or delayed;

(vi) following satisfaction of the Escrow Release Conditions, use the net proceeds of the Offering to fund the cash portion of the consideration payable in connection with the Proposed Acquisition and for general corporate purposes;

(vii) ensure that the Subscription Receipts, on payment therefor, and the Compensation Options are duly and validly created, authorized and issued

and shall have attributes corresponding in all material respects to the description set forth in this Agreement;

- (viii) ensure that the Common Shares partially comprising the Units, the Common Shares issued upon the conversion or exercise, as applicable, of the Subscription Receipts and the Compensation Options and the Warrant Shares issued upon the exercise of the Warrants, upon issuance, shall be duly issued as fully paid and non-assessable Common Shares, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;
- (ix) ensure that, in respect of the Subscription Receipts and the Compensation Options, at all times prior to the repurchase or expiry thereof, sufficient Common Shares are allotted and reserved for issuance upon conversion of the Subscription Receipts and sufficient Common Shares are allotted and reserved for issuance upon exercise of the Compensation Options;
- (x) provided that the Escrow Release Conditions are satisfied on or before the Escrow Deadline, use its commercially reasonable efforts to ensure that the Common Shares and Warrant Shares issued upon the conversion or exercise, as applicable, of the Subscription Receipts, Warrants and Compensation Options, are, when issued, listed and posted for trading on the TSXV;
- (xi) execute and file with the Securities Regulators all forms, notices and certificates relating to the Offering required to be filed pursuant to the Securities Laws in the time required by applicable Securities Laws, including, for greater certainty, all forms, notices and certificates set forth in the opinions delivered to the Co-Lead Agents pursuant to this Agreement required to be filed by the Corporation;
- (xii) neither the Corporation, its associates or affiliates (as such term is defined in the *Securities Act* (Ontario)) will directly or indirectly, offer, issue, sell, grant an option or right in respect of, secure, pledge, or otherwise dispose of, or agree to announce any intention to, offer, issue, sell, grant an option or right in respect of, secure, pledge or otherwise dispose of, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any Common Shares or other equity securities of the Corporation without the prior consent of the Co-Lead Agents, such consent not to be unreasonably withheld, for a period of twelve (12) months following the Closing Date of the Offering, other than: (i) the grant or exercise of stock options and other similar issuances pursuant to any share incentive plan or similar share compensation arrangements in place prior to the date hereof for directors, officers, consultants, employees, customers or suppliers, provided that the exercise or issue prices, as applicable, shall not be less than the Issue Price; (ii) the exercise of outstanding warrants; (iii) obligations of the Corporation in respect of existing agreements; and (iv) the issuance of securities by the Corporation in connection with the Proposed Acquisitions;

- (xiii) file the Presentation with the applicable Securities Regulators within the period prescribed by applicable Securities Laws;
- (xiv) promptly notify the Co-Lead Agents of the receipt by the Corporation or any Subsidiary of any notice by any judicial or regulatory authority or any stock exchange requesting any information, meeting or hearing relating to such entity for the Offering;
- (xv) use its commercially reasonable efforts to satisfy the Escrow Release Conditions prior to the Escrow Deadline;
- (xvi) duly execute and deliver the Escrow Release Certificate to the Co-Lead Agents, dated as of the date that the Escrow Release Conditions are satisfied; and
- (xvii) promptly notify the Co-Lead Agents in writing or disclose to the public if the Corporation no longer intends to complete the Proposed Acquisition prior to the Escrow Deadline.

4. (a) **Representations and Warranties of the Corporation.** The Corporation represents and warrants to the Co-Lead Agents and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in purchasing the Subscription Receipts, that:

- (i) each of the Corporation and the Subsidiaries is a corporation duly incorporated, continued or amalgamated and validly existing under the laws of the jurisdiction in which it was incorporated, continued or amalgamated, as the case may be, and has all requisite corporate power and authority and is duly qualified and holds all necessary material permits, licences and authorizations necessary or required to carry on its business as now conducted and proposed to be conducted to own, lease or operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up;
- (ii) other than the Subsidiaries upon closing of the Proposed Acquisition, the Corporation has no direct or indirect material subsidiary or any investment or proposed investment in any Person that is or will be material to the Corporation;
- (iii) the Corporation has all requisite corporate power, authority and capacity to enter into each of this Agreement, the Subscription Receipt Agreement, the Warrant Indenture, the Subscription Agreements and the Compensation Options and to perform the transactions contemplated herein and therein, including, without limitation, to issue the Subscription Receipts and the Compensation Options;
- (iv) the Corporation owns all of the issued and outstanding shares of each Subsidiary free and clear of all encumbrances, claims or demands whatsoever and no person has any agreement, option, right or privilege (whether pre-emptive or contractual) capable of becoming an agreement, for the purchase from any Person (other than the Corporation) of any interest in any of the shares in the capital of any Subsidiary. All of the issued

and outstanding shares of the Subsidiaries are outstanding as fully paid and non-assessable shares;

- (v) each of the Corporation and the Subsidiaries has conducted and is conducting its business in material compliance with all applicable laws and regulations of each jurisdiction in which it carries on business, except where the failure to so comply would not have a Material Adverse Effect and each of the Corporation and the Subsidiaries hold all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, neither the Corporation nor any Subsidiary has received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have a Material Adverse Effect;
- (vi) the form of certificate representing the Common Shares has been approved and adopted by the board of directors of the Corporation and does not conflict with any applicable laws and complies with the rules and regulations of the TSX and NEX board of the TSX, as applicable;
- (vii) the Corporation is in compliance in all material respects with all of the rules, policies and requirements of the NEX board of the TSXV and the TSXV, as applicable, and the Corporation's Common Shares are currently listed on the NEX board of the TSXV and on no other stock exchange or public market;
- (viii) the Corporation is currently a "reporting issuer" in the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador and is in compliance, in all material respects, with all of its obligations as a reporting issuer and since incorporation has not been the subject of any investigation by any stock exchange or any Securities Regulator, is current with all material filings required to be made by it under Securities Laws and other laws, is not aware of any material deficiencies in the filing of any documents or reports with any Securities Regulators and there is no material change relating to the Corporation which has occurred and with respect to which the requisite news release or material change report has not been filed with the Securities Regulators;
- (ix) each of the Corporation and the Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material properties and assets thereof, and no other property or assets are necessary for the conduct of the Business as currently conducted. Immediately following the Acquisition Closing Time, 10664316 Canada Inc. will have good and marketable title in fee simple to the Acquisition Property;
- (x) except as disclosed in the ESA Report, there are no facts relating to the Acquisition Property which are likely to give rise to a material violation of Environmental Laws. The Corporation is not aware of any fact that would

require any of the Corporation or any Subsidiary to make future material capital expenditures to conduct corrective action or remediation of any Hazardous Materials or comply with future Environmental Laws except as disclosed in the ESA Report;

