

SPECIAL WARRANT INDENTURE

Providing for the Creation and Issue of

Special Warrants

BETWEEN

CUORO RESOURCES CORP.

- and -

VALIANT TRUST COMPANY

Dated as of May 31, 2011

TABLE OF CONTENTS

ARTICLE 1 INTERPRETATION.....	2
1.1	DEFINITIONS.....2
1.2	GENDER AND NUMBER.....6
1.3	INTERPRETATION NOT AFFECTED BY HEADINGS, ETC.....6
1.4	DAY NOT A BUSINESS DAY.....6
1.5	TIME OF THE ESSENCE.....6
1.6	CURRENCY.....6
1.7	DATE OF ISSUE.....6
1.8	NO STRICT CONSTRUCTION.....6
1.9	SEVERABILITY.....7
1.10	ENGLISH LANGUAGE ONLY.....7
ARTICLE 2 THE SPECIAL WARRANTS.....	7
2.1	CREATION AND ISSUE OF SPECIAL WARRANTS.....7
2.2	FORM OF SPECIAL WARRANTS.....7
2.3	TERMS OF SPECIAL WARRANTS.....7
2.4	WARRANTHOLDER NOT A SHAREHOLDER.....8
2.5	SPECIAL WARRANTS TO RANK <i>PARI PASSU</i>8
2.6	SIGNING OF SPECIAL WARRANT CERTIFICATES.....8
2.7	CERTIFICATION BY THE WARRANT AGENT.....9
2.8	ISSUE IN SUBSTITUTION FOR SPECIAL WARRANT CERTIFICATES LOST, ETC.....9
2.9	EXCHANGE OF SPECIAL WARRANT CERTIFICATES.....9
2.10	CHARGES FOR EXCHANGE OR TRANSFER.....10
2.11	TRANSFER AND OWNERSHIP OF SPECIAL WARRANTS.....10
2.12	ASSUMPTION BY TRANSFEREE AND RELEASE OF TRANSFEROR.....11
2.13	REGISTRATION OF SPECIAL WARRANTS.....11
2.14	U.S. SECURITIES ACT.....11
2.15	ISSUE OF GLOBAL CERTIFICATES.....12
2.16	LOCATION AND RESIDENCE OF SPECIAL WARRANTHOLDERS.....15
ARTICLE 3 EXERCISE OF SPECIAL WARRANTS.....	15
3.1	METHOD OF EXERCISE OF SPECIAL WARRANTS.....15
3.2	EFFECT OF EXERCISE OF SPECIAL WARRANTS.....16
3.3	PARTIAL EXERCISE OF SPECIAL WARRANTS; FRACTIONS.....17
3.4	CANCELLATION OF SURRENDERED SPECIAL WARRANTS.....18
3.5	ACCOUNTING AND RECORDING.....18
3.6	EXPIRATION OF SPECIAL WARRANTS.....18
3.7	DEEMED EXERCISE.....18
3.8	SECURITIES RESTRICTIONS.....19
3.9	PENALTY PROVISION.....20
ARTICLE 4 ADDITIONAL RIGHTS.....	20
4.1	DEPOSITED DIVIDEND FUNDS AND PROPERTY.....20
4.2	CONDITIONS TO RELEASE OF DIVIDEND FUNDS AND PROPERTY.....21
4.3	ADMINISTRATION OF DIVIDEND FUNDS AND PROPERTY.....21
ARTICLE 5 ADJUSTMENT OF NUMBER OF SPECIAL WARRANT UNITS.....	22
5.1	ADJUSTMENT OF NUMBER OF SPECIAL WARRANT UNITS.....22
5.2	ENTITLEMENT TO SHARES ON EXERCISE OF SPECIAL WARRANT.....23
5.3	DETERMINATION BY CORPORATION'S AUDITORS.....24
5.4	PROCEEDINGS PRIOR TO ANY ACTION REQUIRING ADJUSTMENT.....24
5.5	CERTIFICATE OF ADJUSTMENT.....24
5.6	NOTICE OF ADJUSTMENT.....24

5.7	NO ACTION AFTER NOTICE.....	25
5.8	PARTICIPATION BY SPECIAL WARRANTHOLDER.....	25
5.9	OTHER ACTIONS.....	25
5.10	PROTECTION OF WARRANT AGENT	25
ARTICLE 6 RIGHTS OF THE CORPORATION AND COVENANTS.....		26
6.1	OPTIONAL PURCHASES BY THE CORPORATION	26
6.2	GENERAL COVENANTS	26
6.3	WARRANT AGENT’S REMUNERATION AND EXPENSES.....	28
6.4	SECURITIES QUALIFICATION REQUIREMENTS.....	28
6.5	PERFORMANCE OF COVENANTS BY WARRANT AGENT.....	28
ARTICLE 7 ENFORCEMENT.....		29
7.1	SUITS BY SPECIAL WARRANTHOLDERS	29
7.2	IMMUNITY OF SHAREHOLDERS, ETC.	29
7.3	WAIVER OF DEFAULT	29
ARTICLE 8 MEETINGS OF SPECIAL WARRANTHOLDERS		30
8.1	RIGHT TO CONVENE MEETINGS.....	30
8.2	NOTICE.....	30
8.3	CHAIRMAN	30
8.4	QUORUM	31
8.5	POWER TO ADJOURN	31
8.6	SHOW OF HANDS	31
8.7	POLL AND VOTING	31
8.8	REGULATIONS	32
8.9	CORPORATION AND WARRANT AGENT MAY BE REPRESENTED	32
8.10	POWERS EXERCISABLE BY EXTRAORDINARY RESOLUTION	33
8.11	MEANING OF EXTRAORDINARY RESOLUTION	34
8.12	POWERS CUMULATIVE	34
8.13	MINUTES	35
8.14	INSTRUMENTS IN WRITING	35
8.15	BINDING EFFECT OF RESOLUTIONS	35
8.16	HOLDINGS BY CORPORATION OR SUBSIDIARIES DISREGARDED	35
ARTICLE 9 SUPPLEMENTAL INDENTURES		36
9.1	PROVISION FOR SUPPLEMENTAL INDENTURES FOR CERTAIN PURPOSES.....	36
9.2	SUCCESSOR CORPORATIONS.....	37
ARTICLE 10 CONCERNING THE WARRANT AGENT		37
10.1	LEGISLATION.....	37
10.2	RIGHTS AND DUTIES OF WARRANT AGENT	37
10.3	EVIDENCE, EXPERTS AND ADVISERS	38
10.4	DOCUMENTS, MONIES, ETC. HELD BY TRUSTEE	39
10.5	ACTIONS BY WARRANT AGENT TO PROTECT INTEREST	39
10.6	WARRANT AGENT NOT REQUIRED TO GIVE SECURITY	40
10.7	PROTECTION OF WARRANT AGENT	40
10.8	REPLACEMENT OF WARRANT AGENT; SUCCESSOR BY MERGER	40
10.9	CONFLICT OF INTEREST	42
10.10	ACCEPTANCE OF DUTIES	42
10.11	WARRANT AGENT NOT TO BE APPOINTED RECEIVER	43
10.12	RELIANCE BY THE WARRANT AGENT.....	43
10.13	INDEMNITY OF WARRANT AGENT	43
10.14	RIGHT NOT TO ACT.....	43
10.15	THIRD PARTY INTERESTS	44

ARTICLE 11 GENERAL	44
11.1 NOTICE TO THE CORPORATION AND THE WARRANT AGENT	44
11.2 NOTICE TO SPECIAL WARRANTHOLDERS	45
11.3 OWNERSHIP OF SPECIAL WARRANTS	45
11.4 COUNTERPARTS	46
11.5 SATISFACTION AND DISCHARGE OF INDENTURE.....	46
11.6 PROVISIONS OF INDENTURE AND SPECIAL WARRANTS FOR THE SOLE BENEFIT OF PARTIES AND SPECIAL WARRANTHOLDERS.....	46
11.7 SPECIAL WARRANTS OWNED BY THE CORPORATION OR ITS SUBSIDIARIES – CERTIFICATE TO BE PROVIDED.....	46
11.8 WAIVER	47
11.9 GOVERNING LAW	47
ACKNOWLEDGEMENT AND DIRECTION OF TRANSFEREE.....	10

THIS SPECIAL WARRANT INDENTURE is made as of the 31st day of May, 2011,

BETWEEN:

CUORO RESOURCES CORP., a corporation incorporated
under the laws of the Province of British Columbia

(hereinafter referred to as the “Corporation”)

OF THE FIRST PART

AND:

VALIANT TRUST COMPANY, a trust company existing under
the laws of Canada

(hereinafter referred to as the “Warrant Agent”)

OF THE SECOND PART

WHEREAS:

(A) The Corporation is proposing to create and issue up to an aggregate of 6,690,000 Special Warrants issued on a bought deal private placement basis at a price of \$2.00 per Special Warrant upon the terms and conditions set forth in this Indenture;

(B) One (1) Special Warrant shall, subject to adjustment as provided for in this Indenture, entitle the holder to acquire one (1) Special Warrant Unit at no additional cost upon the terms and conditions set forth in this Indenture provided that one (1) Special Warrant shall, subject to adjustment as provided for in this Indenture, entitle the holder thereof to acquire 1.1 Special Warrant Units in the event that a Receipt for the Prospectus is not obtained prior to the Qualifying Deadline;

(C) All necessary acts and deeds have been undertaken and performed to make the Special Warrants, when created as provided in this Indenture, legal, valid and binding upon the Corporation, with the benefits set forth in, and subject to the terms of, this Indenture;

(D) The foregoing recitals are made as representations and statements of fact of the Corporation and not by the Warrant Agent;

NOW THEREFORE, THIS INDENTURE WITNESSETH that for good and valuable consideration mutually given and received, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1

INTERPRETATION

1.1 Definitions

In this Indenture, including the recitals and schedules hereto and in all indentures supplemental hereto, the following words and terms shall have the indicated meanings:

- (a) “**1933 Act**” means the United States Securities Act of 1933, as amended;
- (b) “**Adjustment Period**” has the meaning ascribed thereto in section 5.1(a);
- (c) “**Applicable Legislation**” means such provisions of any statute of Canada or of a province thereof, and of regulations under any such statute, relating to special warrant indentures or to the rights, duties and obligations of corporations and of agents under special warrant indentures, as are from time to time in force and applicable to this Indenture;
- (d) “**Beneficial Owner**” means a person that has a beneficial interest in a Special Warrant that is represented by a Global Certificate;
- (e) “**Business Day**” means a day other than a Saturday, Sunday or other statutory holiday in British Columbia;
- (f) “**Closing Date**” means May 31, 2011 being the date of completion of the purchase and sale of the Special Warrants;
- (g) “**Common Shares**” means fully paid and non-assessable common shares in the capital of the Corporation as presently constituted and, where the context requires, shall include Special Warrant Shares and/or Purchase Warrant Shares;
- (h) “**Corporation’s Auditors**” means a firm of chartered accountants duly appointed as auditors of the Corporation;
- (i) “**Counsel**” means a barrister or solicitor or a firm of barristers and solicitors, which may include counsel for the Corporation, retained by the Warrant Agent or retained by the Corporation and acceptable to the Warrant Agent;
- (j) “**Deemed Exercise Notice**” means a written notice in the form set out in Schedule C attached hereto executed by the Corporation;
- (k) “**Depository**” or “**CDS**” means CDS Clearing and Depository Services Inc.;
- (l) “**director**” means a director of the Corporation for the time being and, unless otherwise specified herein, reference to action “by the directors” means action by the directors of the Corporation as a board or, whenever duly empowered, action by any committee of such board;

- (m) “**Dividend Funds**” means all cash dividends and other distributions deposited with the Warrant Agent pursuant to subsection 6.2(k);
- (n) “**Effective Date**” means May 31, 2011;
- (o) “**Exercise Date**” means, with respect to any Special Warrant either (i) the date on which the Special Warrant Certificate representing such Special Warrant is surrendered for exercise pursuant to section 3.1; or (ii) the date Special Warrants are deemed to be exercised pursuant to section 3.7;
- (p) “**Expiry Date**” means the earlier of:
 - (i) three (3) Business Days after the Qualification Date; and
 - (ii) four (4) months and a day following the Closing Date;
- (q) “**Expiry Time**” means 9:00 a.m. (Vancouver time) on the Expiry Date;
- (r) “**extraordinary resolution**” has the meaning set forth in section 8.11;
- (s) “**Global Certificate(s)**” means a book-entry only global certificate representing the Special Warrants purchased by Canadian [and off-shore] purchasers issued pursuant to section 2.1 and registered in the name of the Depository as custodian for Participants and Beneficial Owners;
- (t) “**MI 11-102**” means Multilateral Instrument 11-102 – *Passport System*;
- (u) “**NP 11-202**” means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;
- (v) “**Participant**” means a person recognized by the Depository as a participant in the book entry only securities registration and transfer system administered by the Depository;
- (w) “**Penalty Provision**” has the meaning ascribed thereto in section 3.9(b);
- (x) “**person**” means an individual, body corporate, partnership, trust, trustee, executor, administrator, legal representative or any unincorporated organization;
- (y) “**Preliminary Prospectus**” means the preliminary prospectus, and any amendment thereto, to be filed under NP 11-202 with the Securities Commissions in each of the Selling Jurisdictions in respect of the distribution of Special Warrant Shares upon the exercise of the Special Warrants;
- (z) “**Property**” means all property and securities deposited with the Warrant Agent pursuant to subsection 6.2(k);
- (aa) “**Prospectus**” means the final prospectus, and any amendment thereto, to be filed with the Securities Commissions in each of the Selling Jurisdictions in respect of the

distribution of Special Warrant Shares and Purchase Warrants upon the exercise of the Special Warrants;

(bb) “**Purchase Warrants**” means each whole purchase warrant issued by the Corporation exchangeable into one Purchase Warrant Share at a price of \$2.50 per Common Share for a period of 24 months from the Closing Date;

(cc) “**Purchase Warrant Indenture**” means the indenture entered into effective May 31, 2011 between the Corporation and Valiant Trust Company governing the Purchase Warrants;

(dd) “**Purchase Warrant Shares**” means the Common Shares issuable on exercise of the Purchase Warrants in accordance with the Purchase Warrant Indenture;

