

REAFFIRMATION AGREEMENT

REAFFIRMATION AGREEMENT, dated as of March 31, 2014 (this "**Agreement**"), is made by BRS Resources Ltd., a company organized under the laws of the Province of British Columbia (the "**Company**") and Bonanza Resources (Texas) Inc., a Texas corporation ("**Bonanza**"), in favor of each of the investors (the "**Buyers**") named on the Schedules of Buyers attached to the Amended and Restated Securities Purchase Agreement (the "**Securities Purchase Agreement**"), dated as of March [], 2014, by and among the Company and the Buyers. Capitalized terms used herein but not specifically defined herein shall have the meanings ascribed to them in the Securities Purchase Agreement.

WHEREAS, the Company and the Buyers are parties to the Securities Purchase Agreement (the "**Original SPA**"), dated as of March 28, 2013;

WHEREAS, on March 28, 2013 Bonanza, entered into the Guaranty (the "**Guaranty**") in favor of Double Black Diamond L.P., in its capacity as collateral agent for the benefit of the Secured Parties (as defined in the Guaranty) (in such capacity, the "**Collateral Agent**"), pursuant to which Bonanza guaranteed the payment and performance of the "Guaranteed Obligations" (as defined in the Guaranty);

WHEREAS, to secure the Secured Obligations (as defined in the Pledge Agreement (as defined below)) of the Company to the Buyers under the Original SPA, the Company entered into that certain Pledge Agreement, dated as of March 28, 2013 (the "**Pledge Agreement**"), pursuant to which, among other things, the Company granted to the Collateral Agent a security interest in 100% of the capital stock of Bonanza;

WHEREAS, to secure the Secured Obligations (as defined in the Security Agreement (as defined below)) of the Company and Bonanza to the Buyers under the Original SPA, Bonanza entered into that certain Pledge and Security Agreement, dated as of March 28, 2013 (the "**Security Agreement**"), pursuant to which, among other things, Bonanza granted to the Collateral Agent a security interest in the personal property and fixtures described therein;

WHEREAS, on the date hereof, (i) the Original SPA was amended and restated pursuant to the Securities Purchase Agreement, among other things, to provide for the purchase of Additional Notes on the Additional Closing Date and (ii) the Registration Rights Agreement (the "**Original RRA**"), dated as of March 28, 2013, by and among the Company and the Buyers was amended and restated pursuant to the Amended and Restated Registration Rights Agreement, dated of even date herewith, by and among the Company and the Buyers listed on the signature pages attached thereto (the Original RRA as amended and restated, the "**Registration Rights Agreement**"); and

WHEREAS, it is a condition precedent to the Additional Closing that the Company and Bonanza shall have executed and delivered each Buyer this Agreement.

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the parties hereto hereby agree as follows:

1. Reaffirmation and Confirmation. Each of Company and Bonanza hereby (a) confirms and agrees that the Initial Notes, the Guaranty, the Pledge Agreement, the Security Agreement and each other Transaction Document to which either of them is a party is, and shall continue to be, in full force and effect and is hereby ratified and confirmed in all respects, except that on and as of the Additional Closing Date, all references in any Transaction Document to (i) "Notes" shall be deemed to include the "Additional Notes", (ii) "the Securities Purchase Agreement," "thereto," "thereof," "thereunder" or words of like import referring to the Original SPA shall mean the Securities Purchase Agreement and (iii) "the Registration Rights Agreement," "thereto," "thereof," "thereunder" or words of like import referring to the Original RRA shall mean the Registration Rights Agreement, (b) acknowledges and reaffirms its respective obligations as set forth in each Transaction Document to which it is party, (c) agrees to continue to comply with, and be subject to, all of the terms, provisions, conditions, covenants, agreements and obligations applicable to them set forth in each Transaction Document, which remain in full force and effect, and (d) confirms, ratifies and reaffirms that (x) the security interest granted to the Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Documents in all of their right, title, and interest in all then existing and thereafter acquired or arising Collateral (as defined in the applicable Security Documents) in order to secure prompt payment and performance of the Secured Obligations (as defined in the applicable Security Documents), is continuing and is and shall remain unimpaired and continue to constitute a first priority security interest (subject to Permitted Liens (as defined in the Notes)) in favor of the Collateral Agent, for the benefit of the Secured Parties, with the same force, effect and priority in effect both immediately prior to and after entering into this Agreement and the other Transaction Documents entered into on or as of the Additional Closing Date, and (y) such security interest is not subject to offset, deduction, defense or claim against the Collateral Agent or any Buyer. The Collateral Agent's security interest in and to the Collateral of the Company and Bonanza has attached and continues to attach to all such Collateral and no further act on the part of the Collateral Agent or any Buyer is necessary to continue such security interest.

2. Agreement as a Transaction Document. Each of Company and Bonanza acknowledges and agrees that this Agreement shall constitute a "Transaction Document" under the Securities Purchase Agreement and the other Transaction Documents.

3. General Provisions.

(a) Each of the Company and Bonanza hereby acknowledges and consents to this Agreement. This Agreement does not and shall not affect any of the obligations of the Company or Bonanza under or arising from the Securities Purchase Agreement or any other Transaction Document to which it is a party, all of which obligations shall remain in full force and effect. The execution, delivery and effectiveness of this Agreement shall not operate as a waiver of any right, power or remedy of the Collateral Agent or any Buyer under the Securities Purchase Agreement or any other Transaction Document, nor constitute a waiver of any provision of the Securities Purchase Agreement or any other Transaction Document.

(b) Representations and Warranties. Each of the Company and Bonanza further represents and warrants that (i) the execution, delivery and performance of this Agreement have been duly authorized by all necessary action, (ii) it has duly executed and delivered this Agreement, and (iii) this Agreement is a legal, valid and binding obligation of such Person,

enforceable against such Person in accordance with its terms, except as enforcement may be limited by equitable principles or by bankruptcy, insolvency, reorganization, moratorium, or similar laws relating to or limiting creditors' rights generally.

(c) Counterparts. This Agreement may be executed by one or more of the parties hereto in any number of separate counterparts and all of such counterparts taken together shall be deemed to constitute one and the same instrument. Delivery of an executed counterpart of this Agreement by facsimile or electronic mail shall be equally effective as delivery of an original executed counterpart.

(d) CHOICE OF LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, WITHOUT REFERENCE TO THE CONFLICTS OR CHOICE OF LAW PRINCIPLES THEREOF.

(e) JURY TRIAL WAIVER. THE PARTIES HERETO HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF ANY OF THE LOAN DOCUMENTS OR ANY OF THE TRANSACTIONS CONTEMPLATED THEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. THE PARTIES HERETO REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be executed by an officer thereunto duly authorized, as of the date first above written.

BRS RESOURCES LTD.,
a company organized under the laws of the
Province of British Columbia, as a Grantor

By: "*Steven Moore*"
Name: Steven Moore
Title: President/CEO

BONANZA RESOURCES (TEXAS) INC.,
a Texas corporation, as a Grantor and a
Guarantor

By: "*Sioux Sinnott*"
Name: Sioux Sinnott
Title: President

Acknowledged and Agreed to as of
the date first above-written.

DOUBLE BLACK DIAMOND L.P.,
as Collateral Agent

By: Carlson Capital, L.P.,
its Investment Advisor

By: _____
Name: Christopher W. Haga
Title: Portfolio Manager