



Ontario

CERTIFICATE
This is to certify that these
articles are effective on

CERTIFICAT
Ceci certifie que les présents
statuts entrent en vigueur le

5021966

SEPTEMBER 24 SEPTEMBRE, 2019

Barbara Duckitt

(17)

Director / Directrice
Business Corporations Act / Loi sur les sociétés par actions

Form 4
Business
Corporations
Act

Formule 4
Loi sur les
sociétés par
actions

**ARTICLES OF AMALGAMATION
STATUTS DE FUSION**

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

L	E	G	E	N	D	A	R	Y	O	R	E	M	I	N	I	N	G	C	O	R	P	O	R	A	T	I
O	N																									

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

217 Queen Street West, Suite 401

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

Toronto

ONTARIO

M 5 V 0 R 2

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

Postal Code/Code postal

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

Fixed number
Nombre fixe

OR minimum and maximum
OU minimum et maximum

1	10
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4. The director(s) is/are: / Administrateur(s) :

First name, middle names and surname Prénom, autres prénoms et nom de famille	Address for service, giving Street & No. or R.R. No., Municipality, Province, Country and Postal Code Domicile élu, y compris la rue et le numéro ou le numéro de la R.R., le nom de la municipalité, la province, le pays et le code postal	Resident Canadian State 'Yes' or 'No' Résident canadien Oui/Non
Eric Lowy	217 Queen Street West, Suite 401 Toronto, Ontario M5V 0R2	Yes
Benjamin Cooper	15/232 Guineas Creek Road, Elanora Queensland, Australia 4221	No

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

A - Amalgamation Agreement / Convention de fusion :



The amalgamation agreement has been duly adopted by the shareholders of each of the amalgamating corporations as required by subsection 176 (4) of the *Business Corporations Act* on the date set out below.

Les actionnaires de chaque société qui fusionne ont dûment adopté la convention de fusion conformément au paragraphe 176(4) de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

or
ou

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



The amalgamation has been approved by the directors of each amalgamating corporation by a resolution as required by section 177 of the *Business Corporations Act* on the date set out below.

Les administrateurs de chaque société qui fusionne ont approuvé la fusion par voie de résolution conformément à l'article 177 de la *Loi sur les sociétés par actions* à la date mentionnée ci-dessous.

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

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

Names of amalgamating corporations Dénomination sociale des sociétés qui fusionnent	Ontario Corporation Number Numéro de la société en Ontario	Date of Adoption/Approval Date d'adoption ou d'approbation		
		Year année	Month mois	Day jour
Legendary Ore Mining Corporation	001440468	2019	09	24
Bloom Retail Management Inc.	002670885	2019	09	24

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

There are no restrictions

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

The Company is authorized to issue:

1. an unlimited number of common shares; and
2. an unlimited number of special shares, issuable in a series.

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

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

Common Shares

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

Special Shares

- (1) The special shares may from time to time be issued in one or more series and subject to the following provisions, and subject to the sending of articles of amendment in prescribed form, and the endorsement thereon of a certificate of amendment in respect thereof, the directors may fix from time to time before such issue the number of shares that is to comprise each series and the designation, rights, privileges, restrictions and conditions attaching to each series of special shares including, without limiting the generality of the foregoing, the rate or amount of dividends or the method of calculating dividends, the dates of payment thereof, the redemption, purchase and/or conversion prices and terms and conditions of redemption, purchase and/or conversion, and any sinking fund or other provisions.
- (2) The special shares of each series shall, with respect to the payment of dividends and the distribution of assets or return of capital in the event of liquidation, dissolution or winding up of the Company, whether voluntary or involuntary, or any other return of capital or distribution of the assets of the Company among its shareholders for the purpose of winding up its affairs, rank on a parity with the special shares of every other series and be entitled to preference over the special shares and over any other shares of the Company ranking junior to the special shares. The special shares of any series may also be given such other preferences, not inconsistent with these articles, over the special shares and any other shares of the Company ranking junior to the special shares as may be fixed as provided herein.
- (3) If any cumulative dividends or amounts payable on the return of capital in respect of a series of special shares are not paid in full, all series of special shares shall participate ratably in respect of such dividends and return of capital.

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

If the Company:

- (a) is not a reporting issuer or investment fund within the meaning of applicable securities legislation; and
- (b) has not distributed to the public (excluding accredited investors within the meaning of applicable securities legislation) any of its securities,

then no shares in the capital of the Company shall be transferred without either:

- (i) the previous consent of the board of directors expressed by a resolution passed by the board of directors or by an instrument or instruments in writing signed by a majority of the directors; or
- (ii) the previous consent of the holders of at least 51% of the shares of that class for the time being outstanding expressed by a resolution passed by the shareholders or by an instrument or instruments in writing signed by such shareholders.

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

None.

11. The statements required by subsection 178(2) of the *Business Corporations Act* are attached as Schedule "A".
Les déclarations exigées aux termes du paragraphe 178(2) de la *Loi sur les sociétés par actions* constituent l'annexe A.
12. A copy of the amalgamation agreement or directors' resolutions (as the case may be) is/are attached as Schedule "B".
Une copie de la convention de fusion ou les résolutions des administrateurs (selon le cas) constitue(nt) l'annexe B.

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

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

BLOOM RETAIL MANAGEMENT INC.

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

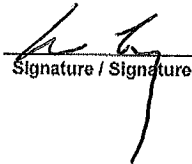
DOMINIQUE MONARDO
Print name of signatory /
Nom du signataire en lettres moulées

PRESIDENT
Description of Office / Fonction

LEGENDARY ORE MINING CORPORATION

Names of Corporations / Dénomination sociale des sociétés

By / Par


Signature / Signature

Eric Lowy
Print name of signatory /
Nom du signataire en lettres moulées

Secretary
Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Names of Corporations / Dénomination sociale des sociétés

By / Par

Signature / Signature

Print name of signatory /
Nom du signataire en lettres moulées

Description of Office / Fonction

Schedule A-1

LEGENDARY ORE MINING CORPORATION

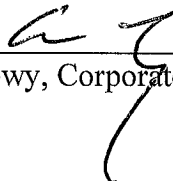
Statement of Director or Officer

Pursuant to Subsection 178 (2) of the *Business Corporations Act* (Ontario)

I, Eric Lowy, being a director and officer of Legendary Ore Mining Corporation (the “**Company**”), one of the amalgamating corporations listed in the Articles of Amalgamation to which this statement is attached (the “**Articles**”).

1. I am a director and Secretary of the Company and, as such, have knowledge of the affairs of the Company.
2. I have conducted such examinations of the books and records of the Company as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
 - (a) the Company is, and the amalgamated corporation (“**Amalco**”) will be able to pay its liabilities as they become due; and
 - (b) the realizable value of Amalco’s assets will not be less than the aggregate of its liabilities and stated capital of all classes of its shares.
4. There are reasonable grounds for believing that no creditor of the Company will be prejudiced by the Amalgamation.
5. No creditor has objected to the Amalgamation.

This Statement is made this 24 day of September, 2019.


Eric Lowy, Corporate Secretary and Director

Schedule A-2


BLOOM RETAIL MANAGEMENT INC.

Statement of Director or Officer
Pursuant to Subsection 178 (2) of the *Business Corporations Act* (Ontario)

I, Dominique Monardo, being a director and officer of Bloom Retail Management Inc. (the "**Company**"), one of the amalgamating corporations listed in the Articles of Amalgamation to which this statement is attached (the "**Articles**").

1. I am a director, President and Chief Executive Officer of the Company and, as such, have knowledge of the affairs of the Company.
2. I have conducted such examinations of the books and records of the Company as are necessary to enable me to make the statements hereinafter set forth.
3. There are reasonable grounds for believing that:
 - (a) the Company is, and the amalgamated corporation ("**Amalco**") will be able to pay its liabilities as they become due; and
 - (b) the realizable value of Amalco's assets will not be less than the aggregate of its liabilities and stated capital of all classes of its shares.
4. There are reasonable grounds for believing that no creditor of the Company will be prejudiced by the Amalgamation.
5. No creditor has objected to the Amalgamation.

This Statement is made this 24 day of September, 2019.



Dominique Monardo
President, CEO and Director

SCHEDULE "B"

AMALGAMATION AGREEMENT

BETWEEN

LAKEFIELD MARKETING CORPORATION

and

BLOOM RETAIL MANAGEMENT INC.

and

LEGENDARY ORE MINING CORPORATION

July 19, 2019

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of July 19, 2019

BETWEEN:

LAKEFIELD MARKETING CORPORATION, a company
incorporated under the laws of the Province of Ontario

("Lakefield")

AND:

BLOOM RETAIL MANAGEMENT INC., a company incorporated
under the laws of the Province of Ontario

("Lakefield Subco")

AND:

LEGENDARY ORE MINING CORPORATION, a company
incorporated under the laws of the Province of Ontario

("Legendary")

WHEREAS:

- A. Lakefield Subco is a newly incorporated, wholly-owned subsidiary of Lakefield.
- B. Lakefield is a reporting issuer in Ontario.
- C. It is intended that Lakefield Subco and Legendary will amalgamate under the provisions of the *Business Corporations Act* (Ontario) and the terms and conditions of this Agreement to form one corporation (the "**Amalgamation**").
- D. Upon the Amalgamation taking effect, Legendary Shareholders (as defined herein) will receive Lakefield Shares in the proportion and to the extent set out herein.
- E. The parties have entered into this Agreement to provide for the matters referred to above and other matters related thereto.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

**ARTICLE 1
INTERPRETATION**

1.1 Definitions

In this Agreement, including the Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the following meanings, and grammatical variations of those terms will have corresponding meanings:

- (a) **“Acquisition Proposal”** means, with respect to any Party (other than Lakefield Subco), other than the transactions contemplated by this Agreement, any offer, proposal, expression of interest or inquiry to that Party or its shareholders from any Person or group of Persons “acting jointly or in concert” (within the meaning of Securities Law) relating to (whether in one transaction or a series of transactions): (a) any direct or indirect sale, issuance or acquisition of 20% or more of the voting or equity securities of the Party (or securities convertible into or exercisable for such shares or interests); (b) any acquisition, sale, transfer, partnership, joint venture, earn-in right or option of assets (or other arrangement having an economic effect similar to a purchase or sale of assets) constituting, individually or in the aggregate, 20% or more of the fair market value of the consolidated assets of the Party; (c) an amalgamation, arrangement, merger, consolidation, business combination, recapitalization, liquidation, dissolution, reorganization or similar transaction involving the Party; (d) any take-over bid, issuer bid or exchange offer involving the Party; or (e) any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to materially reduce the benefits to the other Party under this Agreement or the Amalgamation;
- (b) **“Affiliate”** has the meaning attributed to that term in Section 1.3 of the Canadian Securities Administrators’ National Instrument 45-106 *Prospectus and Registration Exemptions*;
- (c) **“Agreement”**, **“hereof”**, **“herein”**, **“hereunder”** and similar expressions mean this agreement, including the recitals and Schedules hereto and includes any amendment or agreement or instrument supplementary or ancillary hereto;
- (d) **“Alexo-Dundonald Project”** means the exploration stage, past-producing nickel-copper-cobalt sulphide project located in Ontario, which combines the Alexo-Kelex and Dundonald properties described in the Purchase Agreements;
- (e) **“Amalco”** means the corporation to be formed by the amalgamation of Lakefield Subco and Legendary as contemplated by this Agreement;
- (f) **“Amalco Shares”** means the common shares without par value of Amalco;
- (g) **“Amalgamation”** means the amalgamation of Lakefield Subco and Legendary under Section 174 of the OBCA, and the related transactions and corporate procedures contemplated in this Agreement, all on the terms and conditions set forth in this Agreement;