(ee) “**Qualification Date**” means the date on which a Receipt for the Prospectus has been obtained by the Corporation;

(ff) “**Qualifying Deadline**” means July 15, 2011, being the date which is 45 days following the Closing Date;

(gg) “**Receipt**” means a receipt for the Prospectus issued (or deemed to be issued) by the Securities Commissions in accordance with MI 11-102 and NP 11-202;

(hh) “**Securities Commissions**” means the securities commissions or similar regulatory authorities in the Selling Jurisdictions;

(ii) “**Selling Jurisdictions**” means each of the provinces (except for and excluding the province of Quebec) in which sales of Special Warrants have been made and where the Corporation was required to file a Prospectus pursuant to the terms of the Underwriting Agreement to qualify the distribution of the Special Warrant Units;

(jj) “**Shareholder**” means a holder of record of one or more Common Shares;

(kk) “**Special Warrants**” means the special warrants created, issued and certified hereunder and for the time being outstanding entitling the holders thereof to acquire Special Warrant Units;

(ll) “**Special Warrant Certificate**” means a certificate, in substantially the form set forth in Schedule “A”, issued on or after the Effective Date to evidence Special Warrants;

(mm) “**Special Warrantholders**” or “**holders**” without reference to Special Warrant Units, means the persons who, on or after the Effective Date, are registered owners of Special Warrants;

(nn) “**Special Warrantholders’ Request**” means an instrument signed in one or more counterparts by Special Warrantholders holding in the aggregate not less than 25% of the aggregate number of Special Warrants, then unexercised and outstanding, requesting that the Warrant Agent take some action or proceeding specified in such instrument;

- (oo) “**Special Warrant Shares**” means the Common Shares issuable upon the exercise or deemed exercise of Special Warrants;
- (pp) “**Special Warrant Units**” means the units of the Corporation issuable upon the exercise of Special Warrants consisting of one (1) Special Warrant Share and one-half of one Purchase Warrant;
- (qq) “**Subsidiary of the Corporation**” or “**Subsidiary**” means any corporation of which more than fifty (50%) percent of the outstanding Voting Shares are owned, directly or indirectly, by or for the Corporation, provided that the ownership of such shares confers the right to elect at least a majority of the board of directors of such corporation and includes any corporation in like relation to a Subsidiary;
- (rr) “**Successor Corporation**” has the meaning set forth in section 9.2;
- (ss) “**this Special Warrant Indenture**”, “**this Indenture**”, “**herein**”, “**hereby**” and similar expressions mean and refer to this Indenture and any indenture, deed or instrument supplemental hereto; and the expressions “**Article**”, “**section**”, “**subsection**” and “**paragraph**” followed by a number mean and refer to the specified article, section, subsection or paragraph of this Indenture;
- (tt) “**Trading Day**” means a day on which the TSXV is open for the transaction of business;
- (uu) “**TSXV**” means the TSX Venture Exchange;
- (vv) “**Underwriters**” means collectively, Canaccord Genuity Corp. and Scotia Capital Inc.;
- (ww) “**Underwriting Agreement**” means the Underwriting Agreement dated as of May 31, 2011 among the Corporation and the Underwriters;
- (xx) “**United States**” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;
- (yy) “**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;
- (zz) “**Voting Shares**” means shares of the capital stock of any class of any corporation carrying voting rights under all circumstances, provided that, for the purposes of such definition, shares which only carry the right to vote conditionally on the happening of an event shall not be considered Voting Shares, whether or not such event shall have occurred, nor shall any shares be deemed to cease to be Voting Shares solely by reason of a right to vote accruing to shares of another class or classes by reason of the happening of any such event;

(aaa) “**Warrant Agency**” means the principal office of the Warrant Agent in the City of Vancouver, British Columbia, or such other places as may be designated in accordance with subsection 3.1(c);

(bbb) “**Warrant Agent**” means Valiant Trust Company or its successors from time to time in the duties hereby created; and

(ccc) “**written order of the Corporation**”, “**written request of the Corporation**”, “**written consent of the Corporation**” and “**certificate of the Corporation**” means, respectively, a written order, request, consent and certificate signed in the name of the Corporation by its Executive Chairman or Chief Executive Officer, and may consist of one or more instruments so executed.

1.2 Gender and Number

Unless herein otherwise expressly provided or unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

1.3 Interpretation not Affected by Headings, etc.

The division of this Indenture into Articles and Sections, the provision of a table of contents and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Indenture or any provision hereof.

1.4 Day not a Business Day

In the event that any day on or before which any action is required to be taken under this Indenture is not a Business Day, then such action shall be required to be taken at or before the requisite time on the next succeeding day that is a Business Day.

1.5 Time of the Essence

Time shall be of the essence of this Indenture.

1.6 Currency

Except as otherwise provided, all dollar amounts herein are expressed in Canadian dollars.

1.7 Date of Issue

A receipt for a Preliminary Prospectus or Prospectus shall conclusively be deemed to be issued on the date appearing on such receipt as such receipt’s date.

1.8 No Strict Construction

The language used in this Indenture is the language chosen by the parties to express their mutual intent, and no rule of strict construction shall be applied against either party.

1.9 Severability

If, in any jurisdiction, any provision of this Indenture or its application to either party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Indenture and without affecting the validity or enforceability of such provision in any other jurisdiction or without affecting its application to other parties or circumstances.

1.10 English Language Only

The parties to this Indenture hereby agree and request that this Indenture, and any documents related thereto, including without limitation the Special Warrant Certificates, be drafted only in the English language.

ARTICLE 2

THE SPECIAL WARRANTS

2.1 Creation and Issue of Special Warrants

Subject to adjustments contained herein, 6,690,000 Special Warrants, entitling the holders thereof to acquire Special Warrant Units on the terms and subject to the conditions herein provided, are hereby created and authorized for issuance at a price of \$2.00 for each Special Warrant, and on the date of issuance of the Special Warrants, Special Warrant Certificates for the same shall be executed by the Corporation and delivered to the Warrant Agent, to be certified and delivered by or on behalf of the Warrant Agent upon the written order of the Corporation, without the Warrant Agent receiving consideration therefor.

2.2 Form of Special Warrants

(a) The Special Warrant Certificates (including all replacements issued in accordance with this Indenture), subject to section 2.14, shall be substantially in the form set out in Schedule "A", shall be dated the Effective Date, shall bear such legends and distinguishing letters and numbers as the Corporation may, with the approval of the Warrant Agent, prescribe and shall be issuable in any denomination excluding fractions.

(b) The Special Warrant Certificates may be engraved, lithographed or printed (the expression "printed", including for purposes hereof, mechanically, photographically, photostatically or electronically reproduced, typewritten or other written material), or partly in one form and partly in another, as the Corporation may determine.

2.3 Terms of Special Warrants

(a) Subject to subsection 2.3(b) and 2.3(d) each Special Warrant created and delivered hereunder shall entitle the holder thereof, upon exercise, to acquire one (1)

Special Warrant Unit, at any time after the Effective Date until the Expiry Time at no additional cost to the holder.

(b) Subject to subsection 2.3(d), if a Receipt for the Prospectus is not obtained on or prior to the Qualifying Deadline, holders of Special Warrants shall be entitled to receive from the Corporation upon the exercise or deemed exercise of the Special Warrants, 1.1 Special Warrant Units (in lieu of one (1) Special Warrant Unit otherwise issuable) from the Corporation without payment of additional consideration.

(c) No fractional Special Warrants shall be created or otherwise provided for hereunder.

(d) The number of Special Warrant Units which may be acquired pursuant to the exercise of Special Warrants shall be adjusted in the events and in the manner specified in Article 5.

(e) Each Special Warrant shall entitle the holder thereof to such other rights and privileges as set forth in this Indenture.

2.4 Warrantholder not a Shareholder

Nothing in this Indenture or in the holding of a Special Warrant or Special Warrant Certificate or otherwise, shall, in itself, confer or be construed as conferring upon a Special Warrantholder any right or interest whatsoever as a Shareholder or as any other shareholder of the Corporation, including, but not limited to, the right to vote at, to receive notice of, or to attend, meetings of Shareholders or any other proceedings of the Corporation, or the right to receive dividends and other distributions other than Dividend Funds, Property or securities required to be paid and delivered, respectively, pursuant to sections 4.2 and 6.2(k).

2.5 Special Warrants to Rank *Pari Passu*

All Special Warrants shall rank *pari passu*, whatever may be the actual date of issue thereof.

2.6 Signing of Special Warrant Certificates

The Special Warrant Certificates shall be signed by any one (1) director or officer of the Corporation and need not be under the seal of the Corporation. The signatures of such director or officer may be mechanically reproduced by way of photocopy or facsimile and Special Warrant Certificates bearing such photocopy or facsimile signatures shall be binding upon the Corporation as if they had been manually signed by such director or officer. Notwithstanding that any persons whose manual or facsimile signature appears on any Special Warrant Certificate as a director or officer may no longer hold office at the date of such Special Warrant Certificate or at the date of certification or delivery thereof, any Special Warrant Certificate signed as aforesaid shall, subject to section 2.7, be valid and binding upon the Corporation and the holder thereof shall be entitled to the benefits of this Indenture.

2.7 Certification by the Warrant Agent

(a) Until receipt of a written order by the Corporation, no Special Warrant Certificate shall be issued or, if issued, shall be valid for any purpose or entitle the holder thereof to the benefit of this Indenture until it has been certified by manual signature by or on behalf of the Warrant Agent substantially in the form set out in Schedule "A" and such certification by the Warrant Agent upon any such Special Warrant Certificate shall be conclusive evidence as against the Corporation that the said Special Warrant Certificate so certified has been duly issued hereunder and that the holder thereof is entitled to the benefits of this Indenture.

(b) The certification of the Warrant Agent on Special Warrant Certificates issued hereunder shall not be construed as a representation or warranty by the Warrant Agent as to the validity of this Indenture or the Special Warrant Certificates (except the due certification thereof), or as to the performance by the Corporation of its obligations hereunder, and the Warrant Agent shall in no respect be liable or answerable for the use made of the Special Warrant Certificates or any of them or of the consideration therefor except, as otherwise specified herein.

2.8 Issue in Substitution for Special Warrant Certificates Lost, etc.

(a) If any Special Warrant Certificate becomes mutilated or is lost, destroyed or stolen, the Corporation, subject to applicable law, shall issue and thereupon the Warrant Agent shall certify and deliver, a new Special Warrant Certificate of like tenor as the one mutilated, lost, destroyed or stolen in exchange for and in place of and upon cancellation of such mutilated Special Warrant Certificate, or in lieu of and in substitution for such lost, destroyed or stolen Special Warrant Certificate, and the substituted Special Warrant Certificate shall be substantially in the form set out in Schedule "A" and the Special Warrant evidenced thereby shall be entitled to the benefits hereof and shall rank equally, in accordance with their terms, with all other Special Warrants created or to be created hereunder.

(b) The applicant for the issue of a new Special Warrant Certificate pursuant to this section 2.8 shall bear the cost of the issue thereof and in case of loss, destruction or theft shall, as a condition precedent to the issue thereof, furnish to the Corporation and to the Warrant Agent such evidence of ownership and of the loss, destruction or theft of the Special Warrant Certificate so lost, destroyed or stolen as shall be satisfactory to the Corporation and to the Warrant Agent in their sole discretion, and such applicant shall also be required to furnish an indemnity and surety bond in such amount and form as the Corporation and the Warrant Agent may, in their discretion, acting reasonably, consider necessary or desirable and shall pay the reasonable charges of the Warrant Agent in connection therewith.

2.9 Exchange of Special Warrant Certificates

(a) Special Warrant Certificates representing any number of Special Warrants may, upon compliance with the reasonable requirements of the Warrant Agent, be exchanged

for one or more other Special Warrant Certificate or Special Warrant Certificates representing the same aggregate number of Special Warrants as represented by the Special Warrant Certificate or Special Warrant Certificates tendered for exchange.

(b) Special Warrant Certificates may be exchanged only at the Warrant Agency or at any other place that is designated by the Corporation, with the approval of the Warrant Agent. Any Special Warrant Certificate tendered for exchange shall be surrendered to and cancelled by the Warrant Agent.

2.10 Charges for Exchange or Transfer

Except as otherwise provided in this Indenture, the Warrant Agent may charge to a holder requesting an exchange or transfer of a Special Warrant Certificate or Special Warrant Certificates a reasonable sum for each new certificate issued in exchange for an existing Special Warrants Certificate(s), and payment of such charges and reimbursement of the Warrant Agent or the Corporation for any and all stamp taxes or governmental or other charges required to be paid shall be made by such holder as a condition precedent to such exchange or transfer.

2.11 Transfer and Ownership of Special Warrants

(a) Subject to section 2.15, the Special Warrants may only be transferred on the register maintained at the Warrant Agency by the holder or its legal representative or its attorney duly appointed by an instrument in writing in form and execution satisfactory to the Warrant Agent only upon surrendering to the Warrant Agent the Special Warrant Certificate or Special Warrant Certificates representing the Special Warrants to be transferred together with a payment representing any reasonable transfer fees charged by the Warrant Agent and upon compliance with:

- (i) the conditions set forth in this Indenture;
- (ii) such reasonable requirements as the Warrant Agent may prescribe; and
- (iii) all applicable securities legislation and applicable requirements of regulatory authorities;

and such transfer shall be duly noted in such register by the Warrant Agent. Upon compliance with such requirements, the Warrant Agent shall issue to the transferee one or more Special Warrant Certificates representing the Special Warrants transferred.

(b) The Corporation and the Warrant Agent will deem and treat the registered owner of any Special Warrant Certificate as the beneficial owner thereof for all purposes and except as contemplated by this Indenture, neither the Corporation nor the Warrant Agent shall be affected by any notice to the contrary except where the Corporation or the Warrant Agent is required to take notice by statute or by order of a court of competent jurisdiction.

(c) Upon any transfer of Special Warrants in accordance with the provisions of this Indenture, the Corporation covenants and agrees with the Warrant Agent, on behalf of

such transferee holder, and with the transferee holder, that the transferee holder is a permitted assignee of the transferring holder for the purposes of section 9.2 of the subscription agreement for the Special Warrants and is entitled to the benefits of the covenant set forth in the subscription agreement subject, in each case, to the restrictions and limitations described therein.