- (xi) none of the Corporation or any Subsidiary has received any written notice alleging in any manner that any of them is responsible, or potentially responsible, for any Release of Hazardous Materials, any penalties or liabilities arising under any Environmental Laws or any violation of Environmental Laws, in each case relating to the Acquisition Property which would reasonably be expected to have a material adverse effect on the Business;
- (xii) no legal or governmental proceedings or inquiries are pending to which the Corporation or any Subsidiary is a party or to which the property thereof is subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by the Corporation or any Subsidiary which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect and, to the knowledge of the Corporation, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Corporation or any Subsidiary or with respect to the properties or assets thereof;
- (xiii) there are no actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the best of the Corporation's knowledge, pending or threatened against or affecting the Corporation or any Subsidiary, or the directors, officers or employees of the Corporation or its Subsidiaries, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of the Corporation's knowledge, there is no basis therefore and neither the Corporation or any Subsidiary is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any governmental authority, which, either separately or in the aggregate, may have a Material Adverse Effect or that would materially adversely affect the ability of the Corporation to perform its obligations under this Agreement, the Subscription Agreements, the Subscription Receipt Agreement or the Warrant Indenture;
- (xiv) there are no actions, suits, proceedings, inquiries or investigations pending or, to the knowledge of the Corporation, threatened against or affecting the Acquisition Property at law or in equity or before or by any Governmental Authority which would reasonably be expected to have a material adverse effect on the Acquisition Property;
- (xv) insurance coverage against such risks and in such amounts as are reasonable for prudent owners of businesses similar to the Business are in full force and effect and, for the Acquisition Property, are in full force and effect and will be in full force and effect at immediately following the Acquisition Closing Time; none of the Corporation or any Subsidiary is in default with respect to any of the provisions contained in such policies of insurance or has failed to give any notice or pay any premium or present

any claim under any such insurance policy that could reasonably be expected to have a material adverse effect on the Business;

- (xvi) neither the Corporation nor any Subsidiary is in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound;
- (xvii) to the knowledge of the Corporation, no counterparty to any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Corporation or any Subsidiary is a party is in default in the performance or observance thereof, except where such violation or default in performance would not have a Material Adverse Effect;
- (xviii) at the Closing Time, all consents, approvals, permits, authorizations or filings as may be required to be made or obtained by the Corporation under Securities Laws necessary for the execution and delivery of this Agreement, the Subscription Receipt Agreement, the Warrant Indenture, the Subscription Agreements, the Compensation Options, and the creation, issuance and sale, as applicable, of the Subscription Receipts, the Compensation Options, the Common Shares and Warrants issuable upon the conversion or exercise, as applicable, of the Subscription Receipts and the Compensation Options, the Warrant Shares issuable upon exercise of the Warrants and the consummation of the transactions contemplated hereby and thereby will have been made or obtained, as applicable (other than the filing of reports required under applicable Securities Laws within the prescribed time periods, which documents shall be filed as soon as practicable after the applicable Closing Date and, in any event, within such deadline imposed by applicable Securities Laws);
- (xix) the Subscription Receipts, the Common Shares and the Warrants issuable upon the conversion or exercise, as applicable, of the Subscription Receipts and the Compensation Options, the Compensation Options and the Warrant Shares will not be subject to a restricted period or to a statutory hold period under the Securities Laws which extends beyond four months and one day after the Closing Date in accordance with and subject to the conditions set out in NI 45-102;
- (xx) each of the execution and delivery of this Agreement, the Subscription Receipt Agreement, the Warrant Indenture, the Subscription Agreements and the Compensation Options, the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Subscription Receipts hereunder and the consummation of the transactions contemplated in this Agreement, including the issuance and delivery of the Common Shares and Warrants issuable upon conversion of the Subscription Receipts and Compensation Options, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse

of time or both): (A) any statute, rule or regulation applicable to the Corporation including, without limitation, the Securities Laws; (B) assuming the filing of articles of amendment, the constating documents, by-laws or resolutions of the Corporation which are in effect at the date hereof; (C) any mortgage, note, indenture, contract, agreement, instrument, lease or other document to which the Corporation or any Subsidiary is a party or by which it is bound; or (D) any judgment, decree or order binding the Corporation or the property or assets of the Corporation or any Subsidiary;

- (xxi) at the Closing Time, each of this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture and the Compensation Options shall have been duly authorized and executed and delivered by the Corporation and upon such execution and delivery each shall constitute a valid and binding obligation of the Corporation and each shall be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (xxii) at the Closing Time, all necessary corporate action will have been taken by the Corporation to authorize the issuance of the Subscription Receipts, the Compensation Options and the Common Shares and Warrants issuable upon the conversion or exercise, as applicable, of the Subscription Receipts and Compensation Options in accordance with the provisions thereof, including full payment therefor and to reserve and allot for issuance the Common Shares partially comprising the Units and to be issued upon the conversion or exercise, as applicable, of the Subscription Receipts and Compensation Options and the Warrant Shares to be issued on exercise of the Warrants, which Common Shares or Warrant Shares, as applicable, will be validly issued as fully-paid and non-assessable securities in the capital of the Corporation, and shall have the attributes corresponding in all material respects to the description thereof set forth in this Agreement;
- (xxiii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of the Corporation, are pending, contemplated or threatened by any regulatory authority;
- (xxiv) the audited comparative consolidated financial statements of the Corporation as at and for the year ended December 31, 2017 and the unaudited interim consolidated financial statements of the Corporation as at and for the three month period ended March 31, 2018 (collectively, the "**Financial Statements**") have been prepared in accordance with IFRS, contain no misrepresentations and present fairly, in all material respects, the financial condition of the Corporation on a consolidated basis as at the date thereof and the results of the operations and cash flows of the Corporation on a consolidated basis for the period then ended and contain

and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation on a consolidated basis that are required to be disclosed in such financial statements and there has been no material change in accounting policies or practices of the Corporation since December 31, 2017;