- (h) “**Amalgamating Corporations**” means, collectively, Lakefield Subco and Legendary;
- (i) “**Articles of Amalgamation**” means the articles of amalgamation to be sent by the Parties to the Director in accordance with Section 178(1) of the OBCA as provided for in section 2.1(b);
- (j) “**Authorization**” means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, bylaw, rule or regulation, whether or not having the force of Law;
- (k) “**Business Day**” means a day which is not a Saturday, Sunday or a statutory holiday in Vancouver, Ontario or Toronto, Ontario;
- (l) “**Certificate of Amalgamation**” means the certificate of amalgamation to be issued to by the Director pursuant to Section 178(4) of the OBCA, giving effect to the Amalgamation;
- (m) “**Contract**” means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding or other right or obligation to which Lakefield or Legendary, as applicable, is a party or by which Lakefield or Legendary, as applicable, is bound or affected or to which any of their respective properties or assets is subject;
- (n) “**CSE**” means the Canadian Securities Exchange;
- (o) “**Depository**” means Capital Transfer Agency;
- (p) “**Director**” means the Director appointed under section 278 of the OBCA;
- (q) “**Effective Date**” means the date of the Amalgamation as set forth on the Certificate of Amalgamation;
- (r) “**Effective Time**” means 12:01 am (Toronto time) on the Effective Date;
- (s) “**Encumbrance**” includes any mortgage, pledge, assignment, charge, lien, hypothec, security interest, adverse interest in property, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;
- (t) “**Environmental Laws**” means all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign, including laws, ordinances, regulations or orders, relating to the protection of the environment, occupational and human health and safety or the treatment, use, processing, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substances;
- (u) “**First Nation**” means a First Nation, tribal council or aboriginal group;

- (v) “**Governmental Entity**” means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (ii) subdivision, agent, commission, board, or authority of any of the foregoing, or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing;
- (w) “**IFRS**” means the International Financial Reporting Standards;
- (x) “**Lakefield**” means Lakefield Marketing Corporation;
- (y) “**Lakefield Financial Statements**” means the audited financial statements of Lakefield for the year ended December 31, 2018 and the unaudited financial statements of Lakefield for the three month period ended March 31, 2019;
- (z) “**Lakefield Parties**” means, collectively and taken as a whole, Lakefield and Lakefield Subco and “**Lakefield Party**” means either of them;
- (aa) “**Lakefield Shareholder**” means a holder of Lakefield Shares;
- (bb) “**Lakefield Shares**” means the common shares in the capital of Lakefield on the date of this Agreement;
- (cc) “**Lakefield Stock Option Plan**” means the stock option plan adopted by Lakefield, pursuant to which Lakefield may grant options to purchase common shares in the capital of Lakefield to directors, officers employees and consultants of Lakefield, on a rolling basis, for up to 10% of the then issued and outstanding Lakefield Shares;
- (dd) “**Lakefield Subco Shareholder**” means a holder of Lakefield Subco Shares;
- (ee) “**Lakefield Subco Shares**” means the common shares in the capital of Lakefield Subco;
- (ff) “**Law**” means all laws, by-laws, statutes, regulations, principles of law, statutory rules, policies, orders, ordinances, protocols, codes, guidelines, directions, judgments and terms and conditions of any grant of approval, permission, authority or license of any court or Governmental Entity, and the term “**applicable**” with respect to such Law and in the context that refers to one or more Persons, means that such Law applies to such Person or Persons or its or their business, undertaking, property or securities and emanates from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;
- (gg) “**Lakefield Disclosure Documents**” means all disclosure documents of Legendary filed with Canadian securities regulatory authorities;
- (hh) “**Legendary Financial Statements**” means the unaudited interim financial statements of Legendary for the three month period ended March 31, 2019 and the audited consolidated financial statements of Legendary for the financial year ended December 31, 2018;
- (ii) “**Legendary Shareholder**” means a holder of Legendary Shares;

- (jj) **“Legendary Shareholders’ Resolution”** means the special resolution of the Legendary Shareholders approving the Amalgamation, substantially in the form set out in Schedule “A” to this Agreement;
- (kk) **“Legendary Shares”** means the common shares in the capital of Legendary as constituted on the date hereof;
- (ll) **“Letter of Transmittal”** means the letter of transmittal to be forwarded by Legendary to the Legendary Shareholders;
- (mm) **“Material Adverse Change”** or **“Material Adverse Effect”**, when used in connection with a Party, means any matter or action that has a change or effect, respectively, that:
 - (i) either individually or in aggregate, is, or would reasonably be expected to be, material and adverse to the business, condition (financial or otherwise) operations, assets, liabilities (whether absolute, accrued, conditional, contingent or otherwise), or capitalization of such Party taken as a whole, other than any matter, action, change or effect:
 - (A) relating to the announcement of the Amalgamation, this Agreement or any of the transactions contemplated hereby;
 - (B) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement;
 - (C) relating to any change in applicable accounting standards or any change in an applicable Law or any proposed change to an applicable Law;
 - (D) relating to any change in global or national political, financial or economic, conditions or in global or national currency exchange, commodity or capital markets;
 - (E) affecting the resource industry in general including changes in commodity prices;
 - (F) relating to any effect resulting from any act of terrorism or any outbreak of hostilities or war (or any escalation or worsening thereof) or any natural disaster;
 - (G) with respect to any action taken by an Lakefield Party, on the one hand, and Legendary on the other, which is required pursuant to this Agreement or any action taken (or omitted to be taken) by such Party at the written request of the other Party or with the consent of the other Party;

provided, however, that the change or effect referred to in clauses (C), (D), (E) or (F) above does not primarily relate to (or have the effect of primarily relating to) a Party or materially disproportionately adversely affect a Party compared to other companies of similar size operating in the same industry in which the Party operates; or

- (ii) either individually or in the aggregate prevents, or would reasonably be expected to prevent, the Party from performing a material obligation to be performed by it under this Agreement in any material respect.
- (nn) “**Material Contract**” means an agreement to which a Party is a party: (i) that has a term, the balance of which is equal to or in excess of one year and involves expenditures by or payments to that Party from and after the date of this Agreement aggregating in excess of \$100,000 in any year; (ii) whose termination (other than termination by passage of time) could individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Party; (iii) expressly limiting or restricting the ability of the Party to compete in, solicit in respect of, or otherwise to conduct, their respective businesses or operations; (iv) that contains any severance, change of control or termination pay or post-employment liabilities or obligations; (v) relating to material indebtedness, to the direct or indirect guarantee or assumption by the Party (contingent or otherwise) of any material payment or material performance obligations of any other Person; (vi) that is a financial risk management contract, such as a currency, commodity or interest related hedge contract; (vii) that is a securityholder agreement, declaration, voting trust or pooling agreement; (viii) relating to the disposition or acquisition by the Party after the date of this Agreement of a material amount of assets; (ix) pursuant to which the Party has any material ownership interest in any other Person or other business enterprise; (x) relating to the acquisition or sale by the Party of any operating business or the capital stock or other ownership interest of any other Person and under which the Party has any material continuing liability or obligation; (xi) relating to any indemnification obligation of the Party not entered into in the ordinary course of business; (xii) which is required to be filed on SEDAR pursuant to applicable Securities Law; or (xiii) that is a joint venture, partnership agreement or any other Contract that is outside the ordinary course of business or not consistent with past practice and is material to the business of the Party;
- (oo) “**OBCA**” means the *Business Corporations Act* (Ontario), including the regulations made thereunder, in each case as now in effect and as may be amended or replaced from time to time prior to the Effective Date;
- (pp) “**Parties**” means Lakefield, Lakefield Subco and Legendary, and “**Party**” means any one of them;
- (qq) “**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, First Nation, syndicate or other entity, whether or not having legal status;
- (rr) “**Purchase Agreements**” means, collectively, the property purchase agreement between Transition Metals Corp. and purchaser dated November 9, 2018 and the property purchase agreement dated October 18, 2018, between Tartisan Nickel Corp., Canadian Arrow Mines Limited and Vanicom Resources Limited;
- (ss) “**Regulatory Approvals**” means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made)

of Governmental Entities required in connection with the execution, delivery or performance of this Agreement or the consummation of the Amalgamation or any of the transactions otherwise contemplated hereby;

- (tt) **“Remedial Action”** means any investigation, feasibility study, monitoring, testing, sampling, removal (including removal of underground storage tanks), restoration, clean-up, remediation, closure, site restoration, remedial response or remedial work;
- (uu) **“Representative”** means, in the case of any Party, any director, officer, employee, agent, advisor or consultant of such Party or any of such Party’s Affiliates;
- (vv) **“Securities Act”** means the *Securities Act* (Ontario) as now in effect and as it may be amended from time to time prior to the Effective Date;
- (ww) **“Securities Authorities”** means the Ontario Securities Commission and the applicable securities regulatory authorities in each of the other provinces and territories of Canada, collectively;
- (xx) **“Securities Laws”** means the Securities Act and the equivalent Laws in the other provinces of Canada, and the published policies, instruments, rules, judgments, orders and decisions of any Securities Authorities or Governmental Entities administering those statutes;
- (yy) **“Tax”** or **“Taxes”** means, with respect to any Person, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, royalties, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, social service taxes, license taxes, withholding taxes, payroll taxes, health taxes, employer health taxes, employment taxes, Canada Pension Plan premiums, excise taxes, social security premiums, workers’ compensation premiums, employment or unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on that Person, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;
- (zz) **“Tax Act”** means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, and the regulations thereunder, as amended or replaced from time to time prior to the Effective Date;
- (aaa) **“Tax Returns”** means all return, declarations, reports, information returns and statements required to be filed with any taxing authority relating to Taxes; and
- (bbb) **“Termination Date”** means 90 calendar days from the date of this Agreement, or such later date as may be agreed to in writing by the Parties.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "Article", "Section" or "Subsection" followed by a number and/or a letter refer to the specified Article or Section of this Agreement. The terms "this Agreement", "hereof", "herein" and "hereunder" and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. The word "including", when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope. The word "or" is not exclusive.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

Unless otherwise stated, all currency amounts in this Agreement are expressed in lawful money of Canada.

