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Ministry of Government and Consumer Services

Ministère des Services gouvernementaux et des Services aux consommateurs

Ontario CERTIFICATE

This is to certify that these articles are effective on

CERTIFICAT

Ceci certifie que les présents statuts entrent en vigueur le

Ontario Corporation Number / Numéro de la société en Ontario

5024559

NOVEMBER 28 NOVEMBRE, 2019

Barbara Aachitt

(17)

Director / Directrice

Business Corporations Act / Loi sur les sociétés par actions

Form 4 Business Corporations Act

Formule 4 Loi sur les sociétés par actions

ARTICLES OF AMALGAMATION / STATUTS DE FUSION

1. The name of the amalgamated corporation is: (Set out in BLOCK CAPITAL LETTERS) / Dénomination sociale de la société issue de la fusion: (Écrire en LETTRES MAJUSCULES SEULEMENT):

Table with 15 columns for the company name: N S R R E S O U R C E S I N C .

2. The address of the registered office is: / Adresse du siège social:

82 Richmond St. E.

Street & Number or R.R. Number & if Multi-Office Building give Room No. / Rue et numéro ou numéro de la R.R. et, s'il s'agit d'un édifice à bureaux, numéro du bureau

Toronto

ONTARIO

M 5 C I P I

Name of Municipality or Post Office / Nom de la municipalité ou du bureau de poste

Postal Code/Code postal

3. Number of directors is: / Nombre d'administrateurs:

Fixed number / Nombre fixe

OR minimum and maximum / OU minimum et maximum

1 10

4. The director(s) is/are: / Administrateur(s):

Table with 3 columns: Director Name, Address for service, Resident Canadian State 'Yes' or 'No'

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

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.
 Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

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



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.
 Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

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

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

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
NSR Resources Inc.	43172	2019	11	27
2716207 Ontario Inc.	002716207	2019	11	27

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

None.

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

The Corporation is authorized to issue an unlimited number of shares without nominal or par value of a class designated as "Common Shares".

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

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

The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:

a) Each holder of the Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Amalgamated Corporation, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each Common Share held by such holder;

b) The holders of Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Common Shares, to receive dividends if and when declared by the board of directors of the Amalgamated Corporation;

c) In the event of any liquidation, dissolution or winding-up of the Amalgamated Corporation or other distribution of the assets of the Amalgamated Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Common Shares, to receive the remaining property or assets of the Amalgamated Corporation.

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

No security holder of the Corporation shall be entitled to transfer registered or beneficial ownership of any security or securities of the Corporation without either:

a) The consent of the holders of more than 50 percent of the Common Shares for the time being outstanding expressed by a resolution passed by the votes of the holders of more than 50 percent of the Common Shares for the time being outstanding at a meeting of the holders of the Common Shares or by a resolution in writing signed by all the holders of the Common Shares for the time being outstanding or by an instrument or instruments in writing signed by the holders of more than 50 percent of the Common Shares for the time being outstanding; or

b) The consent of the directors of the Corporation expressed by a resolution passed at a meeting of the board of directors of the Corporation or by a resolution in writing signed by all the directors of the Corporation or by an instrument or instruments in writing signed by a majority of the directors of the Corporation.

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

See Attached Appendix A.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.

12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

Appendix A

The following provisions apply to the Corporation:

- (a) The Corporation shall have a lien on any share registered in the name of a shareholder or his legal representative for a debt of that shareholder to the Corporation.
- (b) The number of shareholders of the Corporation, exclusive of persons who are in its employment and exclusive of persons who, having been formerly in that employment and have continued after termination of that employment to be shareholders of the Corporation, is hereby limited to not more than fifty (50), two (2) or more persons who are the joint registered owners of one or more shares being counted as one shareholder.
- (c) Any invitation to the public to subscribe for securities of the Corporation is prohibited.

The directors of the Corporation may, without authorization of the shareholders of the Corporation:

- (a) borrow money upon the credit of the Corporation;
- (b) issue, reissue, sell or pledge debt obligations of the Corporation;
- (c) give a guarantee on behalf of the Corporation to secure performance of an obligation of any person; and
- (d) mortgage, hypothecate, pledge or otherwise create a security interest in all or any property of the Corporation, owned or subsequently acquired, to secure any debt, obligation or liability of the Corporation.

To the maximum extent permitted by law, the directors may by resolution delegate, either generally or in any particular case, any or all of the powers referred to in this clause to a director, a committee of directors or an officer of the Corporation, and any reference in this clause to the directors includes, for greater certainty, any further authorized delegate.

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

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

NSR Resources Inc.