- (xxv) there are no material liabilities of the Corporation and its Subsidiaries whether direct, indirect, absolute, contingent or otherwise required to be disclosed in the Financial Statements which are not disclosed or reflected in the Financial Statements;
- (xxvi) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by each of the Corporation and each Subsidiary have been paid, except where the failure to pay Taxes would not have a Material Adverse Effect. All tax returns, declarations, remittances and filings required to be filed by the Corporation have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. No examination of any tax return of the Corporation or any Subsidiary is currently in progress to the knowledge of the Corporation and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Corporation or any Subsidiary in any case;
- (xxvii) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that, (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;
- (xxviii) the Corporation is, and with respect to the Acquisition Property at the Acquisition Closing Time will be, directly or indirectly, the sole beneficial owner of the Business and the assets necessary to conduct the Business including, for greater certainty, the Acquisition Property, and any and all material Contracts pursuant to which the Corporation carries on, or will carry on following the Acquisition Closing Time, directly or indirectly, the Business are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, except where enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and general principles of equity; none of the Corporation or any Subsidiary is, or immediately following the Acquisition Closing Time will be, in default of any of the provisions of any such agreements, where such default may be reasonably expected to have a material adverse effect upon any such assets or upon the operation of the Business, nor has any such default been alleged to the knowledge of the Corporation; all Contracts, including

leases, are, and immediately following the Acquisition Closing Time will be, in good standing and there has been, and immediately following the Acquisition Closing Time there will be, no material default under any such agreements (except for defaults which do not in the aggregate have a material adverse effect on the value of the Acquisition Property, as applicable, or except for defaults allowable pursuant to the terms of the Definitive Agreement) and all realty, property or other taxes required to be paid with respect to such assets to the date hereof have been paid;

- (xxix) other than as publicly disclosed in its SEDAR filings, none of the directors, officers or employees of the Corporation or any Subsidiary, any Person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, without limitation, any loan made to or by any such Person) with the Corporation which, as the case may be, materially affects, is material to or will materially affect the Corporation or any Subsidiary, except as disclosed in the Financial Statements or related management's discussion and analysis;
- (xxx) the Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation or any Subsidiary;
- (xxxi) the Corporation nor any Subsidiary is a party to, bound by or, to the knowledge of the Corporation, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Corporation or a Subsidiary to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of the Corporation or a Subsidiary;
- (xxxii) neither the Corporation nor a Subsidiary has ever been in violation of, in connection with the ownership, use, maintenance or operation of the property and assets thereof, any applicable federal, provincial, state, municipal or local laws, by-laws, regulations, orders, policies, permits, licenses, certificates or approvals having the force of law, domestic or foreign, relating to environmental, health or safety matters which could reasonably be expected to have a Material Adverse Effect;
- (xxxiii) the authorized capital of the Corporation consists of an unlimited number of Common Shares, of which 10,092,947 Common Shares are issued and outstanding as of the date of this Agreement;
- (xxxiv) immediately following the Closing Time, there shall be no outstanding rights, warrants, options, convertible debt or any other securities or rights capable of being converted into, or exchanged or exercised for, any Common Shares of the Corporation except 2,499,998 warrants, exercisable into one Common Share for a period of 12 months from the date of issuance, at an exercise price of \$0.12 per Warrant Share, and immediately following the Acquisition Closing Time, there shall be no outstanding rights, warrants, options, convertible debt or any other

- securities or rights capable of being converted into, or exchanged or exercised for, any Common Shares of the Corporation except 2,499,998 warrants, exercisable into one Common Share for a period of 12 months from the date of issuance, at an exercise price of \$0.12 per Warrant Share;
- (xxxv) the authorized capital of 10664316 Canada Inc. consists of an unlimited number of common shares, of which 100 Common Shares are issued and outstanding as of the date of this Agreement, and all 100 of the issued and outstanding Common Shares are held by the Corporation;
  - (xxxvi) the Subscription Receipt Agent, at its principal office in the City of Montreal, Quebec, has been duly appointed as the subscription receipt agent in respect of the Subscription Receipts;
  - (xxxvii) the Warrant Agent, at its principal office in the City of Montreal, Quebec, has been duly appointed as the warrant agent in respect of the Warrants;
  - (xxxviii) the issue of the Subscription Receipts will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation;
  - (xxxix) except as disclosed in the Financial Statements, there are no material liabilities of the Corporation or any Subsidiary, whether direct, indirect, absolute, contingent or otherwise, and the Corporation or any Subsidiary has not made any loans to or guaranteed the obligations of any Person;
  - (xl) the Corporation and each Subsidiary is in compliance with all laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where non-compliance with such laws could not reasonably be expected to have a Material Adverse Effect;
  - (xli) other than as publicly disclosed or publicly available, the Corporation is not aware of any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation presently in force or, to its knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Corporation or any Subsidiary presently in force, that the Corporation anticipates the Corporation or any Subsidiary will be unable to comply with or which could reasonably be expected to materially adversely affect the business of the Corporation or a Subsidiary or the business environment or legal environment under which such entity operates;
  - (xlii) none of the Corporation or any Subsidiary, any employee or agent thereof, has made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, governmental officer or official, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws;

