

**ARRANGEMENT AGREEMENT**

**GRAN COLOMBIA GOLD CORP.**

- and -

**GOLD X MINING CORP.**

**MAY 11, 2020**

---

## TABLE OF CONTENTS

<b>ARTICLE 1 INTERPRETATION .....</b>	<b>5</b>
1.1. DEFINED TERMS .....	5
1.2. CERTAIN RULES OF INTERPRETATION .....	17
1.3. SCHEDULES .....	19
<b>ARTICLE 2 THE ARRANGEMENT .....</b>	<b>19</b>
2.1. THE ARRANGEMENT .....	19
2.2. INTERIM ORDER.....	19
2.3. THE COMPANY MEETING.....	20
2.4. PURCHASER MEETING .....	21
2.5. THE COMPANY CIRCULAR .....	22
2.6. PURCHASER CIRCULAR.....	23
2.7. FINAL ORDER.....	24
2.8. COURT PROCEEDINGS.....	24
2.9. COMPANY OPTIONS, COMPANY WARRANTS AND COMPANY DEBENTURES.....	25
2.10. EFFECTIVE DATE .....	26
2.11. PAYMENT OF CONSIDERATION.....	26
2.12. WITHHOLDING TAXES.....	26
2.13. U.S. SECURITIES LAW MATTERS .....	26
<b>ARTICLE 3 REPRESENTATIONS AND WARRANTIES .....</b>	<b>27</b>
3.1. REPRESENTATIONS AND WARRANTIES OF THE COMPANY.....	27
3.2. REPRESENTATIONS AND WARRANTIES OF THE PURCHASER .....	27
<b>ARTICLE 4 COVENANTS .....</b>	<b>28</b>
4.1. CONDUCT OF BUSINESS OF THE COMPANY.....	28
4.2. COVENANTS OF THE COMPANY RELATING TO THE ARRANGEMENT .....	32
4.3. CONDUCT OF BUSINESS OF THE PURCHASER .....	34
4.4. COVENANTS OF THE PURCHASER RELATING TO THE ARRANGEMENT.....	35
4.5. REGULATORY APPROVALS .....	36
4.6. ACCESS TO INFORMATION; CONFIDENTIALITY .....	37
4.7. PUBLIC COMMUNICATIONS .....	38
4.8. NOTICE PROVISIONS.....	39
4.9. INSURANCE AND INDEMNIFICATION.....	39
4.10. EMPLOYMENT AND TRANSACTION FEE MATTERS .....	40
<b>ARTICLE 5 COVENANTS REGARDING NON-SOLICITATION.....</b>	<b>40</b>
5.1. NON-SOLICITATION.....	40
5.2. NOTIFICATION OF ACQUISITION PROPOSALS.....	42
5.3. RESPONDING TO AN ACQUISITION PROPOSAL.....	42
5.4. RIGHT TO MATCH .....	43
5.5. BREACH BY SUBSIDIARIES AND REPRESENTATIVES.....	44
<b>ARTICLE 6 CONDITIONS .....</b>	<b>45</b>
6.1. MUTUAL CONDITIONS PRECEDENT.....	45
6.2. ADDITIONAL CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE PURCHASER .....	45
6.3. ADDITIONAL CONDITIONS PRECEDENT TO THE OBLIGATIONS OF THE COMPANY.....	46
6.4. SATISFACTION OF CONDITIONS.....	47
<b>ARTICLE 7 TERM AND TERMINATION .....</b>	<b>47</b>

7.1.	TERM.....	47
7.2.	TERMINATION .....	47
7.3.	EFFECT OF TERMINATION/SURVIVAL .....	50
7.4.	PURCHASER EXPENSE REIMBURSEMENT AND TERMINATION AMOUNT.....	50
7.5.	COMPANY EXPENSE REIMBURSEMENT AND TERMINATION AMOUNT .....	52
<b>ARTICLE 8 GENERAL PROVISIONS .....</b>		<b>54</b>
8.1.	AMENDMENTS .....	54
8.2.	EXPENSES .....	54
8.3.	NOTICES .....	54
8.4.	TIME OF THE ESSENCE.....	56
8.5.	INJUNCTIVE RELIEF .....	56
8.6.	THIRD PARTY BENEFICIARIES .....	56
8.7.	WAIVER .....	56
8.8.	ENTIRE AGREEMENT .....	56
8.9.	SUCCESSORS AND ASSIGNS.....	57
8.10.	SEVERABILITY .....	57
8.11.	GOVERNING LAW .....	57
8.12.	FURTHER ASSURANCES .....	57
8.13.	RULES OF CONSTRUCTION.....	58
8.14.	NO LIABILITY .....	58
8.15.	COUNTERPARTS.....	58
<b>SCHEDULE A PLAN OF ARRANGEMENT.....</b>		<b>A-1</b>
<b>SCHEDULE B ARRANGEMENT RESOLUTION.....</b>		<b>B-1</b>
<b>SCHEDULE C PURCHASER SHAREHOLDER RESOLUTION.....</b>		<b>C-1</b>
<b>SCHEDULE D COMPANY REPRESENTATIONS AND WARRANTIES .....</b>		<b>D-1</b>
<b>SCHEDULE E PURCHASER REPRESENTATIONS AND WARRANTIES .....</b>		<b>E-1</b>
<b>SCHEDULE F KEY REGULATORY APPROVALS .....</b>		<b>F-1</b>

## ARRANGEMENT AGREEMENT

**THIS AGREEMENT** is made as of May 11, 2020,

BETWEEN:

**GRAN COLOMBIA GOLD CORP.,**  
a corporation existing under the laws of the Province of British Columbia  
(the “**Purchaser**”)

- and -

**GOLD X MINING CORP.,**  
a corporation existing under the laws of the Province of British Columbia  
(the “**Company**”)

**WHEREAS** the Purchaser wishes to acquire all of the issued and outstanding common shares of the Company in exchange for common shares of the Purchaser;

**AND WHEREAS** the Board has (i) unanimously determined that the Arrangement is fair to the Company Shareholders and in the best interests of the Company and (ii) resolved to recommend that the Company Shareholders vote in favour of the Arrangement;

**AND WHEREAS** the Parties intend to carry out the transactions contemplated herein by way of a plan of arrangement under the provisions of the BCBCA;

**AND WHEREAS** the Purchaser has entered into support and voting agreements with the directors and senior officers of the Company pursuant to which, among other things, such directors and senior officers have agreed to vote all of the Common Shares held by them in favour of the Arrangement Resolution, on the terms and subject to the conditions set forth in such agreements;

**AND WHEREAS** the Parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters related to the transactions herein provided for;

**AND WHEREAS**, the Parties intend that the issuance of the Purchaser Common Shares will be exempt from the registration requirements of (i) the U.S. Securities Act pursuant to Section 3(a)(10) thereof and (ii) applicable U.S. state securities laws;

**NOW THEREFORE**, in consideration of the covenants and agreements herein contained, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1. Defined Terms**

As used in this Agreement, the following terms have the following meanings:

**“Acquisition Proposal”** means, other than the transactions contemplated by this Agreement and any transaction involving only the Company and/or one or more of its wholly-owned Subsidiaries, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons other than the Purchaser or one or more of its Affiliates relating to: (i) any direct or indirect sale or disposition (or any lease, long-term supply agreement, licence or other arrangement having the same economic effect as a sale) of assets of the Company or any of its Subsidiaries (including any voting or equity securities of any of the Company’s Subsidiaries) representing 20% or more of the consolidated assets, or contributing 20% or more of the consolidated revenue or earnings, of the Company and its Subsidiaries taken as whole (in each case based on the consolidated financial statements of the Company most recently filed on SEDAR prior to such offer, proposal or inquiry), or (ii) any direct or indirect acquisition by any Person or group of Persons acting jointly or in concert within the meaning of Securities Laws, of Common Shares (including securities convertible into or exercisable or exchangeable for Common Shares) representing, when taken together with the Common Shares of the Company (including securities convertible into or exercisable or exchangeable for Common Shares) held by any such Person or group of Persons, 20% or more of the Common Shares (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or exchangeable for Common Shares), in either case whether by way of take-over bid, tender offer, exchange offer, treasury issuance, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, share or asset purchase, joint venture, liquidation, dissolution, winding up or other similar transaction involving the Company or any of its Subsidiaries, and whether in a single transaction or a series of related transactions.

**“Agreement”** means this arrangement agreement, including all schedules annexed hereto, as may be amended, supplemented or otherwise modified from time to time in accordance with its terms.

**“Anti-Corruption Laws”** means laws, regulations and rules relating to anti-bribery or anti-corruption including the *Corruption of Foreign Public Officials Act* (Canada), the *Criminal Code* (Canada), the United States *Foreign Corrupt Practices Act of 1977* and any laws, rules, regulations of any relevant jurisdiction covering a similar subject matter.

**“Arrangement”** means an arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations to the Plan of Arrangement made in accordance with the terms of this Agreement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

**“Arrangement Resolution”** means the special resolution approving the Plan of Arrangement to be considered at the Company Meeting, substantially in the form of Schedule B.

**“Authorization”** means, with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person.

**“BCBCA”** means the *Business Corporations Act* (British Columbia).

**“Board”** means the board of directors of the Company as constituted from time to time.

**“Board Recommendation”** has the meaning specified in Section 2.4(b).

**“Business Day”** means any day of the year, other than a Saturday, a Sunday or any day on which major banks are closed for business in Vancouver, British Columbia or Toronto, Ontario.

**“Canadian Shareholder”** has the meaning set forth in the Plan of Arrangement.

**“Change in Recommendation”** has the meaning specified in Section 7.2(a)(iv)(B).

**“Closing”** has the meaning specified in Section 2.8(b).

**“Collective Agreements”** means all collective bargaining agreements and union agreements currently applicable to the Company and/or any of its Subsidiaries which impose any obligations upon the Company and/or any of its Subsidiaries with respect to any Company Employee.

**“Common Shares”** means common shares in the capital of the Company.

**“Company”** has the meaning specified in the preamble.

**“Company Assets”** means all of the assets, Company Property (real or personal), Company Mineral Rights, permits, rights, licenses or other privileges (whether contractual or otherwise) of the Company and its Subsidiaries.

**“Company Circular”** means the notice of the Company Meeting and accompanying management information circular, including all schedules, appendices and exhibits to, and information incorporated by reference in, such management information circular, to be sent to the Company Shareholders in connection with the Company Meeting, as amended, supplemented or otherwise modified from time to time in accordance with the terms of this Agreement.

**“Company Debentures”** means the 10% secured convertible debentures of the Company due in December 2022 in the aggregate principal amount of US\$20,000,000 as of the date hereof issued in December 2019.

**“Company Employees”** means all officers and employees of the Company and/or its Subsidiaries, including unionized, non-unionized, part-time, full-time, active and inactive employees.

**“Company Expense Reimbursement Amount”** has the meaning specified in Section 7.5.

**“Company Filings”** means all documents publicly filed under the profile of the Company on SEDAR since January 1, 2019.

**“Company Meeting”** means the special meeting of Company Shareholders, including any adjournment or postponement of such meeting in accordance with the terms of this Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser, acting reasonably.

**“Company Mineral Rights”** means all material mineral interests and rights (including any mineral claims, mining claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Laws or otherwise) of the Company and its Subsidiaries.

**“Company Options”** means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plan.

**“Company Property”** means real properties owned by the Company or any of its Subsidiaries.

**“Company Public Record”** means all documents publicly filed under the profile of the Company on SEDAR. **“Company Shareholders”** means the registered or beneficial holders of the Common Shares, as the context requires.

**“Company Stock Option Plan”** means the stock option plan last approved by Company Shareholders on November 5, 2019.

**“Company Termination Amount Event”** has the meaning specified in Section 7.5.

**“Company Warrants”** means the outstanding warrants to purchase Common Shares of the Company.

**“Competition Act”** means the *Competition Act* (Canada).

**“Confidential Information”** means, in respect of a Party (the **“Disclosing Party”**), all information concerning the Disclosing Party that is made available by the Disclosing Party or any of its Representatives to the other Party (the **“Receiving Party”**) or any of its Representatives, whether in verbal, visual, written, electronic or other form, together, in each case, with all notes, memoranda, summaries, analyses, studies, compilations and other writings relating thereto or based thereon prepared by the Receiving Party or any of its Representatives; provide, however, that the term “Confidential Information” does not include information which (a) was lawfully in the possession of the Receiving Party before it was made available by the Disclosing Party or any of its Representative to the Receiving Party or any of its Representatives; (b) is independently developed by the Receiving Party without use of the Confidential Information of the Disclosing Party; (c) is now, or hereafter becomes, available to the public other than as a result of disclosure prohibited by this Agreement; or (d) becomes available to the Receiving Party or any of its Representatives on a non-confidential basis from a source other than the Disclosing Party or any of its Representatives and such source is not, to the knowledge of the Receiving Party following reasonable

inquiry, under any obligation to the Disclosing Party to keep such information confidential.

**“Consideration”** means, in respect of each Common Share, the Purchaser Common Shares the holder of such Common Share is entitled to receive pursuant to and in accordance with the Plan of Arrangement.

**“Constating Documents”** means, in respect of a Party, the articles and notice of articles, articles of incorporation, formation, amalgamation or continuation, as applicable, charters, operating agreements, by-laws or other organizational documents of such Party and all amendments to such articles, charters, operating agreements, by-laws or other organizational documents.

**“Contract”** means, in respect of a Party, any legally binding agreement, commitment, engagement, contract, franchise, licence, obligation, arrangement or undertaking (written or oral), together with any amendments and modifications thereto, to which such Party or any of its Subsidiaries is a party or by which such Party or any of its Subsidiaries is bound.

**“Court”** means the Supreme Court of British Columbia, or other court as applicable.

**“Depositary”** means such Person as the Purchaser may appoint to act as depositary for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

**“Disclosing Party”** has the meaning specified in the definition of Confidential Information.

**“Dissent Rights”** means the rights of dissent in respect of the Arrangement described in the Plan of Arrangement.

**“Effective Date”** means the date the Arrangement becomes effective as agreed to by the Parties in accordance with the Final Order.

**“Effective Time”** means 12:01 a.m. on the Effective Date, or such other time on the Effective Date as the Parties agree to in writing before the Effective Date.

**“Environmental Laws”** means all applicable Laws relating to worker health and safety, pollution, natural resources, protection of the natural environment or any species that might make use of it or the generation, production, import, export, use, handling, storage, treatment, transportation, disposal or Release of Hazardous Substances, including under common law, and all Authorizations issued pursuant to such applicable Laws.

**“Expense Reimbursement Amount”** has the meaning specified in Section 7.4(a).

**“Fairness Opinion”** means the opinion of the Financial Advisor to the effect that, as of the date of such opinion, the Consideration to be received by the Company Shareholders is fair, from a financial point of view, to such holders (other than the Purchaser).

**“Final Order”** means the final order of the Court made pursuant to Section 291(4) of the BCBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) 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 both the Company and the Purchaser, each acting reasonably) on appeal.

**“Financial Advisor”** means BMO Capital Markets.

**“Government Official”** means any official, employee, or representative of any Governmental Entity or public international organization, any political party or employee thereof, or any candidate for political office.

**“Governmental Entity”** means (i) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, commissioner, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision, agent, authority or representative of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

**“Hazardous Substances”** means (i) petroleum and petroleum products, by-products or breakdown products, radioactive materials, asbestos, asbestos-containing materials and polychlorinated biphenyls and (ii) any substance that is defined, regulated, prohibited, designated or classified as dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any applicable Environmental Laws.

**“IFRS”** means International Financial Reporting Standards as issued by the International Accounting Standards Board.

**“Interim Order”** means the interim order of the Court made pursuant to Section 291(2) of the BCBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting and the voting requirements with respect to the Arrangement Resolution, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

**“Investment Canada Act”** means the *Investment Canada Act* (Canada).

**“Key Regulatory Approvals”** means the Regulatory Approvals listed in Schedule F.

**“Law”** means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities and, to the extent that they have the force of law, any policies,

guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

**“Legal Proceedings”** means any litigation, action, application, suit, investigation, inquiry, hearing, claim, deemed complaint, grievance, civil, administrative, regulatory, criminal or arbitration proceeding or other similar proceeding, before or by any Governmental Entity (including any appeal or review thereof and any application for leave for appeal or review).

**“Lien”** means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

**“Matching Period”** has the meaning specified in Section 5.4(a)(iii).

**“Material Adverse Effect”** means, in respect of either Party, any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, state of facts or circumstances, is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, financial condition or liabilities (contingent or otherwise) of such Party and its Subsidiaries, taken as a whole, except any such change, event, occurrence, effect, state of facts or circumstance resulting from, arising in connection with or related to:

- (a) any change or development generally affecting the industries or segments in which such Party and its Subsidiaries operate or carry on their business;
- (b) any change or development in currency exchange, interest or inflation rates or in general economic, business, regulatory, political or market conditions or in financial, credit, commodities, securities or capital markets in Canada, the United States or globally;
- (c) any adoption, proposal, implementation or change in applicable Law or any interpretation of applicable Law by any Governmental Entity;
- (d) any change in IFRS or changes in applicable regulatory accounting requirements applicable to the industries in which it conducts business;
- (e) any hurricane, flood, tornado, earthquake or other natural disaster or man-made disaster;
- (f) the commencement or continuation of war, armed hostilities, including the escalation or worsening thereof, or acts of terrorism;
- (g) the commencement or continuation of an epidemic, pandemic or other outbreak of illness or public health event, including the escalation or worsening thereof;
- (h) the announcement of this Agreement or the transactions contemplated hereby, including any loss or threatened loss of, or adverse change or threatened adverse change in, the relationship of such Party and/or any of its Subsidiaries with any of its current or prospective employees, customers, shareholders,

distributors, suppliers, counterparties, insurance underwriters or partners; or

- (i) any action taken (or omitted to be taken) by such Party or any of its Subsidiaries which is required to be taken (or omitted to be taken) pursuant to this Agreement or that is consented to by the other Party in writing;
- (j) any matter which: (i) has been publicly disclosed in the public filings of such Party on SEDAR prior to the date of this Agreement;;
- (k) any failure by such Party to meet any analysts' estimates or expectations of such Party's revenue, earnings or other financial performance or results of operations for any period, or any failure by such Party or any of its Subsidiaries to meet any internal budgets, plans or forecasts of its revenues, earnings or other financial performance or results of operations (it being understood that, without limiting the applicability of clauses (a) through (j) and (l) of this definition, the causes underlying such failure may be taken into account in determining whether a Material Adverse Effect has occurred); and
- (l) any change in the market price or trading volume of any securities of such Party (it being understood that, without limiting the applicability of clauses (a) through (k) of this definition, the causes underlying such change may be taken into account in determining whether a Material Adverse Effect has occurred), or any suspension of trading in securities generally or on any securities exchange on which any securities of such Party trade,

provided, however, that (A) with respect to clauses (a) through (g) of this definition, such matter does not have a materially disproportionate effect on such Party and its Subsidiaries, taken as a whole, relative to other comparable companies and entities operating in the industries in which such Party and/or its Subsidiaries operate, in which case such effect may be taken into account in determining whether a Material Adverse Effect in respect of such Party has occurred, and (B) references in this Agreement to dollar amounts are not intended to be and shall not be deemed to be illustrative or interpretative for purposes of determining whether a Material Adverse Effect has occurred.

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

**"Misrepresentation"** means an untrue statement of a material fact or an omission to state a material fact required or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made.

**"NI 43-101"** means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.

**"Notice"** has the meaning specified in Section 8.3.

**"officer"** has the meaning specified in the *Securities Act* (Ontario).

**"Ordinary Course"** means, with respect to an action taken by a Party or its Subsidiary, that such action is consistent with the past practices of such Party or such Subsidiary,

and is taken in the usual and ordinary course of the normal day-to-day operations of the business of such Party or such Subsidiary; provided, however, that any reasonable action taken by a Party or any of its Subsidiaries arising out of or related to any epidemic, pandemic or other outbreak of illness or public health event shall be deemed for the purposes of this Agreement to have been taken by such Party or any of its Subsidiaries in the Ordinary Course.

**“Outside Date”** means August 30, 2020, subject to the right of either the Purchaser or the Company to postpone the Outside Date for up to an additional 60 days (in 30-day increments) if one or more of the Key Regulatory Approvals have not been obtained in sufficient time to allow the Effective Date to occur by August 30, 2020 and none of such remaining Key Regulatory Approvals has been denied by a non-appealable decision of a Governmental Entity by giving written notice to the other Party to such effect no later than 5:00 p.m. on the date that is not less than three days prior to the original Outside Date (and any subsequent Outside Date), or such later date as may be agreed to in writing by the Parties; provided that, notwithstanding the foregoing, (a) a Party shall not be permitted to postpone the Outside Date if the failure to obtain a Key Regulatory Approval is the result of such Party’s breach of its obligations under this Agreement with respect to obtaining such Key Regulatory Approval, and (b) in the aggregate such postponements shall not exceed 60 days from the original Outside Date.

**“Parties”** means the Company and the Purchaser, and **“Party”** means any one of them.

**“Permitted Liens”** means, in respect of the Company or any of its Subsidiaries, any one or more of the following:

- (a) Liens or deposits for Taxes or charges for electricity, gas, power, water and other utilities (i) which are not yet due and payable or delinquent or (ii) which are being contested in good faith by appropriate proceedings and in respect of which the applicable Governmental Entities are prevented from taking collection action during the valid contest of such amounts and in respect of which reserves have been provided in the most recently published consolidated financial statements of the Company in accordance with IFRS;
- (b) inchoate or statutory Liens of contractors, subcontractors, mechanics, workers, suppliers, materialmen, carriers and others in respect of the construction, maintenance, repair or operation of the Company Assets, provided that such Liens are related to obligations not yet due or delinquent, are not registered against title to any Company Assets and in respect of which adequate holdbacks are being maintained as required by applicable Law imposed by any Governmental Entity having jurisdiction over real property;
- (c) municipal by-laws, regulations, ordinances, zoning law, building or land use restrictions and other limitations imposed by any Governmental Entity having jurisdiction over real property and any other restrictions affecting or controlling the use, marketability or development of real property;
- (d) customary rights of general application reserved to or vested in any Governmental Entity to control or regulate any interest in the facilities in which the Company or any of its Subsidiaries conduct their business, provided that such Liens, encumbrances, exceptions, agreements, restrictions, limitations,

contracts and rights (i) were not incurred in connection with any indebtedness, and (ii) do not, individually or in the aggregate, have a material adverse effect on the value or materially impair or add material cost to the use of the subject property;

- (e) Liens incurred, created and granted in the Ordinary Course to a public utility, municipality or Governmental Entity in connection with operations conducted with respect to the Company Assets, but only to the extent those Liens relate to costs and expenses for which payment is not yet due or delinquent;
- (f) easements, rights of way, restrictions, restrictive covenants, servitudes and similar rights in land including rights of way and servitudes for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric light, power, telephone, telegraph or cable television conduits, poles, wires and cables, that in each case do not materially adversely impact the use of such property as it is being used on the date of this Agreement;
- (g) such other imperfections or irregularities of title or Liens as do not individually or in the aggregate materially detract from the value or materially adversely affect the use of the properties or assets subject thereto or affected thereby or otherwise materially impair business operations at such properties;
- (h) any Liens, other than those described above, that are (i) registered or of record as of the date hereof against title to real property comprising Company Assets in the applicable land registry offices or recording offices, or (ii) registered or recorded, as of the date hereof, against the Company Assets in a public personal property registry, or similar registry systems; and
- (i) those Liens created pursuant to the Company Debentures.