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after due inquiry.

1.7 Statutory References

Any reference in this Agreement to a statute includes all rules and regulations made thereunder, all amendments to that statute or the rules and regulations made thereunder in force from time to time, and any statute or rule or regulation that supplements or supersedes that statute or the rules or regulations made thereunder.

1.8 Entire Agreement

This Agreement constitutes the entire agreement between the Parties hereto pertaining to the terms of the Amalgamation and ancillary arrangements and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties hereto with respect to the terms of the Amalgamation and such arrangements.

1.9 Deemed Actions

Where this Agreement contemplates a notice, consent or authorization being given or received by Lakefield Subco, such notice, consent or authorization shall be deemed to have been given or received (as the case may be) by Lakefield Subco if the same notice, consent or authorization is given or received (as the case may be) by Lakefield, whether on its own behalf or on behalf of Lakefield Subco.

1.10 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder in respect of any Party shall be made in a manner consistent with IFRS as historically applied by such Party.

1.11 Schedules

The following are the Schedules to this Agreement, which form an integral part hereof:

Error!	Reference	Material Contracts
	source not found.	
Schedule "A"		Legendary Shareholders' Resolution
Schedule "B"		Representations and Warranties of Lakefield
Schedule "C"		Representations and Warranties of Legendary

ARTICLE 2 THE AMALGAMATION

2.1 The Amalgamation

- (a) Lakefield, Lakefield Subco and Legendary combine their respective businesses and assets by way of a "three-cornered amalgamation" among Lakefield, Lakefield Subco and Legendary, pursuant to which Lakefield Subco and Legendary shall amalgamate pursuant to the provisions of Section 174 of the OBCA as of the Effective Date and continue as one corporation on the terms and conditions contained in this Agreement and Legendary Shareholders shall receive Lakefield Shares in exchange for their Legendary Shares;
- (b) No later than five Business Days after satisfaction or waiver of the conditions precedent in Article 6, Lakefield Subco and Legendary shall jointly complete and submit the Articles of Amalgamation, to the Director for endorsement thereon of a certificate, constituting the Certificate of Amalgamation giving effect to the Amalgamation of Lakefield Subco and Legendary upon and subject to the terms of this Agreement.
- (c) Upon the issue of a Certificate of Amalgamation:
 - (i) Lakefield Subco and Legendary shall be amalgamated and shall continue as one corporation effective as of the Effective Time, upon and subject to the terms of this Agreement;

- (ii) Amalco shall possess all the property, rights, privileges and franchises and be subject to all the liabilities, including civil, criminal and quasi-criminal, and all the contracts, disabilities and debts of each of Lakefield Subco and Legendary;
- (iii) a conviction against, or ruling, order or judgment in favour of or against either Lakefield Subco or Legendary may be enforced by or against Amalco;
- (iv) the Articles of Amalgamation of Amalco shall be deemed to be the articles of incorporation of Amalco and the Certificate of Amalgamation, except for the purposes of subsection 117(1) of the OBCA, shall be deemed to be the certificate of incorporation of Amalco; and
- (v) Amalco shall be deemed to be the party plaintiff or the party defendant, as the case may be, in any civil action commenced by or against either Lakefield Subco or Legendary before the Effective Time.

2.2 Name

The name of Amalco shall be "Class 1 Nickel Limited", or in the alternative, if that name is not acceptable to the Director "Class 1 Acquisition Limited", or such other name as is acceptable to the Director, Lakefield Subco and Legendary.

2.3 By-laws

The by-laws of Amalco shall be the same as the by-laws of Legendary until repealed, amended or altered.

2.4 Business

There shall be no restrictions on the business that Amalco is authorized to carry on or the powers Amalco may exercise.

2.5 Registered Office

The registered office of Amalco shall be located at 217 Queen Street West, Suite 401, Toronto, Ontario M5V 0R2.

2.6 Authorized Capital

The authorized share capital of Amalco shall consist of an unlimited number of common shares without nominal or par value and shall have attached to them the rights and restrictions set out in the Articles of Amalgamation.

2.7 Directors

The board and number of directors of Amalco shall, until changed in accordance with the OBCA, shall consist of two (2) directors.

2.8 Initial Directors

The full name and address of the first directors of Amalco shall be as follows:

<u>Name</u>	<u>Address</u>
Eric Lowy	217 Queen Street West, Suite 401 Toronto, Ontario M5V 0R2
Benjamin Cooper	15/232 Guineas Creek Road, Elanora Queensland, Australia 4221

2.9 Initial Officers

The first officers of Amalco, until changed or added to by the Board of Directors of Amalco shall be as follows:

<u>Name and Office</u>	<u>Prescribed Address</u>
Eric Lowy, President and Secretary	217 Queen Street West, Suite 401 Toronto, Ontario M5V 0R2

2.10 Stated Capital

Upon completion of the Amalgamation, the capital of the common shares of Amalco shall be equal to the aggregate of the stated capital of each of the Lakefield Subco Shares and the Legendary Shares immediately prior to the Effective Time.

2.11 Fiscal Year

The fiscal year end of Amalco shall be December 31 of each calendar year.

2.12 Exchange of Securities at the Effective Time

- (a) Any shares of either of the amalgamating parties held by on or behalf of the other amalgamating party will, at the Effective Time, be cancelled without any repayment of capital in respect thereof;
- (b) Upon the terms and conditions set forth in this Agreement, other than outstanding shares of each of the parties, if any, to be cancelled pursuant to section 2.12(a), at the Effective Time and as a result of the Amalgamation;
 - (i) each issued and outstanding Lakefield Subco Share held by the Lakefield Subco Shareholders shall be exchanged for one Amalco Share;
 - (ii) subject to subsection 2.12(b)(iii), each issued and outstanding Legendary Share, shall be cancelled and each former Legendary Shareholder shall receive in exchange for such Legendary Shareholder's Legendary Shares so cancelled one (1) Lakefield Share for each Legendary Share held immediately prior to the Effective Time (assuming that 80,000,000 Legendary Shares are outstanding);
 - (iii) no fractional Lakefield Shares will be issued. In the event that an Legendary Shareholder would otherwise be entitled to a fractional Lakefield Share hereunder, the number of Lakefield Shares to be issued to such Legendary Shareholder shall

be rounded up to the next greater whole number of Lakefield Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Lakefield Shares if the fractional entitlement to Lakefield Shares is less than 0.5. In calculating such fractional interests, all Legendary Shares registered in the name of or beneficially held by such Legendary Shareholder or their nominee shall be aggregated;

- (iv) as consideration for the issuance of Lakefield Shares in connection with the Amalgamation, Amalco shall issue to Lakefield, one (1) Amalco Share for each Lakefield Share so issued; and
- (v) Amalco shall be a wholly-owned subsidiary of Lakefield.

2.13 Adjustments to Consideration

- (a) The consideration to be received by Legendary Shareholders (and the number of Lakefield Shares, as applicable) shall be adjusted to reflect fully the effect of any issuances of securities, stock or share split, reverse split, stock or share dividend (including any return of capital, dividend, or distribution of securities convertible into Lakefield Shares or Legendary Shares), consolidation, reorganization, recapitalization or other similar change with respect to Lakefield Shares or Legendary Shares, as applicable, occurring on or after the date of the Agreement and prior to the Effective Time.
- (b) If on or after the date of the Agreement, either Legendary or Lakefield declares, sets aside or pays any dividend or other distribution to holders of Legendary Shares or to holders of Lakefield Shares, as applicable, as of a time prior to the Effective Time, Legendary and Lakefield shall make such adjustments to the consideration to be received by Legendary Shareholders (and the number of Lakefield Shares, as applicable) as they together determine acting in good faith to be necessary to restore the original intention of the parties in the circumstances. For greater certainty, if Legendary takes any of the actions referred to above, the aggregate consideration to be paid by Lakefield shall be decreased by an equivalent amount, and if Lakefield takes any of such actions, the aggregate consideration to be paid by Lakefield shall be increased by an equivalent amount.

2.14 Dissent Rights

At the Effective Time, each Legendary Shareholder shall have waived its rights of dissent set forth in Section 185 of the OBCA in connection with the Amalgamation.

2.15 Announcements

No Party shall: (a) issue any press release or otherwise make public announcements with respect to this Agreement, the Amalgamation or the transactions contemplated hereby without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed); or (b) make any filing with any Governmental Entity with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Law or requirement of any Governmental Entity having jurisdiction provided that the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure

or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing. To the extent possible, each Party shall provide prior notice to the other Party of any material public disclosure that it proposes to make regarding its business or operations during the term of this Agreement, together with a draft copy of such disclosure. Such other Party and its legal counsel shall be given a reasonable opportunity to review and comment on such information prior to such information being disseminated publicly or filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by such other Party and its legal counsel.

2.16 Lakefield Guarantee

Lakefield hereby unconditionally and irrevocably guarantees the due and punctual performance by Lakefield Subco of each and every covenant and obligation of Lakefield Subco arising under this Agreement. Lakefield hereby agrees that Legendary shall not have to proceed first against Lakefield Subco before exercising its rights under this guarantee against Lakefield. Notwithstanding the foregoing, Lakefield shall, in no circumstance, be liable for any liability, contract, disability or debt of Legendary or Amalco, or any conviction, ruling or order applicable to Legendary or Amalco, whether arising under or by virtue of this Agreement, the Amalgamation or otherwise.

2.17 Legendary and the CSE

Legendary shall:

- (a) fully cooperate with Lakefield in obtaining a listing of the Lakefield Shares on the CSE; and
- (b) use its reasonable commercial efforts to consummate the transactions contemplated by this Agreement.

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Lakefield

Lakefield hereby makes to and in favour of Legendary the representations and warranties as set forth in Schedule "B" to this Agreement and acknowledges that Legendary is relying upon such representations and warranties in connection with entering this Agreement and agreeing to complete the Amalgamation and the other transactions contemplated herein.

3.2 Representations and Warranties of Legendary

Legendary hereby makes to and in favour of Lakefield the representations and warranties as set forth in Schedule "C" to this Agreement and acknowledges that Lakefield is relying upon such representations and warranties in connection with entering this Agreement and agreeing to complete the Amalgamation and the other transactions contemplated herein.

3.3 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms. Any

investigation by Lakefield or Legendary and their respective advisors shall not mitigate, diminish or affect the representations and warranties contained in this Agreement.

