BUSINESS COMBINATION AGREEMENT

THIS AGREEMENT is made as the 15th day of October, 2019,

BETWEEN:

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

(hereinafter referred to as "**NSR**")
- and -

TINTINA MINES LIMITED, a company existing under the federal laws of Canada,

(hereinafter referred to as "**Tintina**")
- and -

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

(hereinafter referred to as "**Subco**")

WHEREAS Tintina is a publicly traded company, the common shares of which are listed and posted for trading on the TSXV;

WHEREAS NSR is a non-listed reporting issuer;

WHEREAS Subco is a wholly-owned subsidiary of Tintina;

WHEREAS the Companies intend to effect a business combination pursuant to which Tintina will acquire all of the issued and outstanding NSR Shares not already owned by Tintina (the "**Transaction**");

WHEREAS the Companies desire to effect the Transaction by way of a "three-cornered" amalgamation pursuant to which NSR and Subco shall amalgamate pursuant to Section 174 of the OBCA and continue under the name of "NSR Resources Inc." and the former shareholders of NSR (other than Tintina and shareholders who exercise Dissent Rights) will receive Tintina Shares (the "**Amalgamation**"), subject to the terms and conditions of this Agreement and the Amalgamation Agreement; and

WHEREAS the Companies have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the Amalgamation;

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

ARTICLE 1
INTERPRETATION AND GENERAL

1.1 Definitions

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

"**Acquisition Proposal**" has the meaning ascribed thereto in Section 4.1;

"**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;

"**Alternative Transaction**" has the meaning ascribed thereto in Section 3.7;

"**Amalgamated Corporation**" means the continuing corporation constituted upon the Amalgamation becoming effective;

"**Amalgamating Corporations**" means NSR and Subco;

"**Amalgamation**" has the meaning ascribed thereto in the preamble to this Agreement;

"**Amalgamation Agreement**" means the amalgamation agreement to be entered into among Tintina and the Amalgamating Corporations, substantially in the form attached hereto as Schedule "A";

"**Articles of Amalgamation**" means the Articles of Amalgamation with respect to the Amalgamation;

"**business day**" means any day other than a Saturday, Sunday or federal holiday in Canada or a day on which commercial banks in Toronto are required to or permitted to close;

"**Change Date**" has the meaning ascribed thereto in Section 4.2;

"**Common Shares**" means the common shares in the capital of the Amalgamated Corporation;

"**Companies**" means, collectively, Tintina and the Amalgamating Corporations;

"**Compensation Fee**" has the meaning ascribed thereto in Section 4.3;

"**Dissent Rights**" means the rights of dissent in respect of the Transaction described in the Amalgamation Agreement;

"**Effective Date**" means the date shown on the Certificate of Amalgamation endorsed by the Director under the OBCA giving effect to the Amalgamation;

"**Engagement Letter**" means the engagement proposal dated July 29, 2019 between Richter Advisory Group Inc. and NSR relating to the Valuation Report;

"**Environmental Consents**" includes all material consents issued by or issuable by any regulatory authority under Environmental Laws;

"**Environmental Laws**" means all laws applicable to the environment, occupational health and safety, product safety, product liability and public safety;

"**Exchange Ratio**" means 0.729756389 of one Tintina Share for each NSR Share;

"**first party**" has the meaning ascribed thereto in Section 4.4(c);

"**Governmental Entity**" means any: (i) supranational, multinational, federal, territorial, provincial, state, regional, municipal, local or other governmental or public ministry, department, authority, body, central bank, court, commission, tribunal, board, bureau or agency, domestic or foreign; (ii) subdivision, agent or authority of any of the above; (iii) quasi-governmental or private body, including any tribunal, commission, regulatory agency or self-regulatory organization, exercising any regulatory, expropriation or Taxation Authority under or for the account of any of the above; or (iv) stock exchange (including the TSXV);

"**Hazardous Substance**" means any material or substance that may impair the quality of the environment or which under Environmental Laws is deemed to be "hazardous", a "pollutant", "toxic", "deleterious", "caustic", "dangerous", a "waste", a "hazardous material", a "source of contamination" or analogous substance including, without limitation, petroleum and petroleum products, asbestos, polychlorinated biphenyls, and flammable and radioactive materials;

"**IFRS**" means International Financial Reporting Standards formulated by the International Accounting Standards Board, required for publicly accountable enterprises by the Canadian Accounting Standards Board, as updated and amended from time to time;

"**material adverse change**" or "**material adverse effect**" means any change (including a decision to implement a change made by the directors or senior management of NSR or Tintina), effect, event, occurrence or change in a state of facts that is, or would reasonably be expected to be, material and adverse to the business, operations, financial condition, results, assets, properties, rights, liabilities or prospects of such corporation, to the extent that had such change, effect, event, occurrence or change in a state of facts occurred prior to the date hereof it might reasonably be expected to have resulted in the other corporation not entering into this Agreement or entering into this Agreement only on materially different terms, but excluding any change, effect, event, occurrence or change in a state of facts relating to: (a) general economic conditions in Canada or securities markets in general; (b) the mining industry in general and not specifically relating to Tintina or NSR; (c) gold prices in general; or (d) changes or proposed changes in IFRS as issued by the International Accounting Standards Board applicable to Tintina or NSR or the enforcement or interpretation thereof;

"**Material Contract**" means any "material contract" required to be filed on SEDAR pursuant to NI 51-102;

"**material fact**" has the meaning given thereto in the Securities Acts;

"**MI 61-101**" means Multilateral Instrument 61-101 *Protection of Minority Security Holders in Special Transactions*;

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

"**NI 51-102**" means National Instrument 51-102 *Continuous Disclosure Obligations*;

"**NSR Board**" means the board of directors of NSR;

"**NSR Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of NSR since December 31, 2018 with the relevant securities regulatory authorities pursuant to the requirements of applicable Canadian securities laws and which is publicly available for review on SEDAR;

"**NSR Information Circular**" means the information circular to be prepared in connection with the solicitation of proxies by the management of NSR for the NSR Meeting and includes any and all documents specifically incorporated by reference therein;

"**NSR Material Contracts**" means the Material Contracts entered into by NSR;

"**NSR Meeting**" means the special meeting of the shareholders of NSR to be held to consider, and, if deemed advisable, approve the Amalgamation;

"**NSR Options**" means the options to purchase NSR Shares which remain unexercised and unexpired as disclosed in Schedule "B" hereto;

"**NSR Shares**" means the common shares in the capital of NSR;

"**OBCA**" means the *Business Corporations Act* (Ontario), together with the regulations thereunder, as the same may be amended from time to time;

"**person**" means any individual, body corporate, partnership, firm, joint venture, syndicate, trust, association, any other form of entity or organization and any Governmental Entity or other agency;

"**Recommendation Change**" has the meaning ascribed thereto in Section 4.2;

"**Release**" means any material release, spill, leak, emission, discharge, leach, dumping, migration, pumping, pouring, emitting, emptying, injecting, spraying, burying, abandoning, incinerating, seeping, escape, disposal or similar or analogous act as defined in any Environmental Laws;

"**Securities Acts**" means all Canadian securities legislation applicable to the Companies together with all regulations, instruments, blanket orders and policy statements adopted in connection therewith;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Superior Proposal**" has the meaning ascribed thereto in Section 4.2;

"**Tax Returns**" means any return, declaration, report, claim for refund, election, or information return or statement relating to Taxes, including any schedule or attachment thereto and any amendment thereof;

"**Taxation Authority**" means the Canada Revenue Agency, the Ontario Ministry of Finance and any other national, federal, state, provincial, regional, territorial, municipal or local governmental authority in Canada or in any other jurisdiction which has authority to collect Tax from NSR or Tintina, as applicable, or impose obligations upon NSR or Tintina, as applicable, with respect to Taxes;

"**Taxes**" means any Canadian, multinational, foreign, federal, state, provincial, regional, territorial, municipal and local capital, capital stock, disability, customs duties, employment, environmental, estimated, excise, franchise, capital gains, employer health, income, license, alternative or add-on minimum, occupation, payroll, premium, profits, windfall profits, personal property, real property, gross receipts, registration, gross revenue, sales, goods and services, severance, social security (or similar), stamp, transfer, turnover, unemployment, use, value added, withholding, net worth, or other tax of any kind whatsoever, including employment insurance and Canada/Quebec Pension Plan premiums, as well as any interest or penalty in respect thereof and any addition thereto, whether disputed or not;

"**Termination Date**" has the meaning ascribed thereto in Section 4.4;

"**Tintina Board**" means the board of directors of Tintina;

"**Tintina Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of Tintina since December 31, 2018 with the relevant securities regulatory authorities pursuant to the requirements of applicable Canadian securities laws and which is publicly available for review on SEDAR, including all press releases and financial statements filed on SEDAR;

"**Tintina Information Circular**" means the information circular to be prepared in connection with the solicitation of proxies by the management of Tintina for the Tintina Meeting and includes any and all documents specifically incorporated by reference therein;

"**Tintina Material Contracts**" means the Material Contracts entered into by Tintina;

"**Tintina Meeting**" means the special meeting of the shareholders of Tintina to be held to consider, and, if deemed advisable, approve the Amalgamation;

"**Tintina Options**" means the options to purchase Tintina Shares;

"**Tintina Shares**" means the common shares in the capital of Tintina;

"**Transaction**" has the meaning ascribed thereto in the preamble to this Agreement;

“**Transfer Agent**” means Computershare Investor Services Inc.;

“**Triggering Event**” has the meaning ascribed thereto in Section 4.3;

“**TSXV**” means the TSX Venture Exchange;

“**Valuation Report**” means the report entitled “Comprehensive Valuation Report: NSR Resources Inc. as at June 30, 2019”, prepared by Richter Advisory Group Inc.; and

“**Voting Support Agreements**” means the voting support agreements, entered into between Tintina and: (i) each member of the NSR Board; (ii) each officer of NSR; (iii) each NSR shareholder (other than Tintina) holding directly or indirectly more than 5% of the NSR Shares; and (iv) such other parties as may be agreed upon by NSR and Tintina acting reasonably, in the form as set forth in Schedule “C” hereto;

Words and phrases used herein that are defined in the OBCA shall have the same meaning herein as in the OBCA unless the context otherwise requires.