Names of Corporations / Dénomination sociale des sociétés
By / Par

Signature / Signature

Carmelo Marrelli

Print name of signatory /
Nom du signataire en lettres moulées

Director

Description of Office / Fonction

2716207 Ontario Inc, 1

Names of Corporations / Dénomination sociale des sociétés
By / Par

Signature / Signature

Carmelo Marrelli

Print name of signatory /
Nom du signataire en lettres moulées

Director

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés
By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés
By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés
By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

SCHEDULE "A"

**STATEMENT OF DIRECTOR OF
NSR RESOURCES INC.
(the "Corporation")**

I, Carmelo Marrelli, of the City of Toronto, in the Province of Ontario, hereby state as follows:

1. This statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario).
2. I am a Director of the Corporation, one of the amalgamating corporations to which this statement relates, and as such I have personal knowledge of its business and affairs.
3. I have conducted an examination of the financial statements and records of the Corporation, and such other investigations and inquiries as I consider necessary to enable me to make the statements set forth below.
4. There are reasonable grounds for believing that:
 - (a) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due; and
 - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor will be prejudiced by the amalgamation.
5. Based on the statements made above neither of the amalgamating corporations is obligated to give notice to any creditor.

Dated November 27, 2019.

Carmelo Marrelli, Director

**STATEMENT OF DIRECTOR OF
2716207 ONTARIO INC.
(the "Corporation")**

I, Carmelo Marrelli, of the City of Toronto, in the Province of Ontario, hereby state as follows:

1. This statement is made pursuant to subsection 178(2) of the *Business Corporations Act* (Ontario).
2. I am a Director of the Corporation, one of the amalgamating corporations to which this statement relates, and as such I have personal knowledge of its business and affairs.
3. I have conducted an examination of the financial statements and records of the Corporation, and such other investigations and inquiries as I consider necessary to enable me to make the statements set forth below.
4. There are reasonable grounds for believing that:
 - (a) each amalgamating corporation is and the amalgamated corporation will be able to pay its liabilities as they become due; and
 - (b) the realizable value of the amalgamated corporation's assets will not be less than the aggregate of its liabilities and stated capital of all classes; and
 - (c) no creditor will be prejudiced by the amalgamation.
5. Based on the statements made above neither of the amalgamating corporations is obligated to give notice to any creditor.

Dated November 27, 2019.

Carmelo Marrelli, Director

SCHEDULE "B"

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 28 day of November, 2019.

BETWEEN:

TINTINA MINES LIMITED, a company existing under the laws of the Province of Ontario,

(hereinafter referred to as “Tintina”)

- and -

NSR RESOURCES INC., a company existing under the laws of the Province of Ontario,

(hereinafter referred to as “NSR”)

- and -

2716207 ONTARIO INC., a company existing under the laws of the Province of Ontario,

(hereinafter referred to as “Subco”)

WHEREAS NSR and Subco, which is a wholly-owned subsidiary of Tintina, have agreed to amalgamate pursuant to Section 174 of the Act upon the terms and conditions hereinafter described and for such purpose Tintina has agreed to issue Tintina Shares as hereinafter provided;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants hereinafter contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following words and phrases shall have the meanings hereinafter set forth:

“Act” means the *Business Corporations Act* (Ontario), together with the regulations thereunder, as the same may be amended from time to time.

“Agreement”, “this Agreement”, “hereof”, “herein” and “hereunder” and similar expressions refer to this Agreement and not to any particular article, section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto.

“Amalgamated Corporation” means the continuing corporation constituted upon the Amalgamation becoming effective.

“Amalgamating Corporations” means NSR and Subco.

“Amalgamation” means the amalgamation of the Amalgamating Corporations under the provisions of the Act as contemplated in this Agreement.

“Articles of Amalgamation” means the Articles of Amalgamation with respect to the Amalgamation. **“Common Shares”** means the common shares in the capital of the Amalgamated Corporation.

“Dissent Rights” means the rights of dissent exercisable by Shareholders in respect of the Amalgamation pursuant to Section 185 of the Act.

“Dissenting Shareholder” means a registered NSR shareholder who, in connection with the special resolution of the NSR shareholders which approves and adopts this Agreement, has exercised the right to dissent pursuant to Section 185 of the Act in strict compliance with the provisions thereof and thereby becomes entitled to receive, if the Amalgamation is completed, the fair value of his or her NSR Shares as determined by a court.

“Effective Date” means the date shown on the Certificate of Amalgamation endorsed by the Director under the Act giving effect to the Amalgamation.

“NSR Shares” means the common shares in the capital of NSR as constituted on the Effective Date.

