

UNITE CAPITAL CORP.

- and -

LAKESIDE ACQUISITIONS INC.

- and -

LAKESIDE MINERALS INC.

AMALGAMATION AGREEMENT

Dated as of May 16, 2014

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT dated as of the 12th day of May, 2014.

BETWEEN:

UNITE CAPITAL CORP., a corporation existing pursuant to the provisions of the *Business Corporations Act* (Ontario) ("Unite")

- and -

LAKESIDE ACQUISITIONS INC., a corporation existing pursuant to the provisions of the *Business Corporations Act* (Ontario) ("Newco")

- and -

LAKESIDE MINERALS INC., a corporation existing pursuant to the provisions of the *Business Corporations Act* (Ontario) ("Lakeside")

WITNESSES THAT:

WHEREAS Newco and Unite wish to amalgamate so as to continue as one corporation in accordance with the terms and subject to the conditions herein set forth;

AND WHEREAS Newco is a newly incorporated, wholly-owned subsidiary of Lakeside and has not carried on any business;

AND WHEREAS Unite, Newco and Lakeside wish to effect the foregoing merger through the amalgamation of Newco with Unite, such that the amalgamated corporation will be a wholly-owned subsidiary of Lakeside and the existing securityholders of Unite become securityholders of Lakeside, in accordance with the terms and conditions herein set forth,

NOW THEREFORE IN CONSIDERATION of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged), the parties hereto covenant and agree as follows:

ARTICLE 1 DEFINITIONS AND INTERPRETATION

Section 1.1 Definitions.

In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:

"affiliate" has the meaning ascribed thereto in the Securities Act unless otherwise expressly stated herein;

"Agreement" means this amalgamation agreement, provided for in Section 175 of the OBCA, including the recitals and schedules hereto;

"Amalco" means the continuing corporation constituted upon the Amalgamation upon the Effective Date;

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

"**Amalgamation**" means the amalgamation of Newco and Lakeside pursuant to Section 174 of the OBCA as provided for in this Agreement;

"**Appropriate Regulatory Approvals**" means all of the rulings, consents, orders, exemptions, permits and other approvals of Governmental Entities and the Exchange required or necessary for the completion of the transactions provided for in this Agreement and the Amalgamation;

"**Articles of Amalgamation**" means the articles of amalgamation in respect of the Amalgamation, in the form required by the OBCA;

"**Business Day**" means a day on which commercial banks are generally open for business in Toronto, Ontario other than a Saturday, Sunday or a day observed as a holiday in Toronto, Ontario under the Laws of the Province of Ontario or the federal Laws of Canada;

"**Consolidation**" means the four for one consolidation of the common shares of Lakeside, which is to be completed prior to the Amalgamation;

"**Constituting Documents**" means, as applicable, the articles, by-laws or other similar constituting documents of any body corporate;

"**Director**" means the Director appointed under Section 278 of the OBCA;

"**Effective Date**" means the date shown on the certificate of amalgamation issued by the Director pursuant to subsection 178(4) of the OBCA giving effect to the Amalgamation;

"**Encumbrance**" includes whether or not registered or recorded, any and all mortgages, liens, licenses, charges, security interests, pledges, conditional sales contracts, options or other rights to acquire any interest in any property, and any adverse claims or rights in any property;

"**Environmental Laws**" means all federal, provincial, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters;

"**Exchange Escrow Agreement**" means the escrow agreement dated August 16, 2011, among Unite, Olympia Transfer Services Inc. and certain securityholders of Unite;

"**Exchange**" means the TSX Venture Exchange;

"**Exchange Policy 5.2**" means Exchange Policy 5.2 - Changes of Business and Reverse Take-Overs, as amended;

"**Governmental Entity**" means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board, or authority of any of the foregoing, or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

"**Holdings**" means, when used with reference to the Unite Shares, the Newco Shares or the Lakeside Securities, the holders of such Unite Shares, Newco Shares or Lakeside Securities, or, as applicable, shown from time to time in the register maintained by or on behalf of Unite, Newco or Lakeside, as applicable, in respect of the applicable securities;

"Information Circular" means the management information of Unite describing the Amalgamation;

"Lakeside Convertible Securities" means, collectively, the Lakeside Warrants and the Lakeside Options;

"Lakeside Options" means the stock options entitling the holders thereof to acquire Lakeside Shares granted pursuant to the Lakeside Stock Option Plan as of the date hereof;

"Lakeside Securities" means collectively the Lakeside Shares and the Lakeside Convertible Securities;

"Lakeside Shares" means the common shares (post-Consolidation) in the capital of Lakeside;

"Lakeside Stock Option Plan" means the stock option plan of Lakeside, under which options to purchase up to 10% of the issued and outstanding Lakeside Shares may be issued in accordance with the policies of the Exchange;

"Lakeside Warrants" means the warrants to be issued by Lakeside, as partial consideration, in exchange for the Unite Shares to holders thereof, each such warrant being exercisable into one Lakeside Share at an exercise price of \$0.10 per share;

"Laws" means all statutes, regulations, statutory rules, orders, judgments, decrees and terms and conditions of any grant of approval, permission, authority, permit or license of any court, Governmental Entity, statutory body or self-regulatory authority (including the Exchange);

"Material Adverse Effect", when used in connection with Unite or Lakeside means any change, effect, event or occurrence, that is, or would be reasonably expected to be, materially adverse with respect to the condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), businesses, prospects, operations or results of operations of Unite or Lakeside, as applicable, or those of its respective subsidiaries, taken as a whole;

"material fact" has the meaning ascribed thereto in the Securities Act;

"misrepresentation" has the meaning ascribed thereto in the Securities Act;

"Newco Shareholders" means the holders of the Newco Shares;

"Newco Shares" means the outstanding common shares in the capital of Newco;

"OBCA" means the *Business Corporations Act* (Ontario), as amended;

"Person" means and includes an individual, firm, sole proprietorship, partnership, joint venture, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative, Governmental Entity, or other entity, whether or not having legal status;

"Regulations" means all statutes, laws, rules, orders, directives and regulations in effect from time to time and made by any Governmental Entity having jurisdiction over any of Unite or Lakeside;

"Second Amalgamation" means the amalgamation of Amalco and Lakeside pursuant to the OBCA following the Amalgamation;

"Securities Act" means the *Securities Act* (Ontario), as amended;

"**Subsidiary**" means, with respect to a specified body corporate, a body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the directors thereof, whether or not shares of any other class or classes shall or might be entitled to vote upon the happening of any event or contingency, are at the time owned, directly or indirectly, by such specified body corporate, and includes a body corporate in like relation to a subsidiary;

"**Tax**" and "**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, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes (including source withholdings in respect of income taxes, Canada Pension Plan and employment insurance premiums), payroll taxes, employment taxes, pension plan premiums, excise, severance, social security premiums, workers' compensation premiums, 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 such entity, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended;

"**Tax Returns**" means all returns, declarations, reports, information returns and statements filed or required to be filed with any taxing authority relating to Taxes;

"**Termination Time**" means the time that this Agreement is terminated;

"**Time of Closing**" shall have the meaning ascribed to such term in subsection 6.4(a) of this Agreement;

"**Unite Amalgamation Resolution**" means the consent resolution of the Unite Shareholders approving the Amalgamation;

"**Unite Shareholders**" means the holders of Unite Shares;

"**Unite Shares**" means the common shares in the capital of Unite; and

Section 1.2 Currency.

All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.

Section 1.3 Interpretation Not Affected By Headings.

The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the schedules hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.

Section 1.4 Number and Gender.

Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders.

Section 1.5 Date for Any Action.

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

Section 1.6 Meanings.

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

Section 1.7 Statutes.

References in this Agreement to any statute or sections thereof shall include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

Section 1.8 Enforceability.

All representations, warranties, covenants and opinions in or contemplated by this Agreement as to the enforceability of any covenant, agreement or document are subject to enforceability being limited by applicable bankruptcy, insolvency, reorganization and other laws affecting creditors' rights generally and by the discretionary nature of certain remedies (including specific performance and injunctive relief).

Section 1.9 Knowledge.

Where any matter is stated to be "to the knowledge" or "to the best of the knowledge" of Unite or Lakeside or words to like effect in this Agreement, Unite or Lakeside shall be required, in addition to making any other reasonable inquiries, to make inquiries of their respective Chief Executive Officers and Chief Financial Officers.

Section 1.10 Schedule.

The following Schedule is annexed to this Agreement and is hereby incorporated by reference into this Agreement and forms part hereof:

Schedule "A" - Post Transaction Capitalization of Lakeside

**ARTICLE 2
THE AMALGAMATION**

Section 2.1 Agreement to Amalgamate

Newco and Unite hereby agree to amalgamate pursuant to the provision of section 174 of the OBCA as of the Effective Date and to continue as one corporation on the terms and conditions set out in this Agreement.

Section 2.2 Securities Compliance.

Lakeside shall use reasonable best efforts to obtain all orders required from the applicable Governmental Entity and the Exchange (but subject to escrow conditions imposed by the Exchange) to permit the issuance and first resale of the Lakeside Securities issuable pursuant to the Amalgamation as well as the Lakeside Shares issuable upon the exercise of the Lakeside Warrants without qualification with, or approval of, or the filing of any prospectus or similar document, or the taking of any proceeding

with, or the obtaining of any further order, ruling or consent from, any Governmental Entity under any Canadian federal, provincial or territorial securities or other Laws or pursuant to the rules and regulations of any Governmental Entity administering such Laws, or the fulfillment of any other legal requirement in any such jurisdiction (other than, with respect to such first resales, any restrictions on transfer by reason of, among other things, a Holder being a "control person" for purposes of Canadian federal, provincial or territorial securities Laws).