(d) Subject to the provisions of this Indenture and applicable law, the Special Warrantholders shall be entitled to the rights and privileges attaching to the Special Warrants. In addition, holders of Special Warrants will also be entitled to any Dividend Funds, Property or securities required to be paid and delivered, respectively, pursuant to section 4.2 and subsection 6.2(k). The issue of Special Warrant Units by the Corporation upon the exercise or deemed exercise of the Special Warrants by any Special Warrantholder, as applicable, in accordance with the terms and conditions herein contained (together with the payment by the Warrant Agent of the amount, if any, and the delivery by the Warrant Agent of the Dividend Funds, Property or securities, if any required to be paid and delivered under this Indenture), shall discharge all responsibilities of the Corporation and the Warrant Agent with respect to such Special Warrants and neither the Corporation nor the Warrant Agent shall be bound to enquire into the title of any such holder.

2.12 Assumption by Transferee and Release of Transferor

Upon becoming a Special Warrantholder in accordance with the provisions of this Indenture, the transferee thereof shall be deemed to have acknowledged and agreed to be bound by this Indenture. Upon the registration of such transferee as the holder of a Special Warrant, the transferor shall cease to have any further rights and obligations under this Indenture with respect to the transferred Special Warrants or the Special Warrant Units issuable in respect thereof.

2.13 Registration of Special Warrants

Subject to section 2.15, the Warrant Agent shall keep at the Warrant Agency: (i) a register of Special Warrantholders in which shall be entered in alphabetical order the names and addresses of the holders of Special Warrants and particulars of the Special Warrants held by them; and (ii) a register of transfers in which all transfers of Special Warrants and the date and other particulars of each transfer shall be entered. Branch registers shall also be kept at such other place or places, if any, as the Corporation, with the approval of the Warrant Agent, may designate. Such registers will at all reasonable times be open for inspection by the Corporation and/or any Special Warrantholder. The Warrant Agent will from time to time when requested to do so by the Corporation, upon payment of the Warrant Agent's reasonable charges, furnish a list of the names and addresses of Special Warrantholders showing the number of Special Warrants held by each such Special Warrantholder.

2.14 U.S. Securities Act

(a) The Warrant Agent acknowledges that none of the Special Warrants, Special Warrant Units, Special Warrant Shares, Purchase Warrants or Purchase Warrant Shares have been registered under the 1933 Act or any state securities laws.

(b) If the transferee of a Special Warrant is in the United States, each Special Warrant Certificate and each certificate representing Special Warrant Shares and Purchase Warrants issued upon the exercise of such Special Warrants (and each Special Warrant Certificate, Special Warrant Share certificate and Purchase Warrant certificate issued in exchange therefor or in substitution on transfer thereof) shall bear the following legend:

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "1933 ACT"), OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF CUORO RESOURCES CORP. THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO CUORO RESOURCES CORP., (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH REGULATION S UNDER THE 1933 ACT (C) IN ACCORDANCE WITH RULE 144A UNDER THE 1933 ACT, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT AND, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS AFTER, IN THE CASE OF TRANSFERS UNDER CLAUSE D, THE HOLDER HAS FURNISHED TO CUORO RESOURCES CORP. AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE REASONABLY SATISFACTORY TO CUORO RESOURCES CORP. TO SUCH EFFECT.

DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA.

provided, that if the Special Warrants or the Special Warrant Shares and Purchase Warrants issuable under the Special Warrants are being sold in compliance with the requirements of Rule 904 of Regulation S, the above legend may be removed by providing a declaration to the Warrant Agent, to the effect set forth in Schedule "B" hereto; *provided further*, that, if any of the Special Warrants or the Special Warrant Shares and Purchase Warrants issuable under the Special Warrants are being transferred pursuant to Rule 144(b)(1) of the 1933 Act, the legend may be removed by delivery to the Warrant Agent of an opinion of counsel of recognized standing in form and substance satisfactory to the Corporation, to the effect that the legend is no longer required under applicable requirements of the 1933 Act or state securities laws and the Corporation shall use its reasonable best efforts to cause the Warrant Agent to remove the foregoing legend within three (3) Business Days of receipt of the foregoing and approval by the Corporation to do so.

2.15 Issue of Global Certificates

(a) Special Warrant Certificates may be issued in the form of one or more Global Certificates registered in the name of the Depository or its nominee, and in such event the

Corporation shall execute and the Warrant Agent shall countersign and deliver one or more Global Certificates that shall:

- (i) represent the aggregate number of Special Warrants to be represented by such Global Certificate(s);
- (ii) be delivered by the Warrant Agent to the Depository or pursuant to the Depository's instructions; and
- (iii) bear a legend substantially to the following effect:

“UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. (“CDS”) TO CUORO RESOURCES CORP. (THE “ISSUER”) OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS, HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE. THIS CERTIFICATE IS ISSUED PURSUANT TO A BOOK-ENTRY ONLY SECURITIES SERVICES AGREEMENT BETWEEN THE ISSUER AND CDS, AS SUCH AGREEMENT MAY BE REPLACED OR AMENDED FROM TIME TO TIME.”

(b) Owners of the beneficial interests in Special Warrants represented by a Global Certificate shall not receive or be entitled to receive Special Warrant Certificates in definitive form and shall not be considered owners or holders thereof under this Indenture or any supplemental indenture except in circumstances where the Depository resigns or is removed from its responsibility and the Warrant Agent is unable or does not wish to locate a qualified successor. Transfers of beneficial ownership in any Special Warrant represented by a Global Certificate between Participants will be effected only in accordance with the rules and procedures of the Depository.

(c) All references herein to actions by, notices given or payments made to Special Warrantheolders shall, where Special Warrants are held through the Depository, refer to actions taken by, or notices given or payments made to, the Depository. For the purposes of any provision hereof requiring or permitting actions with the consent of or at the direction of Special Warrantheolders evidencing a specified percentage of the aggregate

Special Warrants outstanding, such direction or consent may be given by the Depository as the registered holder of Special Warrants.

(d) The rights of Beneficial Owners shall be limited to those established by applicable law and agreements between the Depository and Participants and between such Participants and Beneficial Owners and must be exercised through a Participant in accordance with the rules and procedures of the Depository.

(e) For so long as Special Warrants are held through the Depository, if any notice or other communication is required to be given to Special Warrantholders, the Warrant Agent shall give such notices and communications to the Depository.

(f) Subject to subsections 2.15(i) and 2.15(j), neither the Corporation nor the Warrant Agent shall be under any obligation to deliver to any Participant or Beneficial Owner, nor shall any Participant or Beneficial Owner have any right to require the delivery of Special Warrant Certificates in definitive form or other instrument evidencing any interest in Special Warrants and shall not be considered owners or holders thereof under this Indenture or supplemental indenture.

(g) If any Special Warrant is represented by a Global Certificate and any of the following events occurs:

(i) the Depository or the Corporation has notified the Warrant Agent that (a) the Depository is unwilling or unable to continue or is removed from its responsibility as depository or (b) the Depository ceases to be a clearing agency in good standing under applicable laws and, in either case, the Corporation is unable to locate a qualified successor depository within 90 days receipt of such notice; or

(ii) the Corporation or the Depository is required by applicable law to take the action contemplated in this subsection 2.15(g);

then one or more definitive fully registered Special Warrant Certificates shall be executed by the Corporation and countersigned and delivered by the Warrant Agent to the Depository in exchange for the Global Certificate(s) so surrendered by the Depository.

(h) Fully registered Special Warrant Certificates issued and exchanged pursuant to subsection 2.15(g) shall be registered in such names and in such denominations as the Depository shall instruct the Warrant Agent, provided that the aggregate number of Special Warrants represented by such Special Warrant Certificates shall be equal to the aggregate number of Special Warrants represented by the Global Certificate(s) so exchanged. Upon exchange of a Global Certificate for one or more Special Warrant Certificates in definitive form, such Global Certificate shall be cancelled by the Warrant Agent.

(i) Notwithstanding anything herein or in the terms of the Special Warrant Certificates to the contrary, neither the Corporation nor the Warrant Agent nor any agent thereof shall have any responsibility or liability for (i) the records maintained by the Depository relating to any ownership interests or any other interests in the Special

Warrants or the depository system maintained by the Depository, or payments made by the Depository or its nominee on account of any ownership interest or any other interest of any person in any Special Warrant represented by any Global Certificate (other than the applicable Depository or its nominee), (ii) for maintaining, supervising or reviewing any records of the Depository or any Participant relating to any such interest, or (iii) any advice or representation made or given by the Depository or those contained herein that relate to the rules, procedures and regulations of the Depository or any action to be taken by the Depository on its own direction or at the direction of any Participant. Nothing herein shall prevent the owners of beneficial interests in Special Warrants represented by a Global Certificate from voting such Special Warrants through the Depository.

(j) The provisions of section 2.11 and 2.14 with respect to the transfer of Special Warrants and the provisions of section 2.13 with respect to the registration of Special Warrants are subject to the provisions of this section 2.15.

(k) Each of the parties hereto acknowledges and agrees that Beneficial Owners, through their respective Participants, are collectively entitled, under the terms hereof, to all of the rights accorded to registered holders of Special Warrants and are bound by all of the obligations of such Special Warrantholders.

2.16 Location and Residence of Special Warrantholders

A Special Warrantholder shall be deemed to be in the jurisdiction of, and resident in, the jurisdiction shown as the registered address of such holder on the register of Special Warrants maintained by the Warrant Agent, or the address of the purchaser of the Special Warrants as set forth in the transfer forms in respect of a transfer of the Special Warrants.

ARTICLE 3

EXERCISE OF SPECIAL WARRANTS

3.1 Method of Exercise of Special Warrants

(a) The holder of any Special Warrant may exercise the right conferred on such holder to acquire Special Warrant Units by surrendering to the Warrant Agent at the Warrant Agency, after the Effective Date and prior to the Expiry Time, the applicable Special Warrant Certificate with a duly completed and executed exercise form. A Special Warrant Certificate with the duly completed and executed exercise form referred to in this subsection 3.1(a) shall be deemed to be surrendered only upon personal delivery thereof or, if sent by mail or other means of transmission, upon actual receipt thereof by the Warrant Agent at the Warrant Agency.

(b) Any exercise form referred to in subsection 3.1(a) shall be signed by the Special Warrantholder and shall specify:

- (i) the number of Special Warrant Units, which the holder wishes to acquire (being not more than the number of Special Warrant Units which the holder is entitled to acquire pursuant to the Special Warrant Certificate(s) surrendered);
- (ii) the person or persons in whose name or names the Special Warrant Shares and Purchase Warrants comprising such Special Warrant Units are to be issued;
- (iii) the address or addresses of such person or persons; and
- (iv) the number of Special Warrant Shares and Purchase Warrants, to be issued to each such person if more than one is so specified.

If any of the Special Warrant Units subscribed for are to be issued to a person or persons other than the Special Warrantholder, the Special Warrantholder shall pay to the Corporation or the Warrant Agent on behalf of the Corporation, all applicable transfer or stamp taxes or government or other charges and the Corporation shall not be required to issue or deliver certificates evidencing Special Warrant Shares and Purchase Warrants, unless or until such Special Warrantholder has paid to the Corporation, or the Warrant Agent on behalf of the Corporation, the amount of such tax or charge or shall have established to the satisfaction of the Corporation that such tax or charge has been paid or that no tax is due.

(c) In connection with the exchange of Special Warrant Certificates and the exercise of Special Warrants and compliance with such other terms and conditions hereof as may be required, the Corporation has appointed the principal offices of the Warrant Agent in Vancouver, British Columbia as the agency at which Special Warrant Certificates may be surrendered for exchange or at which Special Warrants may be exercised and the Warrant Agent has accepted such appointment. The Corporation may, from time to time, designate alternate or additional places as the Warrant Agency and shall give notice to the Warrant Agent of any change of the Warrant Agency.

(d) A Beneficial Owner who desires to exercise his or her Special Warrants must do so by arranging through a Participant for the issuance of a physical Special Warrant Certificate and completing and delivering to the Warrant Agent the Exercise Form attached to the Special Warrant Certificate, specifying the number of Special Warrants exercised and providing instructions for the registration of the Special Warrant Shares and Purchase Warrants issuable upon such exercise.

3.2 Effect of Exercise of Special Warrants

(a) Upon compliance by the holder of any Special Warrant Certificate with the provisions of section 3.1 or upon deemed exercise pursuant to section 3.7, and subject to section 3.3, the Special Warrant Units to be issued upon the exercise of any Special Warrants shall be deemed to have been issued and the person or persons to whom such Special Warrant Units are to be issued shall be deemed to have become the holder or holders of record of the Special Warrant Shares and Purchase Warrants comprising such Special Warrant Units on the Exercise Date, unless the transfer registers of the Corporation shall be closed on such date, in which case the Special Warrant Shares and

Purchase Warrants to be issued upon the exercise of any Special Warrants shall be deemed to have been issued and such person or persons deemed to have become the holder or holders of record of such Special Warrant Shares and Purchase Warrants on the date on which such transfer registers are reopened.

(b) Subject to section 3.7 and subject to adjustment in accordance with Article 5, within three (3) Business Days after the Exercise Date of a Special Warrant as set forth above, the Corporation shall cause to be delivered to the person or persons in whose name or names Special Warrant Shares and Purchase Warrants have been issued upon the exercise of Special Warrants, as specified in the exercise form, at the address specified in such exercise form or, if so specified in such exercise form, cause to be delivered to such person or persons at the Warrant Agency where the Special Warrant Certificate was surrendered, a certificate or certificates for the appropriate number of Special Warrant Shares and Purchase Warrants.

(c) Notwithstanding any other provision of this Indenture, the Corporation may use the book based system of CDS in order to evidence the Special Warrant Shares and the Purchase Warrants issued in accordance herewith if requested by the Special Warrantholder or if the Special Warrants exercisable into such Special Warrant Shares and Purchase Warrants are represented by one or more Global Certificate(s) registered in the name of the Depository or its nominee, in which case the appropriate modifications shall be deemed to have been made to the terms of this Indenture in order to permit compliance with the operating procedures of such book based system.