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; 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 Companies s 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.

1.5 Entire Agreement

This Agreement, together with the agreements and documents herein and therein referred to, constitute the entire agreement among the Companies pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the Companies with respect to the subject matter hereof.

1.6 Transaction

The Companies agree to effect the Transaction by effecting the Amalgamation subject to the terms and conditions of this Agreement and the Amalgamation Agreement. The NSR Shares (other than NSR Shares held by Tintina and holders who exercise Dissent Rights) will be exchanged for

Tintina Shares based on the Exchange Ratio and NSR will amalgamate with Subco to form the Amalgamated Corporation, which will become a wholly-owned subsidiary of Tintina. In addition, the NSR Options will be cancelled prior to the Effective Date and in their 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 each NSR Option) to reflect the Amalgamation. Notwithstanding the foregoing, it is hereby acknowledged that 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.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of NSR

NSR represents and warrants to and in favour of Tintina and Subco as follows and acknowledges that Tintina and Subco are relying upon such representations and warranties in connection with the transactions contemplated herein:

(a) NSR is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as an extra-provincial or foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such licence or qualification is not in the aggregate material) and NSR has the corporate power to enter into, execute and deliver this Agreement and perform its obligations hereunder;

(b) the authorized capital of NSR consists of an unlimited number of NSR Shares of which 26,828,131 NSR Shares are, as at the date hereof, validly issued and outstanding as fully paid and non-assessable;

(c) the NSR Shares are not subject to any cease trade order issued by any securities regulatory authority;

(d) no filing or registration with, or authorization, notification, consent or approval of, any person is required in connection with the entering into of this Agreement by NSR and the consummation of the transactions contemplated under this Agreement by NSR except for the: (i) approval of the holders of NSR Shares; and (ii) filing of the Articles of Amalgamation;

(e) except as disclosed in Schedule "B" hereto, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature), for the purchase or issue of or conversion into any of the unissued NSR Shares or any unissued securities of NSR;

(f) the financial statements of NSR contained in or comprising the NSR Disclosure Documents present fairly the financial position of NSR at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements and have been prepared in accordance with IFRS applied on a consistent basis;

(g) except as disclosed in the NSR Disclosure Documents, there has been no material adverse change in the business or condition, financial or otherwise of NSR since December 31, 2018;

(h) NSR is the beneficial owner of the properties and assets described as being owned by it in the NSR Disclosure Documents with good and marketable title thereto free and clear of material liens, charges, encumbrances or adverse interests, and no person has any agreement, option, understanding or commitment for the purchase of any of the properties or assets of NSR, except as disclosed in the NSR Disclosure Documents;

(i) the execution and delivery of this Agreement and the consummation of the Amalgamation do not and will not:

  (i) result in the breach of or violate any term or provision of the constating documents or by-laws of NSR;

  (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which NSR is a party or by which it is bound or to which any property of NSR is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of NSR under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

  (iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to NSR;

(j) the execution and delivery of this Agreement has been duly approved by the members of the NSR Board entitled to vote thereon and this Agreement constitutes a legal, valid and binding obligation, enforceable against NSR in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency or similar laws of general application relating to the enforcement of creditor's rights or the relief of debtors or by equitable relief including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court;

(k) NSR is not a party to any oral or written management contract or contract for the employment of any officer except as disclosed in the NSR Disclosure Documents;

(l) the independent members of the NSR Board have been provided with the Valuation Report, and the Valuation Report has not been withdrawn or modified as of the date hereof;

(m) there are no agreements, covenants, undertakings or other commitments of NSR or any partnership or joint venture in which it is a partner or participant or any instruments binding on any of them or any of their respective properties:

  (i) under which the consummation of the Amalgamation would have the effect of imposing restrictions or obligations on NSR materially greater than those imposed upon NSR or any such partnership or joint venture at the date hereof;

  (ii) which would give a third party, as a result of the consummation of the Amalgamation, a right to terminate any material agreement to which NSR or any such partnership or joint venture is a party or to purchase any of their respective assets;

  (iii) under which the consummation of the Amalgamation would impose material restrictions on the ability of NSR to carry on any business which it might choose to carry on within any geographical area, to acquire property or dispose of its property and assets in their entirety or to change its corporate status, other than area of mutual interest clauses and similar clauses in existing agreements; or

  (iv) under which the consummation of the Amalgamation would impose material restrictions on the ability of NSR to pay any dividends or make other distributions to its shareholders or to borrow money and to mortgage and pledge its property as security therefor;

(n) NSR is a reporting issuer not in default under the *Securities Act* (Ontario) and has similar status and is not in default under the Securities Acts of British Columbia, Alberta and Quebec and is not a reporting issuer (or the equivalent) under any other Securities Act;

(o) the NSR Shares are not listed or posted for trading on any stock exchange;

(p) NSR has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Amalgamation, except as set out in the Engagement Letter;

(q) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of NSR contemplated or threatened, against or affecting NSR or before or by any person or before any arbitrator of any kind which would prevent or hinder the consummation of the Amalgamation or which involve the possibility of any judgment or liability which can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of NSR;

(r) there are no known or anticipated material liabilities of NSR of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which NSR is or may become liable other than the liabilities disclosed on, reflected in or provided for in the financial statements contained in or comprising the NSR Disclosure Documents or incurred in the ordinary course of business, which may have a material adverse effect on NSR;

(s) NSR has duly and on a timely basis filed all Tax Returns, elections and designations required to be filed by it with any Taxation Authority, or if not filed on a timely basis, all fees, penalties, interest and other amounts payable as a result thereof have been paid. No such returns, elections or designations contain any material misstatement or omit any material statements that should have been included and each return, election and designation, including accompanying schedules and statements is true, correct and complete in all material respects. NSR has paid in full all amounts owing to each Taxation Authority due and payable by it and has withheld and remitted all amounts required by law to be withheld by it by any federal, provincial or municipal Taxation Authority. There are no proposed reassessments, audits, actions, suits, proceedings, investigations or claims which have arisen or are pending or threatened against the Corporation in respect of Taxes, nor matters under discussion with any Taxation Authority with respect to Taxes;

(t) all insurance policies maintained by NSR are in full force and effect, all premiums due and payable thereon have been paid, and NSR is in compliance with the material terms and conditions of such policies. NSR has not received any notice of cancellation, termination or nonrenewal of any such policy or arrangement or any notice of material adjustment in the amount of the premiums payable with respect to any such policy, and there is no material claim pending under any of such policies or arrangements as to which coverage has been questioned, denied or disputed by the underwriters of such policies or arrangements;

(u) with respect to environmental matters:

(i) NSR, the operation of NSR's business and the assets owned or used by NSR have been and are in compliance in all material respects with all Environmental Laws, including all Environmental Consents;

(ii) NSR has not been charged with or convicted of any offence for non-compliance with Environmental Laws in any material respect, or been fined or otherwise sentenced or settled any prosecution short of conviction in any material respect and there are no notices of judgment or commencement of proceedings of any material nature and NSR has never been investigated relating to any breach or alleged breach of Environmental Laws in any material respect;

(iii) NSR has obtained all Environmental Consents necessary to conduct its business and to own, use and operate its properties and assets;

(iv) there are no Hazardous Substances that could, individually or in the aggregate, have a material adverse effect on NSR, located on or in or under the surface of any real properties, and no Release of any Hazardous Substances has occurred on, in or from any real properties or has resulted from the operation of the business of NSR and the conduct of activities thereon;

(v) NSR has not used its properties to produce, generate, manufacture, treat, store, handle, transport or dispose of any Hazardous Substances except in material compliance with Environmental Laws;

(vi) there are no underground or aboveground storage tanks or associated piping or appurtenances (active or abandoned), or urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls or radioactive substances located on or in or under the surface of any of NSR's real properties or other assets used thereon that could, individually or in the aggregate, have a material adverse effect on NSR; and

(vii) NSR is not, nor is there any basis upon which NSR could become, responsible for any clean-up or corrective action under any Environmental Laws in any material respect. There are no material environmental audits, site assessments or studies (or drafts thereof) concerning any of the real properties, or that are in any way related to the business of NSR, that it has ever conducted or that are in its possession or control;

(v) NSR has complied with and is in compliance with all laws applicable to the operation of its business, except where such non-compliance would not, considered individually or in the aggregate, have a material adverse effect on NSR or on the ability of NSR to consummate the Transaction, and holds all material certificates, authorities, permits or licences issued by the appropriate Governmental Entity necessary to carry on the business currently carried on by it;

(w) NSR has performed in all material respects all respective obligations required to be performed by it to date under the NSR Material Contracts. NSR is not in material breach or default under any NSR Material Contract and is not aware of any condition that with the passage of time or the giving of notice or both would result in such a breach or default. NSR does not know of, nor has it received written notice of, any material breach default under (nor, to the knowledge of the NSR, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any NSR Material Contract by any other party thereto. No change of control provisions exist under any NSR Material Contracts. All NSR Material Contracts are legal, valid, binding and, to the knowledge of NSR, in full force and effect and are enforceable against NSR in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable laws affecting creditors' rights generally, and to general principles of equity) and are the product of arms' length negotiations between the parties thereto;

(x) the books and records of NSR have been maintained in accordance with all applicable laws in all material respects, and the minute books of NSR are complete and accurate in all material respects and have been maintained in accordance with the requirements of applicable law. The financial books and records and accounts of NSR in all material respects: (i) have been maintained in accordance with IFRS and requirements of applicable laws on a basis consistent with prior years; (ii) are stated in reasonable detail and fairly reflect the transactions and dispositions of assets of NSR; and (iii) fairly reflect the basis for NSR's financial statements;

(y) none of the representations, warranties or statements of fact made in this Section contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading; and

(z) there are reasonable grounds for believing that, with such belief in respect of matters relating to Subco being in reliance on the representation and warranty of Tintina in Section 2.2(y):

    (i) each Amalgamating Corporation is, and the Amalgamated Corporation will be able to pay its liabilities as they become due;

    (ii) 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

    (iii) no creditor will be prejudiced by the Amalgamation.