- (xlili) all information which has been prepared by the Corporation relating to the Corporation and the Subsidiaries or their respective businesses, properties and liabilities and made available to the Co-Lead Agents, including for greater certainty, the Presentation, was, as of the date of such information and is as of the date hereof, true and correct in all material respects, taken as a whole, does not contain a misrepresentation and no fact or facts have been omitted therefrom which would make such information materially misleading;
  - (xliv) the Corporation has not withheld any material fact relating to the Corporation or any Subsidiary or to the Offering;
  - (xlv) the minute books and corporate records of the Corporation and the Subsidiaries for the period from incorporation to the date hereof made available to the Co-Lead Agents contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Corporation to the date hereof not reflected in such corporate records, other than those which are not material to the Corporation, as the case may be;
  - (xlvi) to the best of the Corporation's knowledge, all forecasts, budgets or projections set forth in the Presentation were prepared in good faith, disclosed all relevant assumptions and contain reasonable estimates of the prospects of the business;
  - (xlvii) the Corporation has a reasonable basis for disclosing any forward-looking information contained in the Presentation and is not, as of the date hereof, required to update any such forward looking information pursuant to National Instrument 51-102 - Continuous Disclosure Obligations, and such forward looking information contained in the Presentation reflects the best currently available estimates and good faith judgments of the management of the Corporation, as the case may be, as to the matters covered thereby;
  - (xlviii) to the knowledge of the Corporation, the Presentation complies in all material respects with the Securities Laws;
  - (xlix) other than the Co-Lead Agents, there is no Person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated by this Agreement; and
    - (l) the Corporation is not aware of any facts or circumstances that would cause it to believe that (i) the Proposed Acquisition will not be completed on or before the Escrow Deadline, (ii) the Proposed Acquisition will not be completed in accordance with the Definitive Agreement, or (iii) the Definitive Agreement will be terminated.
- (b) **Representations, Warranties and Covenants of the Co-Lead Agents.** Each of the Co-Lead Agents hereby severally and not jointly or jointly and severally represents, warrants and covenants to the Corporation, and acknowledges that

the Corporation is relying upon such representations and warranties in connection with the completion of the Offering, that:

- (i) each Co-Lead Agent is duly incorporated and is in good standing in its jurisdiction of incorporation, has all requisite corporate power and authority to enter into and carry out its obligations under this Agreement, and is duly licensed and registered in accordance with applicable Securities Laws;
- (ii) in respect of the offer and sale of the Subscription Receipts, the Co-Lead Agents have complied and will comply with all Securities Laws and all applicable laws of the jurisdictions outside Canada in which it offers the Subscription Receipts;
- (iii) the Co-Lead Agents, and each person appointed by them as their agent to assist in the Offering, is registered under the applicable Securities Laws of the Designated Jurisdictions so as to permit it to lawfully fulfil its obligations hereunder; and
- (iv) the Co-Lead Agents will use their commercially reasonable best efforts to obtain a duly completed and executed Subscription Agreement and all applicable undertakings and other forms required under Securities Laws from each Purchaser.

5. **Closing Deliveries.** The purchase and sale of the Subscription Receipts shall be completed at the Closing Time at the offices of Stewart McKelvey in Halifax, Nova Scotia or at such other place as the Co-Lead Agents and the Corporation may agree upon in writing. At the Closing Time, the Corporation shall, subject to the provisions of Section 6, issue the Subscription Receipts or Units, as applicable, whether by way of certificated or uncertificated entries (i.e. DRS Advice) and/or book-entry securities in accordance with the "non-certificated inventory" rules and procedures of CDS, and shall direct CDS to credit the Subscription Receipts or Units, as applicable, to the accounts of participants of CDS as designated by the Co-Lead Agents or by delivery of one or more physical certificates in definitive form to be registered in the name of "CDS & Co." or such other name or names as the Co-Lead Agents may direct in writing, against payment to the Subscription Receipt Agent or Corporation, as applicable, of the aggregate Issue Price (less the payments to the Co-Lead Agents in connection therewith) therefor, in lawful money of Canada by certified cheque or bank draft payable at par in the City of Toronto, or by electronic money transfer, all in accordance with the Subscription Receipt Agreement. The Escrowed Funds shall be released upon the satisfaction of the Escrow Release Conditions in accordance with the Subscription Receipt Agreement. The Corporation shall cause all physical certificates being delivered at the Closing Time (other than the Compensation Options) to be delivered to the Co-Lead Agents in Toronto. The Co-Lead Agents and the Corporation may discharge their payment obligations under this section by delivery of certified cheques or bank drafts from the Co-Lead Agents to the Subscription Receipt Agent, or by electronic money transfer equal to the aggregate Issue Price for the Subscription Receipts issued under the Offering.

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

- (a) the Co-Lead Agents shall have received a certificate, dated as of the Closing Date signed by the Chief Executive Officer and the Chief Financial Officer of the

Corporation, or such other officers of the Corporation as the Co-Lead Agents may agree, certifying for and on behalf of the Corporation (without personal liability), to the best of their knowledge, information and belief, after due inquiry, that:

- (i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation or prohibiting the issue and sale of the Subscription Receipts or any of the Corporation's issued securities has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or are contemplated or threatened by any regulatory authority;
  - (ii) since December 31, 2017, (A) there has been no material adverse change (actual, proposed or prospective, whether financial or otherwise) in the business, prospects, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation or any Subsidiary, and (B) no material transactions have been entered into by the Corporation or any Subsidiary other than in the ordinary course of business except as otherwise disclosed in this Agreement;
  - (iii) the Corporation has complied in all material respects (except where already qualified by a materiality or Material Adverse Effect qualification, in which case the Corporation has complied in all respects) with all the covenants and satisfied in all material respects (except where already qualified by a materiality or Material Adverse Effect qualification, in which case the Corporation has satisfied in all respects) all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time; and
  - (iv) the representations and warranties of the Corporation contained in this Agreement and any certificate of the Corporation delivered hereunder are true and correct in all material respects (or, in the case of any representation or warranty containing a materiality or Material Adverse Effect qualification, in all respects) as at the Closing Time, with the same force and effect as if made on and as at the Closing Time.
- (b) the Co-Lead Agents shall have received a certificate dated the Closing Date, signed by an appropriate officer or officers of the Corporation (without personal liability) addressed to the Co-Lead Agents, with respect to the articles and by-laws of the Corporation, all resolutions of the Corporation's board of directors relating to this Agreement, the Subscription Receipt Agreement, the Warrant Indenture, the Subscription Agreements, the Subscription Receipts, the Compensation Options, the Common Shares and Warrants comprising the Units and issuable upon the conversion or exercise, as applicable, of the Subscription Receipts and Compensation Options, the Warrant Shares issuable upon exercise of the Warrants and otherwise pertaining to the purchase and sale of the Subscription Receipts and the transactions contemplated hereby and thereby, the incumbency and specimen signatures of signing officers and such other matters as the Co-Lead Agents may reasonably request;