3.3 Partial Exercise of Special Warrants; Fractions

(a) The holder of any Special Warrants may exercise his right to acquire Special Warrant Units in part and may thereby acquire a number of Special Warrant Units less than the aggregate number which the holder is entitled to acquire pursuant to the applicable Special Warrant Certificate(s) surrendered in connection therewith, provided that, in no event shall fractional Special Warrant Shares or Purchase Warrants be issued with regard to the applicable Special Warrants exercised. In the event of any acquisition of a number of Special Warrant Shares or Purchase Warrants less than the number which the holder is entitled to acquire, the holder of the applicable Special Warrants shall, upon exercise thereof, be entitled to receive, without charge therefor, a new Special Warrant Certificate or Special Warrant Certificates representing the balance of the Special Warrant Units which such holder was entitled to acquire pursuant to the applicable surrendered Special Warrant Certificate(s) and which were not then acquired.

(b) Notwithstanding anything contained in this Indenture, including any adjustment provided for in Article 5, the Corporation shall not be required, upon the exercise of any Special Warrants, to issue fractions of Special Warrant Units or to issue certificates which evidence a fractional Special Warrant Unit. Any Special Warrant Shares and Purchase Warrants comprising Special Warrant Units that are issued pursuant to the terms hereof shall be rounded down to the next whole number, without any compensation therefore.

3.4 Cancellation of Surrendered Special Warrants

All Special Warrant Certificates surrendered to the Warrant Agent will be cancelled and, after the expiry of any period of retention prescribed by law, and in accordance with the Warrant Agent's ordinary business practice, destroyed by the Warrant Agent. Upon the request of the Corporation, the Warrant Agent shall furnish to the Corporation a destruction certificate identifying the Special Warrant Certificates so destroyed and the number of Special Warrants evidenced thereby, the number of Special Warrant Shares and Purchase Warrants, if any, issued pursuant to such Special Warrants and the details of any Special Warrant Certificates issued in substitution or exchange for such Special Warrant Certificates destroyed.

3.5 Accounting and Recording

(a) The Warrant Agent shall promptly account to the Corporation with respect to Special Warrants exercised. Any securities or other instruments from time to time received by the Warrant Agent, shall be received in trust for, and shall be segregated and kept apart by the Warrant Agent in trust for, the Corporation.

(b) The Warrant Agent shall record the particulars of Special Warrants exercised, which shall include the names and addresses of the persons who become holders of Special Warrant Units upon the exercise of Special Warrants and the Exercise Date in respect thereof. The Warrant Agent shall provide within a reasonable time, upon written request of the Corporation, particulars in writing to the Corporation regarding the exercise of such Special Warrants.

3.6 Expiration of Special Warrants

Immediately after the Expiry Time, all rights under any Special Warrants shall cease and terminate and such Special Warrant shall be void and of no further force or effect.

3.7 Deemed Exercise

(a) All Special Warrants that have not been exercised by the earlier of the Qualification Date and the Expiry Date will be deemed to be exercised by the holder thereof at the Expiry Time on such date and the holder thereof shall, without any action on the part of the holder thereof (including the surrender of any Special Warrant Certificate), be deemed to have subscribed for the Special Warrant Shares and Purchase Warrants issuable upon the exercise of the Special Warrant and such Special Warrant Shares and Purchase Warrants will be deemed to have been issued at such time.

(b) Upon the earlier of:

(A) the day on which the Receipt is issued, and

(B) the third Business Day before the Expiry Date,

the Corporation will deliver the Deemed Exercise Notice to the Warrant Agent.

(c) Upon receipt of the Deemed Exercise Notice, the Warrant Agent will deliver notice to CDS and attend to such internal procedures as are necessary to ensure that the securities will be issued by or before the Expiry Time.

(d) The Special Warrant Shares and Purchase Warrants issued upon such deemed exercise shall be sent by courier or first class registered mail by the Warrant Agent to the holders at the registered addresses, as listed on the register of Special Warrantholders at the Expiry Time and, in the case of Special Warrants represented by the Global Certificate, the Corporation shall direct the Depository to cause to be entered and issued to the person or persons in whose name or names the Special Warrant Shares and Purchase Warrants have been issued, a customer confirmation. After deemed exercise contemplated above, Special Warrant Certificates will be null and void and will only represent the right of the registered holder thereof to receive the Special Warrant Shares and Purchase Warrants to be issued upon deemed exercise.

3.8 Securities Restrictions

(a) Notwithstanding anything herein contained, Special Warrants, Special Warrant Shares and Purchase Warrants will only be issued as provided for under this Indenture or pursuant to the transfer or exercise of any Special Warrant in compliance with the securities laws of any applicable jurisdiction, and without limiting the generality of the foregoing, in respect of any Special Warrants transferred for Special Warrants or exercised for Special Warrant Units, the certificates representing the issued Special Warrants, Special Warrant Shares and Purchase Warrants as applicable, will bear such legend as may, in the opinion of Counsel to the Corporation, be necessary in order to avoid a violation of any securities laws of any province in Canada or of the United States or to comply with the requirements of any stock exchange on which the Common Shares are listed, provided that if, at any time, in the opinion of Counsel to the Corporation, such legends are no longer necessary in order to avoid a violation of any such laws, or the holder of any such legended certificate, at the holder's expense, provides the Corporation with evidence satisfactory in form and substance to the Corporation (which may include an opinion of counsel satisfactory to the Corporation) to the effect that such holder is entitled to sell or otherwise transfer such Special Warrants, Special Warrant Shares or Purchase Warrants in a transaction in which such legends are not required, such legended certificate may thereafter be surrendered to the Corporation in exchange for a certificate which does not bear such legend.

(b) Without limiting the foregoing, any certificates representing Special Warrants and any certificates issued prior to the Qualification Date representing Special Warrant Shares and Purchase Warrants issued upon exercise of the Special Warrants shall bear the following legend:

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE
HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY
BEFORE OCTOBER 1, 2011.

WITHOUT PRIOR WRITTEN APPROVAL OF THE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL OCTOBER 1, 2011.

3.9 Penalty Provision

- (a) The Corporation covenants with the Warrant Agent that it will give notice to the Warrant Agent if it has not received a Receipt or otherwise fails to qualify the Special Warrant Units under the Prospectus on or before the Qualifying Deadline. The notice shall be given on the Qualifying Deadline and shall summarize the rights of the Special Warrant holders to exercise the Special Warrants and the applicable resale restrictions that would apply to the Special Warrant Shares and Purchase Warrants acquired upon such exercise.
- (b) If a Receipt has not been issued for the Prospectus or the Corporation otherwise fails to qualify the Special Warrant Units to be issued on the exercise of the Special Warrants in each of the Selling Jurisdictions by the Qualifying Deadline, holders of Special Warrants shall be entitled to receive from the Corporation upon the exercise or deemed exercise of the Special Warrants, 1.1 Special Warrant Units (in lieu of one Special Warrant Unit otherwise receivable), for a maximum of 669,000 additional Special Warrant Units from the Corporation without payment of additional consideration (the "**Penalty Provision**"). The Special Warrant Units issued or delivered in such event shall be rounded down to the next whole number, without any compensation therefor.
- (c) Notwithstanding the foregoing, any holders of Special Warrants who exercise such Special Warrants prior to the Qualifying Deadline shall not be entitled to receive any additional Special Warrant Units pursuant to the Penalty Provision in the event that such Special Warrant Units shall become issuable.

ARTICLE 4

ADDITIONAL RIGHTS

4.1 Deposited Dividend Funds and Property

- (a) The Corporation hereby appoints the Warrant Agent, as agent, to receive, hold and deal with the Dividend Funds and Property in accordance with the terms of this Indenture and the Warrant Agent hereby accepts such appointment and agrees to be bound by the terms of this Indenture in respect thereof.
- (b) The Warrant Agent shall not release any Dividend Funds or Property except as provided in this Article 4.

4.2 Conditions to Release of Dividend Funds and Property

- (a) If any Special Warrantholder, at anytime prior to the Expiry Time elects or is deemed to elect to exercise the entitlement to acquire Special Warrant Units pursuant to Special Warrant(s) held by it, the Warrant Agent shall within five (5) Business Days:
 - (i) pay to such Special Warrantholder from Dividend Funds, if any, an amount equal to the product obtained by multiplying the amount of Dividend Funds held by the Warrant Agent on the date of such exercise (less any Dividend Funds paid out by the Warrant Agent pursuant to this Indenture prior to the date of payment) by a fraction of which the numerator is the number of Special Warrants tendered to the Warrant Agent by such Special Warrantholder for exercise and the denominator is the number of Special Warrants outstanding at the end of the day immediately preceding the date of such exercise; and
 - (ii) deliver to such Special Warrantholder its pro rata share of the Property determined on the same basis as the calculation set forth in (i) above.
- (b) The Warrant Agent shall within five (5) Business Days after the Expiry Time:
 - (i) pay to each Special Warrantholder, in respect of Special Warrants held by such holder that are deemed to be exercised, from Dividend Funds, if any, an amount equal to the product obtained by multiplying the sum of the amount of Dividend Funds held by the Warrant Agent on the date of such exercise paid out by the Warrant Agent pursuant to this Indenture prior to the date of payment) by a fraction of which the numerator is the number of Special Warrants deemed to be exercised held by the Special Warrantholder and the denominator is the number of Special Warrants deemed to be exercised; and
 - (ii) deliver to such Special Warrantholder its pro rata share of the Property determined on the same basis as the calculation set forth in (i) above.

4.3 Administration of Dividend Funds and Property

All Dividend Funds and Property shall be held at or administered through the principal office of the Warrant Agent at Vancouver, British Columbia. The Warrant Agent shall not be entitled to deal with the Dividend Funds and Property except in accordance with the terms of this Indenture. In the event that the Warrant Agent determines the necessity for the approval by the Special Warrantholders of any matter, an extraordinary resolution of the Special Warrantholders shall provide sufficient authority upon which the Warrant Agent may act and the Warrant Agent shall not be responsible for any loss occasioned by so doing.

ARTICLE 5

ADJUSTMENT OF NUMBER OF SPECIAL WARRANT UNITS

5.1 Adjustment of Number of Special Warrant Units

The acquisition rights in effect at any date attaching to the Special Warrants shall be subject to adjustment from time to time as follows:

- (a) if and whenever at any time from the date hereof and up to and including the Expiry Time (the “**Adjustment Period**”), the Corporation shall:
 - (i) subdivide, redivide or change its outstanding Common Shares into a greater number of shares, or
 - (ii) reduce, combine or consolidate its outstanding Common Shares into a smaller number of shares; or
 - (iii) issue rights, options (other than pursuant to any stock option or stock purchase plan in force from time to time for officers, directors, employees or consultants of the Corporation), warrants (other than the Special Warrants or Purchase Warrants) or Common Shares to the holders of all or substantially all of the outstanding Common Shares by way of stock dividend, or set a record date for any of the foregoing that is prior to the Expiry Date,

then in each such event the number of Special Warrant Shares and Purchase Warrants obtainable under each Special Warrant shall be adjusted immediately after the effective date of such subdivision, redivision, change, reduction, combination, consolidation, or stock dividend by multiplying the number of Special Warrant Shares and Purchase Warrants theretofore obtainable upon the exercise of such Special Warrant (including in respect of any additional Special Warrant Shares and Purchase Warrants that may become issuable pursuant to the Penalty Provision) by a fraction the numerator of which shall be the total number of Special Warrant Shares or Purchase Warrants, as the case may be, outstanding immediately after such date and the denominator of which shall be the total number of Common Shares or Purchase Warrants as the case may be, outstanding immediately prior to such date. Such adjustment shall be made successively whenever any event referred to in this subsection 5.1(a) shall occur;

- (b) if and whenever at any time during the Adjustment Period, there is a reclassification of the Common Shares or a capital reorganization of the Corporation other than as described in subsection 5.1(a) or a consolidation, amalgamation, arrangement or merger of the Corporation with or into any other body corporate, trust, partnership or other entity, or a sale or conveyance of the property and assets of the Corporation as an entirety or substantially as an entirety to any other body corporate, trust, partnership or other entity, any Special Warrantholder who has not exercised its right of acquisition prior to the effective date of such reclassification, reorganization, consolidation, amalgamation, arrangement, merger, sale or conveyance shall, upon the exercise of such right thereafter, be entitled to receive and shall accept, in lieu of the

number of Special Warrant Units then sought to be acquired by it, the number of shares or other securities or property of the Corporation or of the body corporate, trust, partnership or other entity resulting from such merger, amalgamation or arrangement or to which such sale or conveyance may be made, as the case may be, that such Special Warrantholder would have been entitled to receive on such reclassification, reorganization, amalgamation, arrangement, merger, sale or conveyance, if, on the record date or the effective date thereof, as the case may be, the Special Warrantholder had been the registered holder of the number of Special Warrant Shares or Purchase Warrant Shares sought to be acquired by it. If determined appropriate by the directors of the Corporation to give effect to or to evidence the provisions of this subsection 5.1(b), the Corporation, its successor, or such purchasing body corporate, partnership, trust or other entity, as the case may be, shall, prior to or contemporaneously with any such reclassification, reorganization, amalgamation, arrangement, merger, sale or conveyance, enter into an indenture which shall provide, to the extent possible, for the application of the provisions set forth in this Indenture with respect to the rights and interests thereafter of the Special Warrantholders to the end that the provisions set forth in this Indenture shall thereafter correspondingly be made applicable, as nearly as may reasonably be possible, with respect to any shares, other securities or property to which a Special Warrantholder is entitled on the exercise of its acquisition rights thereafter. Any indenture entered into between the Corporation and the Warrant Agent pursuant to the provisions of this subsection 5.1(b) shall be a supplemental indenture entered into pursuant to the provisions of Article 9. Any indenture entered into between the Corporation, any successor to the Corporation or such purchasing body corporate, partnership, trust or other entity and the Warrant Agent shall provide for adjustments which shall be as nearly equivalent as may be practicable to the adjustments provided in this section 5.1 and which shall apply to successive reclassifications, reorganizations, amalgamations, arrangements, mergers, sales or conveyances; and

(c) the adjustments provided for in this Article 5 in the number of Special Warrant Shares and Purchase Warrants and classes of securities which are to be received on the exercise of Special Warrants are cumulative. After any adjustment pursuant to this section 5.1, the terms “Special Warrant Units”, “Special Warrant Shares” and “Purchase Warrants” where used in this Indenture shall be interpreted to mean securities of any class or classes which, as a result of such adjustment and all prior adjustments pursuant to this section 5.1, the Special Warrantholder is entitled to receive upon the exercise of its Special Warrants, and the number of Special Warrant Shares and Purchase Warrants indicated by any exercise made pursuant to a Special Warrant shall be interpreted to mean the number of Special Warrant Shares or Purchase Warrants or other property or securities a Special Warrantholder is entitled to receive, as a result of such adjustment and all prior adjustments pursuant to this section 5.1, upon the full exercise of a Special Warrant.