2.2 Representations and Warranties of Tintina

Tintina represents and warrants to and in favour of NSR as follows and acknowledges that NSR is relying upon such representations and warranties in connection with the transactions contemplated herein:

(a) Tintina is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it, is duly licensed or qualified as an extra-provincial or foreign corporation in each jurisdiction in which the character of the property and assets now owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified (save where failure to have such licence or qualification is not in the aggregate material) and Tintina has the corporate power to enter into, execute and deliver this Agreement and perform its obligations hereunder;

(b) the authorized capital of Tintina consists of an unlimited number of Tintina Shares, and 25,557,277 Tintina Shares are, as at the date hereof, validly issued and outstanding as fully paid and non-assessable;

(c) the Tintina Shares are not subject to any cease trade order issued by any securities regulatory authority;

(d) no filing or registration with, or authorization, notification, consent or approval of, any person is required in connection with the entering into of this Agreement by Tintina and the consummation of the transactions contemplated under this Agreement by Tintina except for the: (i) approval of the TSXV; and (ii) filing of the Articles of Amalgamation;

(e) except as disclosed in the Tintina Disclosure Documents and pursuant to this Agreement, no person has any agreement, option, understanding or commitment (including convertible securities, warrants or convertible obligations of any nature), for the purchase or issue of or conversion into any of the unissued Tintina Shares or any unissued securities of Tintina;

(f) the financial statements of Tintina contained in or comprising the Tintina Disclosure Documents present fairly the financial position of Tintina at the relevant dates and the results of its operations and the changes in its financial position for the periods indicated in the said statements and have been prepared in accordance with generally accepted accounting principles applied on a consistent basis;

(g) except as disclosed in the Tintina Disclosure Documents, there has been no material adverse change in the business or condition, financial or otherwise of Tintina since December 31, 2018;

(h) Tintina is the beneficial owner of the properties and assets described as being owned by it in the Tintina Disclosure Documents with good and marketable title thereto free and clear of material liens, charges, encumbrances or adverse interests, and no person has any agreement, option, understanding or commitment for the purchase of any of the properties or assets of Tintina, except as disclosed in the Tintina Disclosure Documents;

(i) the execution and delivery of this Agreement and the consummation of the Amalgamation do not and will not:

  (i) result in the breach of or violate any term or provision of the constating documents or by-laws of Tintina;

  (ii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, instrument, licence, permit or authority to which Tintina is a party or by which it is bound or to which any property of Tintina is subject or result in the creation of any lien, charge or encumbrance upon any of the assets of Tintina under any such agreement or instrument, or give to others any material interest or rights, including rights of purchase, termination, cancellation or acceleration, under any such agreement, instrument, licence, permit or authority; or

(iii) violate any provision of law or administrative regulation or any judicial or administrative order, award, judgment or decree applicable to Tintina;

(j) the execution and delivery of this Agreement has been duly approved by the members of the Tintina Board entitled to vote thereon and this Agreement constitutes a legal, valid and binding obligation, enforceable against Tintina in accordance with its terms, except as may be limited by bankruptcy, reorganization, insolvency or similar laws of general application relating to the enforcement of creditor's rights or the relief of debtors or by equitable relief including the remedies of specific performance and injunctive relief, being available only in the discretion of the applicable court;

(k) Tintina is not a party to any management contract or any oral or written contract for the employment of any officer except as disclosed in the Tintina Disclosure Documents;

(l) there are no agreements, covenants, undertakings or other commitments of Tintina or any partnership or joint venture in which it is a partner or participant or any instruments binding on any of them or any of their respective properties:

(i) under which the consummation of the Amalgamation would have the effect of imposing restrictions or obligations on Tintina materially greater than those imposed upon Tintina or any such partnership or joint venture at the date hereof;

(ii) which would give a third party, as a result of the Amalgamation, a right to terminate any material agreement to which Tintina or any such partnership or joint venture is a party or to purchase any of their respective assets;

(iii) under which the consummation of the Amalgamation would impose material restrictions on the ability of Tintina to carry on any business which it might choose to carry on within any geographical area, to acquire property or dispose of its property and assets in their entirety or to change its corporate status, other than area of mutual interest clauses and similar clauses in existing agreements; or

(iv) under which the consummation of the Amalgamation would impose material restrictions on the ability of Tintina to pay any dividends or make other distributions to its shareholders or to borrow money and to mortgage and pledge its property as security therefor;

(m) Tintina is a reporting issuer not in default under the *Securities Act* (Ontario) and has similar status and is not in default under the Securities Acts of British Columbia and Alberta, and is not a reporting issuer (or the equivalent) under any other Securities Act;

(n) the Tintina Shares are listed and posted for trading on the TSXV;

(o) Tintina has not incurred any liability for brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the Amalgamation;

(p) there are no actions, suits, proceedings or investigations commenced, or to the knowledge of Tintina contemplated or threatened, against or affecting Tintina or before or by any person or before any arbitrator of any kind which would prevent or hinder the Amalgamation or which involve the possibility of any judgment or liability which can reasonably be expected to have a material adverse effect on the business operations, properties, assets or condition, financial or otherwise, of Tintina;

(q) there are no known or anticipated material liabilities of Tintina of any kind whatsoever (including absolute, accrued or contingent liabilities) nor any commitments whether or not determined or determinable, in respect of which Tintina is or may become liable other than the liabilities disclosed on, reflected in or provided for in the financial statements contained in or comprising the Tintina Disclosure Documents or incurred in the ordinary course of business, which may have a material adverse effect on Tintina;

(r) Tintina has duly and on a timely basis filed all Tax Returns, elections and designations required to be filed by it with any Taxation Authority, or if not filed on a timely basis, all fees, penalties, interest and other amounts payable as a result thereof have been paid. No such returns, elections or designations contain any material misstatement or omit any material statements that should have been included and each return, election and designation, including accompanying schedules and statements is true, correct and complete in all material respects. Tintina has paid in full all amounts owing to each Taxation Authority due and payable by it and has withheld and remitted all amounts required by law to be withheld by it by any federal, provincial or municipal Taxation Authority. There are no proposed reassessments, audits, actions, suits, proceedings, investigations or claims which have arisen or are pending or threatened against the Corporation in respect of Taxes, nor matters under discussion with any Taxation Authority with respect to Taxes;

(s) all insurance policies maintained by Tintina are in full force and effect, all premiums due and payable thereon have been paid, and Tintina is in compliance with the material terms and conditions of such policies. Tintina has not received any notice of cancellation, termination or nonrenewal of any such policy or arrangement or any notice of material adjustment in the amount of the premiums payable with respect to any such policy, and there is no material claim pending under any of such policies or arrangements as to which coverage has been questioned, denied or disputed by the underwriters of such policies or arrangements;

(t) with respect to environmental matters:

(i) Tintina, the operation of Tintina's business and the assets owned or used by Tintina have been and are in compliance in all material respects with all Environmental Laws, including all Environmental Consents;

(ii) Tintina has not been charged with or convicted of any offence for non-compliance with Environmental Laws in any material respect, or been fined or otherwise sentenced or settled any prosecution short of conviction in any material respect and there are no notices of judgment or commencement of proceedings of any material nature and Tintina has never been investigated relating to any breach or alleged breach of Environmental Laws in any material respect;

(iii) Tintina has obtained all Environmental Consents necessary to conduct its business and to own, use and operate its properties and assets;

(iv) there are no Hazardous Substances that could, individually or in the aggregate, have a material adverse effect on Tintina, located on or in or under the surface of any real properties, and no Release of any Hazardous Substances has occurred on, in or from any real properties or has resulted from the operation of the business of Tintina and the conduct of activities thereon;

(v) Tintina has not used its properties to produce, generate, manufacture, treat, store, handle, transport or dispose of any Hazardous Substances except in material compliance with Environmental Laws;

(vi) there are no underground or aboveground storage tanks or associated piping or appurtenances (active or abandoned), or urea formaldehyde foam insulation, asbestos, polychlorinated biphenyls or radioactive substances located on or in or under the surface of any of Tintina's real properties or other assets used thereon that could, individually or in the aggregate, have a material adverse effect on Tintina; and

(vii) Tintina is not, nor is there any basis upon which Tintina could become, responsible for any clean-up or corrective action under any Environmental Laws in any material respect. There are no material environmental audits, site assessments or studies (or drafts thereof) concerning any of the real properties, or that are in any way related to the business of Tintina, that it has ever conducted or that are in its possession or control;

(u) Tintina has complied with and is in compliance with all laws applicable to the operation of its business, except where such non-compliance would not, considered individually or in the aggregate, have a material adverse effect on Tintina or on the ability of Tintina to consummate the Transaction, and holds all material certificates, authorities, permits or licences issued by the appropriate Governmental Entity necessary to carry on the business currently carried on by it;

(v) Tintina has performed in all material respects all respective obligations required to be performed by it to date under the Tintina Material Contracts. Tintina is not in material breach or default under any Tintina Material Contract and is not aware of any condition that with the passage of time or the giving of notice or both would result in such a breach or default. Tintina does not know of, nor has it received written notice of, any material breach default under (nor, to the knowledge of Tintina, does there exist any condition which with the passage of time or the giving of notice or both would result in such a breach or default under) any Tintina Material Contract by any other party thereto. All Tintina Material Contracts are legal, valid, binding and, to the knowledge of Tintina, in full force and effect and are enforceable against Tintina in accordance with their respective terms (subject to bankruptcy, insolvency and other applicable laws affecting creditors' rights generally, and to general principles of equity) and are the product of arms' length negotiations between the parties thereto;

(w) the books and records of Tintina have been maintained in accordance with all applicable laws in all material respects, and the minute books of Tintina are complete and accurate in all material respects and have been maintained in accordance with the requirements of applicable law. The financial books and records and accounts of Tintina in all material respects: (i) have been maintained in accordance with IFRS and requirements of applicable laws on a basis consistent with prior years; (ii) are stated in reasonable detail and fairly reflect the transactions and dispositions of assets of Tintina; and (iii) fairly reflect the basis for Tintina's financial statements;

(x) none of the representations, warranties or statements of fact made in this Section contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading;

(y) there are reasonable grounds for believing that, with such belief in respect of matters relating to NSR being in reliance on the representation and warranty of NSR in Section 2.1(z):

(i) each Amalgamating Corporation is, and the Amalgamated Corporation will be able to pay its liabilities as they become due;

(ii) 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

(iii) no creditor will be prejudiced by the Amalgamation;

(z) Tintina is the beneficial owner of 300,625 NSR Shares;

(aa) Tintina is the registered and beneficial owner of one common share of Subco, representing all of the issued and outstanding common shares of Subco; and

(bb) Subco is a company duly organized, validly existing and in good standing with respect to all filings required under applicable laws, has one common share outstanding, a paid-up capital of $1.00 and no liabilities.