- (c) the Co-Lead Agents shall have received a certificate of compliance (or equivalent) with respect to the jurisdiction in which the Corporation and each Subsidiary is in existence, as the case may be;
- (d) the Co-Lead Agents shall have received satisfactory evidence that all requisite approvals have been obtained by the Corporation in order to complete the Offering;
- (e) the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture and the Compensation Options shall have been executed and delivered by the Corporation in form and substance satisfactory to the Co-Lead Agents, acting reasonably;
- (f) the Co-Lead Agents shall have received a certificate from Computershare Trust Company of Canada as to the number of Common Shares issued and outstanding as at a date not more than two Business Days prior to the Closing Date;
- (g) the Co-Lead Agents shall have received legal opinions addressed to the Co-Lead Agents and the Purchasers, in form and substance satisfactory to the Co-Lead Agents, acting reasonably, dated as of the applicable Closing Date, from McInnes Cooper, counsel to the Corporation, and where appropriate, counsel in the other Designated Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Corporation, as appropriate, with respect to the following matters:
  - (i) as to the incorporation and valid existence of the Corporation;
  - (ii) as to the authorized and issued capital of the Corporation;
  - (iii) that the Corporation is a reporting issuer under applicable Securities Laws in each of the provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island, and Newfoundland and Labrador and is not on the list of defaulting issuers maintained under such legislation;
  - (iv) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets and, solely in respect of the Corporation, to carry out its obligations under this Agreement, the Subscription Receipt Agreement, the Warrant Indenture, the Subscription Receipts, the Subscription Agreements, the Compensation Options and to issue the Subscription Receipts and the Compensation Options;
  - (v) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture and the Compensation Options, the performance by the Corporation of its obligations hereunder and thereunder and the issuance of the Subscription Receipts and the Compensation Options;
  - (vi) each of this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture and the Compensation Option Certificate has been duly authorized and executed and delivered by the

Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms;

- (vii) the execution and delivery of this Agreement, the Subscription Agreements, the Subscription Receipt Agreement, the Warrant Indenture and the Compensation Option Certificate, the performance by the Corporation of its obligations hereunder and thereunder and the issuance and sale of the Subscription Receipts does not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) any statute, rule or regulation applicable to the Corporation; and (B) the constating documents;
- (viii) the Subscription Receipts have been validly created, executed and issued by the Corporation;
- (ix) the Compensation Options have been validly created, executed and issued by the Corporation;
- (x) the Common Shares partially comprising the Units and issued upon the conversion or exercise, as applicable, of the Subscription Receipts and Compensation Options have been authorized, allotted and reserved for issuance;
- (xi) the Warrants partially comprising the Units and issued upon the conversion or exercise, as applicable, of the Subscription Receipts and Compensation Options will be validly created, executed and issued by the Corporation;
- (xii) the Warrant Shares issued upon exercise of the Warrants have been authorized, allotted and reserved for issuance;
- (xiii) the Common Shares partially comprising the Units and issued upon the conversion or exercise, as applicable, of the Subscription Receipts and the Compensation Options and the Warrant Shares issued upon the exercise of the Warrants, have been authorized and allotted for issuance to the Purchasers and the Co-Lead Agents (as the case may be) and, upon their issuance in accordance with the terms of the Subscription Receipt Agreement, the Warrant Indenture or the Compensation Options (as the case may be), will have been validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (xiv) the offering, sale, issuance and delivery by the Corporation of the Subscription Receipts to the Purchasers resident in the Designated Jurisdictions in accordance with the terms of the Subscription Agreements and the granting and the issuance of the Compensation Options to the Co-Lead Agents in accordance with the terms of this Agreement, is exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws to permit such issuance and sale, subject only to the filing of the requisite forms and the Presentation, if applicable, under applicable Securities Laws;

- (xv) the issuance of the Common Shares and Warrants partially comprising the Units upon conversion of the Subscription Receipts or exercise of the Compensation Options, and the issuance of the Warrant Shares upon the exercise of the Warrants, is or will be exempt from the prospectus requirements of applicable Securities Laws of the Designated Jurisdictions and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained by the Corporation under applicable Securities Laws of the Designated Jurisdictions to permit such issuance and sale;
- (xvi) the first trade in the Subscription Receipts, the Common Shares and Warrants issued upon the conversion or exercise, as applicable, of the Subscription Receipts and the Compensation Options or the Warrant Shares issued on the exercise of the Warrants being exempt from the prospectus requirements of applicable Securities Laws and no prospectus, offering memorandum or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Corporation under applicable Securities Laws to permit such trade through registrants registered under applicable Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that at the time of such trade:
  - (A) the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;
  - (B) at least four months have elapsed from the "distribution date" (as defined in NI 45-102) of the Subscription Receipts and the Compensation Options;
  - (C) the certificate or certificates, if any, evidencing the Subscription Receipts, the Common Shares and Warrants comprising the Units and the Compensation Options (and if any Common Shares, Warrants and Warrant Shares have been issued upon the conversion or exercise, as applicable, of the Subscription Receipts, Compensation Options and Warrants before December 23, 2018 the certificate or certificates evidencing such securities (if any)), carry a legend stating that, "Unless permitted under securities legislation, the holder of this security must not trade the security before December 23, 2018";
  - (D) if the securities being traded are entered into a direct registration or other electronic book-entry system, or if the securityholder did not directly receive a certificate or certificates representing the securities being traded, the securityholder received written notice containing the legend restriction notation set out in subsection (iii) above;
  - (E) the trade is not a "control distribution" (as defined in NI 45-102);
  - (F) no unusual effort is made to prepare the market or to create a demand for the security that is the subject of the trade;