5.2 Entitlement to Shares on Exercise of Special Warrant

All shares of any class or other securities which a Special Warrantholder is at the time in question entitled to receive upon the exercise of its Special Warrants, whether or not as a result of adjustments made pursuant to this Article 5, shall, for the purposes of the interpretation of this

Indenture, be deemed to be shares which such Special Warrantholder is entitled to acquire pursuant to such Special Warrants.

5.3 Determination by Corporation's Auditors

In the event of any question arising with respect to the adjustments provided for in this Article 5, such question shall be conclusively determined by the Corporation's Auditors or if they are unable or unwilling to act, such independent chartered accountants as may be selected by the directors of the Corporation acting reasonably, who shall have access to all necessary records of the Corporation, and such determination, absent any manifest error, shall be binding upon the Corporation, the Warrant Agent, all Special Warrantholders and all other persons interested therein.

5.4 Proceedings Prior to any Action Requiring Adjustment

As a condition precedent to the taking of any action which would require an adjustment in any of the acquisition rights pursuant to any of the Special Warrants, including the number of Special Warrant Units which are to be received upon the exercise thereof, the Corporation shall take any corporate action which may, in the opinion of Counsel to the Corporation, be necessary to ensure that the Corporation has sufficient authorized capital and to ensure that the Corporation may validly and legally issue, as fully paid and non-assessable shares, all of the shares which the holders of such Special Warrants are entitled to receive on the full exercise thereof in accordance with the provisions of this Indenture.

5.5 Certificate of Adjustment

The Corporation shall, within three (3) Business Days immediately after the occurrence of any event which requires an adjustment or readjustment as provided in this Article 5, deliver a certificate of the Corporation to the Warrant Agent specifying the nature of the event requiring such adjustment or readjustment and the amount of the adjustment or readjustment necessitated thereby and setting forth in reasonable detail the method of calculation and the facts upon which such calculation is based, which certificate shall be supported by a certificate of the Corporation's Auditors verifying such calculation. The Warrant Agent may rely upon this certificate and any other documents filed by the Corporation pursuant to this section 5.5.

5.6 Notice of Adjustment

The Corporation covenants with the Warrant Agent that, so long as any Special Warrant remains outstanding, it will give notice, in accordance with Article 11, to the Warrant Agent and to the Special Warrantholders of its intention to give effect to any adjustment set out in section 5.1, fix the record date for the issuance of rights, options (other than pursuant to any stock option or stock purchase plan in force from time to time for officers, directors, employees or consultants of the Corporation) or warrants (other than the Special Warrants or Purchase Warrants) or Common Shares by way of a stock dividend to all or substantially all of the holders of its outstanding Common Shares. Such notice shall specify the particulars of such event and the record date for such event, provided that the Corporation shall only be required to specify in the notice such particulars of the event as shall have been fixed and determined on the date on which the notice

is given. The notice shall be given in each case not less than fourteen (14) days prior to such applicable record date.

5.7 No Action after Notice

The Corporation covenants with the Warrant Agent that it will not close its transfer books or take any other corporate action which might deprive the holder of a Special Warrant of the opportunity to exercise its right of acquisition pursuant thereto during the period of fourteen (14) days after the giving of the certificate or notices referred to in sections 5.5 and 5.6.

5.8 Participation by Special Warrantholder

No adjustment shall be made pursuant to this Article 5 if the Special Warrantholders are entitled to participate in any event described in this Article 5 on the same terms, *mutatis mutandis*, as if the Special Warrantholders had exercised their Special Warrants prior to, or on the effective date or record date of, such event.

5.9 Other Actions

In case the Corporation, after the date hereof, shall take any action affecting the Special Warrant Units other than action described in subsection 5.1, which in the opinion of the directors of the Corporation would materially affect the rights of Warrantholders, the number of Special Warrant Units which may be acquired upon exercise of the Special Warrants shall be adjusted in such manner and at such time, by action of the directors, in their sole discretion as they may determine to be equitable in the circumstances, provided that no such adjustment will be made unless prior approval of the Underwriters and any stock exchange on which the Common Shares are listed for trading has been obtained, if required by any such stock exchange.

5.10 Protection of Warrant Agent

Except as provided in section 10.2, the Warrant Agent:

- (a) shall not at any time be under any duty or responsibility to any Special Warrantholder to determine whether any facts exist which may require any adjustment contemplated by section 5.1, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed in making the same;
- (b) shall not be accountable with respect to the validity or value (or the kind or amount) of any Special Warrant Units or of any shares or other securities or property which may at any time be issued or delivered upon the exercise of the rights attaching to any Special Warrant;
- (c) shall be entitled to act and rely on any adjustment calculation of the Corporation or the Corporation's Auditors;
- (d) shall not be responsible for any failure of the Corporation to make any cash payment or to comply with any of the covenants contained in this Article; and

(e) shall not incur any liability or responsibility whatsoever or be in any way responsible for the consequences of any breach on the part of the Corporation of any of the representations, warranties or covenants herein contained or of any acts of the directors, trustees, officers, employees, agents or servants of the Corporation.

ARTICLE 6

RIGHTS OF THE CORPORATION AND COVENANTS

6.1 Optional Purchases by the Corporation

Subject to compliance with securities legislation and the receipt of any necessary approvals of applicable regulatory authorities, the Corporation may from time to time purchase, by private contract or otherwise, any of the Special Warrants. Any such purchase shall be made at the lowest price or prices at which, in the opinion of the directors of the Corporation, such Special Warrants are then obtainable, plus reasonable costs of purchase, and may be made in such manner, from such persons and on such other terms as the Corporation, in its sole discretion, may determine. Any Special Warrant Certificates representing the Special Warrants purchased pursuant to this section 6.1 shall forthwith be delivered to and cancelled by the Warrant Agent. No Special Warrants shall be issued in replacement thereof.

6.2 General Covenants

The Corporation covenants with the Warrant Agent that so long as any Special Warrants remain outstanding:

- (a) it is duly authorized to create and issue the Special Warrants and the Special Warrants, when issued and countersigned as herein provided, will be valid and enforceable obligations of the Corporation;
- (b) it will reserve and keep available a sufficient number of Common Shares for the purpose of enabling it to satisfy its obligations to issue Special Warrant Shares upon the exercise of the Special Warrants;
- (c) it will cause the Special Warrant Units and the certificates representing the Special Warrant Shares and Purchase Warrants comprising the Special Warrant Units from time to time acquired pursuant to the exercise of the Special Warrants to be duly issued and delivered in accordance with the Special Warrant Certificates and the terms hereof;
- (d) all Special Warrant Shares which shall be issued upon exercise of the right to acquire provided for herein shall be fully paid and non-assessable;
- (e) it will use its best efforts to maintain its corporate existence or the corporate existence of any Successor Corporation and carry on its business in the ordinary course, consistent with past practices;

- (f) it will use its best efforts to ensure that the Special Warrant Shares comprising the Special Warrant Units, and all outstanding Common Shares of the Corporation outstanding or issuable from time to time (including without limitation the Special Warrant Shares issuable upon exercise of the Special Warrants) continue to be or are listed and posted for trading on the TSXV or such other stock exchange on which the Common Shares are listed and posted for trading;
- (g) it will use its best efforts to make all requisite filings under applicable Canadian securities legislation including those necessary to remain a reporting issuer not in default in such jurisdictions in which it is presently or in which it becomes a reporting issuer;
- (h) it will observe and perform its covenants set out in the Underwriting Agreement in connection with the filing of the Preliminary Prospectus and the Prospectus and the obtaining of the Receipt in respect of the Prospectus;
- (i) it will use its best efforts to obtain a Receipt for the Prospectus as expeditiously as possible but in any event on or before the Qualifying Deadline and in the event that a Receipt for the Prospectus is not obtained by the Qualifying Deadline, continue to use its best efforts until the Expiry Date to obtain such Receipt;
- (j) in the event the Receipt is obtained, it will give written notice to the Warrant Agent of the issuance of the Receipt and specifying the date on which the Special Warrants will be deemed to be exercised on the date of the issuance of such Receipt and such notice shall be sent in accordance with section 11.1 and 11.2;
- (k) if the Corporation pays a dividend or makes any other distribution in cash or property or securities of the Corporation (including rights, options or warrants to acquire Common Shares or securities convertible into or exchangeable for Common Shares and including evidences of its indebtedness) to all or substantially all of the holders of Common Shares of record on a date after the Effective Date and prior to the exercise or deemed exercise of all outstanding Special Warrants, the Corporation agrees that it will pay the same amount of such dividend or make the same distribution of cash, property or securities as a deposit to the Warrant Agent, on behalf of Special Warrantholders, as if the Special Warrantholders on such date were the holders of the number of Special Warrant Shares and Purchase Warrants which the Special Warrantholders are entitled to receive upon the exercise of the Special Warrants and such payments or other distributions shall be held and dealt with by the Warrant Agent in accordance with Article 4;
- (l) it will give written notice to the Warrant Agent and each Special Warrantholder specifying the particulars of each payment or distribution made in accordance with subsection 6.2(k), within two (2) Business Days of such payment or distribution;
- (m) it will not pay or give any consideration or other remuneration to any person in respect of the exercise of the Special Warrants except for administrative or professional services or for services performed by a registered dealer;

(n) it will provide written notice to the Warrant Agent and the Special Warrantholders of any default by the Corporation under the terms of this Indenture, which notice shall specify the default; and

(o) generally, it will well and truly perform and carry out all of the acts or things to be done by it as provided in this Indenture.

6.3 Warrant Agent's Remuneration and Expenses

(a) The Corporation covenants that it will pay to the Warrant Agent (in advance or as may be required from time to time) reasonable remuneration for its services hereunder and will pay or reimburse the Warrant Agent upon its request, for all reasonable expenses, disbursements and advances incurred or made by the Warrant Agent in the administration or execution of the duties hereby created (including the reasonable compensation and the disbursements of its counsel and all other advisers and assistants not regularly in its employ), both before any default hereunder and thereafter until all duties of the Warrant Agent hereunder shall be finally and fully performed, except any such expense, disbursement or advance as may arise out of or result from the Warrant Agent's gross negligence, wilful misconduct or fraud.

6.4 Securities Qualification Requirements

(a) If, in the opinion of Counsel, any instrument (not including a prospectus, except as required by subsection 6.2(h)) is required to be filed with, or any permission is required to be obtained from, any governmental authority in Canada or any other step is required under any federal law of Canada or provincial law before any Special Warrant Units which a Special Warrantholder is entitled to acquire pursuant to the exercise of any Special Warrant may properly and legally be issued upon due exercise thereof and thereafter traded without further formality or restriction, the Corporation covenants that it will use its best efforts to take such required action.

(b) The Corporation or, if required by the Corporation, the Warrant Agent, will give notice of the issue of Special Warrant Units pursuant to the exercise or deemed exercise of Special Warrants, if required, and in such detail as may be required, to each securities commission or similar regulatory authority in each jurisdiction in Canada in which there is legislation or regulation permitting or requiring the giving of any such notice in order that such issue of Special Warrant Units and the subsequent disposition of the Special Warrant Units so issued will not be subject to the prospectus qualification requirements of such legislation or regulation.

6.5 Performance of Covenants by Warrant Agent

If the Corporation shall fail to perform any of its covenants contained in this Indenture, the Warrant Agent shall notify the Special Warrantholders of such failure on the part of the Corporation and may itself perform any of the covenants capable of being performed by it but, subject to section 10.2, shall be under no obligation to perform such covenants or to notify the Special Warrantholders of such performance by it. All sums expended or advanced by the Warrant Agent in so doing shall be repayable as provided in section 6.3. No such performance,

expenditure or advance by the Warrant Agent shall relieve the Corporation of any default hereunder or of its continuing obligations under the covenants contained in this Indenture.

ARTICLE 7

ENFORCEMENT

7.1 Suits by Special Warrantholders

All or any of the rights conferred upon any Special Warrantholder by any of the terms of the Special Warrant Certificates or of this Indenture, or of both, may be enforced by the Special Warrantholder by appropriate proceedings, but without prejudice to the right which is hereby conferred upon the Warrant Agent to proceed in its own name to enforce each and all of the provisions herein contained for the benefit of the Special Warrantholders.

7.2 Immunity of Shareholders, etc.

(a) Subject to the contractual rights of action given by the Corporation to the Special Warrantholders and subject to any other rights or remedies available to the Special Warrantholders under applicable securities legislation or otherwise, the Warrant Agent and, by the acceptance of the Special Warrant Certificates and as part of the consideration for the issue of the Special Warrants, the Special Warrantholders, hereby, waive and release any right, cause of action or remedy now or hereafter existing in any jurisdiction against any incorporator or any past, present or future shareholder, director, officer, employee or agent of the Corporation or of any Successor Corporation on any covenant, agreement, representation or warranty by the Corporation contained in this Indenture or in the Special Warrant Certificates. For greater clarity, the foregoing shall not affect the rights of action for rescission or damages which the Special Warrantholders may have pursuant to applicable securities laws in respect of the Prospectus.

(b) The obligations hereunder are not personally binding upon, nor shall resort hereunder be had to, the private property of any of the past, present or future directors or shareholders of the Corporation or any Successor Corporation or any of the past, present or future officers, employees or agents of the Corporation or any Successor Corporation, but only the property of the Corporation or any Successor Corporation shall be bound in respect hereof.

7.3 Waiver of Default

Upon the happening of any default hereunder:

(a) the Special Warrantholders may, by extraordinary resolution as provided in section 8.10, by notice or requisition in writing, instruct the Warrant Agent to waive any default hereunder and the Warrant Agent shall upon receipt of any such notice waive the default upon such terms and conditions as shall be prescribed in such notice or requisition; or

(b) the Warrant Agent shall have power to waive any default hereunder upon such terms and conditions as the Warrant Agent may deem advisable, if, in the Warrant Agent's opinion, the same shall have been cured or adequate provision made therefor;

provided that no delay or omission of the Warrant Agent or of the Special Warranholders to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein and provided further that no act or omission either of the Warrant Agent or of the Special Warranholders in the premises shall extend to or be taken in any manner whatsoever to affect any subsequent default hereunder or the rights resulting therefrom.

