

AMENDMENT TO ARRANGEMENT AGREEMENT

THIS AMENDMENT AGREEMENT is made as of May 8, 2019

BETWEEN:

NGEx RESOURCES INC., a corporation incorporated pursuant to the laws of Canada
("NGEx")

- and -

11264796 CANADA INC., a corporation incorporated pursuant to the laws of Canada
("Spinco")

RECITALS:

- A. NGEx and Spinco are parties to an arrangement agreement (the "**Arrangement Agreement**") dated April 17, 2019; and
- B. NGEx and Spinco wish to amend certain terms of the Plan of Arrangement in accordance with Section 4.2 of the Plan of Arrangement and 6.1(b) of the Arrangement Agreement, as provided in this amending agreement (this "**Amending Agreement**").

THEREFORE, in consideration of the mutual covenants contained herein (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

Capitalized terms used but not defined in this Amending Agreement have the meanings given to them in the Arrangement Agreement

1.2 Interpretation not Affected by Headings

The division of this Amending Agreement into Articles, Sections, subsections and paragraphs and the insertion of headings are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Amending Agreement. Unless the contrary intention appears, references in this Amendment to an Article, Section, subsection or paragraph or both refer to the Article, Section, subsection or paragraph, respectively, bearing that designation in this Amending Agreement.

1.3 Number and Gender

In this Amending Agreement, unless the contrary intention appears, words importing the singular include the plural and vice versa, and words importing gender shall include all genders.

**ARTICLE 2
AMENDMENTS**

2.1 Amendment to Section 1.1 of the Plan of Arrangement

The definition of “Spinco” in Section 1.1 of the Plan of Arrangement is deleted in its entirety and replaced with the following:

“**Arrangement Resolution**” means the special resolution of the NGEx Securityholders in respect of the Arrangement to be considered at the Meeting, the full text of which is attached as Appendix “A” hereto;

**ARTICLE 3
GENERAL PROVISIONS**

3.1 Ratification and Confirmation

The Plan of Arrangement, as amended herein, is set forth in Schedule A hereto and remains in full force and effect and is hereby ratified and confirmed. Provisions of the Arrangement Agreement and Plan of Arrangement that have not been amended or terminated by this Amending Agreement remain in full force and effect, unamended. All rights and liabilities that have accrued to any Party under the Arrangement Agreement up to the date of this Amending Agreement remain unaffected by this Amending Agreement.

3.2 Arrangement Agreement Provisions

The provisions of Article 8 of the Arrangement Agreement shall apply, *mutatis mutandis*, to this Amendment.

3.3 Counterparts, Execution

This Amending Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall 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 Amending 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]

IN WITNESS WHEREOF NGE_x and Spinco have caused this Amending Agreement to be executed as of the date first written above by their respective officers thereunto duly authorized.

NGE_x RESOURCES INC.

By: “Joyce Ngo”
Name: Joyce Ngo
Title: Chief Financial Officer

11264796 CANADA INC.

By: “Wojtek A. Wodzicki”
Name: Wojtek A. Wodzicki
Title: Director

SCHEDULE A
AMENDED AND RESTATED PLAN OF ARRANGEMENT

(Please see attached)

**PLAN OF ARRANGEMENT
UNDER THE PROVISIONS OF SECTION 192
OF THE CANADA BUSINESS CORPORATIONS ACT**

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Plan of Arrangement, unless there is something in the subject matter or context inconsistent therewith, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"Agreement" means the arrangement agreement dated as of April 17, 2019, including the Schedules attached hereto, as may be supplemented or amended from time to time;

"Arrangement" means the arrangement under section 192 of the CBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with the Agreement or this Plan of Arrangement or made at the direction of the Court in the Final Order with the consent of NGEx;

"Arrangement Resolution" means the special resolution of the NGEx Securityholders in respect of the Arrangement to be considered at the Meeting, the full text of which is attached as Appendix "A" hereto;

"Board of Directors" means the duly appointed board of directors of the applicable company;

"Business Day" means a day, other than a Saturday, Sunday or statutory holiday, when banks are generally open in the City of Toronto, Ontario and Vancouver, British Columbia for the transaction of banking business;

"CBCA" means the *Canada Business Corporations Act* and the regulations made thereunder, as promulgated or amended from time to time;

"Circular" means the management information circular of NGEx to be prepared and sent to the NGEx Securityholders in connection with the Meeting;

"Court" means the Supreme Court of British Columbia;

Director means the director appointed under section 260 of the CBCA;

"Dissent Rights" has the meaning set forth in section 5.1 of this Plan of Arrangement;