- (G) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and
  - (H) if the selling security holder is an insider or officer of the Corporation, the selling securityholder has no reasonable grounds to believe that the Corporation is in default of "securities legislation" (as defined in National Instrument 14-101 – *Definitions and Interpretation*);
  - (xvii) the form and terms of Subscription Receipts, Compensation Options and Warrants have been approved by the board of directors of the Corporation;
  - (xviii) the Subscription Receipt Agent, at its principal office in the City of Montreal, Quebec, has been duly appointed as the subscription receipt agent in respect of the Subscription Receipts; and
  - (xix) the Warrant Agent, at its principal office in the City of Montreal, Quebec, has been duly appointed as the warrant agent in respect of the Warrants;
  - (h) the Co-Lead Agents shall have received legal opinions addressed to the Co-Lead Agents, in form and substance satisfactory to the Co-Lead Agents, acting reasonably, dated as of the Closing Date of the Offering, from counsel to each Subsidiary with respect to the following matters: (i) the incorporation and valid existence of each Subsidiary; (ii) the corporate power, capacity and authority of each Subsidiary to carry on its business as presently carried on and to own, lease and operate its properties and assets; (iii) the authorized and issued capital of each Subsidiary; and (iv) the ownership of the issued and outstanding securities of each Subsidiary;
  - (i) the Co-Lead Agents shall have been satisfied, in their sole discretion, with the results of their due diligence review of each of the Corporation and the Subsidiaries and their respective businesses, operations and financial conditions and market conditions at the Closing Time; and
  - (j) the Co-Lead Agents shall have received evidence that all conditions precedent to completion of the Debenture Financing have been completed.
7. **Rights of Termination.** The Co-Lead Agents (or any one of them) shall be entitled to terminate their obligations hereunder by written notice to that effect given to the Corporation at or prior to the Closing Time if:
- (a) there should occur any material change (actual, contemplated or threatened) or any change in a material fact, new material fact or occurrence of a material fact or event in the business, operations, assets, affairs, capital, condition or prospects (financial or otherwise) of the Corporation which, in the opinion of the Co-Lead Agents, would reasonably be expected to have a significant adverse effect on the market price or value of the Common Shares or a Material Adverse Effect on the Corporation;
  - (b) the Co-Lead Agents determine that there exists any fact or circumstance not generally disclosed to the Co-Lead Agents which, in the opinion of the Co-Lead Agents, might reasonably be expected to have a significant adverse effect on the market price or value of the Common Shares;

- (c) the state of the financial markets, whether national or international, is such that the Subscription Receipts cannot, in the sole discretion of the Co-Lead Agents, be marketed profitably;
- (d) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) in relation to the Corporation, or any Subsidiary, or any of their directors, officers or principal shareholders is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality or any securities regulatory authority or any law or regulation is enacted or changed which, in the opinion of the Co-Lead Agents, acting reasonably, operates to prevent or restrict the trading of the Common Shares or significantly and adversely affects or will significantly and adversely affect the market price or value of the Subscription Receipts;
- (e) if there should develop, occur or come into effect or existence any event, action, state, condition (including, without limitation, an act of terrorism) or major financial occurrence of national or international consequence or any law or regulation which in the reasonable opinion of the Co-Lead Agents significantly adversely affects, or involves, or will, or could reasonably be expected to, significantly adversely affect, the financial markets generally, the business, operations or affairs of the Corporation or the market price or value of the Common Shares;
- (f) any order to cease trading the securities of the Corporation is made or threatened by a securities regulatory authority;
- (g) the Co-Lead Agents are not satisfied, in their sole discretion, with the scope or results of the due diligence review and investigation, conducted by them or on their behalf, of the Corporation and its Subsidiaries, its properties, businesses, operations, affairs, prospects, liabilities (contingent or otherwise), financial conditions or assets;
- (h) the Corporation is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement is untrue or false and such breach is not remedied by the Corporation at or prior to the Closing Time.

The Corporation agrees that the conditions contained in Section 6 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and the Corporation will use its commercially reasonable efforts to cause all such conditions to be complied with. Any material breach or failure to comply with any of the conditions set out in Section 6 shall entitle the Co-Lead Agents (or any one of them) to terminate their obligation to arrange for the purchase of the Subscription Receipts, by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Co-Lead Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Co-Lead Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Co-Lead Agents any such waiver or extension must be in writing and signed by the Co-Lead Agents.

8. **Right of First Refusal.** If, for a period of twelve (12) months following the date of closing of the Proposed Acquisition (the "**Right of First Refusal Period**"), the Corporation: (a) requires additional equity or debt financing, (b) proposes to acquire or dispose of any

assets out of the ordinary course of business, (c) decides to hedge, lock-in or swap any currency or interest rate exposure relating to its business, (d) proposes a material corporate transaction, such as an amalgamation, recapitalization, merger, take-over bid, joint venture, plan of arrangement or reorganization, or (e) receives an unsolicited take-over bid, it will (i) offer to engage the Co-Lead Agents (with each up to 50% syndicate economics) as its co-lead manager, co-underwriters, co-bookrunner, and/or private placement co-agents (as the case may be, depending upon the nature of the transaction) and (ii) offer to engage Echelon and Industrial Alliance Securities Inc. as its exclusive financial advisor, in connection with such transaction, subject to agreeing on mutually acceptable fee arrangements. For greater certainty, the foregoing right of first refusal excludes any property level financing and mortgage financing that the Corporation undertakes.

The terms and conditions relating to any such services will be outlined in a separate engagement letter, underwriting agreement or agency agreement and the fees for such services will be in addition to the fees payable under this Agreement, will be negotiated separately and in good faith and will be consistent with fees paid to North American investment bankers for similar services.

The Corporation must provide the Co-Lead Agents with prompt written notification if the Corporation determines to pursue any financing or other transaction referred to in the preceding paragraph of this Section 8, which notification will provide sufficient detail to enable the Co-Lead Agents to determine whether it wishes to exercise its rights under the preceding paragraph of this Section 8. If the Co-Lead Agents does not accept the terms and conditions contained in the offer from the Corporation within five Business Days of receipt of such offer, the Corporation may engage any other person as manager, underwriter, private placement agent and/or financial advisor, provided that the terms and conditions of any such engagement shall be no more favourable to such other person as the terms and conditions offered by the Corporation to the Co-Lead Agents. For greater certainty, the Co-Lead Agents shall relinquish their rights with respect to that particular engagement only, but shall continue to have a right of first refusal in relation to any other transactions of the nature referred to in the preceding paragraph of this Section 8 during the Right of First Refusal Period.