**“Person”** includes any individual, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including Governmental Entity), syndicate or other entity, whether or not having legal status.

**“Plan of Arrangement”** means the plan of arrangement, substantially in the form of Schedule A, subject to any amendments or variations to such plan made in accordance with Section 8.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

**“Proposed GUY Acquisition”** has the meaning specified in Section 4.3.

**“Purchaser”** has the meaning specified in the preamble.

**“Purchaser Acquisition Proposal”** means, other than any transaction involving only the Purchaser and/or one or more of its wholly-owned Subsidiaries, any offer, proposal or inquiry (whether written or oral) from any Person or group of Persons relating to: (i) any direct or indirect sale or disposition (or any lease, long-term supply agreement, licence or other arrangement having the same economic effect as a sale) of assets of

the Purchaser or any of its Subsidiaries (including any voting or equity securities of any of the Purchaser's Subsidiaries) representing 50% or more of the consolidated assets, or contributing 50% or more of the consolidated revenue or earnings, of the Purchaser and its Subsidiaries taken as whole (in each case based on the consolidated financial statements of the Purchaser most recently filed on SEDAR prior to such offer, proposal or inquiry), or (ii) any direct or indirect acquisition by any Person or group of Persons acting jointly or in concert within the meaning of Securities Laws, of Purchaser Common Shares (including securities convertible into or exercisable or exchangeable for Purchaser Common Shares) representing, when taken together with the Purchaser Common Shares of the Company (including securities convertible into or exercisable or exchangeable for Purchaser Common Shares) held by any such Person or group of Persons, 50% or more of the Purchaser Common Shares (assuming, if applicable, the conversion, exchange or exercise of such securities convertible into or exercisable or exchangeable for Purchaser Common Shares), in either case whether by way of take-over bid, tender offer, exchange offer, treasury issuance, plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, share or asset purchase, joint venture, liquidation, dissolution, winding up or other similar transaction involving the Purchaser or any of its Subsidiaries, and whether in a single transaction or a series of related transactions.

**"Purchaser Board"** means the board of directors of the Purchaser, as may be constituted from time to time.

**"Purchaser Board Recommendation"** has the meaning specified in Section 2.6(b).

**"Purchaser Circular"** means the notice of meeting and accompanying management information circular (including all schedules, appendices and exhibits thereto) to be sent to the Purchaser Shareholders in connection with the Purchaser Meeting, including any amendments or supplements thereto.

**"Purchaser Common Share"** means a common share in the capital of the Purchaser.

**"Purchaser Filings"** means all documents publicly filed under the profile of the Purchaser on SEDAR and EDGAR since January 1, 2019.

**"Purchaser Meeting"** means, if required pursuant to applicable Law including the policies of the TSX, a special meeting of the holders of Purchaser Common Shares, including any adjournment or postponement of such meeting, to be called and held to consider approval of the issuance of Purchaser Common Shares pursuant to the Arrangement and the approval of any matters incidental or necessary to complete the Arrangement and the Proposed GUY Acquisition .

**"Purchaser Mineral Rights"** has the meaning specified in Paragraph 15 of Schedule E.

**"Purchaser Property"** has the meaning specified in Paragraph 15 of Schedule E.

**"Purchaser Shareholders"** means the registered or beneficial holders of the Purchaser Common Shares, as the context requires.

**"Purchaser Shareholder Resolution"** means the ordinary resolution to be

considered and, if thought fit, passed by the Purchaser Shareholders at the Purchaser Meeting to approve the issuance by the Purchaser of the Purchaser Common Shares pursuant to the Plan of Arrangement and the Proposed GUY Acquisition, to be substantially in the form and content of Schedule C.

**“Real Property Lease”** means any lease, sublease, license, occupancy agreement or other agreement with respect to any real property leased, subleased or licensed by the Company or any of its Subsidiaries.

**“Receiving Party”** has the meaning specified in the definition of Confidential Information.

**“Regulatory Approval”** means, in respect of a Party, any consent, waiver, permit, exemption, review, order, decision or approval of, or any registration and filing with, any Governmental Entity, or the expiry, waiver or termination of any waiting period imposed by Law or a Governmental Entity, in each case required to be obtained or made by such Party in connection with the Arrangement or otherwise necessary to permit the Parties to complete their obligations under this Agreement.

**“Release”** has the meaning prescribed in any Environmental Law and includes any sudden, intermittent or gradual release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction of a Hazardous Substance, whether accidental or intentional, into the environment.

**“Representative”** has the meaning specified in Section 5.1(a).

**“Required Approval”** has the meaning specified in Section 2.2(b).

**“SEC”** means the United States Securities and Exchange Commission.

**“Securities Authorities”** means the Ontario Securities Commission and any other applicable securities commissions or securities regulatory authority of a province or territory of Canada.

**“Securities Laws”** means the *Securities Act* (Ontario) and any other applicable Canadian provincial securities laws, rules and regulations and published policies thereunder.

**“SEDAR”** means the System for Electronic Document Analysis and Retrieval maintained on behalf of the Securities Authorities.

**“Superior Proposal”** means any *bona fide* written Acquisition Proposal from a Person or Persons acting jointly or in concert (other than the Purchaser and its affiliates) to acquire not less than all of the outstanding Common Shares (other than the Common Shares beneficially owned by the Person or group of Persons making such Superior Proposal) or all or substantially all of the assets of the Company on a consolidated basis: (i) that did not result from or involve a breach of Article 5, (ii) that is reasonably capable of being completed without undue delay, taking into account all financial, legal, regulatory and other aspects of such proposal and the Person or group of Persons making such proposal; (iii) that is not subject to any financing contingency and in respect

of which, to the satisfaction of the Board, acting in good faith, adequate arrangements have been made to ensure that the required funds will be available to effect payment in full for all of the Common Shares or assets, as the case may be; (iv) that is, as at the date the Company provides the Superior Proposal Notice to the Purchaser, not subject to any due diligence or access condition; and (v) in respect of which the Board determines, in its good faith judgment, after receiving the advice of its financial advisors and its outside legal advisors and after taking into account all the terms and conditions of the Acquisition Proposal, that the Acquisition Proposal would, if completed in accordance with its terms (but without assuming away any risk of non-completion), result in a transaction which is more favourable, from a financial point of view, to the Company Shareholders than the Arrangement (including any amendments to the terms and conditions of the Arrangement proposed by the Purchaser pursuant to Section 5.4(b)).

**“Superior Proposal Notice”** has the meaning specified in Section 5.4(a)(ii).

**“Support and Voting Agreements”** means each of the support and voting agreements dated the date hereof between the Purchaser and each of the directors and senior officers of the Company who are Company Shareholders.

**“Tax Act”** means the *Income Tax Act* (Canada).

**“Tax Returns”** means any and all returns, reports, declarations, elections, notices, forms, designations, filings, and statements (including estimated tax returns and reports, withholding tax returns and reports, and information returns and reports) filed or required to be filed in respect of Taxes.

**“Taxes”** means (i) any and all taxes, duties, fees, excises, premiums, assessments, imposts, levies and other charges or assessments of any kind whatsoever imposed by any Governmental Entity, whether computed on a separate, consolidated, unitary, combined or other basis, including those levied on, or measured by, or described with respect to, income, gross receipts, profits, gains, windfalls, capital, capital stock, production, recapture, transfer, land transfer, license, gift, occupation, wealth, escheat, environment, net worth, indebtedness, surplus, sales, goods and services, harmonized sales, provincial sales, use, value-added, excise, special assessment, stamp, withholding, business, franchising, real or personal property, health, employee health, payroll, workers’ compensation, employment or unemployment, severance, social services, social security, education, utility, surtaxes, customs, import or export, and including all license and registration fees and all employment insurance, health insurance and government pension plan premiums or contributions; (ii) all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Entity on or in respect of amounts of the type described in clause (i) above or this clause (ii); (iii) any liability for the payment of any amounts of the type described in clauses (i) or (ii) for or to or in respect of any other Person, including as a result of being a member of an affiliated, consolidated, combined or unitary group for any period or by virtue of any statute (including under sections 159 and 160 of the Tax Act); and (iv) any liability for the payment of any amounts of the type described in clauses (i) or (ii) as a result of any express or implied obligation to indemnify any other Person or as a result of being a transferee or successor in interest to any party.

**“Termination Amount”** has the meaning specified in Section 7.4(a).

“**Termination Amount Event**” has the meaning specified in Section 7.4(b).

“**TSX**” means the Toronto Stock Exchange.

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

“**U.S. Exchange Act**” means the *Securities Exchange Act* of 1934 of the United States of America, as amended.

“**U.S. Investment Company Act**” means the Investment Company Act of 1940 of the United States of America, as amended.

“**U.S. Securities Act**” means the Securities Act of 1933 of the United States of America, as amended.

“**U.S. Securities Laws**” means the U.S. Securities Act, the U.S. Exchange Act, the U.S. Investment Company Act, any applicable U.S. federal securities laws, rules and regulations and any applicable U.S. state securities laws.

## 1.2. Certain Rules of Interpretation

In this Agreement, unless otherwise specified:

(a) **Headings, etc.** The provision of a Table of Contents, 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) **Currency.** All references to dollars or to \$ are references to Canadian dollars, unless otherwise specified.

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

(d) **Certain Phrases and References, etc.** The words “including”, “includes” and “include” mean “including (or includes or include) without limitation,” and “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of.” 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.

(e) **Capitalized Terms.** All capitalized terms used in any Schedule hereto have the meanings ascribed to them in this Agreement.

(f) **Knowledge.** Where any representation or warranty is expressly qualified by reference:

- (i) to the knowledge of the Company, it is deemed to refer to the actual or constructive knowledge of the Chief Executive Officer; President; Chief Financial Officer; and Executive Vice President, after making reasonable inquiries of the applicable employees, consultants or directors of the Company or its Subsidiaries, in each case who are currently employed

and not absent from work by reason of leave of absence or otherwise, or otherwise engaged by the Company, as applicable, with respect to the matters that are the subject of the representations and warranties; or

- (ii) to the knowledge of the Purchaser, it is deemed to refer to the actual or constructive knowledge of the Chief Executive Officer; Chief Financial Officer; Vice President, Corporate Affairs; Vice President, Exploration; and the Vice President, Legal, after making reasonable inquiries of the applicable employees, consultants or directors of the Purchaser or its Subsidiaries, in each case who are currently employed and not absent from work by reason of leave of absence or otherwise, or otherwise engaged by the Purchaser, as applicable, with respect to the matters that are the subject of the representations and warranties.

(g) **Accounting Terms.** Unless otherwise specified herein, all accounting terms are to be interpreted in accordance with IFRS and all determinations of an accounting nature in respect of the Company required to be made shall be made in a manner consistent with IFRS.

(h) **Statutes.** Any reference to a statute refers to such statute and all rules and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.

(i) **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. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.

(j) **Time References.** References to time are to local time, Vancouver, British Columbia.

(k) **Affiliates, Subsidiaries and Significant Interest Entities.** For the purpose of this Agreement, a Person is an “**Affiliate**” of another Person if one of them is a Subsidiary of the other or each one of them is controlled, directly or indirectly, by the same Person. A “**Subsidiary**” means a Person that is controlled directly or indirectly by another Person and includes a Subsidiary of that Subsidiary. A Person is considered to “**control**” another Person if: (i) the first Person beneficially owns or directly or indirectly exercises control or direction, by contract or otherwise, over securities of the second Person carrying votes which, if exercised, would entitle the first Person to elect a majority of the directors of the second Person, unless that first Person holds the voting securities only to secure an obligation, or (ii) the second Person is a partnership, other than a limited partnership, and the first Person holds more than 50% of the interests of the partnership, or (iii) the second Person is a limited partnership, and the general partner of the limited partnership is the first Person. A Significant Interest Entity means a corporation that is publicly listed and that is not a Subsidiary, 25% or more of whose issued and outstanding shares are beneficially owned directly or indirectly by the Purchaser.

### 1.3. Schedules

(a) The Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

## ARTICLE 2 THE ARRANGEMENT

### 2.1. The Arrangement

The Company and the Purchaser agree that the Arrangement will be implemented in accordance with and subject to the terms and conditions of this Agreement and the Plan of Arrangement.

### 2.2. Interim Order

As soon as reasonably practicable after the date of this Agreement, the Company shall apply in a manner reasonably acceptable to the Purchaser pursuant to Part 9, Division 5 of the BCBCA and, in cooperation with the Purchaser, prepare, file and diligently pursue an application for the Interim Order, which shall provide, among other things:

(a) for the class(es) of persons to whom notice is to be provided in respect of the Arrangement and the Company Meeting and for the manner in which such notice is to be provided;

(b) that the required level of approval (the “**Required Approval**”) for the Arrangement Resolution shall be (i) two-thirds of the votes cast on the Arrangement Resolution by Company Shareholders present in person or represented by proxy at the Company Meeting and (ii) if required by MI 61-101, minority approval in accordance with MI 61-101;

(c) that, in all other respects, the terms, restrictions and conditions of the Company’s Constating Documents, including quorum requirements, shall apply in respect of the Company Meeting;

(d) for the grant of the Dissent Rights only to those Company Shareholders who are registered Company Shareholders as contemplated in the Plan of Arrangement;

(e) for the notice requirements with respect to the presentation of the application to the Court for the Final Order;

(f) that the Company Meeting may be adjourned or postponed from time to time by the Company in accordance with the terms of this Agreement without the need for additional approval of the Court;

(g) confirmation of the record date for the purposes of determining the Company Shareholders entitled to notice of and to vote at the Company Meeting in accordance with the Interim Order;

(h) that the record date for the Company Shareholders entitled to notice of and to vote at the Company Meeting will not change in respect of any adjournment(s) of the Company Meeting, unless required by applicable Laws;

(i) that it is the Purchaser's intention to rely upon the exemption from registration provided by Section 3(a)(10) of the U.S. Securities Act with respect to the issuance of the Purchaser Shares to be issued pursuant to the Arrangement, based on the Court's approval of the Arrangement; and

(j) for such other matters as the Purchaser or the Company may reasonably require, subject to obtaining the prior consent of the other Party, such consent not to be unreasonably withheld, conditioned or delayed.

### **2.3. The Company Meeting**

Subject to the terms of this Agreement and the receipt of the Interim Order, the Company shall:

(a) convene and conduct the Company Meeting in accordance with the Interim Order, the Company's Constatting Documents and applicable Law as soon as reasonably practicable, and in any event on or before July 30, 2020, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Company Meeting without the prior written consent of the Purchaser, except:

- (i) as required for quorum purposes (in which case the Company Meeting shall be adjourned and not cancelled), by applicable Law or by a valid Company Shareholder action (which action is not solicited or proposed by the Company or the Board); or
- (ii) as otherwise expressly permitted under this Agreement;

(b) use commercially reasonable efforts to solicit proxies in favour of the approval of the Arrangement Resolution and against any resolution submitted by any Company Shareholder that is inconsistent with the Arrangement Resolution or the completion of any of the transactions contemplated by this Agreement, including, if so requested by the Purchaser, acting reasonably, and at the Purchaser's expense, using proxy solicitation services firms acceptable to the Purchaser to solicit proxies in favour of the approval of the Arrangement Resolution;

(c) provide the Purchaser with copies of or access to information regarding the Company Meeting generated by any proxy solicitation services firm, as reasonably requested from time to time by the Purchaser, acting reasonably;

(d) consult with the Purchaser in fixing the date of the Company Meeting, give notice to the Purchaser of the Company Meeting and allow the Purchaser's representatives and legal counsel to attend the Company Meeting;

(e) promptly advise the Purchaser, at such times as the Purchaser may reasonably request and at least on a daily basis on each of the last 7 Business Days prior to the date of the Company Meeting, as to the aggregate tally of the proxies received by the Company in respect of the Arrangement Resolution;

(f) promptly advise the Purchaser of receipt of any communication (written or oral) from any Company Shareholder or any other securityholder of the Company in opposition to the Arrangement (other than non-substantive communications) and/or relating to the exercise or

purported exercise or withdrawal of Dissent Rights;

(g) not change the record date for the Company Shareholders entitled to vote at the Company Meeting in connection with any adjournment or postponement of the Company Meeting (unless required by applicable Law or the Interim Order);

(h) not waive any failure by any holder of Common Shares to timely deliver a notice of exercise of Dissent Rights, make any payment or settlement offer, or agree to any payment or settlement prior to the Effective Time with respect to Dissent Rights without the prior written consent of the Purchaser; and

(i) at the reasonable request of the Purchaser from time to time, the Company shall provide the Purchaser with: (i) a list of the registered Company Shareholders, together with their addresses and respective holdings of Common Shares; (ii) a list of the holders of the Company Options, the Company Warrants and the Company Debentures, together with their addresses and respective holdings of Company Options, Company Warrants and Company Debentures; and/or (iii) a list of participants and book-based nominee registrants such as CDS & Co., CEDE & Co. and DTC (as applicable), and non-objecting beneficial owners of the Common Shares, together with their addresses and respective holdings of the Common Shares. The Company shall from time to time require that its registrar and transfer agent furnish the Purchaser with such additional information, including updated or additional lists of the Company Shareholders, and lists of securities positions and other assistance as the Purchaser may reasonably request in order to be able to communicate with the Company Shareholders with respect to the Arrangement.

#### **2.4. Purchaser Meeting**

Subject to the terms of this Agreement, the Purchaser shall:

- (a) convene and conduct the Purchaser Meeting in accordance with the Purchaser's notice of articles and articles and applicable Law as soon as reasonably practicable, and in any event on or before July 30, 2020, and not adjourn, postpone or cancel (or propose the adjournment, postponement or cancellation of) the Purchaser Meeting without the prior written consent of the Company, except:
- (i) as required for quorum purposes (in which case the Purchaser Meeting shall be adjourned and not cancelled), by applicable Law or by a valid Purchaser Shareholder action (which action is not solicited or proposed by the Purchaser or the Purchaser Board);
  - (ii) in the event that the Company Meeting is adjourned or postponed, in which case the Purchaser Meeting may be adjourned or postponed in order to ensure that the Purchaser Meeting occurs on the same day as the Company Meeting; or
  - (iii) as otherwise expressly permitted under this Agreement;
- (b) use commercially reasonable efforts to solicit proxies in favour of the approval of the Purchaser Shareholder Resolution and against any resolution submitted by any Company Shareholder that is inconsistent with the Purchaser

Shareholder Resolution or the completion of any of the transactions contemplated by this Agreement, including, at the Purchaser's discretion or if so requested by the Company, acting reasonably, using proxy solicitation services firms acceptable to the Purchaser to solicit proxies in favour of the approval of the Purchaser Shareholder Resolution;

- (c) provide the Company with copies of or access to information regarding the Purchaser Meeting generated by any proxy solicitation services firm, as reasonably requested from time to time by the Company, acting reasonably;
- (d) consult with the Company in fixing the date of the Purchaser Meeting, give notice to the Company of the Purchaser Meeting and allow the Company's representatives and legal counsel to attend the Purchaser Meeting;
- (e) promptly advise the Company, at such times as the Company may reasonably request and at least on a daily basis on each of the last 7 Business Days prior to the date of the Purchaser Meeting, as to the aggregate tally of the proxies received by the Purchaser in respect of the Purchaser Shareholder Resolution;
- (f) promptly advise the Company of receipt of any communication (written or oral) from any Purchaser Shareholder or any other securityholder of the Purchaser in opposition to the Arrangement (other than non-substantive communications); and
- (g) not change the record date for the Purchaser Shareholders entitled to vote at the Purchaser Meeting in connection with any adjournment or postponement of the Purchaser Meeting (unless required by applicable Law).

## **2.5. The Company Circular**

(a) Subject to the Purchaser's compliance with Section 2.4(d), the Company shall promptly prepare and complete the Company Circular together with any other documents required by Law in connection with the Company Meeting and the Arrangement, and the Company shall, promptly after obtaining the Interim Order, cause the Company Circular and such other documents to be filed and sent to each Company Shareholder and other Person as required by the Interim Order and Law, in each case using all reasonable commercial efforts so as to permit the Company Meeting to be held as soon as reasonably practicable as specified in Section 2.3(a).

(b) On the date of mailing thereof, the Company shall ensure that the Company Circular complies in all material respects with applicable Law and the Interim Order, does not contain any Misrepresentation (except that the Company shall not be responsible for any information included in the Company Circular related to the Purchaser and its Affiliates that was furnished by the Purchaser for inclusion in the Company Circular pursuant to Section 2.4(d)) and provides the Company Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Company Meeting. Without limiting the generality of the foregoing, the Company Circular shall include: (i) a copy the Fairness Opinion, (ii) subject to Article 5, a statement that the Board has received the Fairness Opinion and has unanimously, after receiving legal and financial advice, determined that the Arrangement is fair, from a financial point of view, to the Company Shareholders (other than the Purchaser) and that the Arrangement is in the best interests of the Company and recommends

that the Company Shareholders vote in favour of the Arrangement Resolution (the “**Board Recommendation**”), (iii) a statement that the directors and senior officers of the Company who are holders of Common Shares have agreed to vote their Common Shares in favour of the Arrangement Resolution pursuant to the Support and Voting Agreements; and (iv) all statements that , in the reasonable judgement of the Parties and their legal counsel, are required to allow the Parties to rely on the exemption in Section 3(a)(10) of the U.S. Securities Act.

(c) The Company shall give the Purchaser and its legal counsel a reasonable opportunity to review and comment on drafts of the Company Circular and other related documents, and shall give reasonable consideration to any comments made by them, and agrees that all information relating solely to the Purchaser or any of its Affiliates included in the Company Circular must be in a form and content satisfactory to the Purchaser.

(d) The Purchaser shall provide the Company with, on a timely basis, all information regarding the Purchaser and its Affiliates, as required by applicable Laws for inclusion in the Company Circular or in any amendments or supplements to the Company Circular. The Purchaser shall ensure that such information (including any information or documentation incorporated by reference therein) does not contain any Misrepresentation.

(e) Each Party shall promptly notify the other Party if it becomes aware that the Company Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and the Company shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Company Shareholders and, if required by the Court or by applicable Law, file the same with the Securities Authorities or any other Governmental Entity as required.

## **2.6. Purchaser Circular**

(a) Subject to the Company’s compliance with Section 2.6(d), the Purchaser shall promptly prepare and complete the Purchaser Circular together with any other documents required by Law in connection with the Purchaser Meeting and the Arrangement, and the Purchaser shall promptly cause the Purchaser Circular and such other documents to be filed and sent to each Purchaser Shareholder and other Person as required by Law, in each case using all reasonable commercial efforts so as to permit the Purchaser Meeting to be held as soon as reasonably practicable as specified in Section 2.4(a).