ARTICLE 4 COVENANTS

4.1 Covenants of Lakefield Parties Regarding the Conduct of Business

The Lakefield Parties jointly and severally covenant and agree that, until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (i) as required by applicable Law or by any Governmental Entity having jurisdiction; (ii) as Legendary consents to, such consent not to be unreasonably withheld, conditioned or delayed; or (iii) as is otherwise expressly permitted or specifically contemplated by this Agreement:

- (a) the business of Lakefield and Lakefield Subco shall be conducted only, and Lakefield shall not take any action except, in the ordinary course of business consistent with past practice and Lakefield shall use its commercially reasonable efforts to preserve and maintain intact its business organization, assets, Authorizations, employees, goodwill and business relationships;
- (b) Lakefield shall promptly deliver written notice to Legendary of any circumstance or development that, to the knowledge of Lakefield, is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Lakefield or Lakefield Subco;
- (c) Neither Lakefield nor Lakefield Subco shall, directly or indirectly:
 - (i) amend its notice of articles, articles or other constating documents;
 - (ii) declare, set aside or pay any dividend, return of capital or other distribution or payment (whether in cash, shares or property) on or in respect of its securities;
 - (iii) split, divide, consolidate, combine, exchange or reclassify any of its equity securities or issue or authorize the issuance of any other securities in lieu of or in substitution for, any of its equity securities;
 - (iv) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities to directors, officers, employees and/or consultants of Lakefield, immediately prior to the Effective Time, other than for the purpose of meeting the minimum shareholder distribution or public float requirements of the CSE;
 - (v) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities to directors, officers, employees and/or consultants of Lakefield Subco;
 - (vi) redeem, purchase or otherwise acquire any of its outstanding securities, unless otherwise required by the terms of such securities;
 - (vii) alter or amend the terms of any of its outstanding securities;
 - (viii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Lakefield or Lakefield Subco;

- (ix) make any changes to any of its accounting policies, principles, methods, practices or procedures (including by adopting any new accounting policies, principles, methods, practices or procedures), except as required by applicable Laws or by IFRS as advised by Lakefield's regular independent accountants, as the case may be;
- (x) make any material Tax election or settle or compromise any material Tax liability;
- (xi) reorganize, amalgamate or merge with any other Person;
- (xii) sell, pledge, lease, exclusively license, transfer, dispose of or encumber any material assets;
- (xiii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof;
- (xiv) make any investment, either by the purchase of securities, contribution of capital, property transfer, or purchase of any property or asset, in any other Person, except in the ordinary course of business consistent with past practice;
- (xv) incur, extend, renew, replace or repay before it is due any indebtedness for borrowed money or any other liability or obligation other than shareholders advances from cash on hand, or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans or advances;
- (xvi) pay, settle, discharge or satisfy any material claim, liability, litigation, lawsuit, arbitration, proceeding or obligation other than the payment, discharge or satisfaction of liabilities in the ordinary course of business consistent with past practice;
- (xvii) waive, release, grant, transfer modify or amend any Authorization, claim or right of material value;
- (xviii) except in the ordinary course of business consistent with past practice or in accordance with Lakefield's planned exploration program, expend or commit to expend any amounts, individually or in the aggregate, in excess of \$100,000;
- (xix) enter into any contracts or other transactions with any officer or director of Lakefield or Lakefield Subco, or any holder of more than 5% of the outstanding Lakefield Shares;
- (xx) exercise any termination rights (other than related to the passage of time) with respect to any Material Contract;
- (xxi) enter into or modify any Material Contract or series of contracts resulting in a new Material Contract outside of the ordinary course of business consistent with past practice, that would alone or in the aggregate, be reasonably expected to have a Material Adverse Effect on Lakefield or Lakefield Subco;
- (xxii) (A) grant to any officer, director or employee of Lakefield or Lakefield Subco an increase in compensation in any form, (B) grant any general salary increase to any officer, director or employee of Lakefield or Lakefield Subco, (C) take any action

with respect to the grant of any severance or termination pay to or enter into any employment agreement with any officer, director or employee of Lakefield or Lakefield Subco (D) increase any benefits payable to any officer, director or employee of Lakefield or Lakefield Subco under its current severance or termination pay policies;

- (xxiii) settle or compromise: (A) any action, claim or proceeding brought against it that is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Lakefield or Lakefield Subco, or (B) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Amalgamation;
- (xxiv) initiate any material discussions, negotiations or filings with any Governmental Entity regarding any matter, except in the ordinary course of business consistent with past practice;
- (xxv) enter into, modify or terminate any Contract with respect to any of the foregoing; or
- (xxvi) authorize, agree, or otherwise commit, whether or not in writing, to do any of the foregoing.

4.2 Covenants of Lakefield Parties Regarding the Amalgamation

Subject to the terms of this Agreement, Lakefield and Lakefield Subco shall perform all obligations required to be performed by Lakefield and Lakefield Subco, respectively, under this Agreement, co-operate with Legendary in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement, including without limitation, the Amalgamation, and obtaining conditional approval of the CSE for the Lakefield Shares on the CSE promptly following the Amalgamation and, without limiting the generality of the foregoing, Lakefield and Lakefield Subco jointly and severally covenant and agree to:

- (a) apply for and use commercially reasonable efforts to obtain all Regulatory Approvals relating to Lakefield and Lakefield Subco required in connection with this Agreement, the Amalgamation or any of the other transactions contemplated herein, and, in doing so, keep Legendary fully informed as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing Legendary promptly with copies of all related applications and notifications (other than with respect to confidential information contained in such applications and notifications), in a draft form prior to such applications and notifications being submitted, in order for Legendary to provide its reasonable comments thereon;
- (b) use commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained from, and to deliver all notices required to be delivered to, other parties to any of its Material Contracts in connection with this Agreement, the Amalgamation or any of the other transactions contemplated herein;

- (c) use commercially reasonable efforts to comply promptly with all requirements imposed by applicable Law with respect to the Amalgamation and any other transactions contemplated herein;
- (d) not knowingly take any action, 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 is or could reasonably be expected to impede or delay the completion of the transactions contemplated under this Agreement except as specifically permitted by this Agreement;
- (e) defend all lawsuits or other legal, regulatory or other proceedings against Lakefield challenging or affecting this Agreement or the consummation of the Amalgamation or any of the other transactions contemplated hereby. Lakefield shall also provide to Legendary's legal counsel on a timely basis copies of any notice of appearance or other documents served on Lakefield in respect of such lawsuit or proceeding. In addition, Lakefield will not object to legal counsel to Legendary seeking leave or standing to make such submissions in connection with such lawsuit or proceeding as such counsel considers appropriate, provided, however, that Lakefield is advised of the nature of any submissions prior to any hearing and such submissions are consistent with the terms of this Agreement and the Amalgamation;
- (f) use commercially reasonable efforts to oppose, lift or rescind any injunction or restraining or other order or decree seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation or any of the other transactions contemplated hereby; and
- (g) use reasonable commercial efforts to obtain conditional approval to the listing on the CSE of the Lakefield Shares, subject to satisfaction of customary listing conditions of the CSE.

4.3 Covenants of Legendary Regarding the Conduct of Business

Legendary covenants and agrees that, until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (i) as required by applicable Law or by any Governmental Entity having jurisdiction; (ii) as Lakefield consents to, such consent not to be unreasonably withheld, conditioned or delayed; or (iii) as is otherwise expressly permitted or specifically contemplated by this Agreement:

- (a) the business of Legendary shall be conducted only, and Legendary shall not take any action except, in the ordinary course of business consistent with past practice and Legendary shall use its commercially reasonable efforts to preserve and maintain intact its business organization, assets, Authorizations, employees, goodwill and business relationships;
- (b) Legendary shall promptly deliver written notice to Lakefield of any circumstance or development that, to the knowledge of Legendary, is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Legendary;
- (c) Legendary shall use commercially reasonable efforts to collect all accounts receivable outstanding prior to the Effective Time;

- (d) Legendary shall not, directly or indirectly:
- (i) amend its articles, by-laws or other constating documents;
 - (ii) declare, set aside or pay any dividend, return of capital or other distribution or payment (whether in cash, shares or property) on or in respect of its securities;
 - (iii) split, divide, consolidate, combine, exchange or reclassify any of its equity securities or issue or authorize the issuance of any other securities in lieu of or in substitution for, any of its equity securities;
 - (iv) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities;
 - (v) redeem, purchase or otherwise acquire any of its outstanding securities, unless otherwise required by the terms of such securities;
 - (vi) alter or amend the terms of any of its outstanding securities;
 - (vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Legendary;
 - (viii) make any changes to any of its accounting policies, principles, methods, practices or procedures (including by adopting any new accounting policies, principles, methods, practices or procedures), except as required by applicable Laws or by IFRS as advised by Legendary's regular independent accountants, as the case may be;
 - (ix) make any material Tax election or settle or compromise any material Tax liability;
 - (x) reorganize, amalgamate or merge with any other Person;
 - (xi) sell, pledge, lease, exclusively license, transfer, dispose of or encumber any material assets;
 - (xii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof;
 - (xiii) make any investment, either by the purchase of securities, contribution of capital, property transfer, or purchase of any property or asset, in any other Person, except in the ordinary course of business consistent with past practice;
 - (xiv) incur, extend, renew, replace or repay before it is due any indebtedness for borrowed money or any other liability or obligation, or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans or advances;
 - (xv) pay, settle, discharge or satisfy any claim, liability, litigation, lawsuit, arbitration, proceeding or obligation other than the payment, discharge or satisfaction of liabilities in the ordinary course of business consistent with past practice;
 - (xvi) waive, release, grant, transfer modify or amend any Authorization, claim or right of material value;

- (xvii) incur any indebtedness or any other liability or obligation, or expend or commit to expend any cash, other than in the ordinary course of business consistent with past practice or the accrual of reasonable expenses related to the transactions referred to in this Agreement;
- (xviii) enter into any contracts or other transactions with any officer or director of Legendary or any holder of more than 5% of the outstanding Legendary Shares;
- (xix) exercise any termination rights (other than related to the passage of time) with respect to any Material Contract;
- (xx) enter into or modify any Material Contract or series of contracts resulting in a new Material Contract or series of related new Material Contracts outside of the ordinary course of business consistent with past practice, that would alone or in the aggregate, be reasonably expected to have a Material Adverse Effect on Legendary;
- (xxi) (A) grant to any officer, director or employee of Legendary an increase in compensation in any form, (B) grant any general salary increase to any officer, director or employee of Legendary, (C) take any action with respect to the grant of any severance or termination pay to or enter into any employment agreement with any officer, director or employee of Legendary or (D) increase any benefits payable to any officer, director or employee of Legendary under its current severance or termination pay policies;
- (xxii) settle or compromise (A) any action, claim or proceeding brought against it that is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Legendary; or (B) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Amalgamation;
- (xxiii) initiate any material discussions, negotiations or filings with any Governmental Entity regarding any matter (except in the ordinary course of business consistent with past practice);
- (xxiv) enter into, modify or terminate any Contract with respect to any of the foregoing except; or
- (xxv) authorize, agree, or otherwise commit, whether or not in writing, to do any of the foregoing.