Section 2.3 Preparation of Filings.

- (a) Each of the parties to this Agreement shall cooperate in the taking of all such action as may be required under the OBCA in connection with the transactions contemplated by the Agreement.
- (b) Each of the parties to this Agreement shall promptly furnish to the others all information concerning it and its securityholders as may be required in order to effect the actions described in Section 2.1 and 2.2 and the foregoing provisions of this Section 2.3 and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Amalgamation and the other transactions contemplated by this Agreement will contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished.
- (c) Each of the parties to this Agreement shall promptly notify the other parties if at any time before or after the Effective Date it becomes aware that the Information Circular or an application for an order described in Section 2.2 contains any misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Filing Statement or such application. In any such event, each party shall cooperate in the preparation of a supplement or amendment to the Filing Statement or such other document, as required and as the case may be, and, if required, shall cause the same to be filed with the relevant securities regulatory authorities.

Section 2.4 Filing of Articles of Amalgamation.

Subject to the rights of termination contained in Article 8 hereof, upon the fulfillment of the necessary conditions to this Agreement, the parties shall jointly file with the Director the Articles of Amalgamation and such other documents as are required to be filed under the OBCA for acceptance by the Director to give effect to the Amalgamation, pursuant to the provisions of the OBCA.

Section 2.5 Effect of the Amalgamation.

On the Effective Date, the following shall occur and shall be deemed to occur in the following order without any further act or formality:

- (a) Newco and Unite shall amalgamate to form Amalco and shall continue as one corporation under the OBCA in the manner set out in Section 2.6 hereof and with the effect set out in Section 179 of the OBCA;
- (b) immediately upon the amalgamation of Unite and Newco to form Amalco as set forth in Section 2.4:

- (i) each one Unite Share issued and outstanding on the Effective Date shall be exchanged for 0.4884 Lakeside Shares and 0.2442 Lakeside Warrants (at a deemed price of \$0.05 per Lakeside Share), provided that fractional Lakeside Shares and Lakeside Warrants shall not be issued to Holders of Unite Shares, and the Unite Shares thus exchanged shall be cancelled without reimbursement of the capital represented by such securities;
 - (ii) all of the outstanding Unite Options will be cancelled to the extent they were not exercised prior to the Amalgamation;
 - (iii) Lakeside shall receive one fully-paid and non-assessable common share of Amalco for each one Newco Share held by Lakeside, following which all such Newco Shares shall be cancelled; and
 - (iv) in consideration for the issue by Lakeside of the Lakeside Shares and Lakeside Warrants pursuant to this subsection 2.5(b), Amalco shall issue to Lakeside one fully-paid and non-assessable common share of Amalco for each Lakeside Share issued;
- (c) with respect to each of the Unite Shares exchanged in accordance with subsection 2.5(b):
- (i) the Holders thereof shall cease to be the holders of such Unite Shares and the name of each such Holder shall be removed from the register of Holders of such Unite Shares;
 - (ii) the certificates (if any) representing any Unite Shares shall be deemed to have been cancelled as of the Effective Date and certificates representing the number of Lakeside Securities issuable to each Holder of Unite Shares will be issued to the holders of the Unite Shares;
 - (iii) any fractional interests resulting from the transactions provided for in subsection 2.5(b) shall be rounded up or down to the nearest whole Lakeside Security;

provided that none of the foregoing shall occur or shall be deemed to occur unless all of the foregoing occurs.

Section 2.6 Amalgamated Corporation.

Unless and until otherwise determined in the manner required by Laws, by Amalco or by its directors or the Holder or Holders of the Amalco Shares, the following provisions shall apply:

- (a) **Name.** The name of Amalco shall be "Unite Capital Corp." or such other name as Lakeside shall determine;
- (b) **Registered Office.** The municipality where the registered office of Amalco shall be located is Toronto, Ontario. The address of the registered office of Amalco shall be Fogler, Rubinoff LLP, 77 King Street West, Suite 3000, Toronto, Ontario, M5K 1G8;
- (c) **Business and Powers.** There shall be no restrictions on the business that Amalco may carry on or on the powers it may exercise;
- (d) **Authorized Share Capital.** Amalco shall be authorized to issue an unlimited number of common shares and an unlimited number of preferred shares, issuable in series;

- (e) **Share Restrictions.** There shall be no restrictions upon the right to transfer any shares of Amalco;
- (f) **Number of Directors.** The number of directors of Amalco shall be not less than one (1) and not more than eleven (11) as the shareholders of Amalco may from time to time determine;
- (g) **Initial Directors.** The initial directors of Amalco shall be as follows:

Yannis Banks
Jeremy Goldman
- (h) **By-laws.** The by-laws of Amalco, until repealed, amended or altered, shall be the same as the by-laws of Lakeside, with such amendments thereto as may be necessary to give effect to this Agreement; and
- (i) **Additional Directors.** The directors of Amalco may, between annual meetings, appoint one or more additional directors of Amalco to serve until the next annual meeting of Amalco but the number of additional directors shall not at any time exceed 1/3 of the number of directors who held office at the expiration of the last annual meeting of Amalco.

Section 2.7 Assets and Liabilities.

Each of Newco and Unite shall contribute to Amalco all of its assets, subject to their respective liabilities, as they exist immediately before the Effective Date. Amalco shall possess all of the property, rights, privileges and franchises, as they exist immediately before the Effective Date, and shall be subject to all of the liabilities, contracts, disabilities and debts of each of Newco and Unite, as they exist immediately before the Effective Date. All rights of creditors against the properties, assets, rights, privileges and franchises of Newco and Unite and all liens upon their properties, rights and assets shall be unimpaired by the Amalgamation and all debts, contracts, liabilities and duties of Newco and Unite shall thenceforth attach to and may be enforced against Amalco. No action or proceeding by or against Newco or Unite shall abate or be affected by the Amalgamation but, for all purposes of such action or proceeding, the name of Amalco shall be substituted in such action or proceeding in place of the name of Newco or Unite, as applicable.

Section 2.8 Stated Capital.

- (a) Upon the Amalgamation, Amalco shall add to the stated capital account maintained in respect of the Amalco Shares an amount equal to the aggregate paid up capital for purposes of the Tax Act of the Newco Shares and the Lakeside Shares immediately before the Effective Date.
- (b) Upon the Amalgamation, Lakeside shall add to the stated capital account maintained in respect of the Lakeside Shares an amount equal to the aggregate paid up capital for purposes of the Tax Act of the Unite Shares immediately before the Effective Date.

**ARTICLE 3
REPRESENTATIONS AND WARRANTS OF UNITE**

Unite represents and warrants to and in favour of Lakeside as follows:

Section 3.1 Organization and Standing.

- (a) Unite has been duly incorporated and is a valid and subsisting corporation under the provisions of the Laws of its jurisdiction of incorporation, has all requisite corporate power and authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which the nature of the business conducted by it or the ownership or leasing of its properties makes such qualification necessary, except where, individually or in the aggregate, the failure to be so licensed or qualified would not have a Material Adverse Effect on Unite.
- (b) Unite has no Subsidiaries as of the date hereof.

Section 3.2 Capitalization.

- (a) The authorized share capital of Unite consists of an unlimited number of common shares (defined as "Unite Shares"). As at the date hereof, 5,323,000 Unite Shares have been issued and are outstanding as fully paid and non-assessable shares and no other shares are outstanding.
- (b) Except for 532,300 Unite Options, Unite does not have any outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Unite to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of Unite, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of Unite. There are no outstanding bonds, debentures or other evidences of indebtedness of Unite having the right to vote or that are exchangeable or convertible for or exercisable into securities having the right to vote with Holders of Unite Shares on any matter as of the date hereof.
- (c) Unite does not have any shares or other interests in any company or Person. Unite is not a party to any agreement or arrangement to acquire any shares or other interests in any other companies or Persons and is not a party to any agreement or arrangement to acquire or lease any other business operations.
- (d) As of the date hereof, there are no shareholder agreements, proxies, voting trusts, rights to require registration under securities Laws or other arrangements or commitments to which Unite is a party or bound with respect to the voting, disposition or registration of any outstanding securities of Unite.
- (e) To the knowledge of Unite, none of the Unite Shares held by the Unite shareholders are subject to any escrow restrictions, pooling arrangements, or voting trust, voluntary or otherwise except with respect to those 3,301,000 Unite Shares that are subject to the Exchange Escrow Agreement.

Section 3.3 Authority and No Violation.

- (a) Unite has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and all documents and transactions contemplated herein have been duly authorized by all necessary corporate action of Unite. This Agreement has been duly executed and delivered by

Unite and constitutes a valid and binding obligation of Unite, enforceable in accordance with its terms subject only to the following qualifications:

- (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and
 - (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights.
- (b) None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
- (i) conflict with any of the terms, conditions or provisions of the Constatng Documents of Unite;
 - (ii) subject to the consents, approvals, orders, authorizations, registrations, declarations or filings referred to in Section 3.4 being made or obtained, violate any provision of any Laws applicable to Unite;
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Unite is a party or by which it is bound or to which its property is subject, all as of the Effective Date; or
 - (iv) result in the cancellation, suspension or alteration in the terms of any licence, permit or authority held by Unite, or in the creation of any Encumbrance upon any of the assets of Unite under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any interest or rights, including rights of purchase, termination, cancellation or acceleration;

except in the case of clauses (ii) through (iv) for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect on Unite or impair the ability of Unite to perform its obligations hereunder or prevent or delay the consummation of any of the transactions contemplated hereby; and

- (c) The board of directors of Unite at a meeting duly called and held or by written resolution has determined by unanimous approval that the transactions contemplated by this Agreement are fair to the Holders of Unite Shares and in the best interests of Unite and has recommended that such Holders of Unite Shares vote in favour of the transactions contemplated by this Agreement.