(b) On the date of mailing thereof, the Purchaser shall ensure that the Purchaser Circular complies in all material respects with applicable Law, does not contain any Misrepresentation (except that the Purchaser shall not be responsible for any information included in the Purchaser Circular related to the Company and its Affiliates that was furnished by the Company for inclusion in the Purchaser Circular pursuant to Section 2.6(d)) and provides the Purchaser Shareholders with sufficient information to permit them to form a reasoned judgement concerning the matters to be placed before the Purchaser Meeting. Without limiting the generality of the foregoing, the Purchaser Circular shall include a statement that the Purchaser Board has unanimously, after receiving legal and financial advice, determined that the Arrangement is in the best interests of the Purchaser and recommends that the Purchaser Shareholders vote in favour of the Purchaser Shareholder Resolution (the “**Purchaser Board Recommendation**”).

(c) The Purchaser shall give the Company and its legal counsel a reasonable

opportunity to review and comment on drafts of the Purchaser Circular and other related documents, and shall give reasonable consideration to any comments made by them, and agrees that all information relating solely to the Company or any of its Affiliates included in the Purchaser Circular must be in a form and content satisfactory to the Company.

(d) The Company shall provide the Purchaser with, on a timely basis, all information regarding the Company and its Affiliates, as required by applicable Laws for inclusion in the Purchaser Circular or in any amendments or supplements to the Purchaser Circular. The Company shall ensure that such information (including any information or documentation incorporated by reference therein) does not contain any Misrepresentation.

(e) Each Party shall promptly notify the other Party if it becomes aware that the Purchaser Circular contains a Misrepresentation, or otherwise requires an amendment or supplement. The Parties shall co-operate in the preparation of any such amendment or supplement as required or appropriate, and the Purchaser shall promptly mail, file or otherwise publicly disseminate any such amendment or supplement to the Purchaser Shareholders and, if required by applicable Law, file the same with the Securities Authorities or any other Governmental Entity as required.

## **2.7. Final Order**

If the Interim Order is obtained and the Arrangement Resolution is approved at the Company Meeting in accordance with the terms of the Interim Order, the Company shall take all steps necessary to submit the Arrangement to the Court and diligently pursue an application for the Final Order pursuant to Section 291(4) of the BCBCA, as soon as reasonably practicable, but in any event not later than three Business Days after the Arrangement Resolution is passed at the Company Meeting as provided for in the Interim Order.

## **2.8. Court Proceedings**

(a) The Purchaser shall cooperate with and assist the Company in, and consent to the Company, seeking the Interim Order and the Final Order, including by providing the Company on a timely basis any information regarding the Purchaser as reasonably requested by the Company or as required by applicable Law to be supplied by the Purchaser in connection therewith.

(b) In connection with all Court proceedings relating to obtaining the Interim Order and the Final Order, and in each case subject to applicable Law, the Company shall:

- (i) diligently pursue, and cooperate with the Purchaser in diligently pursuing, the Interim Order and the Final Order;
- (ii) provide legal counsel to the Purchaser with a reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection with pursuing the Interim Order or the Final Order, and give reasonable consideration to all such comments;
- (iii) provide legal counsel to the Purchaser with copies of any notice of appearance, evidence or other documents served on the Company or its legal counsel in respect of the application for the Interim Order or the Final Order or any appeal from them, and any notice, written or oral,

indicating the intention of any Person to appeal, or oppose the granting of, the Interim Order or the Final Order;

- (iv) not object to legal counsel to the Purchaser making such submissions on the hearing of the motion for the Interim Order and the application for the Final Order as such counsel considers appropriate, provided that the Company is advised of the nature of any submissions on a timely basis prior to the hearing and such submissions are consistent in all material respects with this Agreement and the Plan of Arrangement;
- (v) ensure that all material filed with the Court in connection with pursuing the Interim Order or the Final Order is consistent in all material respects with this Agreement and the Plan of Arrangement;
- (vi) oppose any proposal from any party that the Final Order contain any provision inconsistent with this Agreement;
- (vii) if at any time after the issuance of the Final Order and prior to the Effective Date the Company is required by the terms of the Final Order or by Law to return to Court with respect to the Final Order, it shall do so after notice to, and in consultation and cooperation with, the Purchaser; and
- (viii) not file any material with the Court in connection with pursuing the Interim Order or the Final Order or serve any such material, or agree to modify or amend any material so filed or served, except as contemplated by this Agreement or with the Purchaser's prior written consent, which consent may not be unreasonably withheld, conditioned or delayed, provided that the Purchaser may, in its sole discretion, withhold its consent with respect to any increase in or variation in the form of the Consideration or other modification or amendment to such filed or served materials that expands or increases the Purchaser's obligations or diminishes or limits the Purchaser's rights set forth in any such filed or served materials or under this Agreement.

## **2.9. Company Options, Company Warrants and Company Debentures**

(a) Pursuant to the terms of the Company Stock Option Plan, the Board shall prior to the Effective Time: (i) approve the acceleration of the vesting of all outstanding Company Options and upon such approval each Company Option shall be deemed to be vested and exercisable prior to the Effective Time; and (ii) approve, conditional upon completion of the Arrangement, the termination and cancellation of all Company Options that have not been exercised prior to the Effective Time without payment of any consideration to the holders of such terminated and cancelled Company Options.

(b) The Company Warrants will become exercisable for Purchaser Common Shares after the Effective Time in accordance with the terms thereof.

(c) Subject to the receipt of consent of the holders of Company Debentures contemplated by Section 6.2(f), the Company Debentures will become exercisable for Purchaser Common Shares after the Effective Time in accordance with the terms thereof.

## **2.10. Effective Date**

(a) The Effective Date shall occur, on the date which is five Business Days after the date on which all conditions set forth in Section 6.1, Section 6.2 and Section 6.3 have been satisfied or waived (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable Party or Parties in whose favour the condition is, of those conditions as of the Effective Date), unless another time or date is agreed to in writing by the Parties. From and after the Effective Time, the Arrangement will have all of the effects provided by applicable Law, including the BCBCA.

(b) The closing of the Arrangement (the “**Closing**”) will take place electronically or at such other location as may be agreed upon by the Parties.

## **2.11. Payment of Consideration**

The Purchaser shall, on or before the Effective Date, deposit, or cause to be deposited sufficient Purchaser Common Shares to satisfy the aggregate consideration payable to Company Shareholders (excluding Company Shareholders who have exercised Dissent Rights). The Company shall provide the Purchaser with a written direction specifying the amount required to be deposited pursuant to this Section three Business Days prior to the Effective Date.

## **2.12. Withholding Taxes**

The Purchaser, the Company and the Depositary, as applicable, shall be entitled to deduct or withhold from the consideration payable or otherwise deliverable to any Person pursuant to the Arrangement or this Agreement, including Company Shareholders exercising Dissent Rights, and from all dividends, other distributions or other amounts otherwise payable to any former Company Shareholders or former holders of Company Options, such Taxes or other amounts as the Purchaser, the Company or the Depositary is required to deduct or withhold with respect to such payment under the Tax Act or any provision of any other applicable Law. To the extent that Taxes or other amounts are so deducted or withheld, such deducted or withheld Taxes or other amounts shall be treated for all purposes under this Agreement as having been paid to the Person in respect of which such deduction or withholding was made, provided that such deducted or withheld Taxes are actually remitted to the appropriate taxing authority and any such other amounts deducted or withheld are remitted to the appropriate authority or person in accordance with applicable Law.

## **2.13. U.S. Securities Law Matters**

(a) The Parties agree that the Arrangement will be carried out with the intention that all the Purchaser Common Shares issued on completion of the Arrangement will be issued by the Purchaser in reliance on: (i) the exemption from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof and (ii) pursuant to exemptions from applicable state securities laws.

(b) In order to ensure the availability of the exemption under Section 3(a)(10) of the U.S. Securities Act and to facilitate the Purchaser’s compliance with other United States Securities Laws, the Parties agree that the Arrangement will be carried out in accordance with the requirements of the SEC’s Staff Legal Bulletin (SLB) No. 3A (June 18, 2008), including but

not limited to the following: (i) the Arrangement will be subject to the approval of the Court; (ii) prior to the hearing required of the Interim Order, the Court will be advised of the intention of the Parties to rely on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) thereof; (iii) the Court will hold a hearing to approve the Arrangement, and the Court shall be required to satisfy itself as to the fairness of the Arrangement prior to the issuance of the Final Order; (iv) the Court will be required to satisfy itself as to the substantive and procedural fairness of the Arrangement to the Company Shareholders; (v) the Company will ensure that each Company Shareholder will be given adequate notice (A) advising them of their right to attend the hearing of the Court to consider approval of the Arrangement; and (B) providing them with sufficient information necessary for them to exercise such right; (vi) the Company Shareholders to receive the Purchaser Common Shares will be advised that the Purchaser Common Shares issued pursuant to the Arrangement (A) have not been registered under the U.S. Securities Act, (B) will be issued by the Purchaser in reliance on the exemption from registration provided under Section 3(a)(10) of the U.S. Securities Act, and (C) may be subject to certain restrictions on resale under the U.S. Securities Laws, including, Rule 144 under the U.S. Securities Act in the case of Purchaser Common Shares issued to Affiliates of the Purchaser; (vii) the Final Order will expressly state that the Arrangement is approved by the Court as being substantially and procedurally fair to the Company Shareholders; (viii) the Interim Order will specify that each Company Shareholder, so long as they enter an appearance within a reasonable time, will have the right to appear before the Court at the hearing of the Court to consider approval of the Arrangement; and (ix) the Final Order shall include a statement to substantially the following effect:

*“This Order will serve as the basis for the exemption, pursuant to Section 3(a)(10) of the United States Securities Act of 1933, as amended, from the registration requirements otherwise imposed by that Act, regarding the distribution of securities of the Purchaser pursuant to the Plan of Arrangement.”*

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

#### **3.1. Representations and Warranties of the Company**

(a) The Company represents and warrants to the Purchaser that the representations and warranties set forth in Schedule D are true and correct as of the date hereof and acknowledges and agrees that the Purchaser is relying upon such representations and warranties in connection with the entering into of this Agreement.

(b) The representations and warranties of the Company contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

(c) Except for the representations and warranties set forth in this Agreement, neither the Company nor any other Person (i) has made or makes any other express or implied representation and warranty, either written or oral, on behalf of the Company, or (ii) has made or makes any representation or warranty to the Purchaser or any of its Representatives, with respect to any financial projection, forecast, guidance, estimates of revenues, earnings or cash flows, budget or prospective information relating to the Company or any of its Subsidiaries or their respective businesses or operations.

#### **3.2. Representations and Warranties of the Purchaser**

(a) The Purchaser represents and warrants to the Company that the representations and warranties set forth in Schedule E are true and correct as of the date hereof and acknowledge and agree that the Company is relying upon such representations and warranties in connection with the entering into of this Agreement.

(b) The representations and warranties of the Purchaser contained in this Agreement shall not survive the completion of the Arrangement and shall expire and be terminated on the earlier of the Effective Time and the date on which this Agreement is terminated in accordance with its terms.

(c) Except for the representations and warranties set forth in this Agreement, neither the Purchaser nor any other Person (i) has made or makes any other express or implied representation and warranty, either written or oral, on behalf of the Purchaser, or (ii) has made or makes any representation or warranty to the Company or any of its Representatives, with respect to any financial projection, forecast, guidance, estimates of revenues, earnings or cash flows, budget or prospective information relating to the Purchaser or any of its Subsidiaries or their respective businesses or operations.

#### **ARTICLE 4 COVENANTS**

##### **4.1. Conduct of Business of the Company**

(a) The Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the prior written consent of the Purchaser (which consent may not be unreasonably withheld, conditioned or delayed), (ii) as required or expressly permitted by this Agreement or the Plan of Arrangement, or (iii) as required by applicable Law or a Governmental Entity, the Company shall, and shall cause each of its Subsidiaries to:

- (i) subject to clause (ii) below and except as required to comply with any Laws, orders, directives, guidelines or recommendations by any Government Entity in connection with or in response to COVID-19, use commercial reasonable efforts to conduct its business in the Ordinary Course and in accordance with applicable Laws; and
- (ii) use commercially reasonable efforts to maintain and preserve its business organization, assets (including, for greater certainty, the Company Assets), goodwill, employment relationships (other than where terminated for cause or by reason of resignation or retirement) and business relationships with other Persons with which the Company or any of its Subsidiaries have business relations.

(b) Without limiting the generality of Section 4.1(a), the Company covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the prior written consent of the Purchaser (which consent may not be unreasonably withheld, conditioned or delayed), (ii) as required or expressly permitted by this Agreement or the Plan of Arrangement, or (iii) as required by applicable Law or a Governmental Entity, the Company shall not, and the Company shall cause each of its Subsidiaries not to, directly or indirectly:

- (i) amend its Constatting Documents;

- (ii) split, combine, subdivide or reclassify any shares of its capital stock or other equity interests;
- (iii) declare, set aside or pay any dividend or other distribution on any shares of its capital stock or other equity interests (whether in cash, stock or property or any combination thereof), except for dividends or distributions by a wholly-owned Subsidiary to the Company or a wholly-owned Subsidiary;
- (iv) redeem, repurchase, or otherwise acquire or offer to redeem, repurchase or otherwise acquire any shares of its capital stock or other equity interests or any of its outstanding securities;
- (v) issue, deliver, sell, pledge or otherwise encumber, or authorize the issuance, delivery, sale, pledge or other encumbrance of any shares of its capital stock or other equity or voting interests, or any options, warrants or similar rights exercisable or exchangeable for or convertible into such capital stock or other equity or voting interests, except for the issuance of Common Shares issuable upon the exercise of Company Options or Company Warrants or upon conversion of Company Debentures outstanding on the date hereof;
- (vi) reorganize, arrange, restructure, amalgamate or merge the Company or any of its Subsidiaries;
- (vii) adopt a plan of or resolutions providing for the complete or partial liquidation or dissolution, merger, consolidation, restructuring, recapitalization or other reorganization of the Company or any of its Material Subsidiaries;
- (viii) acquire (by merger, consolidation, acquisition of stock or assets or otherwise), or commit to acquire, directly or indirectly, in one transaction or in a series of related transactions, assets, securities, properties, interests or businesses other than in the Ordinary Course;
- (ix) sell, pledge, lease, license, encumber (other than a Permitted Lien) or otherwise transfer any assets of the Company or of any of its Subsidiaries or any interest in any assets of the Company and its Subsidiaries, other than assets sold in the Ordinary Course or assets that are obsolete, damaged or destroyed;
- (x) make any capital expenditure or commitment to do so outside of the Ordinary Course;
- (xi) abandon or fail to diligently pursue any application for any material Authorizations, leases, permits or registrations for the Company or any of its Subsidiaries or take any action, or fail to take any action, that could lead to the termination of any material Authorizations, leases or registrations of the Company or any of its Subsidiaries;
- (xii) except as contemplated herein, allow the Company or any of its

Subsidiaries to (A) amend or modify in any material respect, or terminate or waive any material right under, any Material Contract, (B) enter into any contract or agreement that would be a Material Contract if in effect on the date hereof, or (C) make any bid or tender after the date of this Agreement which, if accepted, would result in the Company being obligated to enter into a contract that would be a Material Contract if in effect on the date hereof (other than the renewal of a Contract in existence on the date hereof on terms materially consistent with terms in existence on the date hereof);

- (xiii) except in the Ordinary Course, enter into any new Real Property Lease or amend the terms of any existing Real Property Lease;
- (xiv) in respect of any Company Assets, waive, release, surrender, abandon, let lapse, grant or transfer any material right or amend, modify or change, or agree to amend, modify or change, any existing material Authorization, right to use, lease, Material Contract or Intellectual Property;
- (xv) except as contemplated in Section 4.9 and except for renewals in the Ordinary Course, amend, modify, terminate, cancel or let lapse any material insurance (or re-insurance) policy of the Company or any Subsidiary in effect on the date of this Agreement, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and re-insurance companies of nationally recognized standing providing coverage substantially similar to or greater than the coverage under the terminated, cancelled or lapsed policies are in full force and effect and the Company shall provide notice to the Purchaser in respect thereof;
- (xvi) prepay any long term indebtedness before its scheduled maturity or create, incur, assume or otherwise become liable for any indebtedness for borrowed money or guarantees thereof other than (i) indebtedness owing by one wholly-owned Subsidiary of the Company to the Company or another wholly-owned Subsidiary of the Company, or of the Company to another wholly-owned Subsidiary of the Company, or (ii) indebtedness entered into at the request of the Purchaser, in connection with the Arrangement, or where the Purchaser or any of its Affiliates is the lender;
- (xvii) make, change or revoke any loan or advance to, or any capital contribution or investment in, or assume, guarantee or otherwise become liable with respect to the liabilities or obligations of, any Person other than advances and capital contributions to wholly-owned Subsidiaries of the Company in the Ordinary Course or guarantees of the Company or a Subsidiary to the Purchaser or any of its Affiliates in connection with loans from the Purchaser or any of its Affiliates;
- (xviii) enter into any interest rate, currency, equity or commodity swaps, hedges, derivatives, forward sales contracts or similar financial instruments;
- (xix) take any action or knowingly permit any inaction or enter into any

transaction that would have the effect of preventing the Purchaser from obtaining a full tax cost “bump” pursuant to paragraphs 88(1)(c) and (d) of the Tax Act in respect of the non-depreciable capital property owned by the Company or a Subsidiary of the Company for the purposes of the Tax Act upon an amalgamation with the Company or such Subsidiary or a winding-up of the Company or such Subsidiary into the Purchaser (or successor by amalgamation);

- (xx) make, change or revoke any material Tax election or designation, settle or compromise any material Tax claim, assessment, reassessment or liability, file any amended Tax Return, enter into, cancel or modify any material agreement with a Governmental Entity with respect to Taxes, surrender any right to claim a material Tax abatement, reduction, deduction, exemption, credit or refund, consent to the extension or waiver of the limitation period applicable to any material Tax matter or materially amend or change any of its methods or periods of reporting income, deductions or accounting for income Tax purposes except as may be required by applicable Law;
- (xxi) make any material change in the Company’s methods of accounting, except as required by concurrent changes in IFRS or as otherwise required by applicable Law;
- (xxii) (A) make, or promise to make, any changes to any Collective Agreement, Employee Plan, written employment agreements and/or any other terms and conditions of employment applicable to any Company Employee, including granting or promising to grant, any general increase in the rate of wages, salaries, benefits, bonuses or other remuneration of any Company Employees or independent contractor or making, or promising to make, any bonus or profit sharing distribution or similar payment of any kind, or adopting, or promising to adopt, or otherwise implement any employee or executive bonus or retention plan or program, except as required by the terms of any Collective Agreement, Employee Plan, written employment agreements or applicable Law and/or offer employment to or hire any new Company Employees (other than any offers of employment or hiring in the Ordinary Course); or (B) announce, implement or effect any reduction in force, lay-off or early retirement program, severance program or other similar program or effort concerning the termination of employment of Company Employees (other than employee terminations in the Ordinary Course);
- (xxiii) except as may be required by applicable Law or the terms of any existing Employee Plan provided to the Purchaser prior to the date hereof or any Contract (including, for greater certainty, in connection with any termination for cause): (A) increase any severance, change of control or termination pay to (or amend any existing arrangement with) any Company Employee or any director of the Company or any of its Subsidiaries; (B) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any director or officer or senior manager of the Company or, other than in the Ordinary Course, any Company Employee (other than a director or officer

or senior manager); (C) enter into any employment, deferred compensation or other similar agreement (or amend any such existing agreement) with any Company Employee; (D) increase compensation, retention or incentive compensation or other benefits payable to any director or officer of the Company or any of its Subsidiaries or, other than in the Ordinary Course, any Company Employee (other than a director or officer); (E) loan or advance money or other property by the Company or its Subsidiaries to any of their present or former directors, officers or Company Employees; (F) terminate (other than for cause) or encourage the resignation of any Company Employee; or (G) increase, or agree to increase, any funding obligation or accelerate, or agree to accelerate, the timing of any funding contribution under any Employee Plan;

- (xxiv) adopt any new material Employee Plan or make any material amendments or improvements to any Employee Plan, except as required by Law;
- (xxv) cancel, waive, release, assign, settle or compromise any material claims or rights;
- (xxvi) commence, waive, release, assign, settle, compromise or settle any litigation, proceeding or governmental investigation that is material or which imposes material restrictions on the operations of the Company or any of its Subsidiaries;
- (xxvii) enter into or amend any Contract with any broker, finder or investment banker, including any amendment of the engagement letters with the Financial Advisor; or
- (xxviii) authorize, agree, resolve or otherwise commit, whether or not in writing, to do any of the foregoing.

#### **4.2. Covenants of the Company Relating to the Arrangement**

(a) Subject to the terms and conditions of this Agreement, the Company shall, and shall cause each of its Subsidiaries to, perform all obligations required to be performed by the Company or any of its Subsidiaries under this Agreement, cooperate with the Purchaser in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable to complete and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Company shall and, where appropriate, shall cause each of its Subsidiaries to:

- (i) use commercially reasonable efforts to obtain and maintain all third party or other consents, waivers, permits, exemptions, orders, approvals, agreements, amendments or confirmations that are (i) required under the Material Contracts in connection with the Arrangement or (ii) required in order to maintain the Material Contracts in full force and effect following completion of the Arrangement, in each case, on terms that are reasonably satisfactory to the Purchaser, and without paying, and without committing itself or the Purchaser to pay, any consideration or incur any liability or obligation without the prior written consent of the Purchaser,

such consent not to be unreasonably withheld, conditioned or delayed;

- (ii) other than in connection with obtaining the Regulatory Approvals in respect of the Company, which shall be governed by the provisions of Section 4.5, use commercially reasonable efforts, upon reasonable consultation with the Purchaser, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement, provided that neither the Company nor any of its Subsidiaries will consent to the entry of any judgment or settlement with respect to any such proceeding without the prior written approval of the Purchaser, such approval not to be unreasonably withheld, conditioned or delayed;
  - (iii) use its commercially reasonable efforts to promptly satisfy all conditions precedent in this Agreement;
  - (iv) carry out the terms of the Interim Order and the Final Order applicable to the Company and comply promptly with all requirements imposed by applicable Law on the Company or its Subsidiaries with respect to this Agreement or the Arrangement;
  - (v) not take any action, or refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which would reasonably be expected to prevent, materially delay or otherwise impede the completion of the Arrangement; and
  - (vi) subject to confirmation that insurance coverage is maintained or purchased in accordance with Section 4.9 and delivery by each of the Purchaser and the Company and each member of the Board and each manager and officer (as the case may be) of mutual releases from all claims and potential claims in respect of the period prior to the Effective Time, use commercially reasonable efforts to assist in effecting the resignations of each of the Company's and its Subsidiary's respective directors, managers and officers (as the case may be) designated by the Purchaser, and cause them to be replaced as of the Effective Date by individuals nominated by the Purchaser.
- (b) The Company shall promptly notify the Purchaser of:
- (i) the occurrence of any Material Adverse Effect in respect of the Company after the date hereof;
  - (ii) any notice or other communication from any Person (A) alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement, or (B) that such Person is terminating, may terminate, or is otherwise materially adversely

modifying or may materially adversely modify its relationship with the Company or any of its Subsidiaries as a result of the Arrangement or this Agreement;

- (iii) unless prohibited by applicable Law, any notice or other communication from any Governmental Entity in connection with this (and the Company shall contemporaneously provide a copy of any such written notice or communication to the Purchaser); or
- (iv) any material filing, actions, suits, claims, investigations or proceedings commenced or, to its knowledge, threatened against, relating to or involving or otherwise affecting the Company or its Subsidiaries in connection with the Arrangement or this Agreement.