If, prior to, or any time after, providing the Co-Lead Agents with such written notice, the Corporation receives an offer from a third party to serve as bookrunner, manager, placement agent or financial advisor in connection with a financing or financial advisory engagement, the terms upon which such third party has proposed to act in such capacity shall be disclosed to the Co-Lead Agents by the Corporation in writing, and the Co-Lead Agents shall be entitled to exercise their right of first refusal by notifying the Corporation, within five business days following written notification from the Corporation, of its intention to match the terms proposed by such third party.

The Corporation represents and warrants to the Co-Lead Agents that it is not bound by, or otherwise subject to, any right of first refusal, right of first offer or other agreement or document which would conflict with the terms of this Section 8 or would otherwise prevent or impair the Corporation from performing its obligations under this Section 12.

9. **Exercise of Termination Right.** The rights of termination contained in Section 7 may be exercised by any Co-Lead Agent acting alone and are in addition to any other rights or remedies the Co-Lead Agents or any of them may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination shall not discharge

or otherwise affect any obligation or liability of the Corporation provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. If the obligations of an Agent are terminated under this Agreement pursuant to the termination rights provided for in Section 7, the Corporation's liabilities to that Co-Lead Agents shall be limited to the Corporation's obligations under the indemnity, contribution and expense provisions of this Agreement.

10. **Expenses.** Whether or not the Offering shall be completed, the Corporation shall pay all Agents' Expenses of the Offering, including but not limited to, fees and disbursements of accountants and auditors, technical consultants, translators and other applicable experts; all costs and expenses related to roadshows and marketing activities, printing, filing, issue, sale, and distribution, stock exchange approval and other regulatory compliance; other out-of-pocket expenses of the Co-Lead Agents; the reasonable fees, cost and disbursements of the Co-Lead Agents' legal counsel to a maximum of \$50,000 (or such other amount as agreed upon between the parties) plus applicable disbursements and taxes) and all taxes payable in respect of any of the foregoing.
11. **Survival of Representations and Warranties.** All terms, warranties, representations, covenants, indemnities and agreements herein contained or contained in any documents delivered pursuant to this Agreement shall survive the purchase and sale of the Subscription Receipts and continue in full force and effect for the benefit of the Co-Lead Agents, the Purchasers and/or the Corporation, regardless of the Closing of the Offering and of any investigations carried out by the Co-Lead Agents or on their behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Co-Lead Agents in connection with the purchase and sale of the Subscription Receipts or otherwise for a period ending on the date that is the later of: (a) two years following the Closing Date, or (ii) in respect of the Offering, if the Escrow Release Conditions are satisfied on or before the Escrow Deadline, two years following the closing of the Proposed Acquisition. For greater certainty, the provisions contained in this Agreement in any way related to indemnification or the contribution obligations shall survive and continue in full force and effect, indefinitely. In this regard, the Co-Lead Agents shall act as trustees for the Purchasers and accept these trusts and shall hold and enforce such rights on behalf of the Purchasers.
12. **Indemnity.** The Corporation agrees to indemnify and hold harmless the Agents and each member of the Selling Firms, if any, and their respective affiliates (hereinafter referred to as the "**Agents**", provided that if there are no additional syndicate members, the term "**Agents**", as used in this Section 12, will refer solely to the Co-Agents and their affiliates) and each of the partners, directors, officers and employees of the Agents (hereinafter referred to as the "**Personnel**") harmless from and against any and all fees, costs, expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including, without limitation, the aggregate amount paid in reasonable settlement of any action, suit, proceeding or claim), and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to or defending any claim (or both) that may be made against the Agents or any Personnel or to which the Agents or any Personnel (or any combination of them) may become subject or otherwise involved in any capacity (including, without limitation, under any statute or common law or otherwise) insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or relate, directly or indirectly, to the performance of professional services rendered by the Agents under Engagement Letter or otherwise in connection with the matters referred to in the Engagement Letter, provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction, in a final judgment that has become

non-appealable, shall determine that such fees, costs, expenses, losses, claims, actions, damages or liabilities were, directly and primarily caused by the gross negligence or willful misconduct of the person or persons claiming indemnification hereunder.

If for any reason (other than as a result of gross negligence or willful misconduct, as expressly contemplated by the foregoing paragraph of Section 12), the foregoing indemnification is unavailable to the Agents or any Personnel or insufficient to hold the Agents or any Personnel harmless, then the Corporation shall contribute to the amount paid or payable by the Agents or any Personnel as a result of such fee, cost, expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agents on the other hand but also the relative fault of the Corporation and the Agents, as well as any relevant equitable considerations; provided that the Corporation shall in any event contribute to the amount paid or payable by the Agents or any of its Personnel as a result of such fee, cost, expense, loss, claim, damage or liability and any excess of such amount over the amount of the aggregate fees that the Agents actually received and retained pursuant to the Engagement Letter.

The Corporation agrees that in case any proceeding in respect of which indemnification may be obtained from the Corporation shall be threatened or commenced against the Corporation, the Agents and Personnel (or any combination of them) by any governmental or regulatory authority or any stock exchange, or any other entity or authority, either domestic or foreign, shall commence an investigation of the Corporation or the Agents (or any combination of them) in respect of which indemnification may be obtained from the Corporation, and any Personnel of the Agents shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Agents, the applicable Agents shall have the right to employ their own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including, without limitation, an amount to reimburse each Co-Lead Agent for time spent by its Personnel in connection therewith) and out-of-pocket expenses incurred by the Personnel in connection therewith shall be paid by the Corporation as they are incurred.