Section 3.4 Consents, Approvals.

No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Unite in connection with the execution and delivery of this Agreement by Unite, the performance of its obligations hereunder or the consummation by Unite of the transactions contemplated hereby other than (a) the approval of the shareholders of Unite at a duly called meeting of shareholders; (b) the approval of the Exchange, (c) such

registrations and other actions required under federal, state, provincial, and territorial securities Laws as are contemplated by this Agreement, and (d) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Unite or prevent or delay the consummation of any of the transactions contemplated hereby or impair Unite's ability to perform its obligations hereunder.

Section 3.5 Contracts

As of the date hereof, there are no written or oral contracts, agreements, guarantees, leases and executory commitments which are material to Unite and to which Unite is a party other than as publicly disclosed.

Section 3.6 Litigation, Etc.

There are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of Unite or, instituted or, to the knowledge of Unite, pending or threatened against or affecting Unite at law or in equity or before or by any Governmental Entity, nor is there any judgment, order, decree or award of any Governmental Entity having jurisdiction, obtained, pending or, to the knowledge of Unite, threatened against Unite and neither Unite nor its assets or properties is subject to any outstanding judgment, order, writ, injunction or decree.

Section 3.7 Compliance with Laws.

Unite is in compliance with all applicable Laws other than non-compliance which would not, individually or in the aggregate, have a Material Adverse Effect on Unite. No investigation or review by any Governmental Entity with respect to Unite is pending or, to the knowledge of Unite, is threatened, nor has any Governmental Entity indicated in writing an intention to conduct the same, other than those the outcome of which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Unite.

Section 3.8 Restrictions on Business Activities.

There is no agreement, judgment, injunction, order or decree binding upon Unite that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Unite, acquisition of property by Unite or the conduct of business by Unite as currently conducted or proposed to be conducted in the Filing Statement. Unite does not carry on any business other than looking for a Qualifying Transaction (as defined by the Exchange).

Section 3.9 Brokerage and Finders' Fees.

Neither Unite, nor any shareholder, director, officer or employee thereof, has incurred or will incur on behalf of Unite, any brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with this Agreement or the transactions contemplated hereby.

Section 3.10 Issuer Status.

Unite is a "reporting issuer" (as defined in the Securities Act) and the equivalent status in each of British Columbia, Alberta and Ontario.

Section 3.11 Creditors of Unite.

Unite has reasonable grounds for believing that no creditor of Unite will be prejudiced by the Amalgamation.

Section 3.12 Non Arm's-Length Contracts.

Unite is not a party to any contract or agreement with any officer, director, shareholder or any Person not dealing at arm's-length (within the meaning of the Tax Act) with any of the foregoing.

Section 3.13 No Guarantees or Indemnities.

Unite is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of Unite and applicable laws and other than standard indemnities in favour of purchasers of assets in purchase and sale agreements or indemnities and guarantees in favour of Unite's bankers or prior underwriters and guarantees), or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.

Section 3.14 No Loans

Unite has no loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's length with Unite that are currently outstanding.

Section 3.15 Solvency of Unite

There are reasonable grounds for believing that Unite is able to pay its liabilities as they become due and, immediately prior to the time of the consummation of the Amalgamation, will be able to pay its liabilities as they become due. There are reasonable grounds for believing that the realizable value of Amalco's assets will, immediately after the consummation of the Amalgamation, not be less than the aggregate of its liabilities and the stated capital of all classes of shares.

Section 3.16 Restrictions on Business

Unite is not a party to or bound or affected by any commitment, agreement or document containing any covenant expressly limiting its freedom to compete in any line of business, compete in any geographic region, transfer or move any of its assets or operations, where such covenant would have a Material Adverse Effect on the business of Unite.

Section 3.17 Unite Information.

Unite has fully made available to Lakeside and its advisers all of the information relating to Unite that Lakeside has requested for deciding whether to complete the transactions contemplated in this Agreement. None of the foregoing representations, warranties and statements of fact and no other statement furnished by or on behalf of Unite to Lakeside or its advisers in connection with the negotiation of the transactions contemplated by this Agreement, contain in respect of Unite, any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of securities of Unite seeking full information as to Unite and its properties, financial condition, prospects, businesses and affairs.

Section 3.18 Survival of Representations and Warranties.

The representations and warranties of Unite contained in this Agreement shall be true at the Time of Closing as though they were made by Unite at the Time of Closing.

ARTICLE 4
REPRESENTATIONS AND WARRANTS OF LAKESIDE IN RELATION TO NEWCO

Lakeside represents and warrants to and in favour of Unite as follows:

Section 4.1 Organization and Standing.

- (a) Newco has been duly incorporated and is a valid and subsisting corporation under the provisions of the Laws of its jurisdiction of incorporation, has all requisite corporate power and authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which the nature of the business conducted by it or the ownership or leasing of its properties makes such qualification necessary, except where, individually or in the aggregate, the failure to be so licensed or qualified would not have a Material Adverse Effect on Newco.
- (b) Newco has no Subsidiaries as of the date hereof and shall have no Subsidiaries as of the Effective Date.

Section 4.2 Capitalization.

- (a) The authorized share capital of Newco consists of an unlimited number of common shares. As of the date hereof, one (1) Newco Share has been issued and is outstanding as a fully paid and non-assessable share. The Newco Share was offered, issued and sold in compliance with applicable securities Laws in distributions exempt from the prospectus requirements of such securities Laws, and all notices and filings in respect of such distributions have been made by Newco within the time and within the manner required by such securities Laws.
- (b) Newco does not have any outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Newco to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of Newco, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of Newco. There are no outstanding bonds, debentures or other evidences of indebtedness of Newco having the right to vote or that are exchangeable or convertible for or exercisable into securities having the right to vote with Holders of Newco Shares on any matter as of the date hereof.
- (c) Other than this Agreement, Newco does not have any shares or other interests in any company or Person. Newco is not a party to any agreement or arrangement to acquire any shares or other interests in any other companies or Persons and is not a party to any agreement or arrangement to acquire or lease any other business operations other than the Amalgamation.
- (d) As of the date hereof, there are no shareholder agreements, proxies, voting trusts, rights to require registration under securities Laws or other arrangements or commitments to which Newco is a party or bound with respect to the voting, disposition or registration of any outstanding securities of Newco.
- (e) To the knowledge of Newco, none of the Newco Shares held by the sole shareholder of Newco are subject to any escrow restrictions, pooling arrangements, or voting trust, voluntary or otherwise.

Section 4.3 Authority and No Violation.

- (a) Newco has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and this Agreements, documents and transactions contemplated herein have been duly authorized by all necessary corporate action of Newco. This Agreement has been duly executed and delivered by Newco and constitutes a valid and binding obligation of Newco, enforceable in accordance with its terms subject only to the following qualifications:
- (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and
 - (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights.
- (b) None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
- (i) conflict with any of the terms, conditions or provisions of the Constatng Documents of Newco;
 - (ii) subject to the consents, approvals, orders, authorizations, registrations, declarations or filings referred to in Section 4.4 being made or obtained, violate any provision of any Laws applicable to Newco;
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Newco is a party or by which it is bound or to which its property is subject, all as of the Effective Date; or
 - (iv) result in the cancellation, suspension or alteration in the terms of any licence, permit or authority held by Newco, or in the creation of any Encumbrance upon any of the assets of Newco under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any interest or rights, including rights of purchase, termination, cancellation or acceleration;
- except in the case of clauses (ii) through (iv) for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect on Newco or impair the ability of Newco to perform its obligations hereunder or prevent or delay the consummation of any of the transactions contemplated hereby.
- (c) The board of directors of Newco at a meeting duly called and held or by written resolution has determined by unanimous approval that the transactions contemplated by this Agreement are fair to the Holders of Newco Shares and in the best interests of Newco and has recommended that such Holders of Newco Shares vote in favour of the transactions contemplated by this Agreement.

- (d) Lakeside, as the sole shareholder of Newco, has approved, by way of written resolution, the Amalgamation and the agreements and transactions related thereto.

Section 4.4 Consents, Approvals.

No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Newco in connection with the execution and delivery of this Agreement by Newco, the performance of its obligations hereunder or the consummation by Newco of the transactions contemplated hereby other than (a) the approval by the sole shareholder of Newco of the Amalgamation, (b) any filings with the Director, and (c) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Newco or prevent or delay the consummation of any of the transactions contemplated hereby or impair Newco's ability to perform its obligations hereunder.

Section 4.5 Litigation, Etc.

There are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of Newco or, instituted or, to the knowledge of Newco, pending or threatened against or affecting Newco at law or in equity or before or by any Governmental Entity, nor is there any judgment, order, decree or award of any Governmental Entity having jurisdiction, obtained, pending or, to the knowledge of Newco, threatened against Newco and neither Newco nor its assets or properties is subject to any outstanding judgment, order, writ, injunction or decree.

Section 4.6 Corporate Records.

The corporate records and minute books of Newco as required to be maintained by Newco under the Laws of its jurisdiction of incorporation, as made available to Lakeside and its counsel, are up-to-date, in all material respects, and contain complete and accurate minutes of all meetings of shareholders and the board of directors and any committees thereof and all resolutions consented to in writing.