#### **4.3. Conduct of Business of the Purchaser**

(a) The Purchaser covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the prior written consent of the Company (which consent may not be unreasonably withheld, conditioned or delayed), (ii) as required or expressly permitted by this Agreement, (iii) for all actions in connection with the proposed acquisition by the Purchaser of all of the outstanding securities of Guyana Goldfields Inc. and all matters incidental thereto (the “**Proposed GUY Acquisition**”); or (iv) as required by applicable Law or a Governmental Entity, the Purchaser shall, and shall cause each of its Subsidiaries to, conduct its business in the Ordinary Course in all material respects and in accordance with applicable Laws, and the Purchaser shall use commercially reasonable efforts to maintain and preserve in all material respects its and its Subsidiaries’ business organization, assets, goodwill, employment relationships and business relationships with other Persons with which the Company or any of its Subsidiaries have business relations.

(b) Without limiting the generality of Section 4.3(a), the Purchaser covenants and agrees that, during the period from the date of this Agreement until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except (i) with the prior written consent of the Company (which consent may not be unreasonably withheld, conditioned or delayed), (ii) as required or expressly permitted by this Agreement, or (iii) as required by applicable Law or a Governmental Entity, the Purchaser shall not:

- (i) amend its Constatng Documents, or amend or propose to amend the terms of the Purchaser Common Shares;
- (ii) other than in connection with the Proposed GUY Acquisition, issue, sell, grant or agree to issue, sell, grant, any common shares of the Purchaser or other securities of the Purchaser (other than the issue of Purchaser Common Shares pursuant to options, warrants, convertible securities and other rights to acquire Purchaser Common Shares in accordance with their terms) in one or more related or unrelated transactions for aggregate consideration in excess of \$25 million or representing in excess of 5% of the total number of Purchaser Common Shares issued and outstanding as of the date hereof;
- (iii) reduce its stated capital, or split, combine, subdivide or reclassify any of

the Purchaser Common Shares or propose a rights offering of securities to the holders of the Purchaser Common Shares;

- (iv) adopt a plan of or resolutions, or enter into any agreement, providing directly or indirectly for the complete or partial liquidation or dissolution, merger, consolidation, restructuring, recapitalization, or sale of all or substantially all of the assets, of the Purchaser; or
- (v) take any action, or refrain from taking any action (subject to commercially reasonable efforts), or permit any action to be taken or not taken, inconsistent with the provisions of this Agreement or that would reasonably be expected to materially impede the completion of the transactions contemplated hereby, it being understood that any action taken by the Purchaser in connection with the Proposed GUY Acquisition shall not be considered to materially impede the completion of the transactions contemplated hereby.

#### **4.4. Covenants of the Purchaser Relating to the Arrangement**

(a) Subject to the terms and conditions of this Agreement, the Purchaser shall perform all obligations required to be performed by it under this Agreement, cooperate with the Company in connection therewith, and do all such other commercially reasonable acts and things as may be necessary or desirable in order to complete and make effective, as soon as reasonably practicable, the Arrangement and, without limiting the generality of the foregoing, the Purchaser shall:

- (i) other than in connection with obtaining the Regulatory Approvals in respect of the Purchaser, which shall be governed by the provisions of Section 4.5, use its commercially reasonable efforts, upon reasonable consultation with the Company, to oppose, lift or rescind any injunction, restraining or other order, decree or ruling seeking to restrain, enjoin or otherwise prohibit or adversely affect the completion of the Arrangement and defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging the Arrangement or this Agreement;
- (ii) vote, or cause to be voted, any Common Shares, directly or indirectly, owned or controlled by the Purchaser or its Affiliates in favour of the Arrangement Resolution and not exercise Dissent Rights in respect of such Common Shares;
- (iii) use its commercially reasonable efforts to satisfy all conditions precedent in this Agreement;
- (iv) carry out the terms of the Interim Order and the Final Order applicable to the Purchaser and comply promptly with all requirements imposed by applicable Law on the Purchaser or with respect to this Agreement or the Arrangement;
- (v) if required by applicable Laws including the policies of the TSX, convene the Purchaser Meeting on the date specified for the Company Meeting as

provided in the Interim Order or such later date that may be mutually agreed upon with the Company;

- (vi) conduct the Purchaser Meeting (if any) in accordance with the BCBCA, the Constatng Documents of the Purchaser and as otherwise required by applicable Laws including the policies of the TSX;
- (vii) use its commercially reasonable efforts to ensure that the Purchaser Common Shares to be issued pursuant to the Arrangement (i) will have been duly authorized and, upon issue, will be validly issued as fully paid and non-assessable shares in the capital of the Purchaser and (ii) will not be issued in violation of the Constatng Documents of the Purchaser or any material agreement, contract, covenant, undertaking or commitment to which the Purchaser is bound; and
- (viii) make application for and use its commercially reasonable efforts to obtain conditional approval for the listing and posting for trading on the TSX of the Purchaser Common Shares to be issued pursuant to the Arrangement and otherwise comply with the TSX requirements relevant to the Arrangement.

(b) The Purchaser shall promptly notify the Company of:

- (i) the occurrence of any Material Adverse Effect in respect of the Purchaser after the date hereof;
- (ii) any notice or other communication from any Person alleging that the consent (or waiver, permit, exemption, order, approval, agreement, amendment or confirmation) of such Person is required in connection with this Agreement or the Arrangement;
- (iii) unless prohibited by applicable Law, any notice or other communication from any Governmental Entity in connection with this Agreement (and the Purchaser shall contemporaneously provide a copy of any such written notice or communication to the Company); or
- (iv) any material filing, actions, suits, claims, investigations or proceedings commenced or, to the knowledge of the Purchaser, threatened against, relating to or involving or otherwise affecting the Purchaser or its Subsidiaries in connection with this Agreement or the Arrangement.

#### **4.5. Regulatory Approvals**

(a) Each Party shall use commercially reasonable efforts to make or obtain all Regulatory Approvals in respect of such Party in a timely manner so as to enable the Closing to occur as soon as reasonably practicable and, in any event, by no later than the Outside Date, including without limitation promptly responding to any information requests made by any Governmental Entity in connection with any Regulatory Approval.

(b) Subject to applicable Law, the Parties will (i) coordinate and cooperate in exchanging information and supplying assistance that is reasonably requested in connection

with this Section 4.5, including providing each other or the other Party's counsel with advance copies and reasonable opportunity to comment on all notices and information or other correspondence supplied to or filed with any Governmental Entity, and all notices and correspondence received from any Governmental Entity (subject to applicable legal privileges), and (ii) promptly notify the other of any communication from any Governmental Entity in respect of the Arrangement or this Agreement, and shall not make any submissions or filings, respond to any information request, or participate in any meetings or any material conversations with any Governmental Entity in respect of any filings, investigations or other inquiries related to the transactions contemplated by this Agreement unless it consults with the other Party in advance. To the extent that any information or documentation to be provided to a Party pursuant to this Section 4.5 is competitively sensitive, such information may be provided to external counsel for the other Party on an external counsel only basis. The Parties will provide each other with copies of any substantive written electronic communication received from Governmental Entities with respect to all applications, filings or other processes related to the Regulatory Approvals and will give each other the opportunity to attend and participate in all substantive meetings, telephone calls or other discussions with Governmental Entities in respect of the Regulatory Approvals.

(c) Each Party shall promptly notify the other Party if it becomes aware that any (i) application, filing, document or other submission made in relation to a Regulatory Approval contains a Misrepresentation, or (ii) any Regulatory Approval contains, reflects or was obtained following the submission of any application, filing, document or other submission containing a Misrepresentation, such that an amendment or supplement may be necessary or advisable. In such case, the Company shall, in consultation with and subject to the prior approval of the Purchaser, cooperate in the preparation, filing and dissemination, as applicable, of any such amendment or supplement.

(d) If any objections are asserted by any Governmental Entity under any applicable Law with respect to the transactions contemplated by this Agreement, or if any proceeding is instituted or threatened by any Governmental Entity challenging or which could lead to a challenge of any of the transactions contemplated by this Agreement as not in compliance with any applicable Law or as not satisfying any applicable legal test under any applicable Law necessary to obtain the Regulatory Approvals, the Parties shall use all reasonable efforts consistent with the terms of this Agreement to resolve or avoid such proceeding so as to allow Closing to occur on or prior to the Outside Date.

#### **4.6. Access to Information; Confidentiality**

(a) From the date hereof until the earlier of the Effective Time and the termination of this Agreement, subject to applicable Law, the terms of any existing Contracts and any reasonable policies adopted by the Company or any of its Subsidiaries in connection with any epidemic, pandemic or other outbreak of illness:

- (i) the Company shall, and shall cause each of its Subsidiaries to, give the Purchaser and its representatives reasonable access during normal business hours to its: (A) premises, (B) property and assets (including all books and records and Tax Returns, whether retained internally or otherwise), (C) Contracts, and (D) senior personnel, or other information with respect to the financial condition, assets or business of the Company or the Subsidiaries as the Purchaser may from time to time reasonably request; provided that: (I) the Purchaser provides the Company with

reasonable prior notice of any request under this Section 4.6(a); (II) access to any materials contemplated in this Section 4.6(a) shall be provided during the Company's normal business hours only, and (III) such access does not unduly interfere with the Ordinary Course conduct of the business of the Company or its Subsidiaries; and

- (ii) the Company shall use commercially reasonable efforts to, as promptly as practicable after the date hereof, give the Purchaser a complete list of all consultants or independent contractors providing work or services to the Company and each of its Subsidiaries who were paid in excess of \$250,000 in the last twelve month period or whose contract obligates the Company to pay such consultant or independent contractor in excess of \$250,000 in the next twelve month period, together with reasonably detailed information as to the terms and conditions of each such retainer.

(b) Subject to Section 4.6(c) of this Agreement, each Party agrees that it shall hold in confidence all Confidential Information of the other Party and shall not disclose such Confidential Information to any Person other than (i) those of its Representatives who reasonably require access to such Confidential Information in connection with completion or implementation of the transactions contemplated by this Agreement or (ii) to the extent such Party, acting reasonably and in good faith, determines it is necessary to disclose such Confidential Information of the other Party in order to enforce or exercise its rights under this Agreement. Before providing access to the Confidential Information of the Disclosing Party to any of its Representatives, the Receiving Party will inform such Representative that such information is subject to this Section 4.6(b) of the contents of this Agreement and shall use its reasonable best efforts to ensure that such Representatives comply with this 4.6(b).

(c) If a Receiving Party is requested to disclose any Confidential Information of a Disclosing Party pursuant to any Legal Proceedings or by any Governmental Entity, the Receiving Party will give the Disclosing Party prompt notice of such request so that the Disclosing Party may seek an appropriate protective order and provide such cooperation in seeking such an order as the Disclosing Party may reasonably request. If the Receiving Party is nonetheless compelled to disclose Confidential Information of the Disclosing Party, the Receiving Party will disclose only that portion of such Confidential Information which the Receiving Party is legally required to disclose.

#### **4.7. Public Communications**

The Parties agree to jointly issue a press release with respect to this Agreement as soon as practicable after its due execution. A Party shall not issue any press release or make any other public statement or disclosure with respect to this Agreement or the Arrangement without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed); provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing in accordance with applicable Laws, including Securities Laws, and if, in the opinion of its outside legal counsel, such disclosure or filing is required and the other Party has not reviewed or commented on the disclosure or filing, the Party shall use its reasonable efforts to give the other Party prior oral or written notice and a reasonable opportunity to review or comment on the disclosure or filing (other than with respect to confidential information contained in such disclosure or filing). The Party making such disclosure shall give reasonable consideration to any comments made by the other Party or its respective counsel, and if such prior notice is not possible, shall give such notice immediately

following the making of such disclosure or filing. Notwithstanding the foregoing, the Company may have discussions with Company Shareholders, financial analysts and other stakeholders relating to this Agreement or the transactions contemplated by it, provided that such discussions are not inconsistent with the most recent press releases, public disclosures or public statements made by the Company or the Purchaser that was approved by all Parties prior to the filing or release, as applicable. The Parties acknowledge that each Party may be obligated to file this Agreement and a material change report relating thereto on SEDAR and each Party hereby consents to such filings of the other Party.

#### **4.8. Notice Provisions**

(a) Each Party shall promptly notify the other Party of the occurrence, or failure to occur, of any event or state of facts which occurrence or failure would, or would be reasonably likely to:

- (i) cause any of the representations or warranties of such Party contained in this Agreement to be untrue or inaccurate in any material respect on the date hereof or on the Effective Date; or
- (ii) result in the failure, in any material respect, to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party under this Agreement.

(b) Notification provided under this Section 4.8 will not affect the representations, warranties, covenants, agreements or obligations of the Parties (or remedies with respect thereto) or the conditions to the obligations of the Parties under this Agreement.

#### **4.9. Insurance and Indemnification**

(a) The Purchaser will, or will cause the Company and its Subsidiaries to, maintain in effect without any reduction in scope or coverage for seven years from the Effective Date customary policies of directors' and officers' liability insurance providing protection no less favourable than the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date. Alternatively, the Purchaser agrees that prior to the Effective Date, the Company may, at the election of the Company in its sole discretion (and provided that if the Company so elects, the Purchaser and the Company and its Subsidiaries shall not have the obligation referenced in the immediately preceding sentence), purchase customary "tail" policies of directors' and officers' liability insurance providing protection no less favourable in the aggregate to the protection provided by the policies maintained by the Company and its Subsidiaries which are in effect immediately prior to the Effective Date and providing protection in respect of claims arising from facts or events which occurred on or prior to the Effective Date on terms and conditions customary for a transaction of this nature and the Purchaser shall, or shall cause the Company and its Subsidiaries to maintain such tail policies in effect without any reduction in scope or coverage for seven years from the Effective Date; provided that the Purchaser shall not be required to pay any amounts in respect of such coverage prior to the Effective Time. From and after the Effective Time, the Company or the Purchaser, as applicable, agrees not to take any action to terminate such directors' and officers' liability insurance or adversely affect the rights of the Company's present and former directors and officers thereunder.

(b) The Purchaser shall cause the Company and its Subsidiaries to honour all rights

to indemnification or exculpation now existing in favour of present and former employees, officers and directors of the Company and its Subsidiaries, to the extent that they are (i) included in the Constatting Documents of the Company or any of its Subsidiaries, or (ii) set out in any indemnity agreements entered into between such Persons and the Company or any of its Subsidiaries, and acknowledges that such rights shall survive the completion of the Plan of Arrangement and shall continue in full force and effect in accordance with their terms.

(c) If the Company or any of its Subsidiaries or any of their respective successors or assigns (i) consolidates with or merges into any other Person and is not a continuing or surviving corporation or entity of such consolidation or merger, or (ii) transfers all or substantially all of its properties and assets to any Person, the Purchaser shall ensure that any such successor or assign (including, as applicable, any acquirer of substantially all of the properties and assets of the Company or its Subsidiaries) assumes all of the obligations of the Company and its Subsidiaries set forth in this Section 4.9.

#### **4.10. Employment and Transaction Fee Matters**

The Purchaser hereby agrees that immediately prior to the completion of the Arrangement, the Company shall effect all management terminations and pay all change of control payments and severance payments in respect of the Company as disclosed in writing to the Purchaser by the Company on or prior to the date of this Agreement (the “**Transaction Payments**”). The Transaction Payments shall be settled by the Company in cash, from the Company’s cash on hand, or Common Shares at a deemed price of \$3.15 per share, at the option of the counterparties of such agreements with the Company. The Purchaser agrees that if the Company does not have sufficient cash to effect all payments of the Transaction Payments, prior to the Effective Time the Company shall issue to such counterparties, on a pro rata basis, such number of Common Shares as necessary to satisfy any such shortfall at a deemed price of \$3.15 per share. The Company hereby agrees that prior to the Effective Time it shall enter into all necessary amendments to all applicable agreements with the counterparties to such Transaction Payments in order to give effect to the provisions of this Section 4.10.

### **ARTICLE 5. COVENANTS REGARDING NON-SOLICITATION**

#### **5.1. Non-Solicitation**

(a) Except as expressly provided in this Article 5, the Company shall not, directly or indirectly, through any officer, director, employee, representative (including any financial or other advisor) or agent of the Company or of any of its Subsidiaries (collectively “**Representatives**”) or otherwise, and shall not permit any such Person to:

- (i) solicit, initiate, knowingly encourage or otherwise knowingly 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 any Subsidiary) any inquiry, proposal or offer that constitutes or would reasonably be expected to constitute or lead to, an Acquisition Proposal;
- (ii) enter into or otherwise engage or participate in any discussions or negotiations with any Person (other than the Purchaser or any Person acting jointly or in concert with the Purchaser) regarding any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal, provided that the Company may

communicate with any Person for the sole purpose of clarifying the terms and conditions of any inquiry, proposal or offer made by such Person, (B) advise any Person of the restrictions of this Agreement, and (C) advise any Person making an Acquisition Proposal that the Board has determined that such Acquisition Proposal does not constitute, or is not reasonably expected to constitute or lead to, a Superior Proposal;

- (iii) make a Change in Recommendation;
- (iv) accept, approve, endorse or recommend, or publicly propose to accept, approve, endorse or recommend, or take no position or remain neutral with respect to, any Acquisition Proposal (it being understood that publicly taking no position or a neutral position with respect to an Acquisition Proposal for a period of no more than five Business Days following the formal announcement of such Acquisition Proposal will not be considered to be in violation of this Section 5.1 provided the Board has rejected such Acquisition Proposal and affirmed the Board Recommendation before the end of such five-Business Day period); or
- (v) enter into or publicly propose to enter into any Contract in respect of an Acquisition Proposal (other than a confidentiality agreement permitted by, and in accordance with, Section 5.3).

(b) The Company shall, and shall cause each of its Subsidiaries and its Representatives to, immediately cease and terminate, and cause to be terminated, any solicitation, encouragement, discussion, negotiation, or other activities commenced prior to the date of this Agreement with any Person (other than the Purchaser and its respective Affiliates) with respect to any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, an Acquisition Proposal, and in connection with such termination shall:

- (i) discontinue access to and disclosure of all information, if any, to any such Person, including any data room and any confidential information, properties, facilities, books and records of the Company or any Subsidiary; and
- (ii) request, and exercise all rights it has to require (A) the return or destruction of all copies of any confidential information regarding the Company or any Subsidiary provided to any Person other than the Purchaser since January 1, 2020, and (B) the destruction of all material including or incorporating or otherwise reflecting such confidential information regarding the Company or any Subsidiary, to the extent that such information has not previously been returned or destroyed, using its commercially reasonable efforts to ensure that such requests are fully complied with to the extent the Company is entitled.

(c) The Company represents and warrants that the Company has not waived any confidentiality, standstill or similar agreement or restriction to which the Company or any of its Subsidiaries is a party, except to permit submissions of expressions of interest solicited prior to the date of this Agreement. The Company covenants and agrees that (i) the Company shall take all necessary action to enforce each confidentiality, standstill or similar agreement or restriction to which the Company or any Subsidiary is a party, and (ii) neither the Company, nor any

Subsidiary nor any of their respective Representatives will release any Person from, or waive, amend, suspend or otherwise modify such Person's obligations respecting the Company, or any of its Subsidiaries, under any confidentiality, standstill or similar agreement or restriction to which the Company or any Subsidiary is a party (it being acknowledged by the Purchaser that the automatic termination or release of any standstill restrictions of any such agreements as a result of the entering into and announcement of this Agreement shall not be a violation of this Section 5.1(c)).

## **5.2. Notification of Acquisition Proposals**

If the Company or any of its Subsidiaries, or any of their respective Representatives, receives or becomes aware of any inquiry, proposal or offer that constitutes or would reasonably be expected to lead to, or that is otherwise in respect of, an Acquisition Proposal, or any request for copies of, access to, or disclosure of, confidential information relating to the Company or any Subsidiary in connection with any proposal that constitutes or would reasonably be expected to lead to, or that is otherwise in respect of, an Acquisition Proposal, including but not limited to information, access, or disclosure relating to the properties, facilities, books or records of the Company or any Subsidiary, the Company shall:

(a) promptly notify the Purchaser, at first orally, and then as soon as practicable (and in any event within 24 hours) in writing, of such Acquisition Proposal, inquiry, proposal, offer or request, including a description of its terms and conditions, the identity of all Persons making the Acquisition Proposal, inquiry, proposal, offer or request, and copies of all agreements and documents received in respect thereof, from or on behalf of any such Person; and

(b) keep the Purchaser reasonably informed of the status of all developments and negotiations with respect to such Acquisition Proposal, inquiry, proposal, offer or request, including any changes, modifications or other amendments to any such Acquisition Proposal, inquiry, proposal, offer or request, and shall respond as promptly as practicable to the Purchaser's reasonable questions with respect thereto.

## **5.3. Responding to an Acquisition Proposal**

(a) Notwithstanding Section 5.1, if at any time, prior to obtaining the approval by the Company Shareholders of the Arrangement Resolution, the Company receives a *bona fide* written Acquisition Proposal, the Company may engage in or participate in discussions with such Person regarding such Acquisition Proposal, and may provide such Person copies of, access to or disclosure of confidential information, properties, facilities, books or records of the Company or its Subsidiaries, if and only if:

- (i) the Board first determines in good faith, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes or would reasonably be expected to constitute or lead to a Superior Proposal;
- (ii) such Person was not restricted from making such Acquisition Proposal pursuant to an existing standstill or similar restriction;
- (iii) prior to providing any such copies, access, or disclosure, the Company enters into a confidentiality and standstill agreement with such Person and any such copies, access or disclosure provided to such Person shall

have already been (or shall reasonably promptly be) provided to the Purchaser;

- (iv) the Company did not or is not in breach of Section 5.1; and
- (v) the Company promptly provides the Purchaser with, prior to providing any such copies, access or disclosure, a true, complete and final executed copy of the confidentiality agreement referred to in Section 5.3(a)(iii).

(b) Nothing contained in this Article 5 shall prohibit the Board from making disclosure to Company Shareholders as required by applicable Law, including complying with section 2.17 of Multilateral Instrument 62-104 - *Takeover Bids and Issuer Bids* and similar provisions under Securities Laws relating to the provision of a directors' circular in respect of an Acquisition Proposal.