“Subco Share” means the common share in the capital of Subco.

“Tintina Shares” means the common shares in the capital of Tintina as constituted on the Effective Date.

“Transfer Agent” means Computershare Investor Services Inc.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

1.3 Number, etc.

Unless the context requires the contrary, words importing the singular only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

1.4 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a business day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a business day in such place.

ARTICLE 2 THE AMALGAMATION

2.1 The Amalgamation

The parties agree to effect the combination of their respective businesses and assets by way of a “three-cornered” amalgamation among Tintina and the Amalgamating Corporations pursuant to which the Amalgamating Corporations will amalgamate and the former holders of NSR Shares, other than Tintina and Dissenting Shareholders, will receive Tintina Shares.

2.2 Terms and Effect of Amalgamation

The Amalgamating Corporations hereby agree to amalgamate pursuant to the provisions of Section 174 of the Act and to continue as one corporation on the terms and conditions herein set forth. In this regard, each of Tintina, NSR and Subco shall take all steps as are necessary or desirable for the implementation of the Amalgamation and the filing of the Articles of Amalgamation under the Act. Upon the Articles of Amalgamation becoming effective:

- (a) the Amalgamating Corporations shall be amalgamated and shall continue as one corporation under the terms and conditions prescribed in this Agreement;
- (b) the Amalgamating Corporations shall cease to exist as entities separate from the Amalgamated Corporation;
- (c) the Amalgamated Corporation shall possess all the property, rights, privileges and franchises and will be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of the Amalgamating Corporations;
- (d) a conviction against, or a ruling, order or judgment in favour of or against an Amalgamating Corporation may be enforced by or against the Amalgamated Corporation;
- (e) the Articles of Amalgamation shall be deemed to be the Articles of Incorporation of the Amalgamated Corporation and, except for purposes of Subsection 117(1) of the Act, the Certificate of Amalgamation shall be deemed to be the Certificate of Incorporation of the Amalgamated Corporation; and
- (f) the Amalgamated Corporation shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against an Amalgamated Corporation before the Amalgamation has become effective.

2.3 Condition for the Benefit of Tintina

The obligations of Tintina to consummate the transactions contemplated hereby, in particular the Amalgamation, are subject to the satisfaction, on or before the Effective Date, of the condition that Dissent Rights shall not have been exercised with respect to more than 5% of the outstanding NSR Shares. The foregoing condition is for the exclusive benefit of Tintina and may be waived by

Tintina in its sole discretion. Tintina will not exercise Dissent Rights in respect of any of the NSR Shares held by Tintina.

ARTICLE 3 AMALGAMATED CORPORATION

3.1 Name

The name of the Amalgamated Corporation shall be "NSR Resources Inc.", or such other name as Tintina may determine.

3.2 Business of the Amalgamated Corporation

There shall be no restriction or limit on the business which the Amalgamated Corporation is authorized to carry on or the powers it may exercise.

3.3 Registered Office

The registered office of the Amalgamated Corporation shall be located at 82 Richmond Street East, Toronto, Ontario, M5C 1P1.

3.4 Authorized Capital

The authorized capital of the Amalgamated Corporation shall consist of an unlimited number of shares designated as "Common Shares".

3.5 Rights, Privileges, Restrictions and Conditions Attaching to the Common Shares

The rights, privileges, restrictions and conditions attaching to the Common Shares shall be as follows:

- (a) Each holder of the Common Shares shall be entitled to receive notice of and to attend all meetings of the shareholders of the Amalgamated Corporation, except meetings at which only holders of other classes or series of shares are entitled to attend, and at all such meetings shall be entitled to one vote in respect of each Common Share held by such holder.
- (b) The holders of Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Common Shares, to receive dividends if and when declared by the board of directors of the Amalgamated Corporation.
- (c) In the event of any liquidation, dissolution or winding-up of the Amalgamated Corporation or other distribution of the assets of the Amalgamated Corporation among its shareholders for the purpose of winding-up its affairs, the holders of Common Shares shall be entitled, subject to the rights of holders of shares of any class ranking prior to the Common Shares, to receive the remaining property or assets of the Amalgamated Corporation.