ARTICLE 8

MEETINGS OF SPECIAL WARRANTHOLDERS

8.1 Right to Convene Meetings

The Warrant Agent may at any time, from time to time, and shall on receipt of a written request of the Corporation or of a Special Warranholders' Request and upon being indemnified and funded to its reasonable satisfaction by the Corporation or by the Special Warranholders who signed such Special Warranholders' Request against the cost which may be incurred in connection with the calling and holding of such meeting, call and convene a meeting of the Special Warranholders. In the event of the Warrant Agent failing to so call a meeting within seven (7) days after receipt of such written request of the Corporation or such Special Warranholders' Request and indemnity and funding given as aforesaid, the Corporation or the Special Warranholders who signed such Special Warranholders' Request, as the case may be, may call and convene such meeting. Every such meeting shall be held in the City of Vancouver or at such other place as may be approved or determined by the Warrant Agent.

8.2 Notice

At least twenty-one (21) days prior notice of any meeting of Special Warranholders shall be given to the Special Warranholders in the manner provided for in section 11.2 and a copy of such notice shall be sent by mail to the Warrant Agent (unless the meeting has been called by the Warrant Agent) and to the Corporation (unless the meeting has been called by the Corporation). Such notice shall state the time when and the place where the meeting is to be held, shall state briefly the general nature of the business to be transacted thereat and shall contain such information as is reasonably necessary to enable the Special Warranholders to make a reasoned decision on the matter or matters to be brought before the meeting, but it shall not be necessary for any such notice to set out the terms of any resolution to be proposed or any of the provisions of this Article 8.

8.3 Chairman

An individual (who need not be a Special Warranholder) designated in writing by the Warrant Agent shall be chairman of any meeting of Special Warranholders and if no individual is so designated, or if the individual so designated is not present within fifteen (15) minutes from the

time fixed for the holding of the meeting, the Special Warrantholders present in person or by proxy shall choose some individual present to be chairman.

8.4 Quorum

Subject to the provisions of section 8.11, at any meeting of the Special Warrantholders a quorum shall consist of Special Warrantholders present in person or by proxy and holding at least 25% of the aggregate number of the then outstanding Special Warrants, provided that at least two (2) persons entitled to vote thereat are personally present. If a quorum of the Special Warrantholders shall not be present within thirty (30) minutes from the time fixed for holding any meeting, the meeting, if summoned by the Special Warrantholders or on a Special Warrantholders' Request, shall be dissolved; but in any other case the meeting shall be adjourned to the same day in the next week (unless such day is not a Business Day, in which case it shall be adjourned to the next following Business Day) at the same time and place and no notice of the adjournment need be given. Any business may be brought before or dealt with at an adjourned meeting which might have been dealt with at the original meeting in accordance with the notice calling the same. No business shall be transacted at any meeting of Special Warrantholders unless a quorum is present at the commencement of the meeting. At the adjourned meeting the Special Warrantholders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened, notwithstanding that they may not hold at least 25% of the aggregate number of the then outstanding Special Warrants.

8.5 Power to Adjourn

The chairman of any meeting of Special Warrantholders at which a quorum of the Special Warrantholders is present may, with the consent of the meeting, adjourn any such meeting, and no notice of such adjournment need be given except such notice, if any, as the meeting may prescribe.

8.6 Show of Hands

Every question submitted to a meeting of Special Warrantholders shall be decided in the first place by a majority of the votes given on a show of hands except that votes on an extraordinary resolution shall be given in the manner hereinafter provided. At any such meeting, unless a poll is duly demanded as herein provided, a declaration by the chairman that a resolution has been carried or carried unanimously or by a particular majority or lost or not carried by a particular majority shall be conclusive evidence of the fact.

8.7 Poll and Voting

- (a) On every extraordinary resolution, and on any other question submitted to a meeting of Special Warrantholders and after a vote by show of hands when demanded by the chairman or by one or more of the Special Warrantholders acting in person or by proxy and holding at least 5% of the aggregate number of Special Warrants then outstanding, a poll shall be taken in such manner as the chairman shall direct. Questions other than those required to be determined by extraordinary resolution shall be decided by a majority of the votes cast on the poll.

(b) On a show of hands, every person who is present and entitled to vote, whether as a Special Warrantheader or as proxyholder for one or more absent Special Warrantheaders, or both, shall have one vote. On a poll, each Special Warrantheader present in person or represented by a proxyholder duly appointed by instrument in writing shall be entitled to one vote in respect of each Special Warrant then held or represented by him. A proxyholder need not be a Special Warrantheader. The chairman of any meeting shall be entitled, both on a show of hands and on a poll, to vote in respect of the Special Warrants, if any, held or represented by him but shall not have a second or deciding vote.

8.8 Regulations

The Warrant Agent, or the Corporation with the approval of the Warrant Agent, may from time to time make and from time to time vary such regulations as it shall think fit for:

- (a) the setting of the record date for a meeting of Special Warrantheaders for the purpose of determining Special Warrantheaders entitled to receive notice of and to vote at the meeting;
- (b) the deposit of voting certificates and instruments appointing proxyholders at such place and time as the Warrant Agent, the Corporation or the Special Warrantheaders convening the meeting, as the case may be, may in the notice convening the meeting direct;
- (c) the deposit of voting certificates and instruments appointing proxyholders at some approved place or places other than the place at which the meeting is to be held and enabling particulars of such instruments appointing proxyholders to be mailed, cabled or telegraphed or sent by other means of prepaid, transmitted, recorded communication before the meeting to the Corporation or to the Warrant Agent at the place where the meeting is to be held and for the voting of proxies so deposited as though the instruments themselves were produced at the meeting;
- (d) the form of the instrument of proxy; and
- (e) generally for the calling of meetings of Special Warrantheaders and the conduct of business thereat.

Any regulations so made shall be binding and effective and the votes given in accordance therewith shall be valid and shall be counted. Except as such regulations may provide, the only persons who shall be recognized at any meeting as a Special Warrantheader, or be entitled to vote or be present at the meeting in respect thereof (subject to section 8.9), shall be Special Warrantheaders or their counsel, or proxyholders of Special Warrantheaders.

8.9 Corporation and Warrant Agent May be Represented

The Corporation and the Warrant Agent, by their respective directors, officers and employees, and the Counsel for the Corporation and for the Warrant Agent may attend any meeting of the

Special Warrantheolders, but shall have no vote as such, unless in their capacity as a Special Warrantheolder or as a proxy for a Special Warrantheolder.

8.10 Powers Exercisable by Extraordinary Resolution

In addition to all other powers conferred upon them by any other provisions of this Indenture or by law, the Special Warrantheolders at the meeting shall, subject to the provisions of section 8.11, have the power, exercisable from time to time by extraordinary resolution (as defined in section 8.11):

- (a) to agree to any modification, abrogation, alteration, compromise or arrangement of the rights of Special Warrantheolders or the Warrant Agent in its capacity as special warrant agent hereunder (subject to the prior consent of the Warrant Agent) or on behalf of the Special Warrantheolders against the Corporation whether such rights arise under this Indenture or the Special Warrant Certificates or otherwise;
- (b) to amend, alter or repeal any extraordinary resolution previously passed or sanctioned by the Special Warrantheolders;
- (c) to direct or to authorize the Warrant Agent to enforce any of the covenants on the part of the Corporation contained in this Indenture or the Special Warrant Certificates or to enforce any of the rights of the Special Warrantheolders in any manner specified in such extraordinary resolution or to refrain from enforcing any such covenant or right;
- (d) to waive, and to direct the Warrant Agent to waive, any default on the part of the Corporation in complying with any provisions of this Indenture or the Special Warrant Certificates either unconditionally or upon any conditions specified in such extraordinary resolution;
- (e) to restrain any Special Warrantheolder from taking or instituting any suit, action or proceeding against the Corporation for the enforcement of any of the covenants on the part of the Corporation contained in this Indenture or the Special Warrant Certificates or to enforce any of the rights of the Special Warrantheolders;
- (f) to direct any Special Warrantheolder who, as such, has brought any suit, action or proceeding to stay or to discontinue or otherwise to deal with the same upon payment of the costs, charges and expenses reasonably and properly incurred by such Special Warrantheolder in connection therewith;
- (g) to assent to any change in or omission from the provisions contained in the Special Warrant Certificates or this Indenture or any ancillary or supplemental instrument which may be agreed to by the Corporation, and to authorize the Warrant Agent to concur in and execute any ancillary or supplemental indenture embodying the change or omission;
- (h) to remove the Warrant Agent or its successors in office and to appoint a new agent or agents to take the place of the Warrant Agent so removed;

- (i) to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or other securities of the Corporation; and
- (j) to direct or authorize the Warrant Agent to deal with any Dividend Funds, or any Property held by it pursuant to the terms of this Indenture.

8.11 Meaning of Extraordinary Resolution

(a) The expression “extraordinary resolution” when used in this Indenture means, subject to as hereinafter provided in this section 8.11 and in section 8.14, a resolution proposed at a meeting of Special Warrantheolders duly convened for that purpose and held in accordance with the provisions of this Article 8, at which there are present in person or by proxy Special Warrantheolders holding at least 25% of the aggregate number of the then outstanding Special Warrants and passed by the affirmative votes of Special Warrantheolders holding not less than 66 $\frac{2}{3}$ % of the aggregate number of the then outstanding Special Warrants represented at the meeting and voted on the poll upon such resolution.

(b) If, at the meeting of Special Warrantheolders at which an extraordinary resolution is to be considered, Special Warrantheolders holding at least 25% of the aggregate number of the then outstanding Special Warrants are not present in person or by proxy within thirty (30) minutes after the time appointed for the meeting, then the meeting, if convened by Special Warrantheolders or on a Special Warrantheolders’ Request, shall be dissolved, but in any other case it shall stand adjourned to such day, being not less than fifteen (15) or more than sixty (60) days later, and to such place and time as may be determined by the chairman. Not less than ten (10) days’ prior notice shall be given of the time and place of such adjourned meeting in the manner provided for in section 11.2. Such notice shall state that at the adjourned meeting the Special Warrantheolders present in person or by proxy shall form a quorum but it shall not be necessary to set forth the purposes for which the meeting was originally called or any other particulars. At the adjourned meeting the Special Warrantheolders present in person or by proxy shall form a quorum and may transact the business for which the meeting was originally convened and a resolution proposed at such adjourned meeting and passed by the requisite vote as provided in subsection 8.11(a) shall be an “extraordinary resolution” within the meaning of this Indenture notwithstanding that Special Warrantheolders holding at least 25% of the aggregate number of the then outstanding Special Warrants are not present in person or by proxy at such adjourned meeting.

(c) Votes on an extraordinary resolution shall always be given on a poll and no demand for a poll on an extraordinary resolution shall be necessary.

8.12 Powers Cumulative

Any one or more of the powers or any combination of the powers in this Indenture stated to be exercisable by the Special Warrantheolders by extraordinary resolution or otherwise may be exercised from time to time and the exercise of any one or more of such powers or any

combination of powers from time to time shall not be deemed to exhaust the right of the Special Warranholders to exercise such power or powers or combination of powers then or thereafter from time to time.

8.13 Minutes

Minutes of all resolutions and proceedings at every meeting of Special Warranholders shall be made and duly entered in books to be provided from time to time for that purpose by the Warrant Agent at the expense of the Corporation, and any such minutes as aforesaid, if signed by the chairman or the secretary of the meeting at which such resolutions were passed or proceedings taken, shall be prima facie evidence of the matters therein stated and, until the contrary is proved, every such meeting in respect of the proceedings of which minutes shall have been made shall be deemed to have been duly convened and held, and all resolutions passed thereat or proceedings taken shall be deemed to have been duly passed and taken.

8.14 Instruments in Writing

All actions which may be taken and all powers that may be exercised by the Special Warranholders at a meeting held as provided in this Article 8 may also be taken and exercised by Special Warranholders holding at least 66 $\frac{2}{3}$ % of the aggregate number of the then outstanding Special Warrants by an instrument in writing signed in one or more counterparts by such Special Warranholders in person or by attorney duly appointed in writing, and the expression “extraordinary resolution” when used in this Indenture shall include an instrument so signed.

8.15 Binding Effect of Resolutions

Every resolution and every extraordinary resolution passed in accordance with the provisions of this Article 8 at a meeting of Special Warranholders shall be binding upon all of the Special Warranholders, whether present at or absent from such meeting, and every instrument in writing signed by Special Warranholders in accordance with section 8.14 shall be binding upon all of the Special Warranholders, whether signatories thereto or not, and each and every Special Warranholder and the Warrant Agent (subject to the provisions for indemnity herein contained) shall be bound to give effect accordingly to every such resolution and instrument in writing.

8.16 Holdings by Corporation or Subsidiaries Disregarded

In determining whether Special Warranholders holding the required number of Special Warrants are present at a meeting of Special Warranholders for the purpose of determining a quorum or have concurred in any consent, waiver, extraordinary resolution, Special Warranholders' Request or other action under this Indenture, Special Warrants owned legally or beneficially by the Corporation or any Subsidiary of the Corporation shall be disregarded in accordance with the provisions of section 11.7.