ARTICLE 3
COVENANTS

3.1 Covenants of NSR

NSR covenants and agrees with Tintina and Subco that it will, until the earlier of the termination of this Agreement and the day following the Effective Date:

(a) convene and hold the NSR Meeting for the purpose of considering the Amalgamation as soon as reasonably practicable and in any event no later than November 27, 2019 or such later date as may be mutually agreed upon. In connection with the NSR Meeting, as promptly as reasonably practicable, NSR shall cooperate with Tintina to prepare the NSR Information Circular in form and substance satisfactory to both parties, acting reasonably, together with any other documents required by applicable law, in connection with the consideration of the Amalgamation by the shareholders of NSR. The NSR Information Circular will contain, among other things, the Valuation Report, the unanimous recommendation of the NSR Board that the shareholders of NSR vote in favour of the Amalgamation on the basis that the NSR Board has unanimously determined the Amalgamation to be in the best interests of NSR and the consideration to be paid to shareholders of NSR to be fair to the shareholders of NSR;

(b) take all reasonable actions necessary to give effect to the transactions contemplated by this Agreement, including, without limitation, soliciting proxies to be voted at the NSR Meeting in favour of the Amalgamation, and using its best efforts to obtain such approvals of the holders of NSR Shares as may be required by the OBCA and all applicable regulatory authorities, and all necessary assignments, regulatory approvals, waivers, amendments or terminations to any instruments and take all such similar or other actions or proceedings as may be necessary or advisable with a view to consummating the Amalgamation, including the joint filing with Subco of the Articles of Amalgamation under the OBCA in connection with the Amalgamation;

(c) not declare or pay any dividends or make any distribution of its properties or assets to its shareholders or to others or retire or redeem any of its outstanding shares or other of its securities;

(d) except pursuant to currently existing obligations, not issue, or enter into any agreement or agreements to issue, or grant options, warrants or rights to purchase, any shares of its capital stock or other of its securities;

(e) without the prior consent of Tintina, not merge or consolidate with, or sell or transfer all or any part of its assets to, any other person or perform any act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the Amalgamation or which would render materially inaccurate any of the representations and warranties set forth in Section 2.1 hereof (as if such representations and warranties were made at a time subsequent to such act or transaction and all references to the date of this Agreement were deemed to be as at such later date);

(f) not to make loans, advances or other payments, excluding ordinary course compensation and routine advances to employees of NSR for expenses incurred in the ordinary course, or as otherwise agreed to by Tintina in advance in writing;

(g) not to amend NSR's articles or by-laws (or equivalent thereof) in any manner which may adversely affect the success of the Transaction, except as agreed to by Tintina in writing or as required to give effect to the matters contemplated herein;

(h) subject to the provisions hereof, to cooperate fully with Tintina and to use all reasonable commercial efforts to assist Tintina in its efforts to complete the Transaction;

(i) use its reasonable best efforts to obtain all necessary assignments, regulatory approvals, waivers, amendments or terminations to any instruments and take such other measures as may be appropriate to fulfill its obligations thereunder and to consummate the Amalgamation;

(j) except as permitted or contemplated herein, not to enter into any transaction or material contract not in the ordinary course of business and not to engage in any business enterprise or activity different from that carried on as of the date hereof, unless prior written approval of Tintina is obtained;

(k) furnish to Tintina and Subco such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of NSR as may reasonably be requested by Tintina or Subco, which information shall be true and complete in all material respects and shall not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading;

(l) ensure that the information and financial statements, if any, related to NSR to be contained in the NSR Information Circular and the Tintina Information Circular and any related documentation to be distributed in connection with the solicitation of proxies by the management of NSR for the NSR Meeting or Tintina for the Tintina Meeting comply as to form and substance with the requirements of the OBCA and the Securities Acts and such information and data contained therein shall be true, correct and complete in all material respects and shall not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;

(m) promptly notify Tintina in the event that it becomes aware of any breach or threatened breach of a Voting Support Agreement by a counterparty thereto and shall, if requested by Tintina, use commercially reasonable efforts to enforce the provisions of such Voting Support Agreement, including by seeking injunctions to prevent any such breaches and to enforce specifically the terms and provisions thereof;

(n) use its commercially reasonable efforts to obtain, not later than 15 business days prior to the NSR Meeting, an executed copy of the Voting Support Agreement between Tintina and each NSR shareholder (other than Tintina) holding directly or indirectly more than 5% of the NSR Shares; and

(o) use its best efforts to cause each of the conditions precedent set forth in Sections 3.3 and 3.5 hereof to be complied with on or before the Effective Date.

3.2 Covenants of Tintina

Tintina covenants and agrees with NSR that it will, and will cause Subco, until the earlier of the termination of this Agreement and the day following the Effective Date (unless otherwise indicated):

(a) convene and hold the Tintina Meeting for the purpose of considering the Amalgamation as soon as reasonably practicable and in any event no later than November 27, 2019 or such later date as may be mutually agreed upon. In connection with the Tintina Meeting, as promptly as reasonably practicable, Tintina shall cooperate with NSR to prepare the Tintina Information Circular in form and substance satisfactory to both parties, acting reasonably, together with any other documents required by applicable law, in connection with the consideration of the Amalgamation by the shareholders of Tintina. The Tintina Information Circular will contain, among other things, the Valuation Report, the unanimous recommendation of the Tintina Board that the shareholders of Tintina vote in favour of the Amalgamation on the basis that the Tintina Board has unanimously determined the Amalgamation to be in the best interests of Tintina and the consideration to be paid to shareholders of Tintina to be fair to the shareholders of Tintina;

(b) take all reasonable actions necessary to give effect to the transactions contemplated by this Agreement, including, without limitation, soliciting proxies to be voted at the Tintina Meeting in favour of the Amalgamation, and using its best efforts to obtain such approvals of the holders of Tintina Shares as may be required by the OBCA and the TSXV and all applicable regulatory authorities, and all necessary assignments, regulatory approvals, waivers, amendments or terminations to any instruments and take all such similar or other actions or proceedings as may be necessary or advisable with a view to consummating the Amalgamation, including the joint filing by Subco with NSR of the Articles of Amalgamation under the OBCA in connection with the Amalgamation;

(c) not declare or pay any dividends or make any distribution of its properties or assets to its shareholders or to others or retire or redeem any of its outstanding shares or others of its securities;

(d) not merge or consolidate with, or sell or transfer all or any part of its assets to, any other person or perform any act or enter into any transaction or negotiation which might interfere or be inconsistent with the consummation of the Amalgamation or which would render materially inaccurate any of the representations and warranties set forth in Section 2.2 hereof (as if such representations and warranties were made at a time subsequent to such act or transaction and all references to the date of this Agreement were deemed to be as at such later date);

(e) not to amend Tintina's articles or by-laws (or equivalent thereof) in any manner which may adversely affect the success of the Transaction, except as agreed to by NSR in writing or as required to give effect to the matters contemplated herein;

(f) subject to the provisions hereof, to cooperate fully with NSR and to use all reasonable commercial efforts to assist NSR in its efforts to complete the Transaction;

(g) use its reasonable best efforts to obtain all necessary regulatory approvals (including, without limitation, the approval of the TSXV) and take such other measures as may be appropriate to fulfill its obligations thereunder and to consummate the Amalgamation;

(h) furnish to NSR such information, in addition to the information contained in this Agreement, relating to the financial condition, business, properties and affairs of Tintina and Subco as may reasonably be requested by NSR which information shall be true and complete in all material respects and shall not contain an untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading;

(i) ensure that the information and financial statements related to Tintina and Subco to be contained in the NSR Information Circular and the Tintina Information Circular and any related documentation to be distributed in connection with the solicitation of proxies by the management of NSR for the NSR Meeting or Tintina for the Tintina Meeting shall comply as to form and substance with the requirements of the OBCA and the Securities Acts and such information and data contained therein shall be true, correct and complete in all material respects and shall not contain any untrue statement of any material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein not misleading in light of the circumstances in which they are made;

(j) use all cash received or controlled by it from NSR for activities in the ordinary course of business and ensure that no such funds are used to repay any interest or debts to Juan Enrique Rassmuss R and his affiliates, or to pay any salary or bonuses to Juan Enrique Rassmuss R and his affiliates; however, such funds may be used to pay customary fees to Juan Enrique Rassmuss R in connection with his role as a director;

(k) use best efforts to enter into an agreement with Juan Enrique Rassmuss R prior to the Effective Date, evidencing that all current liabilities and any interest thereon owed to Juan Enrique Rassmuss R and his affiliates in Tintina will be postponed for a period of three (3) years; and

(l) use its reasonable best efforts to cause each of the conditions precedent set forth in Sections 3.3 and 3.4 hereof to be complied with on or before the Effective Date.

3.3 Mutual Conditions

The respective obligations of each of the Companies to consummate the Amalgamation shall be subject to fulfillment, on or before the Effective Date, of the following conditions:

(a) the Amalgamation shall have been approved at the NSR Meeting in accordance with the provisions and requirements of the OBCA, MI 61-101, as applicable, all applicable laws, rules, regulations and policies, including the rules and/or policies of the TSXV, and all other governmental and regulatory orders and decrees;

(b) there shall not be in force any order or decree restraining or enjoining the consummation of the Amalgamation; and

(c) receipt of all necessary regulatory requirements and approvals, including, without limitation, conditional approvals required in respect of the listing and posting for trading on the TSXV of the Tintina Shares to be issued pursuant to the Exchange Ratio.