4.4 Covenants of Legendary Regarding the Amalgamation

Subject to the terms of this Agreement, Legendary shall perform all obligations required to be performed by Legendary under this Agreement, co-operate with Lakefield in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Legendary agrees to:

- (a) apply for and use commercially reasonable efforts to obtain all Regulatory Approvals relating to Legendary required in connection with this Agreement, the Amalgamation or any of the other transactions contemplated herein, and, in doing so, keep Lakefield fully

informed as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing Lakefield promptly with copies of all related applications and notifications (other than with respect to confidential information contained in such applications and notifications), in a draft form prior to such applications and notifications being submitted, in order for Lakefield to provide its reasonable comments thereon;

- (b) use commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained from, and to deliver all notices required to be delivered to, other parties to any Material Contracts in connection with this Agreement, the Amalgamation or any of the other transactions contemplated herein;
- (c) use commercially reasonable efforts to comply promptly with all requirements imposed by applicable Law with respect to the Amalgamation and any other transactions contemplated herein;
- (d) not knowingly take any action, 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 is or could reasonably be expected to impede or delay the completion of the transactions contemplated under this Agreement except as specifically permitted by this Agreement;
- (e) Notify Lakefield of all lawsuits or other legal, regulatory or other proceedings against Legendary challenging or affecting this Agreement or the consummation of the Amalgamation or any of the other transactions contemplated hereby. Legendary shall also provide to Lakefield's legal counsel, on a timely basis, copies of any notice of appearance or other documents served on Legendary in respect of such lawsuit or proceeding. In addition, Legendary will not object to legal counsel to Lakefield seeking leave or standing to make such submissions in connection with such lawsuit or proceeding as such counsel considers appropriate, provided, however, that Legendary is advised of the nature of any submissions prior to any hearing and such submissions are consistent with the terms of this Agreement and the Amalgamation;
- (f) use commercially reasonable efforts to oppose, lift or rescind any injunction or restraining or other order or decree seeking to stop, or otherwise adversely affecting their respective ability to consummate, the Amalgamation or any of the other transactions contemplated hereby;
- (g) use commercially reasonable efforts to fulfil all conditions to closing contained in this Agreement that are within its power and satisfy all provisions of this Agreement and the Amalgamation applicable to Legendary; and
- (h) promptly advise Lakefield in writing in the event that the costs incurred by Legendary in relation to completing the Amalgamation exceed \$50,000.

ARTICLE 5
NON-SOLICITATION

5.1 Non-Solicitation

For the purposes of this ARTICLE 5, references to “Party” or “Parties” are to Lakefield and Lakefield Subco, on the one hand, and to Legendary on the other.

- (a) On and after the date of this Agreement, except as otherwise expressly permitted or specifically contemplated in this Agreement, neither Party shall, directly or indirectly, through any Representative or otherwise:
 - (i) solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal;
 - (ii) provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal;
 - (iii) approve or recommend or propose publicly to approve or recommend any Acquisition Proposal; or
 - (iv) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal.
- (b) Each Party shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than the other Party) with respect to any potential Acquisition Proposal and, in connection therewith, will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) by any Person other than the other Party and shall as soon as possible request the return or destruction of all confidential information provided in connection therewith to the extent such information has not already been returned or destroyed. Neither Party shall release any third party from any confidentiality, non-solicitation or standstill agreement to which such third party is a party, or terminate, modify, amend or waive the terms thereof and each Party undertakes to enforce all standstill, non-disclosure, non-solicitation and similar covenants that it has entered into prior to the date hereof or entered into after the date hereof.
- (c) From and after the date of this Agreement, each Party shall promptly provide notice to the other of any Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to it in connection with such an Acquisition Proposal or for access to its properties, books or records by any Person that informs it or any member of its Board that such other Person is considering making, or has made, an Acquisition Proposal. Such notice shall be made promptly (and in any event within 24 hours of such proposal, inquiry, offer or request), first orally and then in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact then known to it, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any

of the foregoing. Each Party shall keep the other Party promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by that other Party with respect thereto.

The sole remedy of either the Lakefield Parties or Legendary for a breach of the other's obligations under this section 5.1 will be the right of the non-breaching party to terminate this Agreement upon notice to the breaching party and the payment and reimbursement of the non-breaching party for all costs and expenses incurred by the non-breaching party in connection with the Amalgamation, including all legal, accounting and audit fees up to \$25,000.

5.2 Access to Information

Subject to applicable Law, upon reasonable notice, each Party shall afford the other Party's Representatives and legal counsel access, during normal business hours from the date hereof and until the earlier of the Effective Date or the termination of this Agreement, to its properties, books, contracts and records as well as to its management personnel, and, during such period, it shall furnish promptly to the other Party all information concerning its business, properties and personnel as the other Party may reasonably request.

ARTICLE 6 CONDITIONS

6.1 Mutual Conditions Precedent

The respective obligations of each of the Lakefield Parties and Legendary to complete the Amalgamation and any transactions otherwise contemplated hereby will be subject to the fulfillment, or mutual waiver in writing by each of Lakefield and Legendary, of each of the following conditions:

- (a) the Legendary Shareholders' Resolution shall have been approved by the Legendary Shareholders in accordance with the requirements of applicable Law;
- (b) no action, suit or proceeding shall be pending or threatened by any Governmental Entity or other Person, in each case having a reasonable likelihood of success, and no applicable Law or Authorization shall be in effect, which:
 - (i) makes the consummation of the Amalgamation illegal or otherwise enjoins or prohibits the Amalgamation or any transactions otherwise contemplated hereby; or
 - (ii) renders this Agreement unenforceable in any way or frustrates the purpose and intent hereof or thereof;
- (c) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and others, necessary or desirable for the completion of the transactions provided for in this Agreement and the Amalgamation shall have been obtained or received from the Person or Governmental Entity having jurisdiction in the circumstances;
- (d) Lakefield, as the sole shareholder of Lakefield Subco, shall have approved the Amalgamation; and

- (e) this Agreement shall not have been terminated in accordance with its terms.

6.2 Additional Conditions Precedent to the Obligations of Lakefield

The obligations of Lakefield to complete the transactions contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Lakefield and may be waived by Lakefield, and any one or more of which, if not satisfied or waived, will relieve Lakefield of any obligation under this Agreement):

- (a) all covenants of Legendary under this Agreement to be performed on or before the Effective Date shall have been performed by Legendary in all material respects and Lakefield shall have received a certificate of Legendary addressed to Lakefield and dated the Effective Date, signed, without personal liability, on behalf of Legendary by two senior officers of Legendary, confirming the same as at the Effective Date;
- (b) all representations and warranties of Legendary under this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of Legendary and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby, and Lakefield shall have received a certificate of Legendary addressed to Lakefield and dated the Effective Date, signed, without personal liability, on behalf of Legendary by two senior officers of Legendary, confirming the same as at the Effective Date;
- (c) at the Effective Time of the Amalgamation, Legendary shall have no liabilities, whether accrued, absolute, contingent, or otherwise, whether arising out of transactions undertaken by Legendary prior to the Effective Time or any state of facts existing prior to the Effective Time other than:
 - (i) accounts payable and accrued liabilities in an aggregate amount of not more than \$15,000; and
 - (ii) accounts payable and accrued liabilities accrued in connection with Legendary's reasonable out of pocket costs and expenses in connection with the transactions contemplated in this Agreement.
- (d) at the Effective Time of the Amalgamation, Legendary shall have a working capital deficit not exceeding \$5,000 (excluding the liabilities referred to in Section 6.2(c)(ii));
- (e) all consents, waivers, and approvals required to be obtained by Legendary from a counterparty to a Material Contract of Legendary required in connection with, or to permit the consummation of, the Amalgamation or any transaction otherwise contemplated hereby (other than consents, waivers and approvals, the failure of which to obtain would not have a Material Adverse Effect on Legendary or its ability to complete the Amalgamation),

shall have been obtained on terms and conditions satisfactory to Lakefield, acting reasonably;

- (f) dissent rights shall not have been exercised with respect to the Amalgamation by any Legendary Shareholders; and
- (g) since the date hereof, there shall not have occurred a Material Adverse Change or a Material Adverse Effect to Legendary and Lakefield shall have received a certificate of Legendary addressed to Lakefield and dated the Effective Date, signed, without personal liability, on behalf of Legendary by two senior officers of Legendary, confirming the same as at the Effective Date.

Lakefield may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Lakefield with its obligations under this Agreement if the condition precedent would have been satisfied but for a material default by Lakefield in complying with its obligations hereunder.

6.3 Additional Conditions Precedent to the Obligations of Legendary

The obligations of Legendary to complete the transactions contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Legendary and may be waived by Legendary, and any one or more of which, if not satisfied or waived, will relieve Legendary of any obligation under this Agreement):

- (a) all covenants of the Lakefield Parties under this Agreement to be performed on or before the Effective Date shall have been performed by the Lakefield Parties in all material respects and Legendary shall have received a certificate of Lakefield and Lakefield Subco addressed to Legendary and dated the Effective Date, signed, without personal liability, on behalf of Lakefield and Lakefield Subco by two senior officers of Lakefield and Lakefield Subco, confirming the same as at the Effective Date;
- (b) all representations and warranties of the Lakefield Parties under this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of the Lakefield Parties and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby, and Legendary shall have received a certificate of Lakefield and Lakefield Subco addressed to Legendary and dated the Effective Date, signed, without personal liability, on behalf of Lakefield and Lakefield Subco by two senior officers of Lakefield and Lakefield Subco, confirming the same as at the Effective Date;
- (c) at the Effective Time of the Amalgamation, Lakefield shall have no liabilities, whether accrued, absolute, contingent, or otherwise, whether arising out of transactions undertaken by Lakefield prior to the Effective Time or any state of facts existing prior to the Effective Time other than:

- (i) accounts payable and accrued liabilities in an aggregate amount of not more than \$15,000; and
 - (ii) accounts payable and accrued liabilities accrued in connection with Lakefield's reasonable out of pocket costs and expenses in connection with the transactions contemplated in this Agreement.
- (d) at the Effective Time of the Amalgamation, Lakefield shall have a working capital deficit not exceeding \$5,000 (excluding the liabilities referred to in Section 6.3(c)(ii));
- (e) the board of directors of Lakefield shall be restructured effective at the Effective Time, through resignations and appointments, so that the new board of directors of Lakefield shall consist of David Fitch, Benjamin Cooper, Eric Lowy and Mathew Gilbertson, or such other individuals as Legendary may determine;
- (f) all directors, officers and employees of Lakefield immediately prior to the effective time shall have delivered signed resignations and releases of Lakefield in a form acceptable to Legendary;
- (g) all consents, waivers and approvals required to be obtained by Lakefield from a counterparty to a Material Contract of Lakefield required in connection with, or to permit the consummation of, the Amalgamation or any transaction otherwise contemplated hereby (other than consents, waivers and approvals, the failure of which to obtain would not have a Material Adverse Effect on Lakefield or its ability to complete the Amalgamation), shall have been obtained on terms and conditions satisfactory to Legendary, acting reasonably;
- (h) since the date hereof, there shall not have occurred a Material Adverse Change or a Material Adverse Effect to the Lakefield Parties and Legendary shall have received a certificate of Lakefield addressed to Legendary and dated the Effective Date, signed, without personal liability, on behalf of Lakefield and Lakefield Subco by two senior officers of Lakefield and Lakefield Subco, confirming the same as at the Effective Date;
- (i) there shall not be in force or threatened any order or decree of any Governmental Entity or other Person that has the effect of ceasing or restricting trading in the Lakefield Shares; and
- (j) the Lakefield Shares issuable to Legendary Shareholders pursuant to the Amalgamation and this Agreement, shall each be freely tradable under applicable Canadian Law, provided that:
- (i) the trade is not a control distribution;
 - (ii) no unusual effort is made to prepare the market or to create a demand for the Lakefield Shares that are the subject of the trade;
 - (iii) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and
 - (iv) if the selling security holder is an insider or officer of Lakefield, he or she has no reasonable grounds to believe that Lakefield is in default of securities legislation.