ARTICLE 9

SUPPLEMENTAL INDENTURES

9.1 Provision for Supplemental Indentures for Certain Purposes

From time to time with the prior approval of the TSXV or any other stock exchange of which the Common Shares are listed, if such approval is required, the Corporation (when authorized by action of the directors) and the Warrant Agent, may, subject to the provisions hereof, and they shall, when so directed in accordance with the provisions hereof, execute and deliver by their proper officers, indentures or instruments supplemental hereto, which thereafter shall form part hereof, for any one or more or all of the following purposes:

- (a) setting forth any adjustments resulting from the application of the provisions of Article 5;
- (b) adding to the provisions hereof such additional covenants and enforcement provisions as, in the opinion of Counsel of the Corporation, are necessary or advisable in the circumstances, provided that the same are not in the opinion of the Warrant Agent (relying upon the opinion of Counsel) prejudicial to the interests of the Special Warrantholders;
- (c) giving effect to any extraordinary resolution passed as provided in Article 8;
- (d) adding to, deleting or altering the provisions hereof in respect of the transfer of Special Warrants, making provision for the exchange of Special Warrant Certificates, and making any modification in the form of the Special Warrant Certificates which does not affect the substance thereof;
- (e) modifying any of the provisions of this Indenture, including relieving the Corporation from any of the obligations, conditions or restrictions herein contained, provided that such modification or relief shall be or become operative or effective only if, in the opinion of the Warrant Agent (relying upon the opinion of Counsel), such modification or relief in no way prejudices any of the rights of the Special Warrantholders or of the Warrant Agent, and provided further that the Warrant Agent may in its sole discretion decline to enter into any such supplemental indenture which in its opinion may not afford adequate protection to the Warrant Agent when the same shall become operative;
- (f) making such provisions not inconsistent with this Indenture as may be necessary or desirable with respect to matters or questions arising hereunder or for the purpose of obtaining a listing or quotation of the Special Warrants on any stock exchange, provided that such provisions are not, in the opinion of the Warrant Agent, relying on the opinion of Counsel, prejudicial to the interests of the Special Warrantholders; and
- (g) for any other purpose not inconsistent with the terms of this Indenture, including the correction or rectification of any ambiguities, defective or inconsistent provisions, errors, mistakes or omissions herein, provided that in the opinion of the Warrant Agent,

relying on the opinion of Counsel, the rights of the Warrant Agent and of the Special Warrantholders are in no way prejudiced thereby.

9.2 Successor Corporations

In the case of the consolidation, amalgamation, merger or transfer of the undertaking or assets of the Corporation as an entirety or substantially as an entirety to another corporation (“**Successor Corporation**”), the Successor Corporation resulting from such consolidation, amalgamation, merger or transfer (if not the Corporation) shall expressly assume, by supplemental indenture satisfactory in form to the Warrant Agent and executed and delivered to the Warrant Agent, the due and punctual performance and observance of each and every covenant and condition of this Indenture to be performed and observed by the Corporation.

ARTICLE 10

CONCERNING THE WARRANT AGENT

10.1 Legislation

- (a) If and to the extent that any provision of this Indenture limits, qualifies or conflicts with a mandatory requirement of Applicable Legislation, such mandatory requirement shall prevail.
- (b) The Corporation and the Warrant Agent agree that each will, at all times in relation to this Indenture and any action to be taken hereunder, observe and comply with and be entitled to the benefits of Applicable Legislation.

10.2 Rights and Duties of Warrant Agent

- (a) In the exercise of the rights and duties prescribed or conferred by the terms of this Indenture, the Warrant Agent shall act honestly and in good faith with a view to the best interests of the Special Warrantholders and shall exercise that degree of care, diligence and skill that a reasonably prudent agent would exercise in comparable circumstances. No provision of this Indenture shall be construed to relieve the Warrant Agent from liability for its own grossly negligent action, its own grossly negligent failure to act, or its own wilful misconduct or bad faith.
- (b) The obligation of the Warrant Agent to commence or continue any act, action or proceeding for the purpose of enforcing any rights of the Warrant Agent or the Special Warrantholders hereunder shall be conditional upon the Special Warrantholders furnishing, when required by a notice of the Warrant Agent, sufficient funds to commence or to continue such act, action or proceeding and an indemnity reasonably satisfactory to the Warrant Agent to protect and to hold harmless the Warrant Agent against the costs, charges and expenses and liabilities to be incurred thereby and any loss and damage it may suffer by reason thereof.

(c) None of the provisions contained in this Indenture shall require the Warrant Agent to expend or to risk its own funds or otherwise to incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers unless indemnified as aforesaid.

(d) The Warrant Agent may, before commencing or at any time during the continuance of any such act, action or proceeding, require the Special Warrantholders, at whose instance it is acting, to deposit with the Warrant Agent the Special Warrant Certificates held by them, for which Special Warrant Certificates the Warrant Agent shall issue receipts.

(e) The Warrant Agent shall not be bound to do or give any notice or take any act, action, proceeding for the enforcement of any of the obligations of the Corporation under this Indenture unless and until it shall have received a Special Warrantholders' Request specifying the act, action or proceeding which the Warrant Agent is requested to take, nor shall the Warrant Agent be required to take notice of any default hereunder, unless and until notified in writing of such default, which notice shall distinctly specify the default desired to be brought to the attention of the Warrant Agent and the Warrant Agent shall promptly provide the Special Warrantholders with notice of any such default and, in the absence of any such notice, the Warrant Agent may for all purposes of this Indenture conclusively assume that no default has been made in the observance or performance of any of the representations, warranties, covenants, agreements, or conditions contained herein.

(f) No duty shall rest with the Warrant Agent to determine compliance of the transferor or transferee with applicable securities laws. The Warrant Agent shall be entitled to assume that all transfers are legal and proper.

(g) Every provision of this Indenture that, by its terms, relieves the Warrant Agent of liability or entitles it to rely upon any evidence submitted to it, is subject to the provisions of Applicable Legislation, to this section 10.2 and to section 10.3.

10.3 Evidence, Experts and Advisers

(a) In addition to the reports, certificates, opinions and other evidence required by this Indenture, the Corporation shall furnish to the Warrant Agent such additional evidence of compliance with any provisions hereof, in such form, as may be prescribed by Applicable Legislation or as the Warrant Agent may reasonably require by written notice to the Corporation.

(b) In the exercise of its rights and duties hereunder, the Warrant Agent may, if it is acting in good faith, rely as to the truth of the statements and the accuracy of the opinions expressed in statutory declarations, opinions, reports, written requests, consents, or orders of the Corporation, certificates of the Corporation or other evidence furnished to the Warrant Agent pursuant to a request of the Warrant Agent, provided that such evidence complies with Applicable Legislation and that the Warrant Agent complies with

Applicable Legislation and that the Warrant Agent examines the same and determines that such evidence complies with the applicable requirements of this Indenture.

(c) Whenever it is provided in this Indenture or under Applicable Legislation that the Corporation shall deposit with the Warrant Agent resolutions, certificates, reports, opinions, requests, orders and other documents, it is intended that the trust, accuracy and good faith on the effective date thereof and the facts and opinions stated in all such documents so deposited shall, in each and every such case, be conditions precedent to the right of the Corporation to have the Warrant Agent take the action to be based thereon.

(d) Proof of the execution of an instrument in writing, including a Special Warrantholders' Request, by any Special Warrantholder may be made by the certificate of a notary public, or other officer with similar powers, stating that the person signing such instrument acknowledged to it the execution thereof, or by an affidavit of a witness to such execution or in any other manner which the Warrant Agent may consider adequate and in the case of a Warrantholder that is a corporation, shall include a certificate of incumbency of such Warrantholder together with a certified resolution authorizing the person who signs such instrument to sign such instrument.

(e) The Warrant Agent may employ or retain such Counsel, accountants, appraisers or other experts or advisers as it may reasonably require for the purpose of discharging its duties hereunder and may pay reasonable remuneration for all services so performed by any of them, without taxation of costs of any Counsel, and shall not be responsible for any misconduct or negligence on the part of any such experts or advisers who have been appointed with due care by the Warrant Agent. The Corporation shall pay or reimburse the Warrant Agent for any reasonable remuneration, expenses, disbursements and advances of such Counsel, accountant, appraiser or other expert or advisor.

10.4 Documents, Monies, etc. Held by Trustee

Any securities, documents of title or other instruments that may at any time be held by the Warrant Agent subject to the duties and obligations hereof shall be placed in the deposit vaults of the Warrant Agent or of any Canadian chartered bank listed in Schedule 1 to the *Bank Act* (Canada) or of any trust company registered to do business in Canada or deposited for safekeeping with any such bank or trust company. Unless herein otherwise expressly provided, any monies so held pending the application or withdrawal thereof shall be deposited in a segregated non-interest bearing account in the name of the Warrant Agent in any Canadian chartered bank listed in Schedule 1 to the *Bank Act* (Canada) or any trust company registered to do business in Canada.

10.5 Actions by Warrant Agent to Protect Interest

The Warrant Agent shall have power to institute and to maintain such actions and proceedings as it may consider necessary or expedient to preserve, protect or enforce its interests and the interests of the Special Warrantholders.

10.6 Warrant Agent Not Required to Give Security

The Warrant Agent shall not be required to give any bond or security in respect of the execution of the duties, obligations and powers of this Indenture or otherwise in respect of the premises.

10.7 Protection of Warrant Agent

Except as provided in section 10.2, by way of supplement to the provisions of any law for the time being relating to agents, it is expressly declared and agreed that the Warrant Agent shall not:

- (a) be liable for or by reason of any statements of fact or recitals in this Indenture or in the Special Warrant Certificates (except the representation contained in section 10.9 or in the certificate of the Warrant Agent on the Special Warrant Certificates) or be required to verify the same, but all such statements (other than those relating specifically to the Warrant Agent) or recitals are and shall be deemed to be made by the Corporation;
- (b) be bound to give notice to any person or persons of the execution hereof;
- (c) incur any liability or responsibility whatsoever, or be in any way responsible, for the consequence of any breach on the part of the Corporation of any of the covenants herein contained or of any acts of any directors, officers, employees, agents or servants of the Corporation;
- (d) at any time be under any duty or responsibility to any Special Warrantholder to determine whether any facts exist which may require any adjustment contemplated by section 5.1, or with respect to the nature or extent of any such adjustment when made, or with respect to the method employed in making the same;
- (e) nothing herein contained shall impose any obligation on the Warrant Agent to see to or to require evidence of the registration or filing (or renewal thereof) of this Indenture or any instrument ancillary or supplemental hereto;
- (f) be accountable with respect to the validity or value (or the kind or amount) of any Special Warrant Shares or Purchase Warrants or of any shares or other securities or property which may at any time be issued or delivered upon the exercise of the rights attaching to any Special Warrant; and
- (g) be responsible for any failure of the Corporation to comply with any of the covenants of the Corporation contained in Article 5.

10.8 Replacement of Warrant Agent; Successor by Merger

- (a) The Warrant Agent may resign its responsibilities and be discharged from all further duties and liabilities hereunder, subject to this section 10.8, by giving to the Corporation not less than thirty (30) days prior notice in writing or such shorter prior notice as the Corporation may accept as sufficient. The Special Warrantholders by extraordinary resolution shall have power at any time to remove the existing Warrant

Agent and to appoint a new agent. In the event of the Warrant Agent resigning or being removed as aforesaid or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Corporation shall forthwith appoint a new agent unless a new agent has already been appointed by the Special Warrantholders; failing such appointment by the Corporation, the retiring Warrant Agent or any Special Warrantholder may apply to a justice of the Supreme Court of the Province of British Columbia on such notice as such justice may direct, at the Corporation's expense, for the appointment of a new agent; but any new agent so appointed by the Corporation or by the Court shall be subject to removal as aforesaid by the Special Warrantholders. Any new agent appointed under this section 10.8 shall be a corporation authorized to carry on the business of a trust company in the province of British Columbia and, if required by the Applicable Legislation of any other provinces, in such other provinces. On any such appointment the new agent shall be vested with the same powers, rights, duties and responsibilities as if it had been originally named herein as Warrant Agent under this Indenture without further assurance, conveyance, act or deed, provided that there be executed, at the expense of the Corporation, all such conveyances or other instruments as may, in the opinion of Counsel, be necessary or advisable for the purpose of assigning such powers, rights, duties and responsibilities to the new Warrant Agent, including, without limitation, an appropriate instrument executed by the new Warrant Agent accepting such appointment and, at the request of the Corporation, the predecessor Warrant Agent shall, upon payment of its outstanding remuneration and expenses, execute and deliver to the new Warrant Agent an appropriate instrument transferring to such new Warrant Agent all rights and powers of the Warrant Agent hereunder.

(b) Upon the appointment of a successor agent, the Corporation shall promptly notify the Special Warrantholders thereof in the manner provided for in section 11.2.

(c) Any corporation into which or with which the Warrant Agent may be merged, consolidated or amalgamated, or any corporation resulting therefrom to which the Warrant Agent shall be a party, or any corporation succeeding to the trust business of the Warrant Agent shall be the successor to the Warrant Agent hereunder without any further act on its part or any of the parties hereto, provided that such corporation would be eligible for appointment as a successor agent under subsection 10.8(a).

(d) Any Special Warrant Certificates certified but not delivered by a predecessor agent may be certified by the successor trustee in the name of the predecessor or successor agent.

(e) The parties acknowledge that federal and/or provincial legislation that addresses the protection of individuals' personal information (collectively the "Privacy Laws") applies to obligations and activities under this Indenture. Despite any other provision of this Indenture, neither party shall take or direct any action that would contravene, or cause the other to contravene, applicable Privacy Laws. The Corporation shall, prior to transferring or causing to be transferred personal information to the Warrant Agent, obtain and retain required consents of the relevant individuals to the collection, use and disclosure of their personal information, or shall have determined that such consents

either have previously been given upon which the parties can rely or are not required under the Privacy Laws. The Warrant Agent shall use commercially reasonable efforts to ensure that its services hereunder comply with Privacy Laws. Specifically, the Warrant Agent agrees: (i) to have a designated chief privacy officer; (ii) to maintain policies and procedures to protect personal information and to receive and respond to any privacy complaint or inquiry; (iii) to use personal information solely for the purposes of providing its services under or ancillary to this Indenture and not to use it for any other purpose except with the consent of or direction from the Corporation or the individual involved; (iv) not to sell or otherwise improperly disclose personal information to any third party; and (v) to employ administrative, physical and technological safeguards to reasonably secure and protect personal information against loss, theft, or unauthorized access, use or modification.

(f) In case at any time the name of the Warrant Agent is changed and at such time any of the Special Warrant Certificates have been countersigned but not delivered, the Warrant Agent may adopt the countersignature under its prior name and deliver Special Warrant Certificates so countersigned; and in case at that time any of the Special Warrant Certificates have not been countersigned, the Warrant Agent may countersign such Special Warrant Certificates either in its prior name or in its changed name; and in all such cases such Special Warrant Certificates will have the full force provided in the Special Warrant Certificates and in this Indenture.