"Dissent Shares" means NGEx Common Shares the holders whereof have duly exercised their Dissent Rights;

"Dissenting Shareholder" means a NGEx Shareholder who has duly exercised the Dissent Rights and is ultimately entitled to be paid for their NGEx Common Shares;

"Effective Date" means the date of certification of the Articles of Arrangement by the Director in accordance with section 192(8) of the CBCA;

“Effective Time” means 12:01 a.m. (Vancouver time) on the Effective Date;

“Final Order” means the final order of the Court pursuant to section 192(3) of the CBCA, after a hearing upon the fairness of the terms and conditions of the Arrangement, in a form acceptable to NGEx approving the Arrangement as such order may be amended by the Court (with the consent of NGEx) at any time prior to the Effective Date or, if appealed, then, unless such appeal is withdrawn or denied, as affirmed or as amended (provided that any such amendment is acceptable to NGEx) on appeal, and after notice and a hearing at which all NGEx Securityholders have the right to appear;

“Former NGEx Optionholder” means a holder of unexercised NGEx Options immediately before the Effective Time;

“In-the-Money Amount” at a particular time with respect to a NGEx Option, Replacement NGEx Option, or Spinco Replacement Stock Option means the amount, if any, by which the fair market value of the relevant underlying security exceeds the exercise price of the relevant option at the particular time;

“Interim Order” means the interim order of the Court containing declarations and directions with respect to the Arrangement and the holding of the Meeting, as such order may be affirmed, amended and modified;

“Meeting” means the special and general meeting of NGEx Shareholders and the special meeting of NGEx Optionholders to be held on or about June 19, 2019 and any adjournment(s) or postponement(s) thereof, to be called and held in accordance with the Interim Order to consider and to vote on, among other things, the Arrangement Resolution and any other matters set out in the Notice of Meeting;

“NGEx” means NGEx Resources Inc., a company incorporated pursuant to the laws of Canada;

“NGEx Argentina” means NGEx Argentina Holdings Inc., a company incorporated pursuant to the laws of Canada;

“NGEx Common Shares” means the common shares of NGEx;

“NGEx RioEx” means NGEx RioEx Holdings Inc., a company incorporated pursuant to the laws of Canada;

“NGEx Option Plan” means the stock option plan of NGEx adopted by the Board of Directors of NGEx on May 8, 2017, as amended from time to time, and most recently approved by the NGEx Shareholders on June 15, 2017;

“NGEx Optionholders” means the holders of NGEx Options at the applicable time;

“NGEx Options” means stock options issued by NGEx to certain NGEx officers, directors, employees and other eligible persons to acquire NGEx Common Shares;

“NGEx Securityholders” means, collectively, the NGEx Shareholders and the NGEx Optionholders;

“NGEx Shareholders” means the holders of NGEx Common Shares at the applicable time;

"Notice of Meeting" means the notice of the Meeting to be sent to the NGEx Securityholders, which notice will accompany the Circular;

"Person" or **"person"** means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;

"Plan of Arrangement" means this plan of arrangement and any amendments or variations thereto made in accordance with this Agreement, the Plan of Arrangement or upon the direction of the Court in the Final Order with the consent of NGEx;

"PPC" means Pan Pacific Copper Co. Ltd.;

"Purchase and Sale Agreement" means the purchase and sale agreement between PPC and NGEx dated September 1, 2014, as confirmed by letter from NGEx to PPC dated November 2, 2015, pursuant to which PPC is deemed to have funded US\$3,500,000 of Exploration Expenditures (as defined in the Joint Exploration Agreement) in respect of the La Rioja Properties (the **"Deemed Expenditures"**);

"Replacement NGEx Options" means the stock options of NGEx that will be granted to Former NGEx Optionholders under the Arrangement and will be exercisable for NGEx Common Shares pursuant to the NGEx Option Plan;

"Spinco" means 11264796 Canada Inc., a company incorporated pursuant to the laws of Canada;

"Spinco Common Shares" means the common shares of Spinco;

"Spinco Option Plan" means the stock option plan of Spinco to be adopted and approved in connection with the Arrangement;

"Spinco Options" means the stock options of Spinco that will be granted to Former NGEx Optionholders pursuant to the Arrangement and each whole stock option will be exercisable for Spinco Common Shares pursuant to the Spinco Option Plan;

"Subsidiary" means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and shall include any body corporate, partnership, joint venture or other entity over which such specified body corporate exercises direction or control or which is in a like relation to a subsidiary;

"Suramina Resources" means Suramina Resources Inc., a company incorporated pursuant to the laws of Canada;

"Tax Act" means the *Income Tax Act* (Canada) and the regulations made thereunder, as promulgated or amended from time to time;

"Transfer Agent" means Computershare Investor Services Inc. or such other trust company or transfer agent as may be designated by NGEx; and

"Valuation Factor" means 0.657.