Section 4.7 Compliance with Laws.

Newco is in compliance, and at all times has complied, with all applicable Laws other than non-compliance which would not, individually or in the aggregate, have a Material Adverse Effect on Newco. No investigation or review by any Governmental Entity with respect to Newco is pending or, to the knowledge of Newco, is threatened, nor has any Governmental Entity indicated in writing an intention to conduct the same, other than those the outcome of which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Newco.

Section 4.8 Restrictions on Business Activities.

There is no agreement, judgment, injunction, order or decree binding upon Newco that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Newco, acquisition of property by Newco or the conduct of business by Newco as currently conducted or proposed to be conducted in the Filing Statement. Newco does not carry on any business.

Section 4.9 No Guarantees or Indemnities

Newco is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of Newco and applicable laws and other than standard indemnities in favour of purchasers of assets in purchase and sale agreements or indemnities and guarantees in favour of Newco's bankers or prior underwriters and guarantees), or any

other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.

Section 4.10 No Loans

Newco has no loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's-length with Newco that are currently outstanding.

Section 4.11 Restrictions on Business

Newco is not a party to or bound or affected by any commitment, agreement or document containing any covenant expressly limiting its freedom to compete in any line of business, compete in any geographic region, transfer or move any of its assets or operations, where such covenant would have a Material Adverse Effect on the business of Newco.

Section 4.12 Newco Information.

Lakeside has fully made available to Unite and its advisers all of the information relating to Newco that Lakeside has requested for deciding whether to complete the transactions contemplated in this Agreement. None of the foregoing representations, warranties and statements of fact and no other statement furnished by or on behalf of Lakeside, relating to Newco, to Unite or its advisers in connection with the negotiation of the transactions contemplated by this Agreement, contain in respect of Newco, any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of securities of Newco seeking full information as to Newco and its properties, financial condition, prospects, businesses and affairs.

Section 4.13 Survival of Representations and Warranties.

The representations and warranties of Lakeside relating to Newco contained in this Agreement shall be true at the Time of Closing as though they were made by Lakeside at the Time of Closing.

**ARTICLE 5
REPRESENTATIONS AND WARRANTIES OF LAKESIDE**

Lakeside represents and warrants to and in favour of Unite as follows:

Section 5.1 Organization and Standing.

- (a) Lakeside has been duly incorporated and is a valid and subsisting corporation under the provisions of the Laws of its jurisdiction of incorporation, has all requisite corporate power and authority to carry on its business as now being carried on by it and to own or lease and operate its properties and assets and is duly licensed or otherwise qualified to carry on business in each jurisdiction in which the nature of the business conducted by it or the ownership or leasing of its properties makes such qualification necessary, except where, individually or in the aggregate, the failure to be so licensed or qualified would not have a Material Adverse Effect on Lakeside.
- (b) Lakeside has no Subsidiaries as of the date hereof other than Newco, Lakeside Minerals Corp., an Ontario corporation, and 1183290 Alberta Inc., an Alberta corporation, and shall have no other Subsidiaries as of the Effective Date.

Section 5.2 Capitalization of Lakeside.

- (a) The authorized share capital of Lakeside consists of an unlimited number of common shares (defined as the Lakeside Shares). Following the Consolidation and issuance of Lakeside Shares in connection with the Debt Settlements, 15,625,477 Lakeside Shares will have been issued and outstanding as fully paid and non-assessable shares, and no other shares are outstanding. All the Lakeside Shares were offered, issued and sold in compliance with applicable securities Laws in distributions exempt from the prospectus requirements of such securities Laws, and all notices and filings in respect of such distributions have been made by Lakeside within the time and within the manner required by such securities Laws.
- (b) Except for the 1,538,164 Lakeside Warrants outstanding following the Consolidation and Debt Settlements, and the 5,800,000 Lakeside Shares and 2,900,000 Lakeside Warrants to be issued in connection with the CPCC Private Placement, and 512,500 Lakeside Options, Lakeside does not have any outstanding agreements, subscriptions, warrants, options or commitments (pre-emptive, contingent or otherwise), nor has it granted any rights or privileges capable of becoming an agreement, subscription, warrant, option or commitment, obligating Lakeside to offer, sell, repurchase or otherwise acquire, transfer, pledge or encumber any shares in the capital of Lakeside, or other securities, nor are there outstanding any securities or obligations of any kind convertible into or exercisable or exchangeable for any capital stock of Lakeside.
- (c) Other than its interest in its subsidiaries, Lakeside does not have any shares or other interests in any company or Person. Lakeside is not a party to any agreement or arrangement to acquire any shares or other interests in any other companies or Persons and is not a party to any agreement or arrangement to acquire or lease any other business operations.
- (d) As of the date hereof, there are no shareholder agreements, proxies, voting trusts, rights to require registration under securities Laws or other arrangements or commitments to which Lakeside is a party or bound with respect to the voting, disposition or registration of any outstanding securities of Lakeside.
- (e) To the knowledge of Lakeside, none of the Lakeside Shares held by the Lakeside Shareholders are subject to any escrow restrictions, pooling arrangements, or voting trust, voluntary or otherwise.

Section 5.3 Authority and No Violation.

- (a) Lakeside has all requisite corporate power and authority to enter into this Agreement and to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution, delivery and performance of this Agreement and the documents and transactions contemplated herein have been duly authorized by all necessary corporate action of Lakeside. This Agreement has been duly executed and delivered by Lakeside and constitutes a valid and binding obligation of Lakeside, enforceable in accordance with its terms subject only to the following qualifications:
 - (i) an order of specific performance and an injunction are discretionary remedies and, in particular, may not be available where damages are considered an adequate remedy; and

- (ii) enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting the enforceability of creditors' rights.
- (b) None of the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby or the fulfilment of or compliance with the terms and provisions hereof do or will, nor will they with the giving of notice or the lapse of time or both:
 - (i) conflict with any of the terms, conditions or provisions of the Constatting Documents of Lakeside;
 - (ii) subject to the consents, approvals, orders, authorizations, registrations, declarations or filings referred to in Section 5.4 being made or obtained, violate any provision of any Laws applicable to Lakeside;
 - (iii) conflict with, result in a breach of, constitute a default under, or accelerate or permit the acceleration of the performance required by, any agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award to which Lakeside is a party or by which it is bound or to which its property is subject, all as of the Effective Date; or
 - (iv) result in the cancellation, suspension or alteration in the terms of any licence, permit or authority held by Lakeside, or in the creation of any Encumbrance upon any of the assets of Lakeside under any such agreement, covenant, undertaking, commitment, instrument, judgment, order, decree or award or give to any other Person any interest or rights, including rights of purchase, termination, cancellation or acceleration;

except in the case of clauses (ii) through (iv) for any of the foregoing that would not, individually or in the aggregate, have a Material Adverse Effect on Lakeside or impair the ability of Lakeside to perform its obligations hereunder or prevent or delay the consummation of any of the transactions contemplated hereby.

- (c) The board of directors of Lakeside at a meeting duly called and held or by written resolution has determined by unanimous approval that the transactions contemplated by this Agreement are fair to the Holders of Lakeside Shares and in the best interests of Lakeside.

Section 5.4 Consents, Approvals.

No consent, approval, order or authorization of, or registration, declaration or filing with, any third party or Governmental Entity is required by or with respect to Lakeside in connection with the execution and delivery of this Agreement by Lakeside, the performance of its obligations hereunder or the consummation by Lakeside of the transactions contemplated hereby other than (a) any filings with the Director, and (b) any other consents, approvals, orders, authorizations, registrations, declarations or filings which, if not obtained or made, would not, individually or in the aggregate, have a Material Adverse Effect on Lakeside or prevent or delay the consummation of any of the transactions contemplated hereby or impair Lakeside's ability to perform its obligations hereunder.

Section 5.5 Financial Statements, Reports.

- (a) The audited financial statements of Lakeside for the years ended January 31, 2013 and 2012 (including any related notes thereto) and the unaudited interim financial statements

of Lakeside for nine months ended October 31, 2013 (i) have been prepared in accordance with Canadian generally accepted accounting principles applied on a consistent basis during the period involved, (ii) complied in all material respects with the requirements of applicable securities Laws, and (iii) fairly present the financial position, results of operations and cash flows of Lakeside as of the date thereof and for the period covered thereby.

- (b) From October 31, 2013 to the date of this Agreement, there has been no change by Lakeside in its accounting policies, methods, practices or principles.

Section 5.6 Liabilities.

Except as disclosed or reflected in the Lakeside financial statements described in Section 5.5 or as reasonably incurred in the ordinary course of Lakeside's business since October 31, 2013, Lakeside has no liabilities of any nature, whether accrued, contingent or otherwise (or which would be required by Canadian generally accepted accounting principles to be reflected on a balance sheet of Lakeside) that have constituted or would be reasonably likely to constitute a Material Adverse Effect.

Section 5.7 Litigation, Etc.

There are no actions, suits, proceedings, investigations or outstanding claims or demands, whether or not purportedly on behalf of Lakeside or, instituted or, to the knowledge of Lakeside, pending or threatened against or affecting Lakeside at law or in equity or before or by any Governmental Entity, nor is there any judgment, order, decree or award of any Governmental Entity having jurisdiction, obtained, pending or, to the knowledge of Lakeside, threatened against Lakeside and neither Lakeside nor its assets or properties is subject to any outstanding judgment, order, writ, injunction or decree.