Legendary may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Legendary with its obligations under this Agreement if the condition precedent would have been satisfied but for a material default by Legendary in complying with its obligations hereunder.

6.4 Notice and Cure Provisions

Each of Lakefield and Lakefield Subco, on the one hand, and Legendary on the other, will give prompt notice to the other of the occurrence, or failure to occur, at any time until the earlier of the Effective Time or the time that this Agreement is terminated in accordance with its terms, of any event or state of facts which occurrence or failure would, or would be likely to:

- (a) cause any of the representations or warranties of it or the other Party contained herein to be untrue or inaccurate in any material respect on the date hereof or on the Effective Date; or
- (b) 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 it or the other Party prior to the Effective Date.

Neither Lakefield nor Legendary may elect not to complete the transactions contemplated hereby pursuant to the conditions precedent contained in Sections 6.1, 6.2 and 6.3, or exercise any termination right arising therefrom, unless forthwith, and in any event prior to the Effective Time, Lakefield (or Lakefield Subco) or Legendary, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which Lakefield or Legendary, as the case may be, are asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that Lakefield or Lakefield Subco, as the case may be, is proceeding diligently to cure such matter, if such matter is susceptible to being cured, the other may not terminate this Agreement as a result thereof until the expiration of a period of ten (10) calendar days from such notice.

6.5 Satisfaction of Conditions

The conditions precedent set out in Sections 6.1, 6.2 and 6.3 shall be conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Articles of Amalgamation have been sent to the Director under Section 178(1) of the OBCA, and the Certificate of Amalgamation has been issued in accordance with Section 178(4) of the OBCA to give effect to the Amalgamation.

ARTICLE 7 TERM, TERMINATION, AMENDMENT AND WAIVER

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 at any time prior to the filing of the Articles of Amalgamation (notwithstanding any approval of the Legendary Shareholders' Resolution):
- (i) by mutual written agreement of Lakefield and Legendary;
 - (ii) by either Lakefield and Legendary, if:
 - (A) the Effective Time shall not have occurred on or before the Termination Date, except that the right to terminate this Agreement under this Subsection 7.2(a)(ii)(A) shall not be available to any Party whose failure to perform any of its covenants or agreements or whose breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by the Termination Date;
 - (B) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Amalgamation illegal or otherwise prohibits or enjoins Lakefield, Lakefield Subco or Legendary from consummating the transactions contemplated by this Agreement and such applicable Law or injunction shall have become final and non-appealable; provided, however, that the Party seeking to terminate this Agreement shall have used its commercially reasonable efforts to have such applicable Law lifted or rescinded; or
 - (C) approval of the Legendary Shareholders' Resolution shall not have been obtained.
 - (iii) by Lakefield, if a breach of any material representation or warranty or failure to perform any covenant or agreement on the part of Legendary set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied, and such conditions are incapable of being satisfied by the Termination Date, as reasonably determined by Lakefield; provided, however, that Lakefield is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.2 not to be satisfied;
 - (iv) by Legendary if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Lakefield or Lakefield Subco set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, and such conditions are incapable of being satisfied by the Termination Date as reasonably determined by Legendary; provided, however, that Legendary is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.3 not to be satisfied.
- (b) The Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than pursuant to Subsection 7.2(a)(i)) shall give 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 Expenses

Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees, costs or expenses.

7.4 Amendment

Subject to the provisions of applicable Law, this Agreement may, at any time and from time to time, be amended by the Parties in writing without, further notice to or authorization on the part of Legendary Shareholders and any such amendment may without limitation:

- (a) change the time for performance of any of the obligations or acts of the Parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or
- (d) waive compliance with or modify any mutual conditions precedent herein contained.

provided that no such amendment returns or materially adversely affects the considerations to be received by a Legendary Shareholder without approval by the affected securityholders given in the same manner as required for the approval of the Amalgamation.

7.5 Waiver

Either the Lakefield Parties, on the one hand, or Legendary, on the other, may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfillment of any conditions to its own obligations contained herein, or (c) waive inaccuracies in any of the other Party's representations or warranties contained herein or any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 8 GENERAL PROVISIONS

8.1 Notices

All notices, consents, requests, demands, waivers and other communications hereunder will be deemed to have been duly given and made, if in writing and if served by personal delivery upon the Party for whom it is intended or delivered, or if sent by facsimile or electronic mail, upon receipt of confirmation that the transmission has been received, to the Person at the address set forth below, or any other address as may be designated in writing hereafter, in the same manner, by that Person:

- (a) if to Lakefield or Lakefield Subco:

Lakefield Marketing Corporation
31 Sunset Trail
Toronto, Ontario
M9M 1J4

Attention: Dominique Monardo
Email: dmonardo@rogers.com

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

[Name and Address]

Attention: Sheri Monardo
Email: sfinonardo@rogers.com

- (b) if to Legendary:

Legendary Ore Mining Corporation
c/o Irwin Lowy LLP
217 Queen Street West, Suite 401
Toronto, ON M5V 0R2

Attention: Eric Lowy
Email: elowy@irwinlowy.com

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

Irwin Lowy LLP
217 Queen Street West, Suite 401
Toronto, ON M5V 0R2

Attention: Eric Lowy
Email: elowy@irwinlowy.com

8.2 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated and the Parties hereto will negotiate in good faith to modify the Agreement to preserve each Party's anticipated benefits under the Agreement.

8.3 Assignment

No Party may assign this Agreement or any of its rights hereunder without the prior written consent of the other Parties, which consent may be withheld without reason.

8.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein, and shall be treated in all respects as an Ontario contract. Each Party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement and agrees not to commence any action, suit or proceeding relating thereto except in such courts.

8.5 Binding Effect

This Agreement will be binding upon and will enure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

8.6 Investigation by Parties

No investigation pursuant to this Agreement or otherwise made by or on behalf of the Lakefield Parties, on the one hand, or Legendary on the other, or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant by the other in or pursuant to this Agreement.

8.7 Amendments; Waivers

This Agreement may not be modified, amended, altered or supplemented except in the manner contemplated herein and upon the execution and delivery of a written agreement executed by each Party. No waiver of any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

8.8 Further Assurances

The Lakefield Parties, on the one hand, and Legendary on the other, hereby agree that each will promptly furnish to the other any further documents and take or cause to be taken any further action as may reasonably be required in order to give effect to this Agreement and the Amalgamation. The Lakefield Parties, on the one hand, and Legendary on the other, each agree to execute and deliver any instruments and documents as the other may reasonably require in order to carry out the intent of this Agreement.

8.9 Time of Essence

Time is of the essence of this Agreement.

8.10 No Liability

No director or officer of Lakefield or Lakefield Subco shall have any personal liability whatsoever to Legendary under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Lakefield or Lakefield Subco. No director or officer of Legendary shall have any personal liability whatsoever to Lakefield or Lakefield Subco under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Legendary.

8.11 Counterparts


This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be

entitled to rely upon delivery of an executed facsimile, .pdf (via e-mail) or similar executed electronic copy of this Agreement, and such facsimile, .pdf (via e-mail) or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.


[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Agreement as of the date first written above.

LAKEFIELD MARKETING CORPORATION

By: 
Name: _____
Title: PRESIDENT + CEO

BLOOM RETAIL MANAGEMENT INC.

By: 
Name: _____
Title: PRESIDENT + CEO

LEGENDARY ORE MINING CORPORATION

By: _____
Name:
Title:

The Parties have executed this Agreement as of the date first written above.

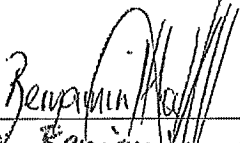
LAKEFIELD MARKETING CORPORATION

By: _____
Name:
Title:

BLOOM RETAIL MANAGEMENT INC.

By: _____
Name:
Title:

LEGENDARY ORE MINING CORPORATION

By:  _____
Name: Benjamin Cooper
Title: Director

SCHEDULE "A"
LEGENDARY SHAREHOLDERS' RESOLUTION

"BE IT RESOLVED as a special resolution of the shareholders that:

1. the amalgamation (the "Amalgamation") under the *Business Corporations Act* (Ontario) (the "OBCA") of Legendary Ore Mining Corporation ("Legendary") and a wholly-owned subsidiary ("Lakefield Subco") of Lakefield Marketing Corporation ("Lakefield") to effect, among other things, the business combination of Legendary and Lakefield Subco, pursuant to the terms and conditions contained in the amalgamation agreement (the "Amalgamation Agreement") dated ●, 2019 (as the same may be or has been modified or amended), is hereby authorized and approved;
2. the Amalgamation Agreement and related transactions, the actions of the directors of Legendary in approving the Amalgamation Agreement, and the actions of the officers and directors of Legendary in executing and delivering the Amalgamation Agreement and any amendments, modifications or supplements thereto, are hereby confirmed, ratified and approved, and the board of directors of Legendary be and is hereby authorized to amend or revise the Amalgamation Agreement in its discretion to the extent permitted therein, without further approval of the shareholders of Legendary;
3. notwithstanding that this resolution has been passed (and the Amalgamation Agreement adopted) by the shareholders of Legendary, the board of directors of Legendary be and is hereby authorized, without further approval of the shareholders of Legendary, at any time prior to the issuance by the Director under the OBCA of a Certificate of Amalgamation in respect of the Amalgamation, (i) to amend the Amalgamation Agreement to the extent permitted by the Amalgamation Agreement, and (ii) not to proceed with the Amalgamation to the extent permitted by the Amalgamation Agreement or otherwise give effect to these resolutions; and
4. any officer or director of Legendary is hereby authorized and directed for and on behalf of and in the name of Legendary to execute, under the seal of Legendary or otherwise, and to deliver, all documents, agreements and instruments and to do all such other acts and things, including delivering such documents as are necessary or desirable to the Director appointed under the OBCA for filing in accordance with the Amalgamation Agreement, as such officer or director, in his absolute discretion, determines to be necessary or desirable to give full effect to the foregoing resolutions and the matters authorized thereby, such determination to be conclusively evidenced by the execution and delivery of any such documents, agreements or instruments or doing of any such act or thing."