In addition, words and phrases used herein and defined in the CBCA and not otherwise defined herein or in the Arrangement Agreement shall have the same meaning herein as in the CBCA unless the context otherwise requires.

1.2 Sections and Headings

The division of this Plan of Arrangement 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 Plan of Arrangement. Unless reference is specifically made to some other document or instrument, all references herein to articles and sections are to articles and sections of this Plan of Arrangement.

1.3 Number, Gender and Persons

In this Plan of Arrangement, unless otherwise expressly stated or the context otherwise requires, words importing the singular number shall include the plural and vice versa, and words importing gender shall include all genders.

1.4 Statutory References

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

1.5 Currency

Unless otherwise stated all references in this Plan of Arrangement to sums of money are expressed in lawful money of Canada.

1.6 Business Day

In the event that the date on which any action is required to be taken hereunder by either 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.

1.7 Governing Law

This Plan of Arrangement shall be governed by, and be construed in accordance with, the exclusive laws of the Province of British Columbia and the federal laws of Canada applicable therein but the reference to such laws shall not, by conflict of laws rules or otherwise, require the application of the law of any jurisdiction other than the Province of British Columbia.

1.8 Binding Effect

This Plan of Arrangement will become effective at, and be binding at and after, the Effective Time on: NGEx and all registered and beneficial NGEx Shareholders, all NGEx Optionholders and all Dissenting Shareholders. This Plan of Arrangement may be withdrawn prior to the occurrence of any of the events in section 2.1 in accordance with the terms of the Arrangement Agreement.

ARTICLE 2 ARRANGEMENT

2.1 Arrangement

Commencing at the Effective Time, each of the events set out below shall occur and shall be deemed to occur in the following sequence or as otherwise provided below or herein, without any further act or formality:

- (a) Each NGEx Common Share in respect of which a NGEx Shareholder has exercised Dissent Rights and for which the NGEx Shareholder is ultimately entitled to be paid fair value (each a "**Dissent Share**") shall be deemed to have been repurchased by NGEx for cancellation in consideration for a debt-claim against NGEx to be paid the fair value of such Dissent Share in accordance with Article 3 of this Plan of Arrangement, net of any applicable withholding tax, and such Dissent Share shall thereupon be cancelled;
- (b) NGEx will assign and transfer to Spinco: (i) all of its existing rights, title and interest to the Purchase and Sale Agreement (including without limitation, in connection with the Deemed Expenditures); (ii) all of the outstanding shares of Suramina Resources, NGEx Argentina and NGEx RioEx, and (iii) approximately CAD\$7.3 million in cash in consideration for Spinco: (x) assuming all of NGEx's existing obligations under the Purchase and Sale Agreement; and (y) issuing to NGEx that number of Spinco Common Shares equal to one half (1/2) the number of NGEx Common Shares outstanding at the time of the foregoing assignment and transfer;
- (c) Notwithstanding the terms of the NGEx Option Plan, including any agreement made thereunder:
 - (A) each NGEx Option (whether vested or not) exercisable for an NGEx Common Share that is outstanding immediately before the Effective Time which has not been duly exercised or cancelled will be and will be deemed to be exchanged for:
 - (i) one fully-vested Replacement NGEx Option to purchase from NGEx one NGEx Common Share for every NGEx Common Share that could be purchased under the NGEx Option. Each Replacement NGEx Option will be governed by the terms of the NGEx Option Plan and will have: (1) an exercise price per NGEx Common Share (rounded up to the nearest whole cent) equal to the exercise price of each NGEx Option so exchanged immediately before the Effective Time multiplied by the Valuation Factor; and (2) the same expiry date as the expiry date of the NGEx Option for which such Replacement NGEx Option was exchanged; and

- (ii) one-half (0.5) of one fully-vested Spinco Option for every NGEx Option. Each Spinco Option will be exercisable to purchase from Spinco one Spinco Common Share, will be governed by the terms of the Spinco Option Plan and will have: (1) an exercise price per Spinco Common Share (rounded up to the nearest whole cent) equal to (two) (2) times the exercise price of each such NGEx Option so exchanged immediately before the Effective Time multiplied by the number which is equal to one minus the Valuation Factor; and (2) the same expiry date as the expiry date of the NGEx Option for which such Spinco Option was exchanged,

provided that the exercise prices of each Replacement NGEx Option and each Spinco Option issued pursuant to the step above shall be and be deemed to be automatically adjusted such that the aggregate In-the-Money Amounts thereof immediately after the steps above does not exceed the In-the-Money Amount of the exchanged NGEx Option determined immediately before the exchange, with the intention that subsection 7(1.4) of the Tax Act will apply to each exchange;