3.6 Directors

- (a) **Number of Directors.** The number of directors of the Amalgamated Corporation shall, until otherwise changed in accordance with the Act, consist of a minimum of one (1) and a maximum of ten (10) directors. The number of directors shall initially be fixed at four. The board of directors of the Amalgamated Corporation shall be empowered to determine, from time to time, by resolution the number of directors within the minimum and maximum provided in the Articles of Amalgamation.
- (b) **First Directors.** The first directors of the Amalgamated Corporation, who shall hold office until the first annual meeting of the shareholders of the Amalgamated Corporation or until his successor is duly elected or appointed, shall be the persons whose names appear below:

Name	Resident Canadian
Juan Enrique Rassmus R	No
Ricardo Landeta	No
Eugenio Ferrari	No
Carmelo Marrelli	Yes

3.7 Officers

The officers of the Amalgamated Corporation shall, until changed by the directors of the Amalgamated Corporation, be as follows:

Name	Office
Juan Enrique Rassmus R	President
Eugenio Ferrari	Chief Executive Officer
Jing Peng	Chief Financial Officer

3.8 Articles

The Articles of Amalgamation shall be the articles of amalgamation of the Amalgamated Corporation.

3.9 By-laws

The by-laws of the Amalgamated Corporation shall be the by-laws of Subco, until repealed, amended or altered and a copy of such by-laws may be examined at the offices of DSA Corporate Services Inc., 82 Richmond Street East, Toronto, Ontario, M5C 1P1.

3.10 Auditors

The auditors of the Amalgamated Corporation, until the first annual meeting of shareholders, shall be MNP LLP, unless they resign or are removed in accordance with the Act.

3.11 Financial Year-End

The financial year-end of the Amalgamated Corporation shall be December 31, until changed by the directors of the Amalgamated Corporation.

3.12 Stated Capital

The stated capital of the Common Shares shall be equal to the aggregate stated capital of each of NSR and Subco immediately prior to the Effective Date.

ARTICLE 4 ISSUANCE OF TINTINA SHARES AND COMMON SHARES UPON THE AMALGAMATION

4.1 Exchange of NSR Shares and NSR Options

Upon the consummation of the Amalgamation, each NSR Share and NSR Option issued and outstanding immediately prior to the Effective Date shall be dealt with as follows:

- (a) the issued and outstanding NSR Shares, other than those held by Tintina and Dissenting Shareholders, shall be exchanged for fully-paid and non-assessable Tintina Shares on the basis of 0.729756389 of one Tintina Share for each NSR Share;
- (b) each issued and outstanding NSR Option shall be cancelled and in its place, Tintina shall grant such number of Tintina Options as determined in accordance with the Exchange Ratio, on the same terms and conditions as the cancelled NSR Options, except to the extent their terms may be adjusted (in accordance with the terms of such NSR Option) to reflect the Amalgamation. Notwithstanding the foregoing, the holders of NSR Options who receive Tintina Options as contemplated herein will not be permitted to exercise such options until such time as Tintina's new stock option plan is ratified by its shareholders; and
- (c) NSR Shares held by Tintina shall be cancelled without any repayment therefor.

No fractional Tintina Shares shall be issued upon the exchange of NSR Shares. Any exchange or conversion that results in less than a whole number of securities shall be rounded down to the next whole number.

4.2 Issuance of Common Shares

Upon the consummation of the Amalgamation:

- (a) each issued and outstanding Subco Share shall be cancelled without further consideration and Tintina's name shall be removed from the register of holders of the Subco Shares as of the Effective Date; and
- (b) the one issued and outstanding Subco Share shall be converted into one Common Share.

4.3 Issuance of Certificates Representing Tintina Shares

At or promptly after the Effective Date, Tintina shall deposit with the Transfer Agent, for the benefit of the holders of NSR Shares who will receive Tintina Shares in connection with the Transaction, certificates representing the maximum number of Tintina Shares that are issuable in connection with the Amalgamation. Upon surrender to the Transfer Agent of a certificate which immediately prior to or upon the Effective Date represented NSR Shares in respect of which the holder is entitled to receive Tintina Shares in connection with the Amalgamation, together with a duly completed letter of transmittal and such additional documents and instruments as the Transfer Agent may reasonably require, the holder of such surrendered certificate shall be entitled to receive in exchange therefor, and after the Effective Date the Transfer Agent shall deliver to such holder, a certificate representing that number (rounded down to the nearest whole number) of Tintina Shares which such holder has the right to receive. In the event of a transfer of ownership of NSR Shares that was not registered in the securities register of NSR, a certificate representing the proper number of Tintina Shares may be issued to the transferee if the certificate representing such NSR Shares is presented to the Transfer Agent as provided above, accompanied by all documents required to evidence and effect such transfer. Until surrendered as contemplated by this Section 4.3, each certificate which immediately prior to or upon the Effective Date represented one or more NSR Shares shall be deemed at all time after the Effective Date to represent only the right to receive upon such surrender a certificate representing that number (rounded down to the nearest whole number) of Tintina Shares which such holder has the right to receive.