3.4 Conditions to Obligations of NSR

The obligation of NSR to consummate the Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by NSR without prejudice to its right to rely on any other or others of them:

(a) each of the acts and undertakings of Tintina and Subco to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it;

(b) Tintina and Subco shall have furnished NSR with a legal opinion, dated the day of the Effective Date, satisfactory in form and substance in all material respects to NSR, to the effect that:

  (i) Tintina and Subco are each validly existing under their jurisdiction of incorporation and each has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it;

  (ii) each of Tintina and Subco have taken all necessary corporate action to authorize the execution and delivery of this Agreement and the consummation of the Amalgamation;

  (iii) the Tintina Shares issuable in connection with the Transaction have been duly authorized and validly allotted for issuance by Tintina and such shares, when issued, will be outstanding as fully paid and non-assessable shares;

  (iv) each of this Agreement and the Amalgamation Agreement has been duly executed by Tintina and Subco and is a legal, valid and binding obligation of Tintina and Subco, as applicable, enforceable against each company in accordance with its terms;

  (v) the execution, delivery and performance by each of Tintina and Subco of its obligations under this Agreement and the Amalgamation Agreement do not and will not conflict with or result in the breach of any provisions of the constating documents of either Tintina and Subco; and

  (vi) the issuance of the Tintina Shares in connection with the Transaction are exempt from the "prospectus requirement" (as such term is defined in National Instrument 14-101 *Definitions*) of applicable Canadian securities laws under Section 2.11 of NI 45-106 and will generally not be subject to any resale restrictions under applicable Canadian securities laws;

(c) Tintina shall have complied with its covenants contained in Article 3 hereof and, except as affected by the transactions contemplated by this Agreement or referred to or contemplated in the NSR Information Circular and/or the Tintina Information Circular, the representations and warranties of Tintina contained in Section 2.2 shall be true in all material respects as of the Effective Date with the same effect as though made at and as of such time and NSR shall have received a certificate of a senior officer of Tintina to that effect, dated as of the Effective Date;

(d) receipt of all required third party and regulatory approvals by Tintina required to complete the Transaction, including, without limitation, the approval of the TSXV;

(e) the Tintina Shares that are issued as consideration for the NSR Shares pursuant to the Exchange Ratio shall be issued as fully paid and non-assessable common shares in the capital of Tintina, free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature;

(f) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Tintina, financial or otherwise, between the date hereof and the Effective Date, except for a decrease in Tintina's working capital position reasonably necessary to facilitate the Transaction and to meet its customary obligations as a publicly traded company;

(g) there being no legal proceeding or regulatory actions or proceedings against Tintina, on a consolidated basis, at the Effective Date which may, if determined against the interest of Tintina, have a material adverse effect on Tintina or its business, assets or financial condition;

(h) there being no prohibition at law against the completion of the Transaction; and

(i) there being no inquiry or investigation (whether formal or informal) in relation to Tintina or its directors or officers, commenced or threatened by any Governmental Entity or official of the TSXV or any securities regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on Tintina or its business, assets or financial condition.

3.5 Conditions to Obligations of Tintina

The obligation of Tintina to consummate, and to cause Subco to consummate, the Amalgamation is subject to the satisfaction, on or before the Effective Date, of the following conditions, any of which may be waived by Tintina without prejudice to its right to rely on any other or others of them:

(a) each of the acts and undertakings of NSR to be performed on or before the Effective Date pursuant to the terms of this Agreement shall have been duly performed by it;

(b) NSR shall have furnished Tintina with a legal opinion dated the day of the Effective Date, satisfactory in form and substance in all material respects to Tintina, to the effect that:

    (i) NSR is validly existing under the laws of its jurisdiction of incorporation and has the corporate power to own or lease its property and assets and to carry on its business as now conducted by it;

(ii) NSR has taken all necessary corporate action to authorize the execution and delivery of this Agreement and the consummation of the Amalgamation;

(iii) each of this Agreement and the Amalgamation Agreement has been duly executed by NSR and is a legal, valid and binding obligation of NSR, enforceable against NSR in accordance with its terms; and

(iv) the execution, delivery and performance by NSR of its obligations under this Agreement and the Amalgamation Agreement do not and will not conflict with or result in the breach of any provisions of the constating documents of NSR;

(c) NSR shall have complied with its covenants contained in Article 3 hereof and, except as affected by the transactions contemplated by this Agreement or referred to or contemplated in the NSR Information Circular and/or the Tintina Information Circular, the representations and warranties of NSR contained in Section 2.1 shall be true in all material respects as of the Effective Date with the same effect as though made at and as of such time and Tintina shall have received a certificate of a senior officer of NSR to that effect, dated as of the Effective Date;

(d) Tintina shall have received on the date of this Agreement executed copies of the Voting Support Agreements between it and each: (i) member of the NSR Board; and (ii) officer of NSR;

(e) receipt of all required third party and regulatory approvals by NSR, including, without limitation the approval of NSR's shareholders (including minority approval if required under MI 61-101) for any relevant matters;

(f) the aggregate number of NSR Shares held, directly or indirectly, by those holders of such shares who have validly exercised Dissent Rights and not withdrawn such exercise in connection with the Transaction (or instituted proceedings to exercise Dissent Rights) shall not exceed 5% of the aggregate number of NSR Shares issued and outstanding immediately prior to the Effective Date;

(g) no material adverse change shall have occurred in the business, results of operations, assets, liabilities, financial condition or affairs of NSR, financial or otherwise, between the date hereof and the Effective Date;

(h) there being no legal proceeding or regulatory actions or proceedings against NSR, on a consolidated basis, at the Effective Date which may, if determined against the interest of NSR, have a material adverse effect on NSR or its business, assets or financial condition;

(i) there being no prohibition at law against the completion of the Transaction;

(j) there being no inquiry or investigation (whether formal or informal) in relation to NSR or its directors or officers commenced or threatened by any Governmental

Entity or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on NSR or its business, assets or financial condition;

(k) NSR's shall not have any indebtedness, liabilities or obligations of any nature, except for: (i) liabilities and obligations that are specifically disclosed in NSR's most recent financial statements as filed on SEDAR; or (ii) liabilities and obligations in the ordinary course of business that are consistent with past practice;

(l) receipt by Tintina of the written mutual release and resignation from all positions with NSR from each member of the NSR Board and such officers of NSR as Tintina may request.

3.6 Insurance

Provided that those directors and officers of NSR asked to resign by Tintina have executed a mutual release with Tintina and NSR, in form and substance satisfactory to Tintina, acting reasonably, Tintina covenants and agrees that all rights to indemnification or exculpation in favour of current and former directors or officers of NSR, as provided in the articles and by-laws thereof, or in any agreement to be entered into on or prior to the Effective Date, and any directors' and officers' insurance now existing in favour of the directors and officers of NSR, shall survive the completion of the Transaction and shall continue in full force and effect for a period of not less than six (6) years from the Effective Date. Further, Tintina acknowledges that, on or prior to the Effective Date, NSR shall enter into standard indemnification agreements with its current directors and officers, which indemnification agreements shall be satisfactory to NSR, acting reasonably.

3.7 Alternative Transaction

NSR agrees to cooperate in good faith with Tintina and Subco and to take all reasonable steps and actions to assist Tintina and Subco complete the Transaction as promptly as practicable. In addition, in the event that Tintina or Subco concludes that it is necessary or desirable to: (i) proceed with another form of transaction (such as a plan of arrangement); or (ii) change the order of steps in the Transaction for tax or other valid business reasons, in each case whereby Tintina, Subco or either of their affiliates would effectively acquire all of the NSR Shares within the same time periods and on economic terms (including, without limitation, tax treatment) having consequences to the shareholders of NSR (other than Tintina) which are equivalent to or better than those contemplated by this Agreement (an "**Alternative Transaction**"), NSR agrees to support the completion of such Alternative Transaction in the same manner as the Transaction and shall otherwise fulfill its covenants contained in this Agreement in respect of such Alternative Transaction.

3.8 Satisfaction of Conditions

The conditions set out in this Article 3 shall be conclusively deemed to have been satisfied, waived or released on the filing of the Articles of Amalgamation under the OBCA.

3.9 Share Certificates of the Amalgamated Corporation

After the filing of the Articles of the Amalgamation and the issuance of a Certificate of Amalgamation therefor, Tintina shall be entitled to receive share certificate(s) representing the number of Common Shares which is equal to the number of Tintina Shares issuable to the former holders of NSR Shares.

3.10 Surrender of Share Certificates

At any time after the Effective Date, a holder of NSR Shares may surrender to Tintina the certificates representing such NSR Shares and, subject to the provisions of the OBCA and this Agreement, such shareholder, in return therefor, shall be entitled to receive certificates evidencing Tintina Shares on the basis set out in the Amalgamation Agreement.

ARTICLE 4
NO SOLICITATION

4.1 No Solicitation

During the period commencing on the date hereof and continuing until the first to occur of: (i) the Effective Date; and (ii) the Termination Date, NSR agrees that it will not, directly or indirectly, and will not authorize or permit any representative to, directly or indirectly, (a) solicit, initiate, encourage, engage in or respond to (other than to decline) any inquiries or proposals regarding any merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of its assets, any recapitalization, reorganization, liquidation, material sale or issue of treasury securities or rights or interests therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar transaction which would or could, in any case, constitute a de facto change of control (each an "**Acquisition Proposal**"), other than the Amalgamation; (b) encourage or participate in any discussions or negotiations regarding any Acquisition Proposal; (c) agree to, approve or recommend an Acquisition Proposal; or (d) enter into any agreement related to an Acquisition Proposal provided, however, that subject as hereinafter provided, nothing shall prevent NSR from furnishing nonpublic information to, or entering into a confidentiality agreement and/or discussions and/or negotiations with, any person in response to a bona fide unsolicited Acquisition Proposal that is submitted by such person in writing after the date hereof which is not withdrawn if: (i) the independent members of the NSR Board unanimously conclude in good faith, after consultation with counsel, that such action is required in order for the directors to comply with their fiduciary obligations under applicable law; and (ii) prior to furnishing such non-public information to, entering into a confidentiality agreement with, or entering into discussions with, such person, NSR gives Tintina written notice of its intention to furnish non-public information to, enter into a confidentiality agreement with, or enter into discussions with, such person forty-eight (48) hours prior to entering into such confidentiality agreement. NSR shall immediately after the execution hereof terminate all existing discussions or negotiations with any person (other than those ongoing between them) with respect to any potential Acquisition Proposal. Concurrent with the execution hereof NSR shall advise Tintina of any current Acquisition Proposal and NSR shall promptly notify Tintina of any future Acquisition Proposal which any of its directors, senior officers or agents is or becomes aware of, any amendment to any of the foregoing or any request for non-public information relating to NSR. Such notice shall include a description of the material terms and conditions of any such proposal and the identity of the person making such proposal, inquiry, request or contact.