- (d) NGEx will distribute the Spinco Common Shares to the holders of NGEx Common Shares (other than a Dissenting Shareholder) on the basis one-half (0.5) of one Spinco Common Share for each NGEx Common Share then held as a return of stated capital, and reduction of paid-up capital for purposes of the Tax Act;
- (e) NGEx will change its name to "Josemaria Resources Inc."; and
- (f) Spinco will change its name to "NGEx Resources Inc."

ARTICLE 3 CERTIFICATES, FRACTIONAL SHARES AND TAX MATTERS

3.1 Delivery of Securities

As soon as practicable following the Effective Date, Spinco will forward or cause to be forwarded by the Transfer Agent or otherwise, by registered mail (postage prepaid) or hand delivery to NGEx Shareholders as of the Effective Date at the address specified in the register of NGEx Shareholders, certificates representing the number of Spinco Common Shares to be delivered to such NGEx Shareholders under the Arrangement.

3.2 Withholding Rights

NGEx and the Transfer Agent shall be entitled to deduct and withhold from any amount otherwise payable to any NGEx Shareholder such amounts as NGEx or the Transfer Agent is required or permitted to deduct and withhold with respect to such payment under the Tax Act, the United States Internal Revenue Code of 1986 or any provision of any applicable federal, provincial, state, local or foreign tax law or treaty, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the NGEx Shareholder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority.

3.3 No Fractional Shares

No fractional Spinco Common Shares will be issued. In the event that a NGEEx Shareholder would otherwise be entitled to a fractional Spinco Common Share hereunder, the number of Spinco Common Shares issued to such NGEEx Shareholder shall, without any additional compensation, be rounded down to the next lesser whole number of Spinco Common Shares. In calculating such fractional interests, all NGEEx Common Shares registered in the name of or beneficially held by such NGEEx Shareholder or their nominee shall be aggregated.

3.4 Tax Elections

Following the Effective Time, if requested by NGEEx, Spinco shall make a joint election with NGEEx pursuant to section 85 of the Tax Act and any applicable provincial laws with respect to the transfer of assets referred to in subsection 2.1(b), on such terms as NGEEx may specify.

ARTICLE 4 AMENDMENTS

4.1 Right to Amend

NGEEx reserves the right to amend, modify or supplement (or do all of the foregoing) this Plan of Arrangement from time to time and at any time prior to the Effective Date provided that any such amendment, modification and/or supplement must be contained in a written document that is:

- (a) filed with the Court and, if made following the Meeting, approved by the Court; and
- (b) communicated to NGEEx Securityholders in the manner required by the Court (if so required).

4.2 Amendment Before the Meeting

Any amendment, modification or supplement to this Plan of Arrangement may be proposed by NGEEx at any time prior to or at the Meeting, with or without any other prior notice or communication, and if so proposed and accepted by the persons voting at the Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

4.3 Amendment After the Meeting

Any amendment, modification or supplement to this Plan of Arrangement which is approved by the Court following the Meeting shall be effective only:

- (a) if it is consented to by NGEEx; and
- (b) if required by the Court or applicable law, it is consented to by the NGEEx Securityholders.

4.4 Amendment After the Effective Date

Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by NGEx, provided that it concerns a matter which, in the reasonable opinion of NGEx, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interest of any holder of NGEx Common Shares or Spinco Common Shares.

ARTICLE 5 RIGHTS OF DISSENT

5.1 Rights of Dissent

Pursuant to the Interim Order, registered holders of NGEx Common Shares may exercise rights of dissent (the “**Dissent Rights**”) under section 190 of the CBCA, as modified by this Article 5, the Interim Order and the Final Order, with respect to NGEx Common Shares in connection with the Arrangement, provided that the written notice setting forth the objection of such registered NGEx Shareholders to the Arrangement and exercise of Dissent Rights must be received by NGEx not later than 5:00 p.m. (Vancouver time) on the Business Day that is two Business Days before the Meeting or any date to which the Meeting may be postponed or adjourned and provided further that holders who exercise such rights of dissent and who:

- (a) are ultimately entitled to be paid fair value for their Dissent Shares, which fair value, notwithstanding anything to the contrary contained in the CBCA, shall be determined immediately prior to the approval of the Arrangement Resolution, shall be deemed to have transferred their Dissent Shares to NGEx as of the Effective Time in consideration for a debt claim against NGEx to be paid the fair value of such Dissent Shares and will not be entitled to any other payment or consideration, including any payment that would be payable under the Arrangement had such holders not exercised their Dissent Rights; and
- (b) are ultimately not entitled, for any reason, to be paid fair value for their NGEx Common Shares shall be deemed to have participated in the Arrangement, as of the Effective Time, on the same basis as a non-dissenting holder of NGEx Common Shares.