#### **5.4. Right to Match**

(a) If the Company receives an Acquisition Proposal that constitutes a Superior Proposal prior to the approval of the Arrangement Resolution by the Company Shareholders, the Board may authorize the Company to enter into a definitive agreement with respect to such Acquisition Proposal, if and only if:

- (i) the Person making the Superior Proposal was not restricted from making such Superior Proposal pursuant to an existing standstill or similar restriction;
- (ii) the Company has delivered to the Purchaser a written notice of the good faith determination of the Board, after consultation with its financial advisors and its outside legal counsel, that such Acquisition Proposal constitutes a Superior Proposal and of the intention of the Board to enter into such definitive agreement, together with a copy of the definitive agreement for the Superior Proposal and disclosure of the value, expressed in dollars, that the Board has, in consultation with its financial advisors, determined should be ascribed to any non-cash consideration offered under the Superior Proposal (collectively, the "**Superior Proposal Notice**");
- (iii) at least five Business Days (the "**Matching Period**") have elapsed from the date that is the later of the date on which the Purchaser received the Superior Proposal Notice and a copy of the proposed definitive agreement for the Superior Proposal from the Company;
- (iv) during any Matching Period, the Purchaser has had the opportunity (but not the obligation), in accordance with Section 5.4(b), to offer to amend this Agreement and the Arrangement in order for such Acquisition Proposal to cease to be a Superior Proposal;
- (v) if the Purchaser has offered to amend this Agreement and the Arrangement under Section 5.4(b), the Board has determined in good faith, after consultation with the Company's financial advisors and outside legal counsel, that such Acquisition Proposal continues to constitute a

Superior Proposal compared to the terms of the Arrangement as proposed to be amended by the Purchaser under Section 5.4(b); and

- (vi) prior to or concurrently with entering into such definitive agreement, the Company terminates this Agreement pursuant to Section 7.2(a)(iii)(B) and pays the Termination Amount pursuant to Section 7.4.

(b) During the Matching Period, or such longer period as the Company may approve in writing for such purpose: (i) the Board shall review any offer made by the Purchaser under Section 5.4(a)(iv) to amend the terms of this Agreement and the Arrangement in good faith in order to determine whether such proposal would, upon acceptance, result in the Acquisition Proposal previously constituting a Superior Proposal ceasing to be a Superior Proposal; and (ii) if it would no longer constitute a Superior Proposal, the Company shall negotiate in good faith with the Purchaser to make such amendments to the terms of this Agreement and the Arrangement as would enable the Purchaser to proceed with the transactions contemplated by this Agreement on such amended terms. If the Board determines that such Acquisition Proposal would cease to be a Superior Proposal, the Company shall promptly so advise the Purchaser, and the Company and the Purchaser shall amend this Agreement to reflect such offer made by the Purchaser, and shall take and cause to be taken all such actions as are necessary to give effect to the foregoing.

(c) Each successive amendment to any Acquisition Proposal that results in an increase in, or a modification to, the consideration (or value of such consideration) to be received by Company Shareholders or other material terms or conditions thereof shall constitute a new Acquisition Proposal for the purposes of this Section 5.4, and the Purchaser shall be afforded an additional five-Business Day Matching Period from the date on which the Purchaser received the Superior Proposal Notice.

(d) The Board shall promptly reaffirm the Board Recommendation by press release after any Acquisition Proposal which is not determined to be a Superior Proposal is publicly announced or the Board determines that a proposed amendment to the terms of this Agreement as contemplated under Section 5.4(b) would result in an Acquisition Proposal constituting a Superior Proposal no longer being a Superior Proposal. The Company shall provide the Purchaser and its outside legal counsel with a reasonable opportunity to review the form and content of any such press release and shall make all reasonable amendments to such press release as requested by the Purchaser and its legal counsel.

(e) If the Company provides a Superior Proposal Notice to the Purchaser on a date that is less than five Business Days before the Company Meeting, the Company may, and shall at the request of Purchaser, postpone the Company Meeting to a date that is not more than ten Business Days after the scheduled date of the Company Meeting (and, in any event, prior to the Outside Date).

## **5.5. Breach by Subsidiaries and Representatives**

Without limiting the generality of the foregoing, the Company shall advise its Subsidiaries and its Representatives of the prohibitions set out in this Article 5 and any violation of the restrictions set forth in this Article 5 by any of the Company's Subsidiaries or Representatives shall be deemed to be a breach of this Article 5 by the Company.

## ARTICLE 6 CONDITIONS

### 6.1. Mutual Conditions Precedent

The Parties are not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions may only be waived, in whole or in part, by the mutual consent of each of the Parties:

(a) **Arrangement Resolution.** The Arrangement Resolution has been approved and adopted by the Company Shareholders at the Company Meeting in accordance with the Interim Order.

(b) **Purchaser Shareholder Approval.** The Purchaser Shareholders shall have approved the Purchaser Shareholder Resolution at the Purchaser Meeting.

(c) **Interim and Final Order.** The Interim Order and the Final Order have each been obtained on terms consistent with this Agreement, and have not been set aside or modified in a manner unacceptable to either the Company or the Purchaser, each acting reasonably, on appeal or otherwise.

(d) **Exchange Approvals.** The necessary conditional approvals or equivalent approvals, as the case may be, of the TSX have been obtained, including in respect of the listing of the Purchaser Common Shares constituting the Consideration on the TSX.

(e) **U.S. Securities Laws.** The issuance of the Purchaser Common Shares to be issued pursuant to the Arrangement is exempt from the registration requirements of the U.S. Securities Act pursuant to Section 3(a)(10) thereof.

(f) **Key Regulatory Approvals.** Each of the Key Regulatory Approvals has been made, given or obtained, and each such Key Regulatory Approval is in force and has not been modified in any material respect.

(g) **Proposed GUY Acquisition.** The Purchaser shall have completed the Proposed GUY Acquisition prior to or concurrently with the completion of the Arrangement.

(h) **Illegality.** No Law is in effect that makes the completion of the Arrangement illegal or otherwise prohibits or enjoins the Company or the Purchaser from completing the Arrangement.

### 6.2. Additional Conditions Precedent to the Obligations of the Purchaser

The Purchaser is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Purchaser and may only be waived, in whole or in part, by the Purchaser in its sole discretion:

(a) **Representations and Warranties.** (i) The representations and warranties of the Company set forth in Paragraphs (a) [*Incorporation and Qualification*], (d)(i)(t) [*Non-Contravention of Constatng Documents*], (f) [*Execution and Binding Obligation*], (e) [*Corporation Action*] and (c)(c) [*Brokers*] of Schedule D shall be true and correct in all respects as of the Effective Time as if made at and as of such time; (ii) the representations and

warranties of the Company set forth in Paragraph (n) [*Corporate Structure of the Company*] of Schedule D shall be true and correct in all respects (except for *de minimis* inaccuracies) as of the date of this Agreement and true and correct in all respects (except for *de minimis* inaccuracies and as a result of transactions, changes, conditions, events or circumstances permitted hereunder) as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date); and (iii) all other representations and warranties of the Company set forth in this Agreement shall be true and correct (A) in all material respects as of the date of this Agreement and (B) in all respects as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in the case of clause (iii)(B) to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Material Adverse Effect on the Company (and, for this purpose, any reference to “material”, “Material Adverse Effect” or other concepts of materiality in such representations and warranties shall be ignored) and, in each case, the Company has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

(b) **Performance of Covenants.** The Company has fulfilled or complied in all material respects with each of the covenants of the Company contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Date, or which have not been waived by the Purchaser, and has delivered a certificate confirming same to the Purchaser, executed by two senior officers of the Company (in each case without personal liability) addressed to the Purchaser and dated the Effective Date.

(c) **Title Opinion.** The Company has delivered to the Purchaser a title opinion in respect of the Company Property in form and substance satisfactory to the Purchaser acting reasonably.

(d) **Dissent Rights.** The aggregate number of Common Shares in respect of which Dissent Rights have been validly exercised and not withdrawn shall not exceed 10% of the issued and outstanding Common Shares.

(e) **Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred a Material Adverse Effect in respect of the Company that has not been cured.

(f) **Debenture Holder Consent.** The Purchaser shall have received from the holders of Company Debentures all consents and waivers as are necessary under the terms of the Company Debentures in order to effect the Arrangement without triggering any change of control provision, causing an event of default or otherwise requiring repayment of the indebtedness under the Company Debentures as a result of the completion of the Arrangement.

### **6.3. Additional Conditions Precedent to the Obligations of the Company**

The Company is not required to complete the Arrangement unless each of the following conditions is satisfied on or prior to the Effective Time, which conditions are for the exclusive benefit of the Company and may only be waived, in whole or in part, by the Company in its sole discretion:

(a) **Representations and Warranties.** (i) The representations and warranties of the

Purchaser set forth in Paragraphs 1 [*Organization and Qualification*], 2 [*Corporate Authorization*], 4 [*Execution and Binding Obligation*] and 5(a) [*Non- Contravention of Constatng Documents*] of Schedule E shall be true and correct in all respects as of the date of this Agreement, and as of the Effective Time as if made at and as of such time; and (ii) all other representations and warranties of the Purchaser set forth in this Agreement shall be true and correct (A) in all material respects as of the date of this Agreement and (B) in all respects as of the Effective Time as if made at and as of such time (except that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date), except in the case of clause (ii)(B) to the extent that the failure or failures of such representations and warranties to be so true and correct, individually or in the aggregate, would not have a Material Adverse Effect on the Purchaser (and, for this purpose, any reference to “material”, “Material Adverse Effect” or other concepts of materiality in such representations and warranties shall be ignored), and, in each case, Purchaser has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.

(b) **Performance of Covenants.** The Purchaser has fulfilled or complied in all material respects with each of its covenants contained in this Agreement to be fulfilled or complied with by it on or prior to the Effective Time, or which have not been waived by the Company, and the Purchaser has delivered a certificate confirming same to the Company, executed by two senior officers thereof (in each case without personal liability) addressed to the Company and dated the Effective Date.

(c) **Payment of Consideration.** Subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser shall have complied with its obligations under Section 2.9 and the Depository will have confirmed to the Company receipt from or on behalf of the Purchaser of the Purchaser Common Shares contemplated by Section 2.9.

(d) **Material Adverse Effect.** Since the date of this Agreement, there shall not have occurred a Material Adverse Effect in respect of the Purchaser that has not been cured.

#### **6.4. Satisfaction of Conditions**

The conditions precedent set out in Section 6.1, Section 6.2 and Section 6.3 will be conclusively deemed to have been satisfied, waived or released at the Effective Time.

### **ARTICLE 7 TERM AND TERMINATION**

#### **7.1. Term**

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

#### **7.2. Termination**

(a) This Agreement may be terminated prior to the Effective Time by:

(i) the mutual written agreement of the Parties;

- (ii) either the Company or the Purchaser, if:
  - (A) the Required Approval is not obtained at the Company Meeting in accordance with the Interim Order, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(a)(ii)(A) if the failure to obtain the Required Approval has been caused by, or is a result of the failure of such Party to perform any of its covenants or agreements under this Agreement;
  - (B) the Purchaser Shareholders fail to approve the Purchaser Shareholder Resolution for the issuance of Purchaser Common Shares pursuant to the Arrangement and the approval of any matters incidental or necessary to complete the Arrangement at the Purchaser Meeting (if any);
  - (C) after the date of this Agreement, any Law is enacted, made, enforced or amended, as applicable, that makes the completion of the Arrangement illegal or otherwise permanently prohibits or enjoins the Company or the Purchaser from completing the Arrangement, and such Law has, if applicable, become final and non-appealable, provided the Party seeking to terminate this Agreement pursuant to this Section 7.2(a)(ii)(B) has used its commercially reasonable efforts or, in respect of the Key Regulatory Approvals, the efforts required by Section 4.5 to, as applicable, appeal or overturn such Law or otherwise have it lifted or rendered non-applicable in respect of the Arrangement; or
  - (D) the Effective Time does not occur on or prior to the Outside Date, provided that a Party may not terminate this Agreement pursuant to this Section 7.2(a)(ii)(C) if the failure of the Effective Time to so occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;
- (iii) the Company if:
  - (A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser under this Agreement occurs that would cause any condition in Section 6.3(a) [*Purchaser Representations and Warranties Condition*] or Section 6.3(b) [*Purchaser Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Company is not then in breach of this Agreement so as to cause any condition in Sections 6.1 [*Mutual Conditions*] or 6.2 [*Purchasers Conditions*] not to be satisfied;
  - (B) prior to the approval by the Company Shareholders of the Arrangement Resolution, the Board authorizes the Company to enter into a definitive written agreement (other than a

confidentiality agreement permitted by and in accordance with Section 5.3) with respect to a Superior Proposal in accordance with Section 5.4 of this Agreement and prior to or concurrently with such termination the Company (or another Person on behalf of the Company) pays the Termination Amount in accordance with Section 7.4 in consideration for the disposition of the Purchaser's rights under this Agreement;

- (C) subject to obtaining the Final Order and the satisfaction or waiver of the other conditions precedent contained herein in its favour (other than conditions which, by their nature, are only capable of being satisfied as of the Effective Time), the Purchaser does not provide or cause to be provided to the Depository sufficient Purchaser Common Shares as required pursuant to Section 2.9;
  - (D) the Purchaser Board or any committee of the Purchaser Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to the Company or publicly proposes or states its intention to do any of the foregoing, or fails to publicly reaffirm (without qualification) within five Business Days after having been requested in writing by the Company, acting reasonably, to do so, the Purchaser Board Recommendation (a "Purchaser Change in Recommendation"); or
  - (E) there has occurred a Material Adverse Effect in respect of the Purchaser on or after the date of this Agreement that is incapable of being cured on or prior to the Outside Date.
- (iv) the Purchaser, if:
- (A) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Company under this Agreement occurs that would cause any condition in Section 6.2(a) [*Company Representations and Warranties Condition*] or Section 6.2(b) [*Company Covenants Condition*] not to be satisfied, and such breach or failure is incapable of being cured or is not cured on or prior to the Outside Date; provided that the Purchaser is not then in breach of this Agreement so as to cause any condition in Sections 6.1 [*Mutual Conditions*] or 6.3 [*Company Conditions*] not to be satisfied;
  - (B) the Board or any committee of the Board fails to unanimously recommend or withdraws, amends, modifies or qualifies in a manner adverse to the Purchaser or publicly proposes or states its intention to do any of the foregoing, or fails to publicly reaffirm (without qualification) within five Business Days after having been requested in writing by the Purchaser, acting reasonably, to do so, the Board Recommendation, or takes no position or a neutral position with respect to a publicly announced Acquisition Proposal for more than five Business Days after such Acquisition

Proposal's public announcement (in each case, a "**Change in Recommendation**"), or the Company breaches Section 5.1 in any material respect;

- (C) there has occurred a Material Adverse Effect in respect of the Company on or after the date of this Agreement that is incapable of being cured on or prior to the Outside Date; or
- (D) the Purchaser determines that the Proposed GUY Acquisition will not be completed on or before the Outside Date.

(b) The Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than pursuant to Section 7.2(a)(i)) shall give written notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

### **7.3. Effect of Termination/Survival**

If this Agreement is terminated pursuant to Section 7.2, this Agreement shall become void and of no further force or effect without liability of any Party (or any shareholder, director, officer, employee, agent, consultant or representative of such Party) to any other Party to this Agreement, except that: (a) in the event of termination under Section 7.1 as a result of the occurrence of the Effective Time, Section 4.9 and Section 4.10 shall survive; and (b) in the event of termination under Section 7.2, this Section 7.3 and Section 7.4 through to and including Section 8.15 shall survive in accordance with their terms, and provided further that, subject to Section 7.4(f), no Party shall be relieved of any liability for any breach by it of this Agreement.

### **7.4. Purchaser Expense Reimbursement and Termination Amount**

(a) Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, (a) if this Agreement is terminated pursuant to Section 7.2(a)(ii)(A) [*Failure of Shareholders to Approve*], the Company shall pay \$1 million (the "**Expense Reimbursement Amount**") to the Purchaser as reimbursement for costs and expenses incurred by or on behalf of the Purchaser in connection with this Agreement and the transactions contemplated hereby, provided that the Expense Reimbursement Amount shall not be payable if the Purchaser Shareholder Resolution is also not approved at the Purchaser Meeting, and (b) if a Termination Amount Event occurs, the Company shall pay \$3.65 million (the "**Termination Amount**") to the Purchaser in consideration for the disposition of the Purchaser's rights under this Agreement in accordance with Section 7.4(c).

(b) For the purposes of this Agreement, "**Termination Amount Event**" means the termination of this Agreement:

- (i) by the Purchaser, pursuant to Section 7.2(a)(iv)(B) [*Change in Recommendation or Material Breach of Section 5.1*];
- (ii) by the Company pursuant to Section 7.2(a)(iii)(B) [*Superior Proposal*]; or
- (iii) by the Company or the Purchaser pursuant to Section 7.2(a)(ii)(A) [*Failure of Shareholders to Approve*] if:
  - (A) after the announcement of this Agreement and prior to such

termination, an Acquisition Proposal is proposed, offered or made or publicly announced or otherwise publicly disclosed by any Person other than the Purchaser or any of its Affiliates (and such Acquisition Proposal has not expired or been withdrawn at least five Business Days prior to the date of the Company Meeting); and

- (B) within 12 months following the date of such termination, (X) an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) is completed, or (Y) the Company or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a definitive written agreement in respect of an Acquisition Proposal (whether or not such Acquisition Proposal is the same Acquisition Proposal referred to in clause (A) above) and such Acquisition Proposal is later completed (whether or not within 12 months after such termination). For purposes of the foregoing, the term "Acquisition Proposal" shall have the meaning assigned to such term in Section 1.1, except that references to "20% or more" shall be deemed to be references to "50% or more".

(c) The Termination Amount shall be paid by the Company to the Purchaser in consideration for the disposition of the Purchaser's rights under this Agreement as follows, by wire transfer of immediately available funds to an account designated by the Purchaser:

- (i) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 7.4(b)(i), within three Business Days of the occurrence of such Termination Amount Event;
- (ii) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 7.4(b)(ii), concurrently with such termination; or
- (iii) if a Termination Amount Event occurs due to a termination of this Agreement described in Section 7.4(b)(iii), on the completion of the Acquisition Proposal referred to in Section 7.4(b)(iii).

(d) For the avoidance of doubt, in no event shall the Company be obligated to pay the Termination Amount on more than one occasion. If circumstances arise in which the Company would otherwise be required to pay both the Expense Reimbursement Amount and the Termination Amount to the Purchaser, any payment by the Company to the Purchaser of the Expense Reimbursement Amount shall be credited towards the obligation of the Company to pay the Termination Amount to the Purchaser.

(e) The Company acknowledges that the agreements contained in this Section 7.4 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Purchaser would not enter into this Agreement, and that any payment of the Termination Amount as set out in this Section 7.4 is in consideration for the disposition of the Purchaser's rights under this Agreement which are a genuine pre-estimate of the damages, including opportunity costs, which the Purchaser will suffer or incur as a result of the event giving

rise to such damages and resultant termination of this Agreement, and are not penalties. The Company irrevocably waives any right it may have to raise as a defence that any such amounts are excessive or punitive.

(f) The Purchaser agrees that the payment of the Expense Reimbursement Amount and the Termination Amount in the manner provided in this Section 7.4 is the sole and exclusive remedy of the Purchaser in respect of the event giving rise to such payment and the termination of this Agreement, and following receipt thereof, the Purchaser shall not be entitled to bring or maintain any claim, action or proceeding against the Company or any of its Affiliates arising out of or in connection with this Agreement (or the termination thereof) or the transactions contemplated herein and neither the Company nor any of its Affiliates shall have any further liability with respect to this Agreement or the transactions contemplated hereby to the Purchaser or any of its Affiliates) provided, however, that this limitation shall not apply in the event of fraud or a willful breach by the Company or any of its Subsidiaries of its representations, warranties, covenants or agreements set forth in this Agreement (which breach and liability therefore shall not be affected by termination of this Agreement or any payment of the Termination Amount). The Parties shall also have the right to injunctive and other equitable relief in accordance with Section 8.5 to prevent breaches or threatened breaches of this Agreement and to enforce compliance with the terms of this Agreement.

#### **7.5. Company Expense Reimbursement and Termination Amount**

(a) Despite any other provision in this Agreement relating to the payment of fees and expenses, including the payment of brokerage fees, (a) if this Agreement is terminated pursuant to Section 7.2(a)(ii)(B) [*Failure of Purchaser Shareholders to Approve*], the Purchaser shall pay \$1 million (the “**Company Expense Reimbursement Amount**”) to the Company as reimbursement for costs and expenses incurred by or on behalf of the Company in connection with this Agreement and the transactions contemplated hereby, provided that the Company Expense Reimbursement Amount shall not be payable if the Arrangement Resolution is also not approved at the Company Meeting, and (b) if a Company Termination Amount Event occurs, the Purchaser shall pay \$3.65 million (the “**Company Termination Amount**”) to the Company in consideration for the disposition of the Company’s rights under this Agreement in accordance with Section 7.5(c).

(b) For the purposes of this Agreement, “**Company Termination Amount Event**” means the termination of this Agreement:

- (i) by the Company, pursuant to Section 7.2(a)(iii)(D) [*Purchaser Change in Recommendation*]; or
- (ii) by the Company or the Purchaser pursuant to Section 7.2(a)(ii)(B) [*Failure of Purchaser Shareholders to Approve*] if
  - (A) after the announcement of this Agreement and prior to such termination, a Purchaser Acquisition Proposal is proposed, offered or made or publicly announced or otherwise publicly disclosed by any Person (and such Purchaser Acquisition Proposal has not expired or been withdrawn at least five Business Days prior to the date of the Purchaser Meeting); and
  - (B) within 12 months following the date of such termination, (X) a

Purchaser Acquisition Proposal (whether or not such Purchaser Acquisition Proposal is the same Purchaser Acquisition Proposal referred to in clause (A) above) is completed, or (Y) the Purchaser or one or more of its Subsidiaries, directly or indirectly, in one or more transactions, enters into a definitive written agreement in respect of a Purchaser Acquisition Proposal (whether or not such Purchaser Acquisition Proposal is the same Purchaser Acquisition Proposal referred to in clause (A) above) and such Purchaser Acquisition Proposal is later completed (whether or not within 12 months after such termination).

(c) The Purchaser Termination Amount shall be paid by the Purchaser to the Company in consideration for the disposition of the Company's rights under this Agreement as follows, by wire transfer of immediately available funds to an account designated by the Company:

- (i) if a Purchaser Termination Amount Event occurs due to a termination of this Agreement described in Section 7.5(b)(i), within three Business Days of the occurrence of such Termination Amount Event; or
- (ii) if a Purchaser Termination Amount Event occurs due to a termination of this Agreement described in Section 7.5(b)(ii), on the completion of the Purchaser Acquisition Proposal referred to in Section 7.5(b)(ii).

(d) For the avoidance of doubt, in no event shall the Purchaser be obligated to pay the Purchaser Termination Amount on more than one occasion. If circumstances arise in which the Purchaser would otherwise be required to pay both the Purchaser Expense Reimbursement Amount and the Purchaser Termination Amount to the Company, any payment by the Purchaser to the Company of the Purchaser Expense Reimbursement Amount shall be credited towards the obligation of the Purchaser to pay the Purchaser Termination Amount to the Company.