As used in this agreement, "de facto change of control" means, with respect to NSR, the purchase or sale of 20% or more of the assets of NSR or any purchase or sale of, or tender or exchange offer for, voting securities of NSR that, if consummated, would result in any person (or the shareholders of such person), other than Tintina, beneficially owning securities representing 20% or more of the total voting power of NSR

4.2 Superior Proposals

NSR or its directors may, in respect of any Acquisition Proposal received by them prior to the approval by the NSR shareholders of the Amalgamation, change their recommendation to NSR shareholders regarding the approval of the Amalgamation (a "**Recommendation Change**") if prior to the Recommendation Change: (i) they have determined that such Acquisition Proposal constitutes a Superior Proposal and advised Tintina of that fact and their intention to make a Recommendation Change; (ii) Tintina has been provided with a copy of the document containing such Superior Proposal (with such deletions as are necessary to protect any confidential portions of such document, provided that material terms and conditions of, and the identity of the person making, such Superior Proposal may not be deleted); and (iii) five (5) business days have elapsed from the later of the date on which Tintina received the material required to be provided to it pursuant to (i) and (ii). NSR and Tintina agree that if Tintina so elects, during the five (5) business day period referred to in (iii), they and their financial and legal advisors shall negotiate in good faith to make such adjustments to the terms and conditions of this Agreement as would enable NSR to not make its Recommendation Change, while allowing their respective boards of directors to comply with their fiduciary duties under applicable law. During such five (5) business day period, NSR shall not enter into any agreement in respect of the Superior Proposal with the party making the Superior Proposal; provided, however, that NSR may, during that time, enter into or continue discussions with such party, but such discussions shall in no way affect the rights of Tintina under this Agreement to require that NSR hold the NSR Meeting and, if the NSR shareholders approve the Amalgamation and the other conditions for NSR's benefit are satisfied or waived, proceed to complete the Amalgamation.

The NSR Board may communicate to the NSR shareholders its Recommendation Change in such manner as it may elect, including the issuance of a press release and such other communication it determines necessary. The first public announcement or other communication to the NSR shareholders of the Recommendation Change is referred to as the "**Change Date**".

At any time following the Change Date, Tintina may elect, by notice in writing to NSR, to terminate this Agreement pursuant to Section 4.4 hereof, and upon Tintina so doing, NSR will be obliged to make payment of the Compensation Fee contemplated by, and in accordance with, Section 4.3 hereof; alternatively, notwithstanding any Recommendation Change, Tintina may require NSR to hold the NSR Meeting, and if Tintina takes no action, it shall be deemed to have not terminated this Agreement and NSR will proceed to hold the NSR Meeting.

As used in this Agreement, "**Superior Proposal**" means a bona fide unsolicited written Acquisition Proposal received after the date hereof that: (A) is not conditional on obtaining financing; (B) in respect of which the independent directors of NSR have unanimously determined in good faith, after consultation with, and receiving advice (which may include a written opinion) from, as appropriate, their financial, legal and other advisors that such Acquisition Proposal would, if consummated in accordance with its terms, result in a transaction which is more favourable from a financial point of view to the holders of NSR Shares than the Transaction (taking into consideration any adjustment to the terms and conditions of the Transaction proposed by Tintina pursuant to this Section 4.2).

4.3 Compensation Fee

If:

(a) following a Recommendation Change to shareholders by NSR in accordance with Section 4.2 hereof, the NSR shareholders do not approve the Amalgamation at the NSR Meeting; or

(b) (i) following the date of this Agreement NSR receives a written Acquisition Proposal that has been publicly announced or otherwise disclosed to the public which is determined to be a Superior Proposal; (ii) the NSR shareholders do not approve the Amalgamation at the NSR Meeting; and (iii) within 250 days following the date of the NSR Meeting NSR accepts, approves or recommends, or enters into an agreement (whichever occurs first) with respect to any merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of its assets, any recapitalization, reorganization, liquidation, material sale or issue of treasury securities or rights or interests therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar amalgamation which would or could, in any case, constitute a de facto change of control, whether or not such amalgamation is the Acquisition Proposal received following the date of this Agreement,

(any such event being a "**Triggering Event**"), then NSR shall pay Tintina an amount in cash equal to $200,000 (the "**Compensation Fee**"). Such payment will be made by NSR in immediately available funds to an account designated by Tintina. Such payment shall be made, in the circumstances set forth in Section 4.3(a) or 4.3(b) hereof, within three (3) business days of the termination of this Agreement by Tintina or the vote by the NSR shareholders at the NSR Meeting, and, in the circumstances set forth above, at the time that is the first to occur of such Acquisition Proposal being accepted, approved or recommended or an agreement with respect to such Acquisition Proposal being executed. The obligation to make any payment required by this paragraph shall survive any termination of this Agreement.

NSR and Tintina hereby each acknowledge that the payment amount set out in this subparagraph is a payment of liquidated damages which is a pre estimate of the damages which Tintina will suffer or incur as a result of the event giving rise to such damages and the resultant non completion of the Amalgamation and is not a penalty. NSR hereby irrevocably waives any right it may have to raise as a defence that any such liquidated damages are excessive or punitive. Upon receipt of payment of such amount by Tintina, Tintina shall have no further claim against NSR in respect of the failure to complete the Amalgamation, provided that nothing herein shall preclude Tintina from seeking injunctive relief to restrain any breach or threatened breach by NSR of any of its obligations hereunder or otherwise to obtain specific performance without the necessity of posting bond or security in connection herewith. In addition, neither party is precluded from seeking damages in respect of any breach of this Agreement by the other party which breach occurred prior to the termination hereof.

4.4 Termination

This Agreement may be terminated by:

(a) the mutual consent of the Companies;

(b) Tintina in the circumstances permitted by Section 4.2 hereof; or

(c) Tintina or NSR (as used in this subparagraph, the "**first party**"), if the other party provides notice of its inability to comply with any of the covenants, conditions or agreements to be complied with or satisfied by it hereunder and provides to the first party such details and supporting materials relating to such inability as the first party shall reasonably request in order to assess the impact thereof;

(d) Tintina, in the event that the NSR Information Circular for the NSR Meeting has not been mailed to NSR's security holders on or prior to November 1, 2019, or the Amalgamation has not been completed by December 31, 2019, as a result of the failure of one or more of the conditions in a party's favour to be satisfied (or waived by that party); or

(e) NSR, in the event that the Tintina Information Circular for the Tintina Meeting has not been mailed to Tintina's security holders on or prior to November 1, 2019, or the Amalgamation has not been completed by December 31, 2019, as a result of the failure of one or more of the conditions in a party's favour to be satisfied (or waived by that party).

The date upon which this agreement is terminated pursuant to this Section 4.4 is referred to herein as the "**Termination Date**". Termination of this Agreement shall not relieve either party of the obligations it may then have pursuant to Section 4.3 and Sections 6.2 and 6.4 hereof.

ARTICLE 5
AMENDMENT

5.1 Amendment

This Agreement may, at any time and from time to time before or after the holding of the NSR Meeting, be amended by written agreement of the Companies without further notice to or authorization on the part of the holders of NSR Shares (provided that such amendment does not materially adversely change the consideration to be received by the holders of NSR Shares) without the prior approval of such holders in the same manner as required for the Amalgamation and any such amendment may, without limitation:

(a) change the time for performance of any of the obligations or acts of the Companies;

(b) waive any inaccuracies in, or modify, any representation contained herein or in any document delivered pursuant hereto;

(c) cure any ambiguity in or correct or supplement any provision hereof;

(d) to the extent permitted by law and the applicable regulatory authorities, waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Companies; and/or

(e) amend this Agreement in accordance with or to comply with the directions or requirements of any regulatory authority.

ARTICLE 6
GENERAL

6.1 Binding Effect

This Agreement shall be binding upon and enure to the benefit of the Companies and their respective successors and permitted assigns.

6.2 Expenses

Whether or not the Amalgamation becomes effective and, except as hereinafter provided, each of NSR and Tintina shall pay its own expenses in connection with the preparation and execution of this Agreement and the transactions contemplated hereby or incidental hereto. NSR hereby agrees that, in the event that a Compensation Fee is payable by NSR, NSR shall also reimburse Tintina for legal expenses incurred by Tintina in connection with the Transaction to a maximum of $100,000, exclusive of Taxes.

6.3 Assignment

No Company may assign its rights or obligations under this Agreement without the prior written consent of each of the other Companies.

6.4 Announcements

Each of the Companies shall cooperate with the others in releasing information concerning this Agreement and the Amalgamation and shall furnish to the others drafts of all releases prior to publication; provided, however, that nothing contained herein shall prevent any Company at any time from furnishing any information to any Governmental Entity or as otherwise required by law.

6.5 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement by a Company shall be in writing and shall be personally delivered to the addressee or sent by electronic mail 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 electronic mail 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.