SCHEDULE "B"
REPRESENTATIONS AND WARRANTIES
OF LAKEFIELD

- (a) **Organization and Qualification of Lakefield.** Lakefield is a corporation existing under the Laws of Ontario and has all necessary corporate power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted. Lakefield:
 - (i) has all Authorizations necessary to conduct its business substantially as now conducted, except where the failure to hold such Authorizations would not individually or in the aggregate have a Material Adverse Effect on Lakefield; and
 - (ii) is duly registered or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary.

- (b) **Organization and Qualification of Lakefield Subco.** Lakefield Subco is a corporation existing under the Laws of Ontario and has all necessary corporate power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted.

- (c) **Authorized and Issued Capital of Lakefield.** The authorized share capital of Lakefield consists of an unlimited number of Lakefield Shares. As of the close of business on the date hereof, together with any shares issued in accordance with Section 4.1(c)(iv), there are 10,046,089 issued and outstanding Lakefield Shares. As of the close of business on the date hereof, there are no options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Lakefield of any securities of Lakefield, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Lakefield (including Lakefield Shares). There are no outstanding bonds, debentures or other evidences of indebtedness of Lakefield having the right to vote with the holders of the outstanding Lakefield Shares on any matter. All outstanding Lakefield Shares are validly issued, fully-paid and non-assessable shares in the capital of Lakefield.

- (d) **Authorized and Issued Capital of Lakefield Subco.** The authorized share capital of Lakefield Subco consists of an unlimited number of Lakefield Subco Shares. As of the close of business on the date hereof, there is ten (10) issued and outstanding Lakefield Subco Share, which is owned by Lakefield. As of the close of business on the date hereof, there are no options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Lakefield Subco of any securities of Lakefield Subco, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Lakefield Subco (including Lakefield Subco Shares). Other than the Lakefield Subco Shares referred to in the preceding sentence, there are no securities of Lakefield outstanding. All outstanding Lakefield Subco Shares have been duly authorized and validly issued, are fully paid and non-assessable, and have been issued in compliance with applicable Law.

- (e) **Corporate Authorization - Lakefield.** The execution and delivery of, and performance by Lakefield of this Agreement and the consummation of the transactions contemplated by them have

been, or prior to the Effective Date will be, duly authorized by all necessary corporate action on the part of the board of directors of Lakefield and no other corporate actions on the part of Lakefield are necessary to authorize this Agreement or to complete the Amalgamation or any of the transactions otherwise contemplated hereby.

- (f) **Corporate Authorization of Lakefield Subco.** The execution and delivery of, and performance by Lakefield Subco of, this Agreement and the consummation of the transactions contemplated by them have been, or prior to the Effective Date will be, duly authorized by all necessary corporate action on the part of the board of directors of Lakefield Subco, and Lakefield, in its capacity as sole shareholder of Lakefield Subco, respectively, and no other corporate actions on the part of Lakefield Subco or Lakefield, in its capacity as sole shareholder of Lakefield Subco, are necessary to authorize this Agreement or to complete the Amalgamation or any of the transactions otherwise contemplated hereby.
- (g) **Execution and Binding Obligation- Lakefield.** This Agreement has been, or prior to the Effective Date will be, duly executed and delivered by Lakefield and constitutes a legal, valid and binding agreement of Lakefield enforceable against it in accordance with its respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other applicable Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (h) **Execution and Binding Obligation - Lakefield Subco.** This Agreement has been, or prior to the Effective Date will be, duly executed and delivered by Lakefield Subco and constitutes a legal, valid and binding agreement of Lakefield Subco enforceable against it in accordance with its respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other applicable Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.
- (i) **No Conflict - Lakefield.** The execution and delivery of and performance by Lakefield of its obligations under this Agreement, the completion of the transactions contemplated by this Agreement, and the performance of its obligations thereunder, do not and will not:
 - (i) constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents or articles;
 - (ii) require any consent or other action by any Person under, constitute or result in a breach or violation of, or conflict with or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any Contracts to which Lakefield is a party or pursuant to which any of its assets or properties may be affected;
 - (iii) result in a breach of, or cause the termination or revocation of, any Authorization held by Lakefield necessary to the operation of the business of Lakefield; or
 - (iv) result in the violation of any applicable Law which would, individually or in the aggregate, have a Material Adverse Effect on Lakefield.

- (j) **No Conflict - Lakefield Subco.** The execution and delivery of and performance by Lakefield Subco of its obligations under this Agreement, the completion of the transactions contemplated by this Agreement or the Amalgamation, and the performance of its obligations thereunder, do not and will not:
- (i) constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents or articles;
 - (ii) require any consent or other action by any Person under, constitute or result in a breach or violation of, or conflict with or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any Contracts to which Lakefield Subco is a party or pursuant to which any of its assets or properties may be affected;
 - (iii) result in a breach of, or cause the termination or revocation of, any Authorization held by Lakefield necessary to the operation of the business of Lakefield Subco; or
 - (iv) result in the violation of any applicable Law which would, individually or in the aggregate, have a Material Adverse Effect on Lakefield Subco.
- (k) **Absence of Changes.** Since incorporation, other than in connection with the transactions contemplated in this Agreement, the business of Lakefield has been conducted in the ordinary course of business consistent with past practice and there has not been any event, occurrence, development or state of circumstances or facts that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Lakefield.
- (l) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement, except the Regulatory Approvals.
- (m) **Subsidiaries - Lakefield.** Other than the shares held in Lakefield Subco, Lakefield does not own any common shares or other securities of any Person.
- (n) **Subsidiaries -- Lakefield Subco.** Lakefield Subco does not own any common shares or other securities of any Person.
- (o) **Financial Statements.** The Lakefield Financial Statements were prepared in accordance with IFRS, consistently applied, and fairly present in all material respects the financial condition of Lakefield at the respective dates indicated and the results of operations of Lakefield for the periods covered. Lakefield does not have any liability, obligation or commitment (including, without limitation, liabilities; obligations or commitments to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, not reflected in the Lakefield Financial Statements.
- (p) **Share Issuance.** Subject to applicable Canadian Securities Laws, Lakefield has the full and lawful right and authority to issue Lakefield Common Shares to the Legendary Shareholders, in connection with the Amalgamation, and upon issuance such shares will be validly issued as fully paid and non-assessable common shares in the capital of Lakefield free and clear of all Encumbrances.

- (q) **Shareholder Approval.** To the best of Lakefield's knowledge, none of the Non-Arm's Length Parties to Lakefield (as defined for the purposes of the CSE policies) have any direct or indirect interest in Legendary or its assets, being a Non-Arm's Length Party under the policies of the CSE.
- (r) **Lakefield Records.** The corporate records and minute books of Lakefield have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of Lakefield: (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice; and (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Lakefield.
- (s) **Lakefield Subco Records.** The corporate records and minute books of Lakefield Subco have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects.
- (t) **Compliance with Laws - Lakefield.** Lakefield has complied with all applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on Lakefield.
- (u) **Compliance with Laws - Lakefield Subco.** Lakefield Subco has complied with all applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on Lakefield Subco.
- (v) **Authorizations.** To the knowledge of Lakefield, each of the Lakefield Authorizations is currently in good standing, is valid and subsisting, and Lakefield and Lakefield Subco are not in violation or breach of any of the terms or provisions of such Authorizations, except where it would not have a Material Adverse Effect on Lakefield or Lakefield Subco, as applicable. In particular, without limiting the generality of the foregoing, Lakefield and Lakefield Subco have not received any compliance orders, citations, notices relating to non-compliance or alleged non-compliance, notice of proceedings relating to the revocation or adverse modification of any Authorizations, nor has any of them received notice of the revocation or cancellation of, or any intention to revoke or cancel, any Authorizations.
- (w) **Assets.** Other than as disclosed in the Lakefield Financial Statements, neither Lakefield nor Lakefield Subco own or have any other interest in any material asset, property or Contract.
- (x) **Securities Laws Matters.** Lakefield is a "reporting issuer" under applicable Securities Laws in Ontario, and is not in default of any material requirements of any applicable Securities Laws in such jurisdictions. The documents comprising the Lakefield Disclosure Documents did not at the respective times they were filed with Securities Authorities, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made. Lakefield has timely filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed by Lakefield with the Securities Authorities. Lakefield has not filed any confidential material change report which at the date hereof remains confidential.
- (y) **Litigation.** There is no claim, action, proceeding or investigation pending or in progress or, to the knowledge of Lakefield, threatened against or relating to Lakefield or Lakefield Subco affecting any of their respective properties or assets before any Governmental Entity which individually or

in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Lakefield or Lakefield Subco.

- (z) **Bankruptcy.** Lakefield is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken by or against Lakefield or Lakefield Subco in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Lakefield or Lakefield Subco, nor, to the knowledge of Lakefield, is any threatened, or for the appointment of a trustee, receiver, manager or other administrator of Lakefield or Lakefield Subco or any of their properties or assets. Neither Lakefield nor Lakefield Subco has sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or applicable bankruptcy legislation outside Canada.
- (aa) **Non-Arm's Length Transactions.** There are no current contracts, commitments, agreements, arrangements or other transactions between Lakefield, on the one hand, and any officer or director of Lakefield or any associate of any officer or director that will not be settled prior to Closing.
- (bb) **Material Contracts.** Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) Lakefield is not in breach of or default under the terms of any Material Contract, and (ii) as of the date hereof, to the knowledge of Lakefield, no other party to any Material Contract is in breach of or default under the terms of any such Material Contract and (iii) each Material Contract is a valid and binding obligation of Lakefield and is in full force and effect.
- (cc) **Certain Contracts.** Neither Lakefield nor Lakefield Subco is a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to (i) limit the manner or the localities in which any portion of the business of Lakefield nor Lakefield Subco is conducted, (ii) limit any business practice of Lakefield nor Lakefield Subco, or (iii) restrict any acquisition or disposition of any property by Lakefield nor Lakefield Subco.
- (dd) **Insurance.** Lakefield has no policies of insurance in force.
- (ee) **Employment Agreements.** Lakefield does not have any written employment contract or arrangement with its respective employees and, at the time of Closing, will have no employees.
- (ff) **Taxes.** Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Lakefield, Lakefield has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon.
- (gg) **No Broker's Commission.** Lakefield has not entered into any agreement that would entitle any Person to any valid claim against Lakefield for a broker's commission, finder's fee or any like payment in respect of the Amalgamation or any other matter contemplated by this Agreement.

SCHEDULE "C"
REPRESENTATIONS AND WARRANTIES
OF LEGENDARY

- (a) **Organization and Qualification.** Legendary is a corporation existing under the Laws of its jurisdiction of incorporation or continuance and has all necessary corporate power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted. Legendary:
 - (i) has all Authorizations necessary to conduct its business substantially as now conducted or as intended to be conducted, except where the failure to hold such Authorizations would not individually or in the aggregate have a Material Adverse Effect on Legendary; and
 - (ii) is duly registered or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary.