(e) The Purchaser acknowledges that the agreements contained in this Section 7.5 are an integral part of the transactions contemplated by this Agreement, and that without these agreements the Company would not enter into this Agreement, and that any payment of the Company Termination Amount as set out in this Section 7.5 is in consideration for the disposition of the Company's rights under this Agreement which are a genuine pre-estimate of the damages, including opportunity costs, which the Company will suffer or incur as a result of the event giving rise to such damages and resultant termination of this Agreement, and are not penalties. The Purchaser irrevocably waives any right it may have to raise as a defence that any such amounts are excessive or punitive.

(f) The Company agrees that the payment of the Company Expense Reimbursement Amount and the Company Termination Amount in the manner provided in this Section 7.5 is the sole and exclusive remedy of the Company in respect of the event giving rise to such payment and the termination of this Agreement, and following receipt thereof, the Company shall not be entitled to bring or maintain any claim, action or proceeding against the Purchaser or any of its Affiliates arising out of or in connection with this Agreement (or the termination thereof) or the transactions contemplated herein and neither the Purchaser nor

any of its Affiliates shall have any further liability with respect to this Agreement or the transactions contemplated hereby to the Company or any of its Affiliates) provided, however, that this limitation shall not apply in the event of fraud or a wilful breach by the Purchaser or any of its Subsidiaries of its representations, warranties, covenants or agreements set forth in this Agreement (which breach and liability therefore shall not be affected by termination of this Agreement or any payment of the Company Termination Amount). The Parties shall also have the right to injunctive and other equitable relief in accordance with Section 8.5 to prevent breaches or threatened breaches of this Agreement and to enforce compliance with the terms of this Agreement.

## **ARTICLE 8 GENERAL PROVISIONS**

### **8.1. Amendments**

This Agreement and the Plan of Arrangement may, at any time and from time to time before or after the holding of the Company Meeting but not later than the Effective Time, be amended by mutual written agreement of the Parties, without further notice to or authorization on the part of the Company Shareholders and any such amendment may, subject to the Interim Order and the Final Order and applicable Laws:

- (i) change the time for performance of any of the obligations or acts of the Parties;
- (ii) modify any representation or warranty contained in this Agreement or in any document delivered pursuant to this Agreement;
- (iii) modify any of the covenants contained in this Agreement and waive or modify performance of any of the obligations of the Parties; and/or
- (iv) modify any mutual conditions contained in this Agreement.

### **8.2. Expenses**

Except as provided in Sections 2.3(b), all out-of-pocket third party transaction expenses incurred in connection with this Agreement and the Plan of Arrangement, including all costs, expenses and fees of the Company incurred prior to or after the Effective Date in connection with, or incidental to, the Plan of Arrangement, shall be paid by the Party incurring such expenses, whether or not the Arrangement is completed.

### **8.3. Notices**

Any notice, direction or other communication given pursuant to this Agreement (each a "**Notice**") must be in writing, sent by hand delivery, courier, facsimile or email and is deemed to be given and received: (i) on the date of delivery by hand or courier if it is a Business Day and the delivery was made prior to 4:00 p.m. (local time in the place of receipt), and otherwise on the next Business Day; or (ii) if sent by facsimile (with facsimile machine confirmation of transmission) or email on the date of transmission if it is a Business Day and transmission was made prior to 4:00 p.m. (local time in the place of receipt) and otherwise on the next Business Day, in each case to the Parties at the following addresses (or such other address for a Party as specified by like Notice):

(a) to the Company at:

595 Burrard Street, Bentall III, Unit 3123  
Vancouver, BC Canada V7X 1A0

Attention: Bassam Moubarak  
Email: [Redacted]

with a copy to:

Stikeman Elliott LLP  
666 Burrard Street  
Suite 1700  
Vancouver, BC  
V6C 2X8

Attention: John Anderson  
Email: [janderson@stikeman.com](mailto:janderson@stikeman.com)  
Facsimile: (604) 681-1825

(b) to the Purchaser at:

401 Bay Street  
Suite 2400, P.O. Box 15  
Toronto, Ontario  
M5H 2Y4

Attention: Mike Davies  
Email: [Redacted]  
Facsimile: [Redacted]

with a copy to:

Wildeboer Dellelce LLP  
Suite 800, 365 Bay Street  
Toronto, Ontario  
M5H 2V1

Attention: Peter Volk  
Email: [pvolk@wildlaw.ca](mailto:pvolk@wildlaw.ca)  
Facsimile: (416) 361-1790

Rejection or other refusal to accept, inability to deliver because of changed address of which no Notice was given, shall be deemed to be receipt of the Notice as of the date of such rejection, refusal or inability to deliver. Sending a copy of a Notice to a Party's legal counsel as contemplated above is for information purposes only and does not constitute delivery of the Notice to that Party. The failure to send a copy of a Notice to legal counsel does not invalidate delivery of that Notice to a Party.

#### **8.4. Time of the Essence**

Time is of the essence in this Agreement.

#### **8.5. Injunctive Relief**

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 a Party in accordance with their specific terms or were otherwise breached by a Party. It is accordingly agreed that each Party shall be entitled to injunctive and other equitable relief to prevent breaches or threatened breaches of this Agreement, and to specifically enforce compliance with, or performance of, the terms of this Agreement against the other Party 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 a Party may be entitled at Law or in equity.

#### **8.6. Third Party Beneficiaries**

(c) Except as provided in Section 4.9 or Section 4.10, which, without limiting its terms, are intended as stipulations for the benefit of the third Persons mentioned in such provisions (such third Persons referred to in this Section 8.6 as the “**Indemnified Persons**”), the Parties intend that this Agreement will not benefit or create any right or cause of action in favour of any Person, other than the Parties and that no Person, other than the Parties, shall be entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

(d) Despite the foregoing, the Purchaser acknowledges to each of the Indemnified Persons their direct rights against it under Section 4.9 and Section 4.10 of this Agreement, which are intended for the benefit of, and shall be enforceable by, each Indemnified Person, his or her heirs and his or her legal representatives, and for such purpose, the Company confirms that it is acting as trustee on their behalf, and agrees to enforce such provision on their behalf. The Parties reserve their right to vary or rescind the rights at any time and in any way whatsoever, if any, granted by or under this Agreement to any Person who is not a Party, without notice to or consent of that Person, including any Indemnified Person.

#### **8.7. 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.

#### **8.8. 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, between 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 Company, on the one hand, and the Purchaser, on the other hand, 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.

#### **8.9. Successors and Assigns**

(a) This Agreement becomes effective only when executed by the Company and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Company and the Purchaser and their respective successors and permitted assigns.

(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, provided however that the Purchaser (or any permitted assign of the Purchaser) may, at any time upon giving notice to the Company, assign its rights and obligations under this Agreement without such consent to any Person that is controlled by the Purchaser, provided that; (i) such assignee delivers an instrument in writing confirming that it is bound by and shall perform all of the obligations of the assigning party under this Agreement as if it were an original signatory; and (ii) the Purchaser is not be relieved of its obligations hereunder, including the obligation to pay the Consideration, and continues to be jointly and severally liable with the assignee under this Agreement.

#### **8.10. 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.

#### **8.11. Governing Law**

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

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

#### **8.12. Further Assurances**

Each Party hereto shall, from time to time and at all times hereafter, at the request of the other Parties hereto, but without further consideration, do all such further acts and things, and execute and deliver all such further documents and instruments and provide all such further assurances as may be reasonably required in order to fully perform and carry out the terms and intent hereof.

### **8.13. Rules of Construction**

The Parties to this Agreement waive the application of any applicable 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.

### **8.14. No Liability**

No director or officer of the Purchaser shall have any personal liability whatsoever to the Company under this Agreement or any other document delivered on behalf of the Purchaser under this Agreement. No director or officer of the Company or any of its Subsidiaries shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered on behalf of the Company or any of its Subsidiaries under this Agreement.

### **8.15. Counterparts**

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) 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.

*[Signature Page Follows]*

IN WITNESS WHEREOF the Parties have executed this Arrangement

**GRAN COLOMBIA GOLD CORP.**

By: "Lombardo Paredes Arenas"  
Name: Lombardo Paredes Arenas  
Title: Chief Executive Officer

**GOLD X MINING CORP.**

By: "Paul Matysek"  
Name: Paul Matysek  
Title: Chief Executive Officer

**SCHEDULE A  
PLAN OF ARRANGEMENT**

Please see attached.

**PLAN OF ARRANGEMENT UNDER PART 9, DIVISION 5  
OF THE *BUSINESS CORPORATIONS ACT* (BRITISH COLUMBIA)**

**ARTICLE 1 INTERPRETATION**

**1.1 Definitions**

Unless indicated otherwise, where used in this Plan of Arrangement, capitalized terms used but not defined shall have the meanings specified in the Arrangement Agreement and the following terms shall have the following meanings (and grammatical variations of such terms shall have corresponding meanings):

**“Arrangement”** means the arrangement under Part 9, Division 5 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations made in accordance with the terms of the Arrangement Agreement or Section 5.1 of this Plan of Arrangement or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

**“Arrangement Agreement”** means the arrangement agreement made as of May 11, 2020 between the Purchaser and the Company (including the Schedules thereto) as it may be amended, modified or supplemented from time to time in accordance with its terms.

**“Arrangement Resolution”** means the special resolution approving this Plan of Arrangement to be considered at the Company Meeting by the Company Shareholders entitled to vote thereon pursuant to the Interim Order.

**“BCBCA”** means the *Business Corporations Act* (British Columbia).

**“Business Day”** means any day of the year, other than a Saturday, a Sunday or any day on which major banks are closed for business in Vancouver, British Columbia or Toronto, Ontario.

**“Common Shares”** means, at any time, the outstanding common shares in the capital of the Company.

**“Company”** means Gold X Mining Corp., a corporation existing under the laws of the Province of British Columbia.

**“Company Debentures”** means the 10% secured convertible debentures of the Company due in December 2022 in the aggregate principal amount of US\$20,000,000 as of the date hereof issued in December 2019.

**“Company Meeting”** means special meeting of Company Shareholders, including any adjournment or postponement of such meeting in accordance with the terms of the Arrangement Agreement, to be called and held in accordance with the Interim Order to consider the Arrangement Resolution and for any other purpose as may be set out in the Company Circular and agreed to in writing by the Purchaser.

**“Company Options”** means the outstanding options to purchase Common Shares issued pursuant to the Company Stock Option Plan.

**“Company Shareholders”** means the registered or beneficial holders of Common Shares, as the context requires.

**“Company Warrants”** means the outstanding warrants to purchase Common Shares of the Company.

**“Consideration”** means 0.5 of a Purchaser Common Share.

**“Court”** means the Supreme Court of British Columbia, or other court as applicable.

**“Depository”** means such Person as the Purchaser may appoint to act as depository for the Common Shares in relation to the Arrangement, with the approval of the Company, acting reasonably.

**“Dissent Rights”** has the meaning specified in Section 3.1(a).

**“Dissenting Share”** has the meaning specified in Section 2.3(a)(i).

**“Dissenting Shareholder”** means a registered Company Shareholder who has validly exercised his, her or its Dissent Rights and has not withdrawn or been deemed to have withdrawn such exercise of Dissent Rights, but only in respect of the Common Shares in respect of which Dissent Rights are validly exercised by such registered Company Shareholder.

**“Effective Date”** means the date the Arrangement becomes effective as agreed to by the Parties in accordance with the Final Order.

**“Effective Time”** means 12:01 a.m. on the Effective Date, or such other time on the Effective Date as the Parties agree to in writing before the Effective Date.

**“Final Order”** means the final order of the Court made pursuant to Section 291(4) of the BCBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, approving the Arrangement, as such order may be amended by the Court (with the consent of both the Company and the Purchaser, each acting reasonably) 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 both the Company and the Purchaser, each acting reasonably) on appeal.

**“Governmental Entity”** means (i) any international, multinational, national, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, ministry, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the above, (iii) any quasi-governmental or private body exercising any regulatory, anti-trust, foreign investment, expropriation or taxing authority under or for the account of any of the foregoing or (iv) any stock exchange.

**“Interim Order”** means the interim order of the Court made pursuant to Section 291(2) of

the BCBCA in a form acceptable to the Company and the Purchaser, each acting reasonably, providing for, among other things, the calling and holding of the Company Meeting and the voting requirements with respect to the Arrangement Resolution, as such order may be amended by the Court with the consent of the Company and the Purchaser, each acting reasonably.

“**Law**” means, with respect to any Person, any and all applicable law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, notice, judgment, decree, ruling or other similar requirement, whether domestic or foreign, enacted, adopted, promulgated or applied by a Governmental Entity that is binding upon or applicable to such Person or its business, undertaking, property or securities, and to the extent that they have the force of law, policies, guidelines, notices and protocols of any Governmental Entity, as amended unless expressly specified otherwise.

“**Letter of Transmittal**” means the letter of transmittal sent to Company Shareholders for use in connection with the Arrangement.

“**Lien**” means any mortgage, charge, pledge, hypothec, security interest, lien (statutory or otherwise), or adverse right or claim, or other third party interest or encumbrance of any kind.

“**Person**” includes any individual, partnership, limited liability company, incorporated or unincorporated association, joint venture, joint stock company, body corporate, trust, organization, estate, trustee, executor, administrator, legal representative, government (including a Governmental Entity), syndicate or other entity, whether or not having legal status.

“**Plan of Arrangement**” means this plan of arrangement and any amendments or variations made in accordance with the Arrangement Agreement or Section 5.1 or made at the direction of the Court in the Final Order with the prior written consent of the Company and the Purchaser, each acting reasonably.

“**Purchaser**” means Gran Colombia Gold Corp., a corporation existing under the laws of the Province of British Columbia.

“**Purchaser Common Share**” means a common share in the capital of the Purchaser.

“**Tax Act**” means the *Income Tax Act* (Canada).

## 1.2 Certain Rules of Interpretation

In this Plan of Arrangement, unless otherwise specified:

- (a) Headings, etc. The division of this Plan of Arrangement into Articles and Sections and the insertion of headings are for convenient reference only and do not affect the construction or interpretation of this Plan of Arrangement.
- (b) Currency. All references to dollars or to \$ are references to Canadian dollars, unless specified otherwise.

- (c) Gender and Number. Any reference to gender includes all genders. Words importing the singular number only include the plural and vice versa.
- (d) Certain Phrases, etc. The words (i) “including”, “includes” and “include” mean “including (or includes or include) without limitation,” (ii) “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of,” and (iii) 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 Plan of Arrangement.
- (e) Statutes. Any reference to a statute refers to such statute and all rules, resolutions and regulations made under it, as it or they may have been or may from time to time be amended or re-enacted, unless stated otherwise.
- (f) 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 5:00 p.m. on the last day of the period, if the last day of the period is a Business Day, or at 5:00 p.m. on the next Business Day if the last day of the period is not a Business Day. If the date on which any action is required or permitted to be taken under this Plan of Arrangement by a Person is not a Business Day, such action shall be required or permitted to be taken on the next succeeding day which is a Business Day.
- (g) Time References. References to time herein or in any Letter of Transmittal are to local time, Vancouver, British Columbia.

## **ARTICLE 2 THE ARRANGEMENT**

### **2.1 Arrangement Agreement**

This Plan of Arrangement is made pursuant to, is subject to the provisions of, and forms part of, the Arrangement Agreement, except with respect of the sequence of the steps comprising the Arrangement, which shall occur as set out below in Section 2.3.

### **2.2 Binding Effect**

This Plan of Arrangement and the Arrangement shall become effective, and be binding on the Purchaser, the Company, all holders and beneficial owners of Common Shares, Company Options, Company Warrants and Company Debentures, including Dissenting Shareholders, the registrar and transfer agent of the Company, the Depositary and all other Persons, at and after the Effective Time without any further act or formality required on the part of any Person.

### **2.3 Arrangement**

Commencing at the Effective Time, each of the events set out below shall occur and be deemed to occur in the following sequence in each case, except where stated otherwise, without any further authorization, act or formality of or by the Company, the Purchaser or any other Person:

- (a) at the Effective Time:

- (i) each Common Share held by a Dissenting Shareholder who is ultimately determined to be entitled to be paid the fair value of his, her or its Common Shares in accordance with Article 3 (a “**Dissenting Share**”) shall be and shall be deemed to have been transferred to the Purchaser (free and clear of all Liens) in consideration for a debt claim against the Purchaser in an amount equal to the fair value of such Dissenting Share determined and payable in accordance with Article 3; and
  - (ii) with respect to each Dissenting Share transferred to the Purchaser pursuant to Section 2.3(a)(i): (A) the registered holder of such Dissenting Share will cease to be the holder thereof or to have any rights as a holder thereof (other than the right to receive fair value of such Dissenting Share in accordance with Article 3) and the name of the registered holder thereof will be removed from the applicable securities register of the Company, and (B) the Purchaser shall be and shall be deemed to be the transferee of such Dissenting Share (free and clear of all Liens) and will be entered in the applicable securities register of the Company as the sole holder thereof;
- (b) immediately after the steps in Section 2.3(a):
- (i) each Common Share outstanding immediately prior to the Effective Time (other than Dissenting Shares and Common Shares directly or indirectly owned by the Purchaser) shall be and shall be deemed to be transferred to the Purchaser (free and clear of all Liens) in exchange for the Consideration less applicable withholdings; and
  - (ii) with respect to each Common Share transferred to the Purchaser pursuant to Section 2.3(b)(i), (A) the holder of such Common Share will cease to be the holder thereof or to have any rights as a holder thereof (other than the right to receive the consideration such holder is entitled to receive pursuant to Section 2.3(b)(i)) and the name of the holder thereof will be removed from the applicable securities register of the Company and (B) the Purchaser shall be and shall be deemed to be the transferee of such Common Share (free and clear of all Liens) and will be entered in the applicable securities register of the Company as the sole holder thereof.

## **2.4 No Fractional Shares and Rounding of Cash Consideration**

In no event shall any holder of Common Shares be entitled to receive a fractional Purchaser Common Share under this Plan of Arrangement. Where the aggregate number of Purchaser Common Shares to be issued to a Company Shareholder as consideration under this Plan of Arrangement would result in a fraction of a Purchaser Common Share being issuable, the number of Purchaser Common Shares to be issued to such Company Shareholder shall be rounded down to the closest whole number and such fraction shall be disregarded and cancelled without any additional consideration payable to the Company Shareholder.

## ARTICLE 3 RIGHTS OF DISSENT

### 3.1 Rights of Dissent

- (a) Registered holders of Common Shares may exercise rights of dissent (“**Dissent Rights**”) in connection with the Arrangement under Section 238 of the BCBCA, and in the manner set forth in Sections 237 to 247 of the BCBCA, as modified by the Interim Order and this Section 3.1; provided that, notwithstanding Section 242(1)(a) of the BCBCA, the written objection to the Arrangement Resolution and exercise of Dissent Rights must be received by the Company not later than 5:00 p.m. on the Business Day which is two Business Days prior to the Company Meeting (as it may be adjourned or postponed from time to time). Dissenting Shareholders who duly exercise their Dissent Rights and who:
- (i) are ultimately determined to be entitled to be paid fair value by the Purchaser for the Common Shares in respect of which they have exercised Dissent Rights shall be and shall be deemed to have irrevocably transferred such Common Shares to the Purchaser pursuant to Section 2.3(a) in consideration of the fair value of such Common Shares determined as of the close of business on the day before the Arrangement Resolution was adopted; or
  - (ii) are not ultimately determined, for any reason, to be paid fair value by the Purchaser for the Common Shares in respect of which they have exercised Dissent Rights shall be and shall be deemed to have participated in the Arrangement on the same basis as a Company Shareholder who has not exercised Dissent Rights and shall be entitled to receive only the consideration that such Company Shareholder would have been entitled to receive pursuant to Section 2.3(b) if such Company Shareholder had not exercised Dissent Rights,

and in no case will the Company, the Purchaser or any other Person be required to recognize such Dissenting Shareholders as holders of Common Shares after the completion of the steps set forth in Section 2.3(a) or 2.3(b), as the case may be, and each Dissenting Shareholder will cease to be entitled to the rights of a shareholder in respect of the Common Shares in relation to which such Dissenting Shareholder has exercised Dissent Rights and the central securities register of the Company will be amended to reflect that such former holder is no longer the holder of such Common Shares as and from the Effective Time.

- (b) For greater certainty, only registered holders of Company Shares shall be entitled to exercise Dissent Rights and, in addition to any other restrictions under Section 238 of the BCBCA, neither (i) holders of Company Options, Company Warrants or Company Debentures or (ii) Company Shareholders who vote or have instructed a proxyholder to vote such holder’s Common Shares in favour of the Arrangement Resolution shall be entitled to exercise Dissent Rights.

## ARTICLE 4 CERTIFICATES AND PAYMENTS

### 4.1 Deposit Rules and Procedures

- (a) At or before the Effective Time, the Purchaser shall deposit or cause to be deposited with the Depositary one or more certificates or book-entry advice statements representing the aggregate number of Purchaser Common Shares that such Company Shareholders are entitled to receive under Section 2.3(b).
- (b) As soon as practicable following the later of the Effective Time and the surrender by a Company Shareholder to the Depositary of a certificate or book-entry advice statement which immediately prior to the Effective Time represented outstanding Common Shares that were transferred to the Purchaser pursuant to Section 2.3(b), together with a duly completed and executed Letter of Transmittal and such additional documents and instruments as the Depositary may reasonably require, the former holder of such Common Shares will be entitled to receive in exchange therefor a certificate or book-entry advice statement representing the number of Purchaser Common Shares such holder is entitled to receive under Section 2.3(b), less any amounts withheld pursuant to Section 4.3, and any certificate so surrendered shall forthwith be cancelled.
- (c) Subject to Section 4.4, until surrendered as contemplated by this Section 4.1, each certificate which immediately prior to the Effective Time represented Common Shares that were transferred under Section 2.3(b) shall be deemed after the Effective Time to represent only the right to receive a certificate representing the number of Purchaser Common Shares the former holder of such Common Shares is entitled to receive pursuant to Section 2.3(b) less any amounts withheld pursuant to Section 4.3.
- (d) No holder of Common Shares shall be entitled to receive any consideration with respect to such Common Shares other than consideration such holder is entitled to receive, if any, in accordance with Section 2.3 and this Section 4.1 and, for greater certainty, no such former holder will be entitled to receive any interest, dividends, premium or other payment in connection therewith.

### 4.2 Lost Certificates

In the event any certificate which immediately prior to the Effective Time represented one or more outstanding Common Shares that were transferred to the Purchaser pursuant to Section 2.3(b) has been lost, stolen or destroyed, upon the making of an affidavit of that fact by the former holder of such Common Shares, the Depositary shall, in exchange for such lost, stolen or destroyed certificate, deliver to such former holder of Common Shares the Consideration such Company Shareholder is entitled to receive in respect of such Common Shares pursuant to Section 2.3(b), less any amounts withheld pursuant to Section 4.3. When authorizing such payment in relation to any such lost, stolen or destroyed certificate, the former holder of such Common Shares shall, as a condition precedent to the delivery thereof, give a bond satisfactory to the Purchaser and the Depositary (acting reasonably) in such sum as the Purchaser may direct, or otherwise indemnify the Purchaser, the Company and the Depositary in a manner satisfactory to Purchaser, the Company and the Depositary (acting reasonably) against any claim that may be made against any of them with respect to the certificate alleged to have been lost, stolen or destroyed.