(a) if to NSR:

NSR Resources Inc.
82 Richmond Street East
Toronto, Ontario M5C 1P1

Attention: Eugenio Ferrari
Email: eferrari@cemin.com

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

Carmelo Marrelli, Chairman, Independent Committee, NSR Resources Inc.
82 Richmond Street East
Toronto, Ontario M5C 1P1

Email: carm@marrellisupport.ca

And to:

CC Corporate Counsel Professional Corporation
100 Bass Pro Mills Drive, Suite 49
Vaughan, Ontario L4K 5X1

Attention: Michael Bluestein
Email: mbluestein@corpcounsel.ca

(b) if to Tintina or Subco:

Tintina Mines Limited
82 Richmond Street East
Toronto, Ontario M5C 1P1

Attention: Eugenio Ferrari
Email: eferrari@cemin.com

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

CC Corporate Counsel Professional Corporation
100 Bass Pro Mills Drive, Suite 49
Vaughan, Ontario L4K 5X1

Attention: Michael Bluestein
Email: mbluestein@corpcounsel.ca

6.6 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.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

NSR RESOURCES INC.

Per: *"Eugenio Ferrari"*
Authorized Signatory

TINTINA MINES LIMITED

Per: *"Juan Enrique Rassmuss R"*
Authorized Signatory

2716207 ONTARIO INC.

Per: *"Carmelo Marrelli"*
Authorized Signatory

SCHEDULE "A"

FORM OF AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the ___ day of ______________, 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 hall 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.

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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

SCHEDULE “B”

NSR – CONVERTIBLE SECURITIES OUTSTANDING

1,920,000 stock options of NSR with a weighted average exercise price of $0.05 each and an expiry date of November 29, 2023.

SCHEDULE "C"

FORM OF VOTING SUPPORT AGREEMENT

VOTING SUPPORT AGREEMENT

In consideration of Tintina Mines Limited (the "**Purchaser**") entering into an agreement dated October 15, 2019 (the "**Business Combination Agreement**") with NSR Resources Inc. (the "**Company**") and 2716207 Ontario Inc. ("**Subco**"), a wholly-owned subsidiary of the Purchaser, providing for a business combination involving the Company, the Purchaser and Subco (the "**Transaction**"), this voting support agreement (the "**Agreement**") dated as of October ____, 2019 sets out the terms on which (the "**Consenting Securityholder**") undertakes to take certain actions and do certain things to support the Transaction.

A. **WHEREAS** the Company is proposing to hold a special meeting (the "Company Meeting") of the shareholders of the Company to approve, *inter alia*, (i) the direct or indirect acquisition of the common shares of the Company by the Purchaser by way of the Transaction; and (ii) such other ancillary matters as the board of directors of the Company (the "**Board**") may deem necessary in order to give effect to the Transaction;

B. **WHEREAS** the Consenting Securityholder wishes to support the Transaction subject to the terms and conditions contained herein; and

C. **WHEREAS** the parties have agreed to enter into this Agreement to provide for the support by the Consenting Securityholder of the Transaction;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Defined Terms.

(a) Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed thereto in the Business Combination Agreement.

(b) The Consenting Securityholder and the Purchaser are collectively referred to as the "**parties**" and each a "**party**".

(c) "**Common Shares**" means the common shares in the capital of the Company.

(d) "**Relevant Securities**" means the Common Shares, options to acquire Common Shares, and other convertible securities of the Company listed on Schedule "A" and any Common Shares acquired by the Consenting Securityholder or any affiliate of the Consenting Securityholder subsequent to the date hereof, and shall include all securities which such Relevant Securities may be converted into, exchanged for or otherwise changed into.

1.2 Certain Rules of Interpretation.

In this Agreement, unless otherwise specified:

(a) **Headings, etc**. The division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Agreement.

(b) **Gender and Number**. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.

(c) **Certain Phrases, etc.** The words: (i) "**including**", "**includes**" and "**include**" mean "**including (or includes or include) without limitation**"; and (ii) unless stated otherwise, "**Article**", "**Section**", and "**Schedule**" followed by a number or letter mean and refer to the specified Article or Section of or Schedule to this Agreement.

(d) **References to persons and Agreements**. Any reference to a person includes its **heirs, administrators, executors, legal personal representatives**, successors and permitted assigns. The term "**Agreement**" and any reference in this Agreement to this Agreement or any other agreement or document includes, and is a reference to, this Agreement or such other agreement or document as it may have been, or may from time to time be amended, restated, replaced, supplemented or novated and includes all Schedules to it.

(e) **Computation of Time**. A period of time is to be computed as beginning on the day following the event that began the period and ending at 4:30 p.m. on the last day of the period, if the last day of the period is a business day, or at 4:30 p.m. on the next business day if the last day of the period is not a business day.

(f) **Time References**. References to time are to local time, Toronto, Ontario.

1.3 Schedule.

The Schedule attached to this Agreement forms an integral part of this Agreement for all purposes of it.

ARTICLE 2
REPRESENTATIONS AND WARRANTIES

2.1 Representations and Warranties of Consenting Securityholder.

(a) The Consenting Securityholder hereby represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying upon such representations and warranties) that:

(i) The Consenting Securityholder is the registered and/or beneficial owner of, or exercises control or direction over, all of the Relevant Securities listed in Schedule “A”, in each case free and clear of all liens, charges or other encumbrances.

(ii) Other than the Relevant Securities, the Consenting Securityholder does not own (as registered owner or beneficial owner), or exercise control or direction over, any Common Shares or any options, warrants or other rights to acquire any additional Common Shares or any security exercisable for or convertible into Common Shares.

(iii) Except pursuant hereto, no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Relevant Securities, or any interest therein or right thereto, and none of the Relevant Securities are subject to any proxy, voting trust, vote pooling or other agreement with respect to the right to vote the Relevant Securities, call meetings of holders of the Common Shares or give consents or approvals of any kind.

(iv) The Consenting Securityholder has the full authority and capacity to vote or direct the voting of the Relevant Securities, to give or cause to be given a proxy for the Relevant Securities in connection with the Company Meeting, and has the power and authority to dispose of the entire legal and beneficial interest in the Relevant Securities.

(v) This Agreement has been duly executed and delivered by the Consenting Securityholder and constitutes a legal, valid and binding obligation of the Consenting Securityholder, enforceable in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors’ rights generally and general principles of equity.

(vi) The execution and delivery of this Agreement by the Consenting Securityholder and the performance by the Consenting Securityholder of its obligations contemplated herein do not and will not: (i) violate or conflict with any judgment, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Consenting Securityholder or any of its assets, (ii) require any consent, approval or authorization of, or declaration or filing with, any Governmental Entity or other person on the part of the Consenting Securityholder, or (iii) constitute a default, violation or breach under any contract, commitment, agreement, arrangement, understanding or restriction to which the Consenting Securityholder is a party or by which it is bound.

(vii) To the best of its knowledge, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against the Consenting Securityholder or any of its properties that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Consenting Securityholder's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

2.2 Representations and Warranties the Purchaser.

(a) The Purchaser hereby represents and warrants to the Consenting Securityholder (and acknowledges that the Consenting Securityholder is relying upon such representations and warranties) that:

(i) The Purchaser is a corporation existing under the laws of the Province of Ontario.

(ii) The Purchaser has all necessary corporate power and authority to execute and deliver this Agreement.

(iii) This Agreement has been duly executed and delivered by the Purchaser, and constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms, subject to laws of general application and bankruptcy, insolvency and other similar laws affecting creditors' rights generally and general principles of equity.

(iv) The execution and delivery of and performance by the Purchaser of this Agreement: (i) do not and will not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) constitute or result in a violation or breach of, or conflict with, or allow any other person to exercise any rights under, any of the terms or provisions of their respective constating documents or by-laws; and (ii) do not and will not (or would not with the giving of notice, the lapse of time or the happening or any other event or condition) constitute or result in a breach or violation of, or conflict with or allow any other person to exercise any rights under, any of the terms or provisions of any material contracts or instruments to which it is a party.

(v) To the best of the knowledge of the Purchaser, there is no proceeding, claim or investigation pending before any Governmental Entity, or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Purchaser's ability to execute and deliver this Agreement and to perform its obligations contemplated by this Agreement.

ARTICLE 3
CONSENTING SECURITYHOLDER COVENANTS

3.1 Transfer of Relevant Securities.

(a) The Consenting Securityholder agrees that during the term of this Agreement, it will not, except as expressly contemplated by this Agreement, directly or indirectly, in any manner:

(i) sell, transfer, gift, assign, pledge, hypothecate, encumber, convert or otherwise dispose of any of the Relevant Securities or any interest therein or enter into any agreement, arrangement or understanding in connection therewith, provided that, the Consenting Securityholder may: (i) exercise options to acquire additional Common Shares; and (ii) transfer Relevant Securities to a corporation, family trust, registered retirement savings plan or other entity directly or indirectly owned or controlled by the Consenting Securityholder or under common control with or controlling the Consenting Securityholder, provided that (w) such transfer shall not relieve or release the Consenting Securityholder of or from its obligations under this Agreement, including, without limitation, the obligation of the Consenting Securityholder to vote or cause to be voted all Relevant Securities in favour of the Transaction, (x) prompt written notice of such transfer is provided to the Purchaser, (y) the transferee agrees to be bound by the terms hereof pursuant to documentation approved in writing by the Purchaser in advance of such transfer, and (z) the transferee continues to be a corporation or other entity directly or indirectly controlling the Consenting Securityholder, or owned or controlled by the Consenting Securityholder, at all times prior to the Effective Date; or

(ii) deposit any of the Relevant Securities into a voting trust, or grant (or permit to be granted) any proxies or powers of attorney or attorney in fact, or enter into a voting agreement, understanding or arrangement, with respect to the voting of its Relevant Securities, in each case, without having first obtained the prior written consent of the Purchaser, which consent is within the sole discretion of the Purchaser and may be unreasonably withheld.