Section 5.8 Insurance.

Lakeside has its assets insured against loss or damages as is appropriate to its business and assets, in such amounts and against such risks as are customarily carried and insured against by owners of comparable businesses and assets, and such insurance coverages are and will be continued in full force and effect to and including the Effective Date and no notice of cancellation or termination has been received and there is no existing default or event which, with the giving of notice or lapse of time or both, would constitute a default thereunder.

Section 5.9 Absence of Certain Changes or Events.

- (a) Each contract or agreement between Lakeside and any other Person which is material to the ownership, use or operation of a material portion of the business, properties or assets of Lakeside, is in full force and effect and, to the best of the knowledge and belief of Lakeside is valid, binding and enforceable against each of the parties thereto in accordance with its terms (subject only to the qualifications set out in subsections 5.3(a)(i) and (ii) hereof) and no material breach or default exists in respect thereof on the part of any party thereto and no event has occurred which, with the giving of notice or the lapse of time or both, would constitute such a material breach or default, except as disclosed to the parties in writing.
- (b) Since October 31, 2013, Lakeside has not: (i) declared or paid any dividends or made any distribution of its properties or assets to its shareholders, (ii) disposed of any of its properties or assets or incurred any material indebtedness; or (ii) made or suffered any change or changes in its financial condition, assets, liabilities or business which, singly or in the aggregate, have a Material Adverse Effect or could have a Material Adverse Effect

on its financial condition, assets, liabilities or business as currently or proposed to be conducted, except as disclosed to the parties in writing.

Section 5.10 Tax.

- (a) Lakeside has filed, or caused to be filed, all material Tax Returns required to be filed by it (all of which returns were correct and complete in all material respects), has timely paid, or caused to be paid, all Taxes due and payable by it, and has satisfied in full in all material respects all Tax withholding, deposit and remittance requirements imposed on or with respect to Lakeside, and Lakeside's financial statements for the fiscal period ended October 31, 2013 contain an adequate provision in accordance with Canadian generally accepted accounting principles for all material amounts of Taxes payable in respect of each period covered by such financial statements to the extent such Taxes have not been paid, whether or not due and whether or not shown as being due on any Tax Return. Lakeside has made adequate provision in accordance with Canadian generally accepted accounting principles in its books and records for any amount of Taxes material to Lakeside and accruing in respect of any accounting period ending subsequent to the period covered by such financial statements.
- (b) Lakeside has not received any written notification that any issue involving an amount of Taxes has been raised (and is currently pending) by the Canada Revenue Agency, or any other taxing authority, including any sales tax authority, and no waivers of statutes of limitations or objections to any assessments or reassessments involving an amount of Taxes have been given, filed or requested with respect to Lakeside. Lakeside has not received any notice from any taxing authority to the effect that any Tax Return is being examined, and Lakeside has no knowledge or notice of any contemplated Tax audit. There are no proposed (but unassessed) additional Taxes applicable by Lakeside and none has been asserted against Lakeside. There are no Tax liens on, or statutory trusts in respect of, any assets of Lakeside except for Taxes not yet due and payable. Lakeside has not received a refund of any Taxes to which it was not entitled.
- (c) Lakeside has withheld from each payment made to any present or former employees, officers, consultants and directors and to all persons who are non-residents of Canada for the purposes of the Tax Act all amounts required by applicable Laws and have remitted such withheld amounts within the prescribed periods to the appropriate federal or provincial taxing authority, except as may have been disclosed in writing to Unite. Lakeside has remitted all Canada Pension Plan contributions, Employment Insurance premiums and other Taxes payable by it and has or will have remitted such amounts to the proper taxing authority within the time required by applicable Laws. Lakeside charged, collected and remitted on a timely basis all Taxes required by applicable Laws (including, without limitation, Part IX of the *Excise Tax Act* (Canada) or the retail sales tax legislation of any province of Canada) on any sale, supply or delivery whatsoever, made by Lakeside.
- (d) Lakeside is a "taxable Canadian corporation" for the purposes of the Tax Act.
- (e) If requested, Lakeside will furnish to Unite true and complete copies of all of its federal and provincial income Tax Returns and Tax Returns filed by it pursuant to the *Excise Tax Act* (Canada).

Section 5.11 Employment Matters.

- (a) Lakeside is not a party to any written or oral policy, agreement, obligation or understanding providing for severance, termination or change of control payments to any former or current director, officer, employee or consultant of Lakeside.
- (b) There are no complaints against Lakeside before any employment standards branch or tribunal or human rights tribunal, nor, to the knowledge of Lakeside, any complaints or any occurrence which could reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation. There are no outstanding decisions or settlements or pending settlements under applicable employment standards legislation which place any obligation upon Lakeside to do or refrain from doing any act. Except for non-compliance that is not or would not result in a Material Adverse Effect on Lakeside, Lakeside is currently in full compliance with all workers' compensation, occupational health and safety and similar legislation, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders against Lakeside under applicable workers' compensation legislation, occupational health and safety or similar legislation nor has any event occurred which may give rise to any such claim.
- (c) Lakeside has complied in all material respects with all applicable Laws relating to employment in its businesses, including those relating to wages, hours, collective bargaining, occupational health and safety, employment standards, pay equity and workers' compensation. All salaries or wages, vacation pay (including banked vacation pay), bonuses, commissions, premiums for employment insurance, pension plan, premiums, and other employee benefit payments are accurately reflected and have been accrued in the books and records of Lakeside and no salaries or wages are owing to any employee of Lakeside except for those salaries and wages accrued as of the date hereof at each employee's current salary level or wage amount payable on the next scheduled pay period.
- (d) To the best of the knowledge of Lakeside, no employee or independent contractor of Lakeside is obligated under any contract (including licenses, covenants or commitments of any nature) or other agreement, or subject to any judgment, decree or order of any court or administrative agency, that would interfere with the use of such employee's or independent contractor's best efforts to promote the interests of Lakeside. To the best of the knowledge of Lakeside, no present or former employee or independent contractor of Lakeside has violated any term of any employment contract, non-competition or non-solicitation agreement, patent or other proprietary information agreement or similar contract with, or any fiduciary duty in favour of, a former employer of such employee or independent contractor or any other third party. Lakeside has not received any notice from any third party alleging that such a violation has occurred.
- (e) To the best of the knowledge of Lakeside, no consultant, employee, director or officer of Lakeside intends to terminate his or her relationship as an employee, consultant, director and/or officer of Lakeside, as the case may be.
- (f) Lakeside is not subject to any present or future obligation or liability under any pension plan, deferred compensation plan, retirement income plan, stock purchase plan, profit sharing plan, bonus plan or policy, employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal, with respect to any of the employees of the business, other than the Canada Pension Plan and other similar plans established pursuant to statute.

Section 5.12 Corporate Records.

The corporate records and minute books of Lakeside as required to be maintained by Lakeside under the Laws of its jurisdiction of incorporation, as made available to Unite and its counsel, are up-to-date in all material respects, and contain complete and accurate minutes of all meetings of shareholders and the board of directors and any committees thereof and all resolutions consented to in writing.

Section 5.13 Contracts.

As of the date hereof, there are no written or oral contracts, agreements, guarantees, leases and executory commitments, which are material to Lakeside and to which Lakeside is a party other than:

- (a) the transfer agent, registrar and disbursing agent agreement dated July 1, 2013 between Lakeside and the transfer agent of Lakeside;
- (b) warrant transfer agency agreement to be entered into between the Corporation and the transfer agent and registrar of Lakeside;
- (c) CPCC Subscription Agreement;
- (d) the Escrow Agreement dated December 19, 2011; and
- (e) the Amalgamation Agreement.
- (f) The following agreements covering Lakeside's properties:
 - a. Agreement between Lakeside Minerals Corp. (a wholly owned subsidiary of Lakeside) and Les Explorations Carat Inc., regarding "Acquisition of Mineral Claims, Launay Township, Quebec" dated June 5, 2012;
 - b. Agreement between Lakeside Minerals Corp. and 9219-8845 Quebec Inc. (Canadian Mining House), regarding "Acquisition of Mineral Claims, Launay, Privat and Manneville Township, Quebec" dated January 8, 2013;
 - c. Agreement between Lakeside Minerals Corp. and Melkior Resources Inc., regarding "Acquisition of Mineral Claims, Privat and Manneville Township, Quebec" dated April 27, 2012;
 - d. Agreement between Lakeside Minerals Corp. (on the first part) and Les Explorations Carat Inc., Jean Robert, Dianne Audet, Katy St-Pierre (on the second part), regarding "Acquisition of Mineral Claims" dated November 30, 2010, as amended on December 1, 2011, October 22, 2012 and June 11, 2013;
 - e. Agreement between Lakeside Minerals Corp. and Jack Stoch Geoconsultant Services Ltd., regarding "Acquisition of Mineral Claims, Launay Township, Quebec" dated September 7, 2012.

Section 5.14 Compliance with Laws.

Lakeside is in compliance, and at all times has complied, with all applicable Laws other than non-compliance which would not, individually or in the aggregate, have a Material Adverse Effect on Lakeside. No investigation or review by any Governmental Entity with respect to Lakeside is pending or, to the knowledge of Lakeside, is threatened, nor has any Governmental Entity indicated in writing an

intention to conduct the same, other than those the outcome of which could not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on Lakeside.

Section 5.15 Restrictions on Business Activities.