### **4.3 Withholding Rights**

The Purchaser, the Company or the Depositary shall deduct and withhold from any consideration otherwise payable to any Person under this Plan of Arrangement (including, without limitation, any amounts payable to Dissenting Shareholders pursuant to Section 3.1) such taxes or other amounts as the Purchaser, the Company or the Depositary is required to deduct and withhold with respect to such payment under the Tax Act or any provision of any other applicable Law. Where there is not sufficient cash in the consideration otherwise payable to a Company Shareholder to make the applicable withholding, the Purchaser, the Company or the Depositary may sell Purchaser Common Shares otherwise payable to such Company Shareholder on behalf of, and as agent for, the Company Shareholder to fund the required withholding. To the extent that taxes or other amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Person in respect of which such withholding was made, provided that such amounts are actually remitted to the appropriate taxing authority.

### **4.4 Extinction of Rights**

Any certificate or book-entry advice statement which immediately prior to the Effective Time represented one or more outstanding Common Shares that were acquired by the Purchaser pursuant to Section 2.3(b) and which is not deposited with the Depositary in accordance with the provisions of Section 4.1 on or before the sixth anniversary of the Effective Date shall, on the sixth anniversary of the Effective Date, cease to represent a claim or interest of any kind or nature whatsoever, whether as a securityholder or otherwise and whether against the Company, the Purchaser, the Depositary or any other Person. On such date, the Consideration such former holder of Common Shares would otherwise have been entitled to receive shall be and shall be deemed to have been surrendered for no consideration to the Purchaser. Neither the Company, the Purchaser or the Depositary will be liable to any Person in respect of any cash or securities (including any cash or securities previously held by the Depositary in trust for any such former holder) which is forfeited to the Purchaser or delivered to any public official pursuant to any applicable abandoned property, escheat or similar law.

## **ARTICLE 5 AMENDMENTS**

### **5.1 Amendments to Plan of Arrangement**

- (a) The Company and the Purchaser may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time prior to the Effective Time, provided that each such amendment, modification and/or supplement must be (i) set out in writing, (ii) approved by the Company and the Purchaser (each acting reasonably), (iii) filed with the Court and, if made following the Company Meeting, approved by the Court and (iv) communicated to or approved by the Company Shareholders if and as required by the Court.
- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by the Company at any time prior to the Company Meeting (provided that the Purchaser shall have consented thereto) with or without any other prior notice or communication and, if so proposed and accepted by the Persons voting at the Company Meeting (other than as may be required under the Interim Order), shall become part of this Plan of Arrangement for all purposes.

- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Company Meeting shall be effective only if such amendment, modification or supplement is consented to (i) in writing by each of the Company and the Purchaser (each acting reasonably), and (ii) if required by the Court, by some or all of the Company Shareholders voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by the Purchaser, provided that it concerns a matter which, in the reasonable opinion of the Purchaser, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any former holder of Common Shares, Company Options, Company Warrants or Company Debentures.

## **ARTICLE 6 FURTHER ASSURANCES**

### **6.1 Further Assurances**

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

**SCHEDULE B  
ARRANGEMENT RESOLUTION**

1. The arrangement (the “**Arrangement**”) under Part 9, Division 5 of the *Business Corporations Act* (British Columbia) (the “**BCBCA**”) involving Gold X Mining Corp. (the “**Company**”), pursuant to the arrangement agreement between the Company and Gran Colombia Gold Corp. dated May 11, 2020, as it may be modified, supplemented or amended from time to time in accordance with its terms (the “**Arrangement Agreement**”), as more particularly described and set forth in the management information circular of the Company dated [●], 2020 (the “**Circular**”), and all transactions contemplated thereby, are hereby authorized, approved and adopted.
2. The plan of arrangement of the Company, as it has been or may be modified, supplemented or amended in accordance with the Arrangement Agreement and its terms (the “**Plan of Arrangement**”), the full text of which is set out as Appendix [●] to the Circular, is hereby authorized, approved and adopted.
3. The: (i) Arrangement Agreement and all the transactions contemplated therein; (ii) actions of the directors of the Company in approving the Arrangement and the Arrangement Agreement; and (iii) actions of the directors and officers of the Company in executing and delivering the Arrangement Agreement and any modifications, supplements or amendments thereto, and causing the performance by the Company of its obligations thereunder, are hereby ratified and approved.
4. The Company is authorized and directed to apply for a final order from the Supreme Court of British Columbia ( the “**Court**”) to approve the Arrangement on the terms set forth in the Arrangement Agreement and the Plan of Arrangement.
5. Notwithstanding that this resolution has been passed (and the Arrangement adopted) by the holders of common shares of the Company (the “**Company Shareholders**”) or that the Arrangement has been approved by the Court, the directors of the Company are hereby authorized and empowered, without further notice to or approval of the Company Shareholders: (i) to amend, modify or supplement the Arrangement Agreement or the Plan of Arrangement to the extent permitted by their terms; and (ii) subject to the terms of the Arrangement Agreement, not to proceed with the Arrangement and any related transactions.
6. Any one director or officer of the Company be and is hereby authorized and directed for and on behalf of the Company to make an application to the Court for an order approving the Arrangement, to execute, under the corporate seal of the Company or otherwise, and to deliver all such deeds, instruments, assurances, agreements, forms, waivers, notices, certificates, confirmations and such other documents as are necessary or desirable to give effect to the Arrangement and the Plan of Arrangement in accordance with the Arrangement Agreement.
7. Any officer or director of the Company is hereby authorized and directed, for and on behalf of the Company, to execute or cause to be executed and to deliver or cause to be delivered, all such other documents and instruments and to perform or cause to be performed all such other acts and things as, in such person’s opinion, may be necessary or desirable to give full force and effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution

and delivery of any such other document or instrument or the doing of any such other act or thing.

**SCHEDULE C**  
**PURCHASER SHAREHOLDER RESOLUTION**

1. Gran Colombia Gold Corp. (the “**Company**”) is hereby authorized to issue such number of common shares in the capital of the Company (the “**Common Shares**”) as is necessary to allow the Company to acquire 100% of the issued and outstanding common shares of Gold X Mining Corp. (“**Gold X**”) pursuant to a plan of arrangement in accordance with the arrangement agreement dated May 11, 2020 between the Company and Gold X (as it may be amended, modified or supplemented, the “**Arrangement Agreement**”), as more particularly described in the management information circular of the Company dated [●], 2020, including, but not limited to, the issuance of Common Shares upon the exercise of convertible securities of Gold X and the issuance of Common Shares for any other matters contemplated by or related to the Arrangement.
2. The Company is hereby authorized to issue such number of Common Shares as is necessary to allow the Company to acquire 100% of the issued and outstanding common shares of Guyana Goldfields Inc. (“**Guyana Goldfields**”) pursuant to a plan of arrangement in accordance with the arrangement agreement dated May [●], 2020 between the Company and Guyana Goldfields (as it may be amended, modified or supplemented, the “**GG Arrangement Agreement**”), as more particularly described in the management information circular of the Company dated [●], 2020, including, but not limited to, the issuance of Common Shares upon the exercise of convertible securities of Guyana Goldfields and the issuance of Common Shares for any other matters contemplated by or related to the Arrangement.
3. Notwithstanding that this resolution has been passed by shareholders of the Company, the directors of the Company are hereby authorized and empowered, if they decide not to proceed with the aforementioned resolution, to revoke this resolution at any time prior to the closing date of the Arrangement and/or the GG Arrangement Agreement, without further notice to or approval of the shareholders of the Company.
4. Any director or officer of the Company is hereby authorized, empowered and instructed, acting for, in the name and on behalf of the Company, to execute or cause to be executed, under the seal of the Company or otherwise, and to deliver or to cause to be delivered, all such other documents and to do or to cause to be done all such other acts and things as in such person’s opinion may be necessary or desirable in order to carry out the intent of the foregoing paragraphs of these resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of such document or the doing of such act or thing.

## SCHEDULE D COMPANY REPRESENTATIONS AND WARRANTIES

This Schedule D contains the defined terms set out below that are not otherwise used in the Agreement; otherwise, all capitalized terms in this Schedule D bear the meanings assigned to them in the Agreement:

**“Debt”** of any Person means (without duplication): (a) all indebtedness of that Person for money borrowed by or otherwise advanced to it whether by note, bond, debenture or other evidence of indebtedness; (b) all indebtedness of that Person for the deferred purchase price of property or services or for any other credit extended to it; (c) all capital lease obligations, or leases which should be recorded as capital leases in accordance with IFRS, of that Person; (d) the aggregate amount at which any shares in the capital of that Person that are redeemable or retractable at the option of the holder may be redeemed or retracted for cash or other payment, provided that all conditions precedent for the redemption or retraction have been satisfied; (e) all obligations of that Person under any guarantee, indemnity or other financial support obligation; and (f) all Debt of any other Person which is guaranteed by the first Person or secured by (or for which a holder of that Debt has an existing right, contingent or otherwise, to be secured by) any lien on property, including accounts and contract rights, owned by the first Person, whether or not that Person has assumed or become liable for the payment of the obligation, provided that the amount of that Debt will be deemed to be the lesser of the unpaid amount of that Debt or the fair market value of that property.

**“Environmental Permit”** means any permit, lease, licence, claim, certificate, order, decree, grant, approval, consent, waiver, registration, no-action letter, closure or reclamation plan or other authorization of or from any Governmental Entity with respect to Environmental Laws.

**“Equity Interests”** means, with respect to the Company: (i) shares of (or other ownership or profit interests in) the Company; (ii) warrants, options or other rights for the purchase or acquisition from the Company of shares of (or other ownership or profit interests in) the Company; (iii) securities convertible into or exchangeable for shares of (or other ownership or profit interests in) the Company, or warrants, rights or options for the purchase or acquisition from the Company of such securities (or such other interests); and (iv) all of the other ownership or profit interests in the Company (including, without limitation, partnership, member or trust interests therein), whether voting or non-voting, and whether or not such shares, warrants, options, rights or other interests are outstanding on any date of determination.

**“Existing Liens”** means:

- (a) Permitted Liens;
- (b) Liens granted in connection with the Company Debentures; and
- (c) Liens in favor of Wheaton Precious Metals International Ltd.

**“Financial Statements”** means the audited consolidated financial statements of the Company for the fiscal years ended December 31, 2019 and 2018, consisting of a balance sheet and the accompanying statement of income/loss, statement of changes in shareholders’ equity, statement of cash flows, and notes related thereto, together with a report of the auditors, KPMG LLP.

“**Material Agreement**” means, collectively, the agreements set out in Schedule D(d).

“**Publicly Disclosed**” means documents filed by the Company under its profile on the System for Electronic Document Analysis and Retrieval (SEDAR) of the Canadian Securities Administrators at [www.sedar.com](http://www.sedar.com).

“**Reporting Jurisdictions**” means the jurisdictions in Canada in which the Company is a “reporting issuer” being as at the date hereof, the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, Quebec, New Brunswick, Prince Edward Island and Newfoundland. “**Solvent**” shall mean, with respect to any Person on a particular date, that on such date: (a) at fair valuation, all of the properties and assets of such Person are greater than the sum of the Debts, including contingent liabilities, of such Person; (b) the present fair saleable value of the properties and assets of such Person will be greater than the amount that would be required to pay the probable liability of such Person on its Debts and other liabilities, subordinated, contingent or otherwise, as they become absolute and matured; (c) such Person is able to realize upon its properties and assets and pay its Debts and other liabilities, contingent obligations and other commitments as they mature in the normal course of business; and (d) such Person does not intend to, and does not believe that it will, incur Debts beyond such Person’s ability to pay as such Debts mature. The amount of all guarantees at any time shall be computed as the amount that, in light of all the facts and circumstances existing at the time, can reasonably be expected to become an actual or matured liability.

“**Toroparu Project**” means the Company’s Toroparu project located in the Upper Puruni River Region of western Guyana.

The following are the representations and warranties of the Company pursuant to Section 3.1(a) of the Agreement:

- (a) **Incorporation and Qualification.** The Company and each of its Subsidiaries listed below (the “**Material Subsidiaries**”) is duly formed, incorporated or continued, organized and validly existing under the Laws of its jurisdiction of incorporation, existence, continuation or formation as set forth below and is qualified, licensed or registered to carry on business under the Laws applicable to it in all jurisdictions in which such qualification, licensing or registration is necessary:

<b>JURISDICTION OF INCORPORATION OR FORMATION OR CONTINUATION</b>	
Company	Province of British Columbia
Goldheart Investment Holdings Ltd.	British Virgin Islands
ETK, Inc.	Guyana

- (b) **Tax Status.** The Company is not a non-resident of Canada.
- (c) **Power.** The Company and each Material Subsidiary has all requisite corporate power and authority to own, lease and operate their respective properties and assets and to carry on the business as now currently conducted by them.

- (d) **Conflict with Other Instruments.** The execution and delivery by the Company and its performance of its obligations under, and compliance with the terms, conditions and provisions of, this Agreement will not: (i) conflict with or result in a breach of any of the terms or conditions of (t) its constating documents, (u) to its knowledge, any applicable Law, rule or regulation, or (v) any judgment, injunction, determination or award which is binding on either of them, or (ii) result in, require or permit the imposition of any Lien in, on or with respect to any of its assets or properties (except in favour of the Company Debentures).
- (e) **Corporate Action.** The execution and delivery of this Agreement by the Company and the performance by the Company of its obligations under this Agreement have been duly authorized by all necessary director consents and approvals.
- (f) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject only to any limitation under applicable Laws relating to (i) bankruptcy, insolvency, arrangement or creditors' rights generally, and (ii) the discretion that a court may exercise in the granting of equitable remedies.
- (g) **Authorizations, etc.** The Company and each Material Subsidiary possess all material Authorizations necessary to properly conduct business as currently conducted by it and all such Authorizations are in good standing and in full force and effect.
- (h) **Material Agreements.** Each Material Agreement has been duly executed and delivered by the Company and/or Material Subsidiary, as applicable, and, to the knowledge of the Company, each other party thereto and constitutes a legal, valid and binding obligation of the Company or Material Subsidiary, as applicable, enforceable against it in accordance with its respective terms, subject only to any limitation under applicable Law relating to (i) bankruptcy, insolvency, arrangement or creditors' rights generally and (ii) the discretion that a court may exercise in the granting of equitable remedies. Each Material Agreement is in full force and effect and unamended, and no default on the part of any party thereto has to the knowledge of the Company occurred thereunder. All Authorizations necessary to permit the Company and the Material Subsidiaries, as applicable, to perform its obligations under each Material Agreement and consummate the transactions contemplated thereby are and, to the knowledge of the Company, will continue to be in full force and effect in accordance with their respective terms and there are no investigations or proceedings existing, pending or, to the knowledge of the Company, threatened which could result in the revocation, cancellation, suspension or adverse modification of any such Authorization.
- (i) **Ownership and Use of Property.**
- (i) Schedule D(i)(i) accurately and completely sets forth and describes all real property owned, leased, held or controlled the Company and the Material Subsidiaries to mining projects, including the Toroparu Project, all fee interests, licenses and other tenements, leases, mining leases, mineral rights, water rights, exploration licenses and other real property interests or exploration rights (collectively, the "**Mining Rights**") and, applying customary standards in the Canadian mining industry, each of the Company and the Material Subsidiaries has sufficient title, clear of any title defect or Lien (other than Existing Liens) to the mineral exploration and

mining properties Publicly Disclosed as owned by such subsidiaries (other than property to which it is lessee, in which case it has a valid leasehold interest) and has good and sufficient title to the real property interests including, without limitation, fee simple estate of and in real property, leases, easements, rights of way, permits or licences from landowners or authorities permitting the use of land by such subsidiaries necessary to permit the operation of their respective businesses as presently owned and conducted.

- (ii) Except for the Existing Liens, the Company and each Material Subsidiary, as applicable, has good and marketable title to all their Mining Rights and good and merchantable title to all the tangible and intangible personal property reflected as assets in their respective books and records. The Company and each Material Subsidiary own, lease or have the lawful right to use all of the assets necessary for the conduct of their respective businesses as now currently conducted.
  - (iii) Except as disclosed in Schedule D(i)(i), there are no material restrictions on the ability of the Company or the Material Subsidiaries to use, transfer or exploit the Mining Rights, except pursuant to applicable Law.
  - (iv) All Taxes, charges, rates, levies and assessments that, if unpaid, would create a Lien or charge on any Mining Rights or any portion thereof, have been paid in full and will be paid in full.
  - (v) The Mining Rights are in good standing under applicable Law and all amounts owing thereunder have been paid by the Company or each Material Subsidiary, as applicable.
  - (vi) With respect to each Mining Right: (i) the Company or a Material Subsidiary is in exclusive possession thereof; (ii) to the knowledge of the Company, all such claims were located, staked, filed and recorded in compliance with, in all material respects, all applicable Laws and are comprised of valid and subsisting mineral claims; (iii) assessment work (if applicable) was performed in a manner sufficient to satisfy the requirements of applicable Laws and any taxes, rentals, expenditures, claim maintenance fees or other expenditures required under applicable Law have been properly paid; (iv) there are no material conflicts with mining claims owned by other parties; (v) there are no proceedings pending or, to the Company's knowledge, threatened against or affecting any of such Mining Rights and (vi) the Company or each Material Subsidiary, as applicable, is the sole and exclusive owner or lessee of such claims.
- (j) **Compliance with Laws.** The Company and each Material Subsidiary is in material compliance with all applicable Laws, judgments and orders and rulings, guidelines and decisions having force of Law.
- (k) **No Default.** No Event of Default (as defined in the Company Debentures) has occurred or is occurring with regard to the Company Debentures. The Company and the Material Subsidiaries are not in violation of the constating documents, by-laws or any shareholders' agreement applicable to them. No event or change has occurred or, to the knowledge of the Company, is occurring which could be reasonably anticipated to have a Material Adverse Effect.

- (l) **Books and Records.** All books and records of the Company and the Material Subsidiaries have been maintained in accordance with prudent business practices and are complete in all material respects and there are no material inaccuracies or discrepancies of any kind contained or reflected therein.
- (m) **Tax Liability.** The Company and each Material Subsidiary has: (i) timely filed, or caused to be filed, all material Tax and information returns and reports which are required to be filed, and (ii) have paid, or caused to be paid, all material Taxes levied or imposed on it or its properties, income or assets (whether or not shown on a Tax or information return) including in its capacity as a tax withholding agent, except any Taxes that are being contested in good faith by appropriate proceedings where adequate reserves have been established in accordance with IFRS. The Company and each Material Subsidiary has made adequate provision for the payment of all material Taxes not yet due. There are no Tax disputes existing or, to the knowledge of the Company or any Material Subsidiary, pending involving the Company or any Material Subsidiary which could reasonably be expected to have a Material Adverse Effect.
- (n) **Corporate Structure of the Company:** At the Closing and on the Effective Date:
- (i) Schedule D(n) shows, for the Company, its name, its type of organization, its organizational identification number, if any, its authorized and issued Equity Interests and, to the knowledge of the Company, any holders of ten (10%) or more of its Equity Interests; and
  - (ii) Schedule D(n) shows all outstanding warrants, options, rights, grants, privileges or other agreements, which require or may require the issuance of any Equity Interests of the Company or the issuance of any Debt or securities convertible into Equity Interests of the Company, or outstanding Debt or securities convertible into Equity Interests of the Company.
- (o) **Financial Statements.** The Financial Statements of the Company, copies of which are available in the Company Public Record, fairly present the consolidated financial position of the Company, as at such dates and the consolidated results of the operations and changes in financial position of the Company for such period, all in accordance with IFRS.
- (p) **Debt.** Except as set out in the Financial Statements or accounts payable incurred in the Ordinary Course of business since the date of the Financial Statements, neither the Company nor any Material Subsidiary has any Debt of a nature required to be disclosed or reflected in the Financial Statements. There exists no default (howsoever described) under the provisions of any instrument evidencing such Debt or of any agreement relating thereto.
- (q) **Insurance.** The Company and the Material Subsidiaries maintain insurance of types and in amounts which are customarily maintained by other companies applying prudent mining industry practices and as appropriate for their respective size, nature and stage of development.
- (r) **No Litigation.** There are no actions, suits or proceedings pending, taken or, to the knowledge of the Company, threatened, or before or by any Governmental Entity which (i) challenges, or threatens, the validity or propriety of the transactions contemplated under this Agreement, or any other instruments and agreements executed or delivered in connection therewith or related thereto, (ii) alleges the violation of any applicable Law,

(iii) involves any Material Agreement, (iv) challenges or threatens the validity of all or any portion of any of the Mining Rights or the Company's or any Material Subsidiary's legal interest or claim thereto, or (v) could reasonably be expected to result, either in any case or in the aggregate, in a Material Adverse Effect.

(s) **No Material Adverse Effect.** Since the date of the Financial Statements of the Company, there has not been any Material Adverse Effect and to the knowledge of the Company and each Material Subsidiary, no event has occurred, or circumstance exists which could reasonably be expected to result in a Material Adverse Effect and which has not been Publicly Disclosed prior to the date hereof.

(t) **Additional Schedule Disclosure for the Company.** As of December 31, 2019:

(i) Schedule D(t) is a list of all jurisdictions (or registration districts within such jurisdictions) in which the Company (i) has its chief executive office, head office, registered office and chief place of business, (ii) carries on business, (iii) has any account debtors, or (iv) possesses or holds any tangible personal property (except for goods in transit in the ordinary course of business); and

(ii) Schedule D(t) is a list of all Authorizations which are material to the Company.

(u) **Solvency.** The Company and each Material Subsidiary is Solvent, and neither the Company nor any Material Subsidiary has:

(i) generally failed to pay its Debts as they have become due;

(ii) admitted its inability to pay its Debts generally;

(iii) made a general assignment for the benefit of creditors;

(iv) committed an act of bankruptcy (within the meaning of the *Bankruptcy and Insolvency Act* (Canada) or any similar legislation or applicable Law);

(v) instituted any proceedings, or had instituted any proceedings against it (x) seeking to adjudicate it a bankrupt or insolvent or (y) seeking liquidation, winding-up, reorganization, compromise, arrangement, adjustment, protection, relief or composition of it or of its Debts under any applicable Law relating to bankruptcy, insolvency or reorganization or relief of debtors or other similar matters or (z) seeking the appointment of a receiver, manager, receiver and manager, trustee, monitor, custodian or other similar official for it or for any part of its undertaking, property or assets; or

(vi) taken any action to authorize any of the actions set forth above in this Section 1.1(u).

(v) **No Liabilities.** Other than as set out or reflected in the Financial Statements, or incurred in the Ordinary Course since the date of the Financial Statements or in connection with this Agreement or the Company Debentures, the Company does not have any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise).