4.4 Lost Certificates

In the event any certificate which immediately prior to the Effective Date represented one or more outstanding NSR Shares shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the holder of NSR Shares claiming such certificate to be lost, stolen or destroyed, the Transfer Agent will issue in exchange for such lost, stolen or destroyed certificate, one or more certificates representing one or more Tintina Shares pursuant to Section 4.3 hereof in each case deliverable in accordance with the Amalgamation. The holder to whom certificates representing Tintina Shares are to be issued shall, as a condition precedent to the issuance thereof, give a bond satisfactory to Tintina, NSR and the Transfer Agent in such sum as Tintina or NSR may direct or otherwise indemnify Tintina or NSR in a manner satisfactory to Tintina or NSR against any claim that may be made against Tintina or NSR with respect to the certificate alleged to have been lost, stolen or destroyed.

4.5 Extinguishment of Rights

Any certificate which immediately prior to the Effective Date represented outstanding NSR Shares that has not been deposited with all other instruments required by Section 4.3 hereof on or prior to the earlier of the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a holder of Tintina Shares. On such date, the Tintina Shares (and any

dividends or distributions with respect thereto) to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Tintina, together with all entitlements to dividends, distributions and interest in respect thereof held for such former holder. None of Tintina, NSR or the Transfer Agent shall be liable to any person in respect of Tintina Shares (or dividends and/or distributions thereon) delivered to a public official pursuant to and in compliance with any applicable abandoned property, escheat or similar law.

4.6 Withholding Rights

Tintina, NSR and the Transfer Agent shall be entitled to deduct and withhold from any dividend or consideration otherwise payable to any holder of Tintina Shares or NSR Shares such amounts as Tintina, NSR or the Transfer Agent is required to deduct and withhold with respect to such payment under any provision of federal, provincial, territorial, state, local or foreign Tax law. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the NSR Shares in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate Taxation Authority. To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the consideration otherwise payable to the holder, Tintina, NSR and the Transfer Agent are hereby authorized to sell or otherwise dispose of such portion of the consideration as is necessary to provide sufficient funds to Tintina, NSR or the Transfer Agent, as the case may be, to enable it to comply with such deduction or withholding requirement and Tintina, NSR or the Transfer Agent shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale.

4.7 Termination of Depositary

Any Tintina Shares that remain undistributed by the Transfer Agent to former holder of NSR Shares 24 months after the Effective Date shall be delivered to Tintina, upon demand thereof, and holders of certificates previously representing NSR Shares who have not theretofore complied with Section 4.3 hereof shall thereafter look only to Tintina for payment of any claim to Tintina Shares or dividends or distributions, if any, in respect thereof.

ARTICLE 5 DISSENT RIGHTS

5.1 Right of Dissent

Holders of NSR Shares may exercise rights of dissent (the “**Dissent Rights**”) in connection with the Amalgamation with respect to their NSR Shares pursuant to and in the manner set forth in Section 185 of the Act. Holders of NSR Shares who duly exercise Dissent Rights and who are ultimately entitled to be paid fair value for their NSR Shares by the Amalgamated Corporation (as successor corporation to NSR following the Amalgamation) shall be deemed to have irrevocably transferred their NSR Shares to NSR and cancelled immediately prior to the Amalgamation. Tintina will not exercise Dissent Rights in respect of any of the NSR Shares held by Tintina.

5.2 Recognition of Dissenting Shareholders

Neither Tintina, NSR, Subco nor any other person shall be required to recognize a Dissenting Shareholder as a registered or beneficial owner of NSR Shares at or after the Effective Date, and at the Effective Date the names of such Dissenting Shareholders shall be deleted from the register of holders of NSR Shares maintained by or on behalf of NSR

ARTICLE 6 ARTICLES OF AMALGAMATION

6.1 Articles of Amalgamation

The Amalgamating Corporations shall jointly file under the Act, Articles of Amalgamation and such other documents as may be required by the Act to give effect to the Amalgamation.

6.2 Modification or Amendment

The Amalgamating Corporations and Tintina and each of them may, by resolution of their respective boards of directors, assent to any modification of this Agreement which their respective shareholders, directors or any regulatory authority may require, and this Agreement shall be deemed to include such modifications.

ARTICLE 7 GENERAL

7.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto

NSR RESOURCES LTD

Per: _____
Authorized Signatory

TINTINA MINES LIMITED

Per: _____
Authorized Signatory

2716207 ONTARIO INC

Per: _____
Authorized Signatory