There is no agreement, judgment, injunction, order or decree binding upon Lakeside that has or could be reasonably expected to have the effect of prohibiting, restricting or materially impairing any business practice of Lakeside, acquisition of property by Lakeside or the conduct of business by Lakeside as currently conducted or proposed to be conducted and described in the Information Circular.

Section 5.16 Brokerage and Finders' Fees.

Neither Lakeside, nor any shareholder, director, officer or employee thereof, has incurred or will incur on behalf of Lakeside, any brokerage fees, finder's fees, agent's commissions or other similar forms of compensation in connection with the Amalgamation contemplated hereby.

Section 5.17 Issuer Status.

Lakeside is a "reporting issuer" (as defined in the Securities Act) in the Provinces of Alberta and British Columbia and is not included in any list of defaulting reporting issuers maintained by and securities regulatory agency.

Section 5.18 Creditors of Lakeside.

Lakeside has reasonable grounds for believing that no creditor of Lakeside will be prejudiced by the Amalgamation.

Section 5.19 Non Arm's-Length Contracts.

Lakeside is not a party to any contract or agreement with any officer, director, shareholder or any Person not dealing at arm's-length (within the meaning of the Tax Act) with any of the foregoing except services agreements with the officers of Lakeside.

Section 5.20 Environmental Matters.

Except to the extent that any violation or other matter referred to in this subparagraph does not have a Material Adverse Effect on Lakeside:

- (a) it is not in violation of any applicable Environmental Laws;
- (b) it has operated its business at all times and has received, handled, used, stored, treated, shipped and disposed of all contaminants without violation of Environmental Laws;
- (c) there have been no spills, releases, deposits or discharges of hazardous or toxic substances, contaminants or wastes into the earth, air or into any body of water or any municipal or other sewer or drain water systems by Lakeside that have not been remedied;
- (d) no orders, directions or notices have been issued and remain outstanding pursuant to any Environmental Laws relating to the business or assets of Lakeside; and
- (e) it has not failed to report to the proper Governmental Entity the occurrence of any event which is required to be so reported by any Environmental Law.

Lakeside holds all licenses, permits and approvals required under any Environmental Laws in connection with the operation of its business and the ownership and use of its assets, all such licenses, permits and approvals are in full force and effect, and except for notifications and conditions of general application to assets of reclamation obligations under the *Environmental Protection Act* (Ontario), Lakeside has not received any notification pursuant to any Environmental Laws that any work, repairs, constructions or capital expenditures are required to be made by it as a condition of continued compliance with any Environmental Laws, or any license, permit or approval issued pursuant thereto, or that any license, permit or approval referred to above is about to be reviewed, made subject to limitation or conditions, revoked, withdrawn or terminated.

Section 5.21 No Guarantees or Indemnities.

Lakeside is not a party to or bound by any agreement of guarantee, indemnification (other than an indemnification of directors and officers in accordance with the by-laws of Lakeside and applicable laws and other than standard indemnities in favour of purchasers of assets in purchase and sale agreements or indemnities and guarantees in favour of Lakeside's bankers or prior underwriters and guarantees), or any other like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person.

Section 5.22 No Loans.

Lakeside has no loans or other indebtedness outstanding which have been made to or from any of its shareholders, officers, directors or employees or any other person not dealing at arm's-length with Lakeside.

Section 5.23 Restrictions on Business.

Lakeside is not a party to or bound or affected by any commitment, agreement or document containing any covenant expressly limiting its freedom to compete in any line of business, compete in any geographic region, transfer or move any of its assets or operations, where such covenant would have a Material Adverse Effect on the business of Lakeside.

Section 5.24 Auditor Recommendations.

Lakeside has not received any management recommendation letters relating to Lakeside from Lakeside's current auditor.

Section 5.25 Lakeside Information.

Lakeside has fully made available to Unite and its advisers all of the information relating to Lakeside that Unite has requested for deciding whether to complete the transactions contemplated in this Agreement. None of the foregoing representations, warranties and statements of fact and no other statement furnished by or on behalf of Lakeside to Unite or its advisers in connection with the negotiation of the transactions contemplated by this Agreement, contain in respect of Lakeside, any untrue statement of a material fact or omit to state any material fact necessary to make such statement or representation not misleading to a prospective purchaser of securities of Lakeside seeking full information as to Lakeside and its properties, financial condition, prospects, businesses and affairs.

Section 5.26 Survival of Representations and Warranties.

The representations and warranties of Lakeside contained in this Agreement shall be true at the Time of Closing as though they were made by Lakeside at the Time of Closing.

**ARTICLE 6
COVENANTS AND AGREEMENTS**

Section 6.1 Mutual Covenants.

(a) Each of Unite, Newco and Lakeside agree as follows until the earlier of the Effective Date or the termination of this Agreement in accordance with Article 8, in each case except (i) with the consent of the other parties to any deviation therefrom or (ii) as expressly contemplated by this Agreement:

(i) it shall not:

- A. declare or pay any dividends on, make other distributions or return capital in respect of any of its capital stock or any other equity interests;
- B. split, combine or reclassify any of its capital stock or issue or authorize or propose the issuance of any other securities in respect of, in lieu of or in substitution for, shares of its capital stock;
- C. issue, sell, pledge, reserve, set aside, dispose of or encumber, repurchase, redeem or otherwise acquire, any shares of its capital stock or any securities or obligations convertible into, exercisable or exchangeable for, or any rights, warrants, calls, subscriptions or options to acquire, shares of its capital stock, except pursuant to fully vested stock options and warrants outstanding on the date hereof; or
- D. enter into or announce any agreement or arrangement with respect to the sale, voting, registration or repurchase of any shares of its capital stock or any security convertible into or exchangeable for such shares.

(ii) it shall not:

- A. incur any indebtedness for borrowed money or purchase money indebtedness or assume, guarantee, endorse or enter into a "keepwell" or similar arrangement with respect to any indebtedness, other than indebtedness under its existing credit facilities;
- B. make or commit to make any capital expenditures (including capital lease obligations), without the written consent of the other parties.
- C. enter into any material operating lease or create any mortgages, liens, security interests or other encumbrances on the property of such party in connection with any indebtedness other than Permitted Encumbrances.

(iii) it shall not:

- A. increase the amount of (or accelerate the payment or vesting of) any benefit or amount payable under, any employee benefit plan or any other contract, agreement, commitment, arrangement, plan or policy providing for compensation or benefits to any former, present or future director, officer or employee of such party;
- B. increase (or enter into any commitment or arrangement to increase) the compensation or benefits, or otherwise to extend, expand or enhance the

engagement, employment or any related rights, of any former, present or future director, officer, employee or consultant of such party;

- C. except as specifically provided under this Agreement, whether through its board of directors or otherwise, accelerate the vesting of any unvested stock options or accelerate the release of, or the expiry date of any hold period relating to, any Lakeside Shares or otherwise amend, vary or modify any plans or the terms of any stock option or warrant without the written consent of the other parties; or
 - D. adopt, establish, enter into or implement any employee benefit plan, policy, severance or termination agreement providing for any form of benefits or other compensation to any former, present or future director, officer or employee of such party or amend any employee benefit plan, policy, severance or termination agreement.
- (iv) it shall not amend or propose to amend its Constatng Documents.
 - (v) it shall not pay, discharge, satisfy, compromise or settle any material claims or material liabilities prior to the same being due.
 - (vi) except as required by applicable Laws, it shall not enter into, terminate or waive any provision of, exercise any material option or relinquish any material contractual rights under, or modify in any material respect any material contract, agreement, guarantee, lease commitment or arrangement.
 - (vii) it shall not make any changes to the existing accounting practices, methods and principles relating to such party except as required by Laws or by Canadian generally accepted accounting principles as advised by such party's regular independent accountants, as the case may be.
 - (viii) it shall not make or rescind any material tax election, except as disclosed in writing to Unite.
 - (ix) it shall not (a) enter into any confidentiality or standstill agreement or with the consent of the other party hereto (other than in respect of confidentiality agreements entered into in the ordinary course of business), or (b) amend or release any third party from its obligations or grant any consent under, any confidentiality or standstill provision or fail to fully enforce any such provision.
 - (x) it shall not take or fail to take any action which would cause any of such party's representations or warranties hereunder to be untrue or would be reasonably expected to prevent or materially impede, interfere with or delay the Amalgamation.
 - (xi) it shall not agree in writing or otherwise to take any of the actions as described above in clauses (i) through (x).
- (b) Each party to this Agreement shall promptly advise the other parties in writing:
 - (i) of any event, condition or circumstance that might be reasonably expected to cause any representation or warranty of such party contained in this Agreement to be untrue or inaccurate on the Effective Date (or, in the case of any representation or warranty made as of a specified date, as of such specified date);

- (ii) of any Material Adverse Effect on such party or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on such party; and
 - (iii) of any material breach by such party of any covenant, obligation or agreement contained in this Agreement.
- (c) Each of Unite, Newco and Lakeside shall use its reasonable best efforts to perform all obligations required to be performed by such party under this Agreement, cooperate with the other parties hereto 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, each of Unite, Newco and Lakeside shall:
- (i) use reasonable best efforts to satisfy or cause to be satisfied as soon as reasonably practicable all the conditions precedent that are set forth in Article 7 hereof;
 - (ii) apply for and use reasonable best efforts to obtain as promptly as practicable all Appropriate Regulatory Approvals relating to such party or any of its Subsidiaries and, in doing so, to keep the other parties hereto reasonably informed as to the status of the proceedings related to obtaining the Appropriate Regulatory Approvals, including providing such other parties with copies of all related applications and notifications, in draft form, in order for such other party to provide its reasonable comments;
 - (iii) use reasonable best efforts to comply promptly with all requirements which applicable Laws may impose on such party or such party's Subsidiaries with respect to the transactions contemplated hereby;
 - (iv) use reasonable best efforts to defend all lawsuits or other legal, regulatory or other proceedings to which it is a party challenging or affecting this Agreement or the consummation of the transactions contemplated hereby;
 - (v) use reasonable best efforts to have lifted or rescinded any injunction or restraining order or other order which may adversely affect the ability of the parties to consummate the transactions contemplated hereby;
 - (vi) effect all necessary registrations, filings and submissions of information required by Governmental Entities from such party or any of such party's Subsidiaries in connection with the transactions contemplated hereby; and
 - (vii) use reasonable best efforts to obtain all waivers, consents and approvals from other parties to loan agreements, leases or other contracts required to be obtained by such party or any of such party's Subsidiaries to consummate the transactions contemplated hereby which the failure to obtain would materially and adversely affect the ability of such party or such party's Subsidiaries to consummate the transactions contemplated hereby.