- (w) **Transactions with Related Parties.** The Company and each Material Subsidiary has not, since January 1, 2019, engaged in any transactions with Persons not dealing at arm's length (as defined in the *Income Tax Act* (Canada)).
- (x) **Securities Representations.**
- (i) the Company is a reporting issuer not in default (or the equivalent) under the Securities Laws of each of the Reporting Jurisdictions and its Common Shares are listed for trading on the TSXV;
  - (ii) the Company has materially complied, and is in material compliance, with all applicable Laws and regulations, including applicable Securities Laws;
  - (iii) no order or ruling suspending the sale or ceasing the trading in any securities of the Company has been issued (and has not been revoked or otherwise expired) by any securities regulatory authority or, to the best knowledge of the Company, is pending, contemplated or threatened by any securities regulatory authority;
  - (iv) the Company is in compliance in all material respects with the applicable listing and governance rules of the TSXV; and
  - (v) no order ceasing, halting or suspending trading nor prohibiting the sale of Common Shares has been issued to and is outstanding against the Company or its directors, officers or promoters and, to the Company's knowledge, no investigation or proceedings for such purposes are pending or threatened.
- (y) **Questionable Payments.** Neither the Company nor any Material Subsidiary has, and to the knowledge of the Company and each Material Subsidiary, no director, officer, agent, employee or other Person associated with or acting on behalf of the Company or its Material Subsidiaries or any subsidiary thereof has (i) used any corporate or entity funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate or entity funds; (iii) violated or is in violation of any provision of any applicable corrupt practices, bribery or similar Laws; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (z) **Environmental.**
- (i) All of the Company's and each Material Subsidiary's operations, and to the knowledge of the Company, all other operations on any of the Company's or any Material Subsidiary's mining projects or properties, have been and are in material compliance with all Environmental Laws and all terms and conditions of all Environmental Permits.
  - (ii) Neither the Company nor any Material Subsidiary has used or permitted to be used, except in compliance with Environmental Laws or Environmental Permits, any mining projects or properties to Release, generate, manufacture, process, distribute, use, treat, store, transport or handle any Hazardous Substance.

- (iii) To the knowledge of the Company, there are no Hazardous Substances at, in, on, under or migrating from or onto any of the Company's or any Material Subsidiary's mining projects or properties, except in compliance with Environmental Laws or Environmental Permits and except as occurs as a natural component of the rock and soil thereat.
  - (iv) To the knowledge of the Company, no underground storage tanks are located at any of the Company's or any Material Subsidiary's mining projects or properties.
- (aa) **Material Agreements.**
  - (i) There has not occurred any event which constitutes or which, with notice of lapse of time or both, could constitute, a default or event of default under any Material Agreement.
  - (ii) As of the date hereof, each of the Material Agreements is in full force and effect, unamended, and constitutes the entire agreement between the parties with respect to such parties obligations therein.
- (bb) **Disclosure.** There is no fact known to the Company or any Material Subsidiary which has or which could reasonably be expected to have a Material Adverse Effect which has not been fully disclosed to the Purchaser.
- (cc) **Brokers.** Except for the engagement letters between the Company and the Financial Advisor and the fees payable under or in connection with such engagement and other than as contemplated in Section 4.10 of the Agreement and as disclosed in writing to the Purchaser on or prior to the date of this Agreement, no investment banker, broker, finder, financial adviser or other intermediary has been retained by or is authorized to act on behalf of the Company or any of its Subsidiaries or is entitled to any fee, commission or other payment from the Company or any of its Subsidiaries in connection with this Agreement or any other transaction contemplated by this Agreement.
- (dd) **Company Debentures.** The Company has provided the Purchaser with true, correct and complete copies of the Company Debentures and there has been no amendment or other modification to such Company Debentures (save and except where such amendment or modification was approved by the Holder in writing). The total aggregate principal amount available to the Company pursuant to the Company Debentures is \$20,000,000. The terms, conditions, covenants and agreements of all Company Debentures are substantially similar in all respects. No Company Debenture contains any term, condition, covenant or agreement in favour of the respective holder thereof, and which would be beneficial to such holder, that is not contained in all Company Debentures in substantially equivalent form.
- (ee) **No Expropriation.** To the knowledge of the Company, no property or asset of the Company or any of its Subsidiaries has been taken or expropriated by any Governmental Entity nor has any Governmental Entity given notice of or commenced any proceeding to take or expropriate any such property or asset.
- (ff) **NI 43-101 Technical Reports.** The Company has duly and timely filed all technical reports required by NI 43-101 to be filed with the Securities Authorities and all such technical reports have been prepared and disclosed in accordance with the requirements of, and in compliance with, NI 43-101, including Form 43-101F1. There

has been no change of which the Company is or should be aware that would disaffirm, misrepresent or change any material aspect of the current technical report or that would require the filing of a new technical report under NI 43-101 and applicable Securities Laws. All of the material assumptions contained in the current technical report are reasonable and appropriate. The current technical report was prepared by, or under the supervision of, a qualified person within the meaning of NI 43-101.

- (gg) **Opinion of Financial Advisor.** The Board has received the Fairness Opinion and such Fairness Opinion has not been withdrawn or modified as of the date of this Agreement.
- (hh) **Board Approval.** The Board after consultation with the financial and legal advisors, has unanimously: (i) determined that the Consideration to be received by the Company Shareholders pursuant to the Arrangement is fair to such holders and that the Arrangement is in the best interests of the Company; (ii) resolved to unanimously recommend that the Company Shareholders vote in favour of the Arrangement Resolution; and (iii) authorized the entering into of this Agreement and the performance by the Company of its obligations under this Agreement, and no action has been taken to amend, or supersede such determinations, resolutions, or authorizations.

**Schedule D(d)**  
**Material Agreements**

[Redacted: Commercially sensitive information]

**Schedule D(i)(i)**  
**Ownership and Use of Property**

[Redacted: Commercially sensitive information]

**Schedule D(n)**  
**Corporate Structure of the Company**

[Redacted: Commercially sensitive information]

**Schedule D(t)**  
**Additional Schedule Disclosure of the Company**

[Redacted: Commercially sensitive information]

**SCHEDULE E**  
**PURCHASER REPRESENTATIONS AND WARRANTIES**

1. **Organization and Qualification.** The Purchaser and each of its Subsidiaries is a corporation or other entity duly incorporated, formed or organized, as applicable, validly existing and in good standing (or equivalent) under the laws of the jurisdiction of its incorporation, organization or formation, as applicable, and has all requisite power and authority to own, lease and operate its assets and properties and conduct its business as now owned and conducted. The Purchaser and each of its Subsidiaries is duly qualified, registered, licensed or otherwise authorized to carry on business and is in good standing in each jurisdiction in which the character of its assets and properties, whether owned, leased, licensed or otherwise held, or the nature of its activities make such qualification, registration, licensing or other authorization necessary, and has all Authorizations required to own, lease and operate its properties and assets and to conduct its business as now owned and conducted, except as to the extent that any failure of the Purchaser or any of its Subsidiaries to be so qualified, registered, licensed or authorized or to possess such Authorizations could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Purchaser.
2. **Corporate Authorization.** The Purchaser has the requisite corporate power and authority to enter into and perform its obligations under this Agreement. The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion of the Arrangement and the other transactions contemplated hereby have been duly authorized by all necessary corporate action on the part of the Purchaser and no other corporate proceedings on the part of the Purchaser are necessary to authorize this Agreement or the completion of the Arrangement and the other transactions contemplated hereby.
3. **Board Approval.** The board of directors of the Purchaser has approved the Arrangement and the execution and performance of this Agreement.
4. **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser, and constitutes a legal, valid and binding agreement of the Purchaser enforceable against it in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other Laws affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
5. **Non-Contravention.** The execution, delivery and performance by the Purchaser of its obligations under this Agreement and the completion of the Arrangement and the other transactions contemplated hereby do not and will not (or would not with the giving of notice, the lapse of time or both):
  - (a) contravene, conflict with, or result in any violation or breach of the Purchaser's Constating Documents or the organizational documents of any of its Subsidiaries;
  - (b) assuming compliance with the matters referred to in Paragraph 5 above, contravene, conflict with or result in a violation or breach of any Law applicable to the Purchaser or any of its Subsidiaries, or any of their respective properties

or assets; or

- (c) allow any Person to exercise any rights, require any consent or notice under or other action by any Person, or constitute a default under, or cause or permit the termination, cancellation, acceleration or other change of any right or obligation or the loss of any benefit to which the Purchaser or any of its Subsidiaries is entitled (including by triggering any rights of first refusal or first offer, change in control provision or other restriction or limitation) under any material contract or any material Authorization to which the Purchaser or any of its Subsidiaries is a party or by which the Purchaser or any of its Subsidiaries is bound unless it would not reasonably be expected to have, individually or in the aggregate, a material adverse effect on the Purchaser's ability to consummate the Arrangement.

## 6. **Capitalization.**

- (a) The authorized capital of the Purchaser consists of an unlimited number of Purchaser Common Shares and an unlimited number of preferred shares. As of close of business on May 8, 2020, there were 61,288,178 Purchaser Common Shares and no preferred shares issued and outstanding. A further 21,915,487 Purchaser Common Shares have been reserved for issuance upon the due and proper exercise of certain warrants of the Purchaser (the "**Purchaser Warrants**") outstanding as of May 11, 2020, a further 1,979,998 Purchaser Common Shares have been reserved for issuance upon the due and proper exercise of certain incentive options ("**Purchaser Options**") outstanding as of May 11, 2020, and a further 4,210,526 Purchaser Common Shares have been reserved for issuance upon the conversion of an aggregate principal amount of \$20,000,000 of convertible debenture (the "**Purchaser Debentures**").
- (b) All outstanding Purchaser Common Shares have been duly authorized and validly issued, are fully paid and non-assessable (and no such shares have been issued in violation of any pre-emptive or similar rights), and all Purchaser Common Shares issuable upon the exercise of the Purchaser Options, Purchaser Warrants and Purchaser Debentures have been duly authorized and, upon issuance, shall be validly issued as fully paid and non-assessable. No Purchaser Common Shares have been issued and no Purchaser Options, Purchaser Warrants or Purchaser Debentures have been granted in violation of any Law on the part of the Purchaser or any pre-emptive or similar rights applicable to them.
- (c) Except for Purchaser Common Shares issuable pursuant to the exercise of Purchaser Options, Purchaser Warrants and Purchaser Debentures or as disclosed in the Purchaser Filings, there are no issued, outstanding or authorized options, equity-based awards, warrants, calls, conversion, pre-emptive, redemption, repurchase, stock appreciation or other rights, or any other agreements, arrangements, instruments or commitments of any kind that obligate the Purchaser or any of its Subsidiaries to, directly or indirectly, issue, register for sale, repurchase or redeem any securities of the Purchaser or of any of its Subsidiaries, or give any Person a right to subscribe for or acquire, any securities of the Purchaser or of any of its Subsidiaries.
- (d) There are no issued, outstanding or authorized notes, bonds, debentures or

other evidences of indebtedness or any other agreements, arrangements, instruments or commitments of any kind that give any Person, directly or indirectly, the right to vote with holders of Purchaser Common Shares on any matter except as required by Law.

7. **Purchaser Common Shares.** All Purchaser Common Shares to be issued under this Agreement will, when issued in accordance with the terms of the Agreement, be validly issued as fully paid and non- assessable shares in the capital of the Purchaser.
8. **Share Ownership.** Other than an aggregate of 7,312,500 Common Shares, 4,625,000 Company Warrants and US\$5 million principal amount of Company Debentures, the Purchaser and its Affiliates and persons acting jointly or in concert with the Purchaser and its Affiliates do not beneficially own or exercise control or direction over any Common Shares or other securities of the Company as of the date of this Agreement.
9. **Securities Law Matters.**
  - (a) The Purchaser is a “reporting issuer” or equivalent thereof and not on the list of reporting issuers in default under applicable Securities Laws in each of the provinces of Canada (other than Quebec) in which such concept exists and is not in default of any material requirements of any Securities Laws or the rules and regulations of the TSX. No delisting, suspension of trading in or cease trading order with respect to any of its securities and, to the knowledge of the Purchaser, no inquiry or investigation of any Securities Authority is pending, in effect or ongoing or threatened. The Purchaser Common Shares are listed on the TSX and trading of the Purchaser Common Shares is not currently halted or suspended. The Purchaser does not have any securities listed for trading on any securities exchange other than the TSX. None of the Purchaser’s Subsidiaries is subject to any material disclosure requirements under any securities laws in any jurisdiction in which such Subsidiary is formed or otherwise organized or operates.
  - (b) The documents comprising the Purchaser Filings that were required to be filed pursuant to applicable Securities Laws comply as filed or furnished in all material respects with the requirements of applicable Securities Laws and, where applicable, the rules and policies of the TSX and did not, as of the date filed (or, if amended or superseded by a subsequent filing prior to the date of this Agreement, on the date of such filing), contain any Misrepresentation. The Purchaser has, since January 1, 2019, complied and is in compliance with applicable Securities Laws and the rules, policies and requirements of the TSX in all material respects. The Purchaser has timely filed with the Securities Authorities all material forms, reports, schedules, certifications, statements and other documents required to be filed by it under applicable Securities Laws and where applicable, the rules and policies of the TSX since January 1, 2019. The Purchaser has not filed any confidential material change report with the Securities Authorities which at the date hereof remains confidential. There are no outstanding or unresolved comments in comments letters that the Purchaser has received from any Securities Authority with respect to any of the Purchaser Filings and, to the Purchaser’s knowledge, neither the Purchaser nor any of the Purchaser Filings are subject of an ongoing audit, review, comment or investigation by any Securities Authority, or in the case of the Purchaser, the

TSX.

- (c) The Purchaser is not subject to any cease trade or other order of the TSX or any Securities Authority, and, to the knowledge of the Purchaser, no investigation or other proceedings involving the Purchaser that may operate to prevent or restrict trading of any securities of the Purchaser are currently in progress or pending before the TSX or any Securities Authority.

10. **Financial Statements.**

- (a) The audited consolidated financial statements of the Purchaser (including any of the notes or schedules thereto, the auditors' report thereon and related management's discussion and analysis) for the year ended December 31, 2019 (i) were prepared in accordance with IFRS, (ii) fairly present, in all material respects, the assets, liabilities (whether accrued, absolute, contingent or otherwise), consolidated financial position, results of operations or financial performance and cash flows of the Purchaser and its respective Subsidiaries as of the dates set out in such statements and the consolidated financial position, results of operations or financial performance and cash flows of the Purchaser and its respective Subsidiaries as at the dates and for the respective periods covered by such financial statements (except as may be expressly indicated in the notes to such financial statements) and (iii) reflect appropriate reserves in respect of contingent liabilities, if any. The Purchaser does not intend to make any material correction or restatement of, nor, to the knowledge of the Purchaser, is there any basis for any material correction or restatement of, any aspect of any of the financial statements referred to in this Paragraph (12). Except as described in the notes to the Purchaser's audited consolidated financial statements as at and for the fiscal year ended December 31, 2019, there has been no material change in the Purchaser's accounting policies since December 31, 2019. Except as disclosed in the Purchaser Filings, there are no, nor are there any commitments to become a party to, any off-balance sheet transactions of the Purchaser or of any of its Subsidiaries with unconsolidated entities or other Persons.

- (b) Since January 1, 2019, the financial books, records and accounts of the Purchaser and each of its Subsidiaries: (i) have been maintained, in all material respects, in accordance with IFRS; (ii) are stated in reasonable detail; (iii) accurately and fairly reflect all the material transactions, acquisitions and dispositions of the Purchaser and its Subsidiaries; and (iv) accurately and fairly reflect the basis of the Purchaser's financial statements for periods beginning on or after such date.

11. **No Liabilities.** Other than as set out or reflected in the audited consolidated financial statements of the Purchaser for the year ended December 31, 2019, or incurred in the Ordinary Course since the date of such financial statement or in connection with this Agreement, the Purchaser does not have any liabilities or obligations of any nature (whether absolute, accrued, contingent or otherwise).

12. **Compliance with Laws.** Except in connection with the matters as disclosed in the Purchaser Filings, the Purchaser, each of its Subsidiaries and each Significant Interest Entity, is, and, to the knowledge of the Purchaser, since January 1, 2019 has been, in compliance with all applicable Laws (including Environmental Laws) and neither the

Purchaser nor any of its Subsidiaries or Significant Interest Entities is, to the knowledge of the Purchaser, under any investigation with respect to, has been charged or to the knowledge of the Purchaser threatened to be charged with, or has received notice of, any violation or potential violation of any Law or a disqualification by a Governmental Entity except, in each case, as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Purchaser.

13. **Environmental.** None of the Purchaser nor any of its Subsidiaries have Released, and, to the knowledge of the Purchaser, no other Person has Released, any Hazardous Substances in violation of Environmental Laws on, at, in, under or from any real property currently owned or leased by the Purchaser or any of its Subsidiaries or, to the knowledge of the Purchaser, any real property previously owned or leased by the Purchaser or any of its Subsidiaries.
14. **Authorizations and Licenses.**
  - (a) The Purchaser and each of its Subsidiaries own, possess or have obtained all Authorizations that are required by Law in connection with the operation of the business of the Purchaser and each of its Subsidiaries as presently conducted, or in connection with the ownership, operation or use of the Purchaser Property, except as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Purchaser.
  - (b) The Purchaser or its Subsidiaries, as applicable, (i) lawfully hold, own or use, and have complied with, all such Authorizations that are required by Law in connection with the operation of the business of the Company and each of its Subsidiaries as presently conducted, except as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Purchaser, (ii) each such Authorization is valid and in full force and effect, and is renewable by its terms or in the Ordinary Course; and (iii) to the knowledge of the Purchaser, no event has occurred which, with the giving of notice, lapse of time or both, could constitute a default under, or in respect of, any Authorization, except, in each case, as could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Purchaser.
15. **Mineral Reserves and Resources.** The proven and probable mineral reserves and mineral resources for all of the real properties owned by the Purchaser or any of its Subsidiaries (collectively, the “**Purchaser Property**”) and all material mineral interests and rights (including any mineral claims, mining claims, concessions, exploration licences, exploitation licences, prospecting permits, mining leases and mining rights, in each case, either existing under contract, by operation of Laws or otherwise) of the Purchaser and its Subsidiaries (collectively, the “**Purchaser Mineral Rights**”) in which the Purchaser or any of its Subsidiaries holds an interest, as set forth in the Purchaser Filings, were prepared in all material respects in accordance with sound mining, engineering, geosciences and other applicable industry standards and practices, and in all material respects in accordance with all applicable Laws, including the requirements of NI 43-101. There has been no material reduction in the aggregate amount of estimated mineral reserves, estimated mineral resources or mineralized material of the Purchaser or any of its Subsidiaries, or any of their material joint ventures, taken as a

whole, from the amounts set forth in the Purchaser Filings. All information regarding the Purchaser Property and the Purchaser Mineral Rights, including all material drill results, technical reports and studies, that are required to be disclosed by Laws, have been disclosed in the Purchaser Filings.

16. **No Expropriation.** No property or asset of the Purchaser or any of its Subsidiaries has been taken or expropriated by any Governmental Entity nor, to the knowledge of the Purchaser, has any Governmental Entity given notice of or commenced any proceeding to take or expropriate any such property or asset.
17. **NI 43-101 Technical Reports.** The Purchaser has duly and timely filed all technical reports required by NI 43-101 to be filed with the Securities Authorities and all such technical reports have been prepared and disclosed in accordance with the requirements of, and in compliance with, NI 43-101, including Form 43-101F1. There has been no change of which the Purchaser is or should be aware that would disaffirm, misrepresent or change any material aspect of any such current technical report or that would require the filing of a new technical report under NI 43-101 and applicable Securities Laws. All of the material assumptions contained in such current technical reports are reasonable and appropriate. Each such filed and current technical report was prepared by, or under the supervision of, a qualified person within the meaning of NI 43-101.
18. **Litigation.** Other than as disclosed in the Purchaser Filings, there are no claims, actions, suits, orders, directives, arbitrations, inquiries, investigations or proceedings pending, or threatened, against the Purchaser or any of its Subsidiaries, or, to the knowledge of the Purchaser, affecting any of their respective properties or assets that if determined adverse to the interests of the Purchaser or its Subsidiaries, could reasonably be expected to have, individually or on the aggregate, a Material Adverse Effect in respect of the Purchaser or would be reasonably expected to prevent or delay the completion of the Arrangement or the transactions contemplated hereby, nor, to the knowledge of the Purchaser, are there any events or circumstances which would reasonably be expected to give rise to any such claim, action, suit, arbitration, inquiry, investigation or proceeding. There is no bankruptcy, liquidation, winding-up or other similar proceeding pending or in progress, or, to the knowledge of the Purchaser, threatened against or relating to the Purchaser or any of its Subsidiaries. Neither the Purchaser nor any of its Subsidiaries, nor any of their respective properties or assets is subject to any outstanding judgment, order, writ, injunction or decree that could be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect in respect of the Purchaser or that would or would be reasonably expected to prevent or delay the completion of the Arrangement or the transactions contemplated hereby.
19. **Tax Liability.** The Purchaser and each material Subsidiary has: (i) timely filed, or caused to be filed, all material Tax and information returns and reports which are required to be filed, and (ii) have paid, or caused to be paid, all material Taxes levied or imposed on it or its properties, income or assets (whether or not shown on a Tax or information return) including in its capacity as a tax withholding agent, except any Taxes that are being contested in good faith by appropriate proceedings where adequate reserves have been established in accordance with IFRS. The Purchaser and each material Subsidiary has made adequate provision for the payment of all material Taxes not yet due. There are no Tax disputes existing or, to the knowledge of the Purchaser or any material Subsidiary, pending involving the Purchaser or any material Subsidiary which could reasonably be expected to have a Material Adverse

Effect.

20. **Bankruptcy and Insolvency.** None of the Purchaser or any of its Subsidiaries has made an assignment in favour of its creditors or a proposal in bankruptcy to its creditors or any class thereof nor has any petition for a receiving order been presented in respect of it. None of the Purchaser or any of its Subsidiaries has initiated any Legal Proceedings with respect to a compromise or arrangement with its creditors or for its winding up, liquidation or dissolution and, to the knowledge of the Purchaser, no such Legal Proceedings have been threatened by any other Person. No receiver has been appointed in respect of the Purchaser or any of its Subsidiaries or any of their respective property or assets and no execution or distress has been levied upon any of their respective property or assets and, to the knowledge of the Purchaser, no such Legal Proceedings have been threatened by any other Person.
21. **Questionable Payments.** Neither the Purchaser nor any material Subsidiary has, and to the knowledge of the Purchaser and each material Subsidiary, no director, officer, agent, employee or other Person associated with or acting on behalf of the Purchaser or its material Subsidiaries or any subsidiary thereof has (i) used any corporate or entity funds for any unlawful contribution, gift, entertainment, or other unlawful expense relating to political activity; (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate or entity funds; (iii) violated or is in violation of any provision of any applicable corrupt practices, bribery or similar Laws; or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
22. **Investment Canada Act.** The Purchaser is not a “non Canadian” within the meaning of the Investment Canada Act.

**SCHEDULE F  
KEY REGULATORY APPROVALS**

None.