5.2 Recognition of Dissenting Shareholders

In no circumstances shall NGEx or any other Person be required to recognize a Person exercising Dissent Rights unless such Person is a registered holder of those NGEx Common Shares in respect of which such rights are sought to be exercised. From and after the Effective Date, neither NGEx nor any other Person shall be required to recognize a Dissenting Shareholder as a shareholder of NGEx and the names of the Dissenting Shareholders shall be deleted from the register of holders of NGEx Common Shares previously maintained or caused to be maintained by NGEx.

5.3 General Dissent Rights

For greater certainty, in addition to any other restrictions in the *Canada Business Corporations Act*, none of the following shall be entitled to exercise Dissent Rights: (i) NGEx Optionholders; and (ii) NGEx Shareholders who vote in favour of the Arrangement Resolution.

**ARTICLE 6
FURTHER ASSURANCES**

6.1 Further Assurances

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

**ARTICLE 7
TERMINATION**

7.1 Termination

Notwithstanding any prior approvals by the Court or by the NGEx Securityholders, the Board of Directors of NGEx may decide not to proceed with the Arrangement and to revoke the Arrangement Resolution adopted at the Meeting without further approval of the Court or the NGEx Securityholders.

APPENDIX "A"

ARRANGEMENT RESOLUTION

BE IT RESOLVED AS A SPECIAL RESOLUTION OF THE NGEX SECURITYHOLDERS THAT:

1. The arrangement (the "**Arrangement**") under section 192 of the *Canada Business Corporations Act* (the "**CBCA**") involving NGEx Resources Inc., a corporation existing under the laws of Canada ("**NGEx**"), its shareholders and 11264796 Canada Inc., a corporation existing under the laws of Canada ("**Spinco**"), all as more particularly described and set forth in the management information circular (the "**Circular**") of NGEx dated ●, 2019 accompanying the notice of meeting (as the Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
2. The plan of arrangement (the "**Plan of Arrangement**"), implementing the Arrangement, the full text of which is appended to the Circular (as the Plan of Arrangement may be, or may have been, modified or amended in accordance with its terms), is hereby authorized, approved and adopted.
3. The arrangement agreement (the "**Arrangement Agreement**") between NGEx and Spinco dated April 17, 2019 and all the transactions contemplated therein, the actions of the directors of NGEx in approving the Arrangement and the actions of the directors and officers of NGEx in executing and delivering the Arrangement Agreement and any amendments thereto are hereby ratified and approved.
4. Notwithstanding that this resolution has been passed (and the Arrangement approved) by the shareholders and optionholders of NGEx or that the Arrangement has been approved by the Supreme Court of British Columbia, the directors of NGEx are hereby authorized and empowered, without further notice to, or approval of, the shareholders or optionholders of NGEx:
 - (a) to amend the Arrangement Agreement or the Plan of Arrangement to the extent permitted by the Arrangement Agreement or the Plan of Arrangement; or
 - (b) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement.
5. Any director or officer of NGEx is hereby authorized and directed, for and on behalf of NGEx to execute Articles of Arrangement to give effect to the Plan of Arrangement and to deliver such other documents as are necessary or desirable under the CBCA in accordance with the Articles of Arrangement.
6. Any director or officer of NGEx is hereby authorized and directed, for and on behalf and in the name of NGEx, to execute and deliver, whether under the corporate seal of NGEx or otherwise, all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and other documents and to do or cause to be done all such other acts and things as in the opinion of such director or officer may be necessary, desirable or useful for the purpose of giving effect to these resolutions, the Arrangement Agreement, the Articles of Arrangement and the completion of the Plan of

Arrangement in accordance with the terms of the Arrangement Agreement, including:

- (a) all actions required to be taken by or on behalf of NGEx, and all necessary filings and obtaining the necessary approvals, consents and acceptances of appropriate regulatory authorities; and
- (b) the signing of the certificates, consents and other documents or declarations required under the Arrangement Agreement or otherwise to be entered into by NGEx,

such determination to be conclusively evidenced by the execution and delivery of such document, agreement or instrument or the doing of any such act or thing.