Section 6.2 Covenants of Lakeside.

- (a) Lakeside agrees that until the earlier of the Effective Date or the termination of this Agreement in accordance with Article 8, in each case except (i) with the consent of Unite to any deviation therefrom or (ii) as expressly contemplated by this Agreement, it shall:

- A. carry on its businesses in the usual and ordinary course consistent with past practices and in a manner consistent with industry;
 - B. use reasonable best efforts to preserve intact its present business organization and material rights and franchises, to keep available the services of its current officers and employees, and to preserve its relationships with customers, suppliers and others having business dealings with it; and
 - C. maintain and keep its material properties and assets in as good repair and condition as at the date hereof, subject to ordinary wear and tear, all to the end that its goodwill and ongoing businesses shall not be impaired in any material respect at the Effective Date.
- (b) Until the earlier of the Effective Date and the termination of this Agreement pursuant to Article 8, Lakeside shall not sell, pledge, encumber, lease (whether such lease is an operating or capital lease) or otherwise dispose of any of its assets.

Section 6.3 Access to Information.

- (a) Subject to subsection 6.3(b) and applicable Laws, upon reasonable notice to an officer of such party, each of Unite and Lakeside shall afford the officers, employees, counsel, accountants and other authorized representatives and advisors ("**Representatives**") of the other parties 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; provided that such access shall be provided on a basis that minimizes the disruption to the operations of such party. During such period, each of Unite and Lakeside shall furnish promptly to the other parties all information concerning such party's business, properties and personnel as the other party may reasonably request.
- (b) Unite and Lakeside acknowledge that certain information received pursuant to subsection 6.3(a) will be non-public or proprietary in nature and that such parties shall not disclose such information to third parties without the prior written consent of the other party unless required to do so by Law.

Section 6.4 Closing Matters.

- (a) The completion of the transactions contemplated under this Agreement shall be closed at the offices of Unite's counsel, Fogler, Rubinoff LLP, 77 King Street West, Suite 3000 Toronto, Ontario, M5K 1G8, at 10:00 a.m. (Toronto Time) (the "**Time of Closing**") on June 17, 2014 or on such other date or at such other time and place as the parties may agree.
- (b) Each of Unite and Lakeside shall deliver, at the Time of Closing, such customary certificates, resolutions, legal opinions and other closing documents as may be required by the other parties hereto, acting reasonably. For greater certainty, Unite shall also deliver evidence that all regulatory and Exchange approvals have been obtained.

ARTICLE 7 CONDITIONS

Section 7.1 Mutual Conditions Precedent.

The respective obligations of Unite and Lakeside to complete the transactions contemplated by this Agreement and to file the Articles of Amalgamation for acceptance by the Director to give effect to the Amalgamation shall be subject to the satisfaction of each of the following conditions at or prior to the Effective Date;

- (a) the Exchange shall have approved the transaction contemplated herein, including the issuance by Lakeside of the issuance of any other Lakeside Securities in connection with the completion of the Amalgamation;
- (b) the Exchange shall have conditionally approved the listing thereon of the Lakeside Shares (i) to be issued pursuant to the Amalgamation as of the Effective Date; and (ii) issuable upon exercise of the Lakeside Convertible Securities to be issued pursuant to the Amalgamation and following the Amalgamation;
- (c) all other Appropriate Regulatory Approvals shall have been obtained or received from the Persons having jurisdiction in the circumstances, and all other applicable regulatory requirements and conditions shall have been complied with, the failure to obtain which would, individually or in the aggregate, have a Material Adverse Effect on Amalco or Lakeside after the Effective Date;
- (d) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated under this Agreement and there shall be no proceeding, whether of a judicial or administrative nature or otherwise, in progress that relates to or results from the transactions contemplated under this Agreement that would, if successful, result in an order or ruling that would preclude completion of the transactions contemplated under this Agreement in accordance with the terms and conditions hereof or thereof;
- (e) there shall not exist any prohibition at Law against the completion of the Amalgamation;
- (f) all consents and approvals under any agreements to which either of Unite or Lakeside may be a party or bound which are required or necessary or desirable for the completion of the transactions contemplated under this Agreement shall have been obtained or received;
- (g) none of the consents, orders, regulations or approvals contemplated herein shall contain terms or conditions or require undertakings or security deemed unsatisfactory or unacceptable by any of the parties hereto acting reasonably; and
- (h) this Agreement shall not have been terminated under ARTICLE 8.

The foregoing conditions are for the mutual benefit of Unite and Lakeside and may be waived in writing, in whole or in part, by Unite and Lakeside at any time.

Section 7.2 Additional Conditions Precedent to the Obligations of Unite.

The obligations of Unite to complete the transactions contemplated hereby and the obligation to file Articles of Amalgamation jointly with Newco and such other documents as are required to be filed under the OBCA for acceptance by the Director to give effect to the Amalgamation shall also be subject

to the satisfaction of each of the following conditions at or prior to the Effective Date or such other time as is specified below:

- (a) Lakeside shall have performed or complied with, in all material respects, each of its obligations, covenants and agreements hereunder to be performed and complied with by it on or before the Effective Date;
- (b) each of the representations and warranties of Lakeside and Newco under this Agreement shall be true and correct in all respects on the date of this Agreement and as of the Effective Date as if made on and as of such date except: (i) for such representations and warranties made as of a specified date, which shall be true and correct as of such specified date, (ii) as affected by transactions contemplated or permitted by this Agreement; or (iii) where the failure of such representations and warranties in the aggregate to be true and correct in all respects would not be reasonably expected to have a Material Adverse Effect on Lakeside;
- (c) since the date of this Agreement, there shall have been no Material Adverse Effect with respect to Lakeside or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on Lakeside;
- (d) Unite shall have received a certificate of a senior officer of Lakeside addressed to Unite and dated the Effective Date, confirming that the conditions in subsections 7.2(a), (b), (c) and (e) have been satisfied;
- (e) since the date of this Agreement, no action, suit or proceeding shall have been taken before or by any Governmental Entity or by any other Person against Lakeside that would, if successful, have a Material Adverse Effect on Lakeside, in the sole discretion of Unite, acting reasonably;
- (f) the board of directors of Lakeside shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Lakeside to permit the consummation of the Amalgamation;
- (g) the board of directors and shareholders of Newco shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Newco to permit the consummation of the Amalgamation; and
- (h) the post Amalgamation capitalization of Lakeside shall be in accordance with the capitalization table attached hereto as Schedule "A" except as agreed to by the parties in writing.

The foregoing conditions are for the benefit of Unite and may be waived in writing, in whole or in part, by Unite at any time.

Section 7.3 Additional Conditions Precedent to the Obligations of Lakeside.

The obligations of Lakeside to complete the transactions contemplated hereby and the obligation of Newco to file Articles of Amalgamation jointly with Unite and such other documents as are required to be filed under the OBCA for acceptance by the Director to give effect to the Amalgamation shall also be subject to the satisfaction of each of the following conditions at or prior to the Effective Date or such other time as is specified below:

- (a) Unite shall have performed or complied with, in all material respects, each of its obligations, covenants and agreements hereunder to be performed and complied with by it on or before the Effective Date;
- (b) each of the representations and warranties of Unite under this Agreement (which for purposes of this clause (b) shall be read as though none of them contained any Material Adverse Effect or other materiality qualification), shall be true and correct in all respects on the date of this Agreement and as of the Effective Date as if made on and as of such date except: (i) for such representations and warranties made as of a specified date, which shall be true and correct as of such specified date, (ii) as affected by transactions contemplated or permitted by this Agreement; or (iii) where the failure of such representations and warranties in the aggregate to be true and correct in all respects would not be reasonably expected to have a Material Adverse Effect on Unite;
- (c) since the date of this Agreement, there shall have been no Material Adverse Effect with respect to Unite or any event, occurrence or development which would be reasonably expected to have a Material Adverse Effect on Unite;
- (d) Lakeside shall have received a certificate of a senior officer of Unite addressed to Lakeside and dated the Effective Date, confirming that the conditions in subsections 7.3(a), (b), (c) and (e) have been satisfied;
- (e) since the date of this Agreement, no action, suit or proceeding shall have been taken before or by any Governmental Entity or by any other Person against Unite that would, if successful, have a Material Adverse Effect on Unite, in the sole discretion of Lakeside, acting reasonably;
- (f) the board of directors and the shareholders of Unite shall have adopted all necessary resolutions, and all other necessary corporate action shall have been taken by Unite to permit the consummation of the Amalgamation; and
- (g) the post Amalgamation capitalization of Lakeside shall be in accordance with the capitalization table attached hereto as Schedule "A" except as agreed to by the parties in writing.