Promptly after receipt of notice of the commencement of any such proceeding against the Agents or any of the Personnel (or any combination of them) or after receipt of notice of the commencement of any investigation of the nature referred to above in Section 12, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation hereunder, the affected Co-Lead Agent or Agents will notify the Corporation in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Corporation, will keep the Corporation advised of the progress thereof and will discuss with the Corporation all significant actions proposed. If requested by the affected Co-Lead Agent or Agents, the Corporation shall assume the investigation and defence or contestation thereof and shall employ counsel reasonably satisfactory to the Agents for that purpose, and if the Corporation assumes such investigation and defense or contestation, the Agents will provide all assistance reasonably requested by the Corporation in connection with such investigation, defence or contestation. Notwithstanding the foregoing, the Agents and any applicable Personnel will be entitled to employ counsel separate from counsel to the Corporation if the Agents and any applicable Personnel have been advised by legal counsel that representation of the Corporation and such Agents and applicable Personnel by the same counsel would be inappropriate due to conflict of interest (including, without

limitation, because there may be legal defences available to the Agents or such Personnel which are different from or in addition to those available to the Corporation), in which case, the Corporation shall not have the right to assume to direct the defence on behalf of the applicable Agents and Personnel. For greater certainty, the Corporation shall be responsible for the fees, costs and disbursements of any legal counsel retained by the Agents and any Personnel as contemplated by the preceding sentence of this paragraph and shall indemnify and hold harmless such Agents and Personnel in respect of all such fees, costs and disbursements.

The Corporation shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent, such consent not to be unreasonably withheld, delayed or conditioned. In the event that an indemnified party withholds its consent in the circumstances aforesaid in respect of a settlement that is acceptable to the Corporation and the claimant, and under the terms of such proposed settlement the indemnified party was to be fully indemnified and held harmless, then the Corporation shall not have any liability hereunder to the indemnified party for the amount of any final settlement or judgment award in excess of the settlement offer rejected by such indemnified party and the Agents shall indemnify and save harmless the Corporation for all costs and expenses incurred by the Corporation in subsequent prosecution of the matter after the aforesaid rejected settlement offer, and for all losses, claims, damages, or liabilities incurred or awarded upon a final determination of the matter in excess of the aforesaid rejected settlement offer.

Neither the Corporation nor the Agents will be liable for indirect, punitive or special damages (including loss of profits, data, business or goodwill), regardless of the legal theory advanced or of any notice given as to the likelihood of such damages; provided that (a) this provision shall not limit the indemnity or contribution rights as provided for in this letter agreement or applicable law and (b) fees, costs, liabilities and damages required to be paid by the Agents and the Personnel (or any of them) to any third party may be considered direct damages.

The indemnity and contribution obligations of the Corporation hereunder shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Personnel and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation, the Agents and any of the Personnel. The foregoing provisions shall survive the completion of professional services rendered under the letter of agreement to which this is attached or any termination of the authorization given by the letter of agreement to which this is attached. The Corporation acknowledges that the Agents act as trustee for their affiliates and Personnel in respect of the covenants of the Corporation set out in Section 12 and shall be entitled to enforce such covenants for and on behalf of such affiliates and Personnel.

13. **Advertisements.** The Corporation shall, at the Co-Lead Agents' request, issue a press release announcing the Offering, include a reference to the Co-Lead Agents and their role in any such release or communication, and (ii) ensure that any press release concerning the Offering complies with applicable law. If the Offering is successfully completed, the Corporation acknowledges and agrees that the Co-Lead Agents will be permitted to publish, at their own expense, public announcements or other communications relating to their services in connection with the Offering as they consider appropriate.

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

(a) If to the Corporation, to:

NSX Silver Inc.  
1550 Bedford Highway, Suite 802, Sun Tower  
Bedford, Nova Scotia B4A 1E6

Attention: Jamie Nicoll, Chairman

Email: jnicoll@vivcom.ca

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

McInnes Cooper  
1969 Upper Water Street, Suite 1300  
Purdy's Wharf Tower II  
Halifax, Nova Scotia B3J 3R7

Attention: David Wallace

Email: david.wallace@mcinnescooper.com

(b) If to the Co-Lead Agents, to:

Echelon Wealth Partners Inc.  
1 Adelaide St. East, Suite 2100  
Toronto, Ontario, M5C 2V9

Attention: Rob Sutherland, Managing Director, Head of Real Estate  
Investment Banking

Email: rob.sutherland@echelonpartners.com

Industrial Alliance Securities Inc.  
26 Wellington St. East, Suite 900  
Toronto, Ontario M5E 1S2

Attention: Dennis Kunde, Managing Director

E-Mail: Dennis.Kunde@iagto.ca

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

Stewart McKelvey  
1959 Upper Water Street, Suite 900  
Purdy's Wharf Tower I  
Halifax, Nova Scotia B3J 2X2

Attention: Andrew Burke

Email: aburke@stewartmckelvey.com

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

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

15. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.
16. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.
17. **Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.
18. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.
19. **Entire Agreement.** This Agreement constitutes the only agreement among the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.
20. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.
21. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. The Corporation and the Co-Lead Agents irrevocably attorn to the jurisdiction of the courts of the Province of Ontario with respect to any matters arising out of this Agreement.
22. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Co-Lead Agents and the Purchasers and their respective executors, heirs, successors and permitted assigns; provided that, this Agreement shall not be assignable by any party without the written consent of the others.
23. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.
24. **Absence of Fiduciary Relationship.** The Corporation acknowledges and agrees that: (a) the Co-Lead Agents have not assumed or will assume a fiduciary responsibility in favour of the Corporation with respect to the Offering contemplated hereby or the process leading thereto and the Co-Lead Agents have no obligation to the Corporation with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Co-Lead Agents and their affiliates may be engaged in a broad range of

transactions that involve interests that differ from those of the Corporation; and (c) the Co-Lead Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate

25. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.
26. **Language.** The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressément demandé que la présente convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*
27. **Counterparts and Facsimile.** This Agreement may be executed in any number of counterparts and delivered by email or facsimile, each of which so executed and delivered shall constitute an original and all of which taken together shall form one and the same agreement.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Co-Lead Agents.

Yours very truly,

**ECHELON WEALTH PARTNERS INC.**

Per: *(signed) "Rob Sutherland"*

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Authorized Signatory

**INDUSTRIAL ALLIANCE SECURITIES INC.**

Per: *(signed) "Dennis Kunde"*

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Authorized Signatory

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

**DATED** as of this \_\_\_\_ day of August, 2018

**NSX SILVER INC.**

Per: *(signed) "James Nicoll"*

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Authorized Signatory