3.2 Non-Solicitation.

(a) The Consenting Securityholder agrees that it shall:

(i) not, directly or indirectly:

(A) solicit, initiate, knowingly encourage or otherwise facilitate, (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Company or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer regarding an Acquisition Proposal or potential Acquisition Proposal;

(B) enter into or otherwise engage or participate in any substantive discussions or negotiations with any person (other than the Purchaser) regarding any inquiry, proposal or offer regarding an Acquisition Proposal or potential Acquisition Proposal;

(C) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, any Acquisition Proposal; and

(D) accept or enter into or propose publicly to accept or enter into a contract with any person relating to an Acquisition Proposal; and

(ii) immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussions or negotiations commenced prior to the date of this Agreement with any person (other than the Purchaser) by or on behalf of the Consenting Securityholder with respect to any Acquisition Proposal or potential Acquisition Proposal, whether or not initiated by the Consenting Securityholder, provided that if at any time, prior to obtaining the approval by the holders of Common Shares eligible to vote in respect of the resolution authorizing the Transaction, the Company receives a written Acquisition Proposal that did not result from a breach of any provision of any agreement then in effect between the Company and the Purchaser, the Consenting Securityholder may engage in or participate in discussions or negotiations with such person regarding such Acquisition Proposal provided that: (i) the Board first determines that such Acquisition Proposal is or could reasonably be expected to lead to a Superior Proposal; (ii) the Company is otherwise permitted to take such actions under any provision of any agreement then in effect between the Company and the Purchaser (including that such person making such Acquisition Proposal has entered into a confidentiality agreement with the Company); and (iii) such Acquisition Proposal did not result from a breach by the Consenting Securityholder of the provisions of this Agreement.

3.3 Voting.

(a) The Consenting Securityholder hereby irrevocably covenants, undertakes and agrees that it shall:

(i) vote (or cause to be voted) all of the Relevant Securities (to the extent that such Relevant Securities are entitled to a vote in respect of such matters):

(A) in favour of the approval, consent, ratification and adoption of the Transaction (and any actions required in furtherance thereof) at every meeting of the securityholders of the Company at which such matters are considered and at every adjournment or postponement thereof, and not withdraw any proxies or change its vote in respect thereof; and

(B) against any resolution proposed by the Company or any other person that would reasonably be expected to adversely affect or reduce the likelihood of the successful completion of the Transaction or delay or interfere with, the completion of the Transaction;

(ii) except as contemplated by this Agreement, not vote or grant to any person other than the Purchaser a proxy to vote or enter into any voting trust, vote pooling or other agreement with respect to the right to vote the Relevant Securities (and will cause such Relevant Securities not to be voted) in favour of any Acquisition Proposal;

(iii) deliver, or cause to be delivered, to the Company's transfer agent, or as otherwise directed by the Company, after receipt of proxy materials for, and no later than ten (10) days before the date of, the Company Meeting or any other meeting of the securityholders (or any of them) of the Company called for the purpose of approving the Transaction, a duly executed proxy directing that the Relevant Securities be voted at such meeting in favour of the Transaction and all related matters;

(iv) not support any action that is intended or would reasonably be expected to impede, interfere with, delay, postpone or discourage the completion of the Transaction; and

(v) not do anything that would reasonably be expected to frustrate or hinder the consummation of the Transaction.

(b) The Consenting Securityholder shall not, and hereby agrees not to:

(i) assert or exercise any Dissent Rights in respect of the Transaction or the transactions associated therewith that the Consenting Securityholder may have; and

(ii) commence or participate in, and shall, and hereby agrees to, take all actions necessary to opt out of any class in any class action with respect to, any claim, derivative or otherwise, against the Company or Purchaser or any of their subsidiaries (or any of their respective successors) relating to the negotiation, execution and delivery of any agreement relating to the Transaction or the consummation of the Transaction.

(c) The Consenting Securityholder hereby revokes any and all previous proxies granted that may conflict or be inconsistent with the matters set forth in this Agreement and the Consenting Securityholder agrees not to, directly or indirectly, grant any other proxy or power of attorney with respect to the matters set forth in this Agreement except as expressly required or permitted by this Agreement.

3.4 Change in Nature of Transaction.

(a) In the event that: (a) the Company, with the agreement of the Purchaser, determines in its good faith judgment that it is necessary or desirable to proceed with an alternative transaction structure, including a plan of arrangement, take-over bid or asset purchase, in conjunction with or instead of the Transaction; (b) such alternative transaction provides the same, or better, financial treatment to all affected parties and the financial implications (including Tax) for the Consenting Securityholder are the same or better; and (c) such alternative transaction is capable of being completed on or before December 31, 2019, (as described in each of the foregoing clauses (a), (b) and (c), a "**Revised Transaction**"), the Consenting Securityholder shall support the completion of the Revised Transaction in the same manner and to the same extent that it has agreed to support the Transaction under this Agreement and, in the event of a take-over bid, tender the Relevant Securities to such bid.

(b) In the event of any proposed Revised Transaction, the references in this Agreement to the Transaction shall be deemed to be changed to "Revised Transaction" and all terms, covenants, representations and warranties of this Agreement shall be and shall be deemed to have been made in the context of the Revised Transaction.

3.5 No Agreement as Director or Officer.

The Consenting Securityholder makes no agreement or understanding in this Agreement in its capacity as a director or officer of the Company, and nothing in this Agreement: (a) will limit or affect any actions or omissions taken by the Consenting Securityholder in its capacity as such a director or officer, including in exercising rights under the Agreement, and no such actions or omissions shall be deemed a breach of this Agreement; or (b) will be construed to prohibit, limit or restrict the Consenting Securityholder from exercising its fiduciary duties as a director or officer of the Company.

ARTICLE 4
TERMINATION

4.1 Termination.

(a) This Agreement shall automatically terminate upon the earlier of:

(i) the Effective Date; and

(ii) the mutual consent in writing of the parties.

(b) This Agreement may be terminated by the Consenting Securityholder if:

(i) any representation or warranty of the Purchaser under this Agreement is untrue or incorrect in any material respect;

(ii) the form or amount of the consideration offered by the Purchaser to the holders of Common Shares pursuant to the Transaction is reduced or changed and publicly announced by the Purchaser in any respect that is, in each case, materially adverse to the Consenting Securityholder;

(iii) the Board publicly announces its recommendation in support of a Superior Proposal; or

(iv) the Transaction is not completed by December 31, 2019, provided that at the time of such termination, the Consenting Securityholder is not in material default in the performance of its obligations under this Agreement.

4.2 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of this Article 4, no party shall have any further liability to perform its obligations under this Agreement except as expressly contemplated by this Agreement, and provided that neither the termination of this Agreement nor anything contained in this Article 4 shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants made herein.

4.3 Remedies.

The parties agree that irreparable harm would occur for which money damages would not be an adequate remedy at law in the event that any of the provisions of this Agreement were not performed by the Consenting Securityholder or the Purchaser in accordance with their specific terms or were otherwise breached by the Consenting Securityholder or the Purchaser. It is accordingly agreed that the parties shall be entitled to injunctive and other equitable relief to prevent breaches of this Agreement, and to enforce compliance with the terms of this Agreement against the Consenting Securityholder or the Purchaser, as applicable, without any requirement for the securing or posting of any bond in connection with the obtaining of any such injunctive or other equitable relief, this being in addition to any other remedy to which the parties may be entitled at law or in equity.

ARTICLE 5
GENERAL PROVISIONS

5.1 Disclosure.

(a) The Consenting Securityholder agrees:

(i) to the existence and factual details of this Agreement (other than registration particulars set out in Schedule “A”) being set out in any public disclosure, including, without limitation, press releases, information circulars and court materials, produced by the Company or the Purchaser, at the discretion of the Company or the Purchaser, in connection with the Transaction; and

(ii) to this Agreement (other than registration particulars set out in Schedule “A”) being filed and/or available for inspection by the public to the extent required by applicable securities laws or stock exchange rules.

5.2 Notices.

Any notice, or other communication given regarding the matters contemplated by this Agreement must be in writing, sent by personal delivery, courier, facsimile or electronic mail and addressed:

(a) to the Purchaser at:

Tintina Mines Limited
82 Richmond Street East
Toronto, Ontario M5C 1P1

Attention: Eugenio Ferrari
Email: eferrari@cemin.com

with a copy to:

CC Corporate Counsel Professional Corporation
100 Bass Pro Mills Drive, Suite 49
Vaughan, Ontario L4K 5X1

Attention: Michael Bluestein
Email: mbluestein@corpcounsel.ca

(b) to the Consenting Securityholder at:

____
____
____

Attention: ___________________________

Email: ___________________________

5.3 Time of the Essence.

Time is of the essence in this Agreement.

5.4 Waiver.

No waiver of any of the provisions of this Agreement will constitute a waiver of any other provision (whether or not similar). No waiver will be binding unless executed in writing by the party to be bound by the waiver. A party's failure or delay in exercising any right under this Agreement will not operate as a waiver of that right. A single or partial exercise of any right will not preclude a party from any other or further exercise of that right or the exercise of any other right.

5.5 Entire Agreement.

This Agreement constitutes the entire agreement between the parties with respect to the transactions contemplated by this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as specifically set forth in this Agreement. The parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by this Agreement.

5.6 Successors and Assigns.

(a) This Agreement becomes effective only when executed by the Consenting Securityholder and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Consenting Securityholder, the Purchaser.

(b) Neither this Agreement nor any of the rights or obligations under this Agreement are assignable or transferable by any party without the prior written consent of the other party.

5.7 Severability.

If any provision of this Agreement is determined to be illegal, invalid or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement and the remaining provisions shall remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the transactions contemplated hereby are fulfilled to the fullest extent possible.

5.8 Governing Law.

(a) This Agreement will be governed by and interpreted and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein.

(b) Each party irrevocably attorns and submits to the exclusive jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

5.9 Rules of Construction.

The parties to this Agreement waive the application of any law or rule of construction providing that ambiguities in any agreement or other document shall be construed against the party drafting such agreement or other document.

5.10 Language.

The parties expressly acknowledge that they have requested that this Agreement and all ancillary and related documents thereto be drafted in the English language only. Les parties aux présentes reconnaissent avoir exigé que la présente entente et tous les documents qui y sont accessoires soient rédigés en anglais seulement.

5.11 Counterparts.

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

TINTINA MINES LIMITED

By: ______________________________
Authorized Signatory

If a corporation:

By: ______________________________
Authorized Signatory

If an individual:

____
Consenting Securityholder

____
Witness

SCHEDULE "A"

RELEVANT SECURITIES

Class of Securities		**Number of Securities Held**
Common Shares		
Options		