The foregoing conditions are for the benefit of Lakeside and may be waived in writing, in whole or in part, by Lakeside at any time.

Section 7.4 Merger of Conditions.

The conditions set out in Section 7.1, Section 7.2, and Section 7.3, shall be conclusively deemed to have been satisfied, waived or released on the filing by Unite and Newco of the Articles of Amalgamation, and such other documents as are required to be filed under the OBCA for acceptance by the Director to give effect to the Amalgamation and the issuance by the Director of a certificate of amalgamation.

**ARTICLE 8
AMENDMENT AND TERMINATION**

Section 8.1 Termination.

This Agreement may be terminated and the Amalgamation abandoned at any time prior to the Effective Date:

- (a) by the mutual written consent of Unite, Newco and Lakeside;
- (b) by any one of Unite or Lakeside, if there shall be any Law that makes consummation of the Amalgamation illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent Governmental Entity enjoining Newco and Unite from consummating the Amalgamation shall be entered and such judgment, injunction, order or decree shall have become final and non-appealable;
- (c) by either Unite or Lakeside, if the Effective Date does not occur on or prior to July 31, 2014 or such other date as Unite and Lakeside may agree; provided, however, that the right to terminate this Agreement under this subsection 8.1(c) shall not be available to any party whose failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Effective Date to occur on or before such date;
- (d) by Unite, if the board of directors of Lakeside fails to recommend or withdraws, modifies or changes its approval or recommendation of this Agreement and the Amalgamation, in a manner adverse to Unite;
- (e) by Lakeside, if the board of directors of Unite fails to recommend or withdraws, modifies or changes its approval or recommendation of this Agreement and the Amalgamation, in a manner adverse to Lakeside;
- (f) by either of Unite or Lakeside, by written notice to the other party, if any of the mutual conditions precedent set out in Section 7.1 hereof have not been complied with or waived on or before the date required for performance thereof; provided, however, that no party may rely on the failure to satisfy any of the conditions set out in Section 7.1 if the condition would have been satisfied but for a failure by such party in complying with its obligations hereunder;
- (g) by Lakeside, by written notice to Unite, if any of the conditions precedent set out in Section 7.3 hereof have not been complied with or waived on or before the date required for performance thereof; provided, however, that no party may rely on the failure to satisfy any of the conditions set out in Section 7.3 if the condition would have been satisfied but for a material failure by such party in complying with their obligations hereunder;
- (h) by Lakeside, if Unite has breached any of its representations, warranties, agreements or obligations herein which breach would result in the failure to satisfy one or more conditions set forth in subsections 7.3(b) or (c) and such breach is not curable or if curable, is not cured within 20 days after notice thereof has been received by Unite;
- (i) by Unite, by written notice to Lakeside, if any of the conditions precedent set out in Section 7.2 hereof have not been complied with or waived on or before the date required for performance thereof; provided, however, that no party may rely on the failure to satisfy any of the conditions set out in Section 7.2 if the condition would have been satisfied but for a material failure by such party in complying with their obligations hereunder; or
- (j) by Unite, if Lakeside has breached any of its representations, warranties, agreements or obligations herein which breach would result in the failure to satisfy one or more conditions set forth in subsections 7.2(b) or (c) and such breach is not curable or if curable, is not cured within 20 days after notice thereof has been received by Lakeside.

Section 8.2 Effect of Termination.

If this Agreement is terminated in accordance with the provisions of Section 8.1, no party shall have any further liability to perform its obligations hereunder except for the provisions of this Section 8.2 and subsection 6.3(b) and Section 9.10; provided that neither the termination of this Agreement nor anything contained in this Section 8.2 shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein. If it shall be judicially determined that termination of this Agreement under Section 8.1 was caused by breach of this Agreement, then, in addition to any other remedies at law or equity for breach of this Agreement, the party so found to have breached this Agreement shall indemnify and hold harmless the other parties for their out-of-pocket costs, including fees and expenses of their counsel, accountants, financial advisors and other experts and advisors, incident to the negotiation, preparation and execution of this Agreement and related documentation.

**ARTICLE 9
GENERAL**

Section 9.1 Investigation.

Any investigation by a party hereto and its advisors shall not mitigate, diminish or affect the representations and warranties of any other party to this Agreement.

Section 9.2 Notices.

All notices which may or are required to be given pursuant to any provision of this Agreement shall be in writing and shall be deemed given when delivered personally, faxed (which is confirmed) or dispatched (postage prepaid) to a nationally recognized overnight courier service with overnight delivery instructions, in each case addressed to the particular party at:

in the case of Unite:

Unite Capital Corp.
c/o Fogler, Rubinoff LLP
77 King Street West, Suite 3000
Toronto, ON M5K 1G8

Attention: David Stafford Johnson
Facsimile: (303) 564-9525

with a copy to:

Fogler, Rubinoff LLP
77 King Street West, Suite 3000
Toronto, ON M5K 1G8

Attention: Adam Szweras
Facsimile: (416) 941-8852

and if to Lakeside or Newco:

Lakeside Minerals Inc.
77 King Street West, Suite 2905
Toronto, ON M5K 1G8

Attention: Yannis Banks
Facsimile: (416) 777-6169

with a copy to:

Dentons Canada LLP
77 King Street West, Suite 400
Toronto, Ontario M5K 0A1

Attention: Andrew Elbaz
Facsimile: (416) 863-4704

or at such other address of which any party may, from time to time, advise the other parties by notice in writing given in accordance with the foregoing.

Section 9.3 Assignment.

No party may assign this Agreement or any of its rights, interests or obligations under this Agreement or the Amalgamation (whether by operation of law or otherwise) without the prior written consent of the other parties.

Section 9.4 Binding Effect.

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

Section 9.5 Third Party Beneficiaries.

Nothing in this Agreement, express or implied, shall be construed to create any third party beneficiaries.

Section 9.6 Waiver and Modification.

Each party to this Agreement may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

Section 9.7 No Personal Liability.

- (a) No director, officer, employee or agent of Unite shall have any personal liability whatsoever to Lakeside under this Agreement, or any other document delivered in connection with the Amalgamation on behalf of Lakeside.
- (b) No director, officer, employee or agent of Lakeside shall have any personal liability whatsoever to Unite under this Agreement, or any other document delivered in connection with the Amalgamation on behalf of Lakeside.

Section 9.8 Further Assurances.

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

Section 9.9 Expenses.

Lakeside shall bear the costs and expenses in connection with the Amalgamation including, without limitation, legal, accounting and auditing fees, regulatory and exchange fees, meeting and mailing costs, if applicable, and any fees or commissions of brokers, finders or other third parties employed in connection with the Amalgamation.

Section 9.10 Public Announcements: Appropriate Regulatory Approvals.

The parties agree to consult with each other prior to issuing any news releases or public statements with respect to the Amalgamation or the other transactions contemplated by this Agreement,

and to use their respective reasonable best efforts not to issue any news releases or public statements inconsistent with the results of such consultations. Subject to applicable Laws, each party shall use its reasonable best efforts to enable the other parties to review and comment on all such news releases prior to the release thereof. The parties agree that they will issue a joint news release with respect to this Amalgamation as soon as practicable following the execution of this Agreement.

Section 9.11 Governing Law; Consent to Jurisdiction.

This Agreement shall be governed by and be 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 jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

Section 9.12 Entire Agreement.

This Agreement, and the other agreements and other documents referred to herein, constitute the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, among the parties.

Section 9.13 Time of Essence.

Time is of the essence of this Agreement.

Section 9.14 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

Section 9.15 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.

WITNESS WHEREOF the parties hereto have executed this Agreement as of the date hereinbefore written.


UNITE CAPITAL CORP.

Per: _____

LAKESIDE ACQUISITIONS INC.

Per:  _____

LAKESIDE MINERALS INC.

Per:  _____

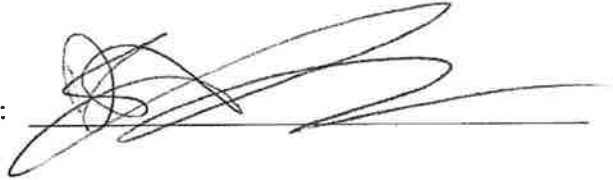
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UNITE CAPITAL CORP.

Per: _____



LAKESIDE ACQUISITIONS INC.

Per: _____

LAKESIDE MINERALS INC.

Per: _____

SCHEDULE A
POST TRANSACTION CAPITALIZATION OF LAKESIDE

Unite-Lakeside - Capital Structure

	Common Shares	Warrants	Options	Issue Price	Issue Amount	Percentage Ownership Basic	Percentage Ownership Fully Diluted
Lakeside Currently Outstanding	40,798,282	6,152,654	2,050,000				
Post 4:1 Rollback	10,199,571	1,538,164	512,500			56.0%	52.2%
Debt Settlements	5,425,906	1,869,900		\$ 0.05	\$271,295.30	29.8%	31.1%
Issued to Unite Shareholders	2,599,753	1,299,877		\$ 0.05	\$130,000	14.3%	16.6%
Total Post-Transaction	18,225,230	4,707,940	512,500			100.0%	100.0%
Fully Diluted	23,445,670						

Total CPCC Shares Out	5,323,000
Lakeside Shares to be issued	2,599,753
Lakeside Warrants to be issued	1,299,877

Effective Exchange Ratio (LAK Units per Unite Share)

0.4884