- (b) **Authorized and Issued Capital.** The authorized share capital of Legendary consists of an unlimited number of common shares and an unlimited number of preferred shares and special non-voting shares, issuable in series. As of the close of business on the date hereof, there were 80,000,000 Legendary Shares and no preferred shares or special non-voting shares issued and outstanding. As of the close of business on the date hereof, there were no options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Legendary of any securities of Legendary, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Legendary (including Legendary Shares), other than as contemplated by this Agreement. Other than the Legendary Shares referred to in the preceding sentence, there are no securities of Legendary outstanding. There are no outstanding contractual or other obligations of Legendary to repurchase, redeem or otherwise acquire any of its securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Legendary having the right to vote with the holders of the outstanding Legendary Shares on any matter. All outstanding Legendary Shares are validly issued, fully-paid and non-assessable shares in the capital of Legendary.

- (c) **Corporate Authorization.** The execution and delivery of, and performance by Legendary of, this Agreement and the consummation of the transactions contemplated by them have been, or prior to the Effective Date will be, duly authorized by all necessary corporate action on the part of the board of directors of Legendary, and no other corporate actions on the part of Legendary are necessary to authorize this Agreement or to complete the Amalgamation or any of the transactions otherwise contemplated hereby. Except for the Regulatory Approvals and Legendary Shareholders' Resolution, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by Legendary in connection with the execution and delivery of this Agreement Agreements or the consummation of the Amalgamation.

- (d) **Execution and Binding Obligation.** This Agreement has been, or prior to the Effective Date will be, duly executed and delivered by Legendary and constitutes a legal, valid and binding agreement

of Legendary enforceable against it in accordance with its respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other applicable Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

- (e) **No Conflict.** The execution and delivery of and performance by Legendary of its obligations under this Agreement, the completion of the transactions contemplated by this Agreement, and the performance of its obligations thereunder, do not and will not:
- (i) constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents or articles;
 - (ii) require any consent or other action by any Person under, constitute or result in a breach or violation of, or conflict with or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any Contracts to which Legendary is a party or pursuant to which any of its assets or properties may be affected;
 - (iii) result in a breach of, or cause the termination or revocation of, any Authorization held by Legendary necessary to the operation of the business of Legendary; or
 - (iv) result in the violation of any applicable Law which would, individually or in the aggregate, have a Material Adverse Effect on Legendary.
- (f) **Absence of Changes.** Since the date of the most recent interim Legendary Financial Statements, other than in connection with the transactions contemplated in this Agreement or as disclosed in writing to Lakefield, the business of Legendary has been conducted in the ordinary course of business consistent with past practice and there has not been any event, occurrence, development or state of circumstances or facts that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Legendary.
- (g) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement, except the Regulatory Approvals.
- (h) **Subsidiaries.** Legendary does not own any common shares or other securities of any Person.
- (i) **Financial Statements.** The Legendary Financial Statements were prepared in accordance with IFRS, consistently applied, and fairly present in all material respects the financial condition of Legendary at the respective dates indicated and the results of operations of Legendary for the periods covered. Legendary does not have any liability, obligation or commitment (including, without limitation, liabilities; obligations or commitments to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, not reflected in the Legendary Financial Statements except liabilities and obligations incurred in the ordinary course.
- (j) **Legendary Records.** The corporate records and minute books of Legendary have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of Legendary: (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice; (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and

dispositions of assets of Legendary; and (iii) accurately and fairly reflect the basis for the Legendary the Financial Statements.

- (k) **Compliance with Laws.** Legendary has complied with all applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on Legendary.
- (l) **Authorizations.** No material Authorizations are held by Legendary. To the knowledge of Legendary, each of such Authorizations is currently in good standing, is valid and subsisting, and Legendary is not in violation or breach of any of the terms or provisions of such Authorizations, except where it would not have a Material Adverse Effect on Legendary. In particular, without limiting the generality of the foregoing Legendary has not received any compliance orders, citations, notices relating to non-compliance or alleged non-compliance, notice of proceedings relating to the revocation or adverse modification of any Authorizations, nor has any of them received notice of the revocation or cancellation of, or any intention to revoke or cancel, any Authorizations.
- (m) **Assets.** Other than as disclosed in the Legendary Financial Statements, Legendary does not own or have any interest in any other asset, property or Contract, and does not carry on any active business.
- (n) **Operational Matters.** Except as would not reasonably be expected to have a Material Adverse Effect on Lakefield:
 - (i) all rentals, payments and obligations, royalties, overriding royalty interests, and other payments due or payable on or prior to the date hereof under or with respect to the direct or indirect assets of Legendary have been properly and timely paid; and
 - (ii) all exploration and development activities conducted by Legendary in respect of the Alexo-Dundonald Project have been conducted and operated in accordance with good industry practices and in compliance with all applicable Laws.
- (o) **Litigation.** There is no claim, action, proceeding or investigation pending or in progress or, to the knowledge of Legendary, threatened against or relating to Legendary affecting any of its properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Legendary.
- (p) **Bankruptcy.** Legendary is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken by or against Legendary in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Legendary, nor, to the knowledge of Legendary, is any threatened, or for the appointment of a trustee, receiver, manager or other administrator of Legendary or any of its properties or assets. Legendary has not sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or applicable bankruptcy legislation outside Canada.
- (q) **Certain Contracts.** Legendary is not a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to (i) limit the manner or the localities in which any portion of the business of Legendary is conducted, (ii) limit any business practice of Legendary, or (iii) restrict any acquisition or disposition of any property by Legendary.

- (r) **Non-Arm's Length Transactions.** There are no current contracts, commitments, agreements, arrangements or other transactions between Legendary, on the one hand, and any officer or director of Legendary or any associate of any such officer or director, on the other.
- (s) **Material Contracts.** Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) Legendary is not in breach of or default under the terms of any Material Contract, (ii) as of the date hereof, to the knowledge of Legendary, no other party to any Material Contract is in breach of or default under the terms of any such Material Contract and (iii) each Material Contract is a valid and binding obligation of Legendary, and is in full force and effect.
- (t) **Insurance.** Legendary has no policies of insurance in force.
- (u) **Employment Agreements.** Legendary does not have any written employment contract or arrangement with its respective employees.
- (v) **Legendary Employee Plans.** Legendary does not have any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, savings, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance, or similar plans, programmes, arrangements or practices relating to the current or former employees, officers or directors of Legendary, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered under which Legendary may have any liability, contingent or otherwise.
- (w) **Taxes.** Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Legendary, Legendary has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon.
- (x) **No Broker's Commission.** Legendary has not entered into any agreement that would entitle any Person to any valid claim against Legendary for a broker's commission, finder's fee or any like payment in respect of the Amalgamation or any other matter contemplated by this Agreement.
- (y) **Confidentiality Agreements.** Legendary has not waived the standstill or other provisions of any confidentiality or standstill Contracts with another Person.
- (z) **Right of First Refusal.** There are no back-in rights, earn-in rights, purchase options, rights of first refusal or similar provisions or rights which would be triggered in connection with the execution and delivery of this Agreement or the consummation of the Amalgamation, or in connection with any future equity financing or other transaction entered into by Legendary.
- (aa) **Material Property and Mining Rights.** Except as set forth in a Purchase Agreement, Legendary holds either freehold title, mining leases, mining concessions, mining claims or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdiction in which the properties are located in respect of the ore bodies and specified minerals located in the Alexo-Dundonald Project in which Legendary has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Legendary to access the properties and explore and exploit the minerals relating thereto as are appropriate in view of their respective rights and interests

therein; all such properties, leases, concessions or claims in which Legendary has any interests or rights have been validly located and recorded in accordance with all applicable laws and are valid, subsisting and in good standing.

(bb) **Valid Title Documents.** Any and all of the agreements and other documents and instruments pursuant to which Legendary holds its properties and assets (including any option agreement or any interest in, or right to earn an interest in, any properties) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, Legendary is not in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. Neither the Alexo-Dundonald Project nor any option agreement or any interest in, or right to earn an interest in, the Alexo-Dundonald Project is subject to any right of first refusal or purchase or acquisition rights.

(cc) **Possession of Permits and Authorizations.** Legendary has obtained all permits necessary to carry on the business of Legendary as it is currently conducted. Legendary is in compliance with the terms and conditions of all such permits except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. All of the permits issued to date are valid, subsisting, in good standing and in full force and effect and Legendary has not received any notice of proceedings relating to the revocation or modification of any such permits or any notice advising of the refusal to grant any permit that has been applied for or is in process of being granted.

(dd) **No Expropriation.** No part of Legendary's Alexo-Dundonald Project , mining rights or permits have been taken, revoked, condemned or expropriated by any Governmental Entity nor has any written notice or proceedings in respect thereof been given, or to the knowledge of the Legendary, been commenced, threatened or is pending, nor does the Legendary have any knowledge of the intent or proposal to give such notice or commence any such proceedings.

(ee) **No Indigenous Claims.** There are no claims or actions with respect to indigenous rights currently outstanding, or to the best knowledge of the Legendary, threatened or pending, with respect to the Alexo-Dundonald Project . There are no land entitlement claims having been asserted or any legal actions relating to indigenous issues having been instituted with respect to the Alexo-Dundonald Project , and no material dispute in respect of the Legendary's properties with any local, First Nations or indigenous group exists or, to the knowledge of the Legendary, is threatened or imminent.

(ff) **Environmental Matters.**

(i) Legendary is in material compliance with all Environmental Laws and all operations on the Alexo-Dundonald Project , carried on by or on behalf of the Legendary, have been conducted in all respects in accordance with good mining and engineering practices;

(ii) Legendary has not used, except in material compliance with all Environmental Laws and permits, any properties or facilities which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any hazardous substance;

(iii) neither Legendary, nor to the knowledge of Legendary, if applicable, any predecessor companies, have received any notice of, or been prosecuted for an offence alleging, non-compliance with any laws, ordinances, regulations and orders, including Environmental Laws, and neither Legendary, nor to the knowledge of Legendary, if applicable, any predecessor companies have settled any allegation of non-compliance short of prosecution.

There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of Legendary and Legendary has not received notice of any of the same;

- (iv) there have been no past unresolved claims, complaints, notices or requests for information received by Legendary with respect to any alleged material violation of any Environmental Laws, and to the best knowledge of Legendary, none that are threatened or pending; and no conditions exist at, on or under any properties now or previously owned, operated or leased by Legendary which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or would have a Material Adverse Effect;
- (v) except as ordinarily or customarily required by applicable permit, Legendary has not received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any law including any Environmental Laws. Legendary has not received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites; and
- (vi) there are no environmental audits, evaluations, assessments, studies or tests relating to Legendary except for ongoing assessments conducted by or on behalf of Legendary in the ordinary course.