10.9 Conflict of Interest

(a) The Warrant Agent represents to the Corporation that at the time of execution and delivery hereof no material conflict of interest exists between its role as agent hereunder and its role in any other capacity and agrees that in the event of a material conflict of interest arising hereafter it will, within ninety (90) days after ascertaining that it has such material conflict of interest, either eliminate the same or resign its duties hereunder or assign its duties hereunder to a successor agent approved by the Corporation and meeting the requirements set forth in section 10.8(a). Notwithstanding the foregoing provisions of this subsection 10.9(a), if any such material conflict of interest exists or hereafter shall exist, the validity and enforceability of this Indenture and the Special Warrant Certificates shall not be affected in any manner whatsoever by reason thereof.

(b) Subject to subsection 10.9(a), the Warrant Agent, in its personal or any other capacity, may buy, lend upon and deal in securities of the Corporation and generally may contract and enter into financial transactions with the Corporation or any Subsidiary of the Corporation without being liable to account for any profit made thereby.

10.10 Acceptance of Duties

The Warrant Agent hereby accepts the duties and obligations declared and provided for in this Indenture and agrees to perform the same upon the terms and conditions herein set forth.

10.11 Warrant Agent Not to be Appointed Receiver

The Warrant Agent and any person related to the Warrant Agent shall not be appointed a receiver, a receiver and manager or liquidator of all or any part of the assets or undertaking of the Corporation.

10.12 Reliance by the Warrant Agent

The Warrant Agent may act on the opinion or advice obtained from Counsel to the Warrant Agent and shall, provided it acts in good faith in reliance thereon, not be responsible for any loss occasioned by doing so nor shall it incur any liability or responsibility for determining in good faith not to act upon such opinion or advice. The Warrant Agent shall be protected in acting and relying reasonably upon any written notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as the “Documents”) furnished to it and signed by any person required to or entitled to execute and deliver to the Warrant Agent any such Documents in connection with this Special Warrant Indenture, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth and accuracy of any information therein contained, which it in good faith believes to be genuine.

10.13 Indemnity of Warrant Agent

Without limiting any protection or indemnity of the Warrant Agent under any other provision hereof, or otherwise at law, the Corporation hereby agrees to indemnify and hold harmless the Warrant Agent and its directors, officers, agents and employees at all times from and against all claims, demands, losses, actions, causes of actions, costs, charges, expenses, damages and liabilities whatsoever arising in connection with this Indenture, including, without limitation, those arising out of or related to actions taken or omitted to be taken by the Warrant Agent contemplated hereby, legal fees and disbursements on a solicitor and client basis, and costs and expenses incurred in connection with the enforcement of this indemnity, which the Warrant Agent may suffer or incur, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of its duties hereunder as Warrant Agent. The foregoing provisions of this section do not apply to the extent that in any circumstances the Warrant Agent or its employees or agents acted with gross negligence, willful misconduct or fraud. It is understood and agreed that this indemnification shall survive the termination of this Indenture or the resignation or removal of the Warrant Agent.

10.14 Right Not To Act

The Warrant Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Warrant Agent, in its sole judgment, determines that such act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Warrant Agent, in its sole judgment, determine at any time that its acting under this Indenture has resulted in its being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, then it shall have the right to resign on 10 days’

written notice to the Corporation provided: (i) that the Warrant Agent's written notice shall describe the circumstances of such non-compliance; and (ii) that if such circumstances are rectified to the Warrant Agent's satisfaction within such 10-day period, then such resignation shall not be effective.

10.15 Third Party Interests

The Corporation represents to the Warrant Agent that any account to be opened by, or interest to be held by the Warrant Agent in connection with this Indenture, for or to the credit of the Corporation, is not intended to be used by or on behalf of any third party.

ARTICLE 11

GENERAL

11.1 Notice to the Corporation and the Warrant Agent

(a) Unless herein otherwise expressly provided, any notice to be given hereunder to the Corporation or the Warrant Agent shall be deemed to be validly given if delivered, sent by registered letter, postage prepaid or faxed:

If to the Corporation:

CuOro Resources Corp.
1305 – 1090 West Georgia Street
Vancouver, BC V6E 3V7

Attention: Chief Financial Officer
Telephone: (604) 685-9316
Fax: (604) 683-1585

with a copy to:

McMillan LLP
1500 Royal Centre
1055 West Georgia Street
Vancouver, BC V6E 4N7

Attention: Jeff Wust
Telephone: (604) 691-7484
Fax: (604) 893-2367

If to the Warrant Agent:

Valiant Trust Company
310, 606 4th Street SW
Calgary, AB T2P 1T1

Attention: Manager, Corporate Trust Services
Telephone: (403) 781-8009
Fax: (403) 233-2857

and any such notice delivered or faxed in accordance with the foregoing shall be deemed to have been received on the date of delivery if faxed before 5:00 p.m. (Vancouver time), on the next Business Day following the date it was faxed if faxed after 5:00 p.m. (Vancouver time), or, if mailed, on the third (3rd) Business Day following the date of the postmark on such notice.

(b) The Corporation or the Warrant Agent, as the case may be, may from time to time notify the other in the manner provided in subsection 11.1(a) of a change of address which, from the effective date of such notice and until changed by like notice, shall be the address of the Corporation or the Warrant Agent, as the case may be, for all purposes of this Indenture.

(c) If, by reason of a strike, lockout or other work stoppage, actual or threatened, involving postal employees, any notice to be given to the Warrant Agent or to the Corporation hereunder could reasonably be considered unlikely to reach its destination, such notice shall be valid and effective only if it is delivered or faxed to the named officer of the party to which it is addressed.

11.2 Notice to Special Warranholders

(a) Unless otherwise provided herein, any notice to the Special Warranholders under the provisions of this Indenture shall be valid and effective if sent by letter, postage prepaid or delivered addressed to such holders at their addresses appearing on the register referred to above and shall be deemed to have been effectively given on the date of delivery or, if mailed, on the date that is three (3) Business Days following actual posting of the notice. Accidental error or omission in giving notice or accidental failure to mail notice to any holder will not invalidate any action or proceeding provided therein.

(b) If, by reason of any interruption of mail service, actual or threatened, any notice to be given to the Special Warranholders by the Warrant Agent or the Corporation would be unlikely to reach its destination in the ordinary course of mail, such notice shall be valid and effective only if published once (i) in the national edition of *The Globe & Mail*; and (ii) in such other place or places and manner, if any, as the Warrant Agent may require. Any notice given to Special Warranholders by publication shall be deemed to have been given on the last day on which publication shall have been effected.

11.3 Ownership of Special Warrants

The Corporation and the Warrant Agent may deem and treat the registered owner of any Warrant Certificate as the absolute owner of the Special Warrant represented thereby for all purposes, and the Corporation and the Warrant Agent shall not be affected by any notice or knowledge to the contrary except where the Corporation or the Warrant Agent is required to take notice by statute or by order of a court of competent jurisdiction. A Special Warranholder shall be entitled to the rights contained by such Special Warrant Certificate free from all equities or rights of set-off or

counterclaim between the Corporation and the original or any intermediate holder of the Special Warrants and all persons may act accordingly and the issuance thereto in accordance with the terms hereof pursuant thereto shall be a good discharge to the Corporation and the Warrant Agent for the same and the Corporation and the Warrant Agent shall not be bound to inquire into the title of any such holder except where the Corporation or the Warrant Agent is required to take notice by statute or by order of a court of competent jurisdiction.

11.4 Counterparts

This Indenture may be executed by facsimile and in several counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument and notwithstanding their date of execution they shall be deemed to be executed as of the date hereof.

11.5 Satisfaction and Discharge of Indenture

Upon the earlier of:

- (a) the date by which there shall have been delivered to the Warrant Agent for exercise or destruction all Special Warrant Certificates theretofore certified hereunder, or
- (b) the Expiry Time;

and if all certificates representing Special Warrant Shares and Purchase Warrants comprising the Special Warrant Units required to be issued have been issued and delivered, this Indenture shall cease to be of force or effect. Notwithstanding the foregoing, the indemnities provided to the Warrant Agent by the Corporation hereunder shall remain in full force and effect and survive the termination of this Indenture.

11.6 Provisions of Indenture and Special Warrants for the Sole Benefit of Parties and Special Warranholders

Nothing in this Indenture or in the Special Warrant Certificates, expressed or implied, shall give or be construed to give to any person other than the parties hereto and the Special Warranholders, as the case may be, any legal or equitable right, remedy or claim under this Indenture, or under any covenant or provision herein or therein contained, all such covenants and provisions being for the sole benefit of the parties hereto and the Special Warranholders.

11.7 Special Warrants Owned by the Corporation or its Subsidiaries – Certificate to be Provided

For the purpose of disregarding any Special Warrants owned legally or beneficially by the Corporation or any Subsidiary of the Corporation in section 8.16, the Corporation shall provide to the Warrant Agent, from time to time, a certificate of the Corporation setting forth, as at the date of such certificate:

- (a) the names (other than the name of the Corporation) of the registered holders of Special Warrants which, to the knowledge of the Corporation, are owned by or held for the account of the Corporation or any Subsidiary of the Corporation; and
- (b) the number of Special Warrants owned legally or beneficially by the Corporation or any Subsidiary of the Corporation;

and the Warrant Agent, in making the computations in section 8.16, shall be entitled to rely on such certificate without any additional evidence.

11.8 Waiver

Each of the parties hereto shall have the right to waive any of its rights under this Indenture, in whole or in part, in its absolute discretion, and any such right once waived may thereafter, subject to the terms of the waiver, be reasserted by such party at any time and enforced pursuant to the terms of this Indenture.

11.9 Governing Law

This Indenture and Special Warrant Certificates shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein and shall be treated in all respects as British Columbia contracts. Each of the parties irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia with respect to all matters arising out of this Indenture and the transactions contemplated herein.

IN WITNESS WHEREOF the parties hereto have executed this Indenture under their respective corporate seals and the hands of their proper officers as of the date first above written.

CUORO RESOURCES CORP.

Per: “Robert Sedgemore”
Authorized Signatory

Per: “Nick Demare”
Authorized Signatory

VALIANT TRUST COMPANY

Per: “Janet M. Brown”
Authorized Signatory

Per: “Ramie Lousa”
Authorized Signatory

THIS IS SCHEDULE "A" to the Special Warrant Indenture made as of May 31, 2011 between CUORO RESOURCES CORP. and VALIANT TRUST COMPANY, as warrant agent

UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE OCTOBER 1, 2011.

WITHOUT PRIOR WRITTEN APPROVAL OF THE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL OCTOBER 1, 2011.

[Include the following legend on Global Certificates:

UNLESS THIS CERTIFICATE IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF CDS CLEARING AND DEPOSITORY SERVICES INC. ("CDS") TO CUORO RESOURCES CORP. (THE "ISSUER") OR ITS AGENT FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY CERTIFICATE ISSUED IN RESPECT THEREOF IS REGISTERED IN THE NAME OF CDS, OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS (AND ANY PAYMENT IS MADE TO CDS OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF CDS), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL SINCE THE REGISTERED HOLDER HEREOF, CDS, HAS A PROPERTY INTEREST IN THE SECURITIES REPRESENTED BY THIS CERTIFICATE HEREIN AND IT IS A VIOLATION OF ITS RIGHTS FOR ANOTHER PERSON TO HOLD, TRANSFER OR DEAL WITH THIS CERTIFICATE. THIS CERTIFICATE IS ISSUED PURSUANT TO A BOOK-ENTRY ONLY SECURITIES SERVICES AGREEMENT BETWEEN THE ISSUER AND CDS, AS SUCH AGREEMENT MAY BE REPLACED OR AMENDED FROM TIME TO TIME.]

CUSIP No. ◆
ISIN No. ◆

**SPECIAL WARRANT
(Units)**

CUORO RESOURCES CORP.

(Incorporated under the *Business Corporations Act* (British Columbia))

SPECIAL WARRANT CERTIFICATE NO. ◆

_____ SPECIAL WARRANTS,
entitling the holder to acquire, subject to adjustment, one (1)
Special Warrant Unit, each Special Warrant Unit comprised
of one Special Warrant Share and one-half of one Purchase

Warrant for each Special Warrant represented hereby.

THIS IS TO CERTIFY THAT

(hereinafter referred to as the “**holder**”) is entitled to acquire (without payment of any additional consideration) in the manner and subject to the restrictions and adjustments set forth herein and in the Indenture (as such term is defined below), at any time and from time to time prior to 9:00 a.m. (Vancouver time) (the “**Expiry Time**”) on the Expiry Date, one (1) unit (a “**Special Warrant Unit**”) each Special Warrant Unit comprised of one (1) fully paid and non-assessable common share (a “**Special Warrant Share**”) in the capital of CuOro Resources Corp. (the “**Corporation**”) as such shares were constituted on the Effective Date and one-half (0.5) of one common share purchase warrant (“**Purchase Warrant**”) each whole Purchase Warrant entitling the holder to purchase one common share (a “**Warrant Share**”) at an exercise price of \$2.50 per Warrant Share on or prior to May 31, 2013 for each Special Warrant represented hereby; provided however that if a Receipt for the Prospectus is not obtained by the Corporation or it otherwise fails to qualify the Special Warrant Shares and Purchase Warrants to be issued on the exercise or deemed exercise of the Special Warrants in each of the Selling Jurisdictions in the manner described in the Indenture prior to July 15, 2011 being the date which is forty-five (45) days from the Closing Date, holders of Special Warrants shall be entitled to acquire, for each Special Warrant exercised or deemed to be exercised by such holders, 1.1 Special Warrant Units (the “**Penalty Provision**”).

The Special Warrants represented by this certificate are created and issued under and pursuant to a Special Warrant Indenture (herein referred to as the “**Indenture**”) made as of May 31, 2011 between the Corporation and Valiant Trust Company (the “**Warrant Agent**”). Reference is made to the Indenture and any instruments supplemental thereto for a full description of the rights of the holders of the Special Warrants and the terms and conditions upon which the Special Warrants are, or are to be, issued and held, with the same effect as if the provisions of the Indenture and all instruments supplemental thereto were herein set forth. By acceptance hereof, the holder assents to all provisions of the Indenture. In the event of any conflict between the provisions of this Special Warrant Certificate and the Indenture, the terms of the Indenture shall govern. The Corporation will furnish to the holder, on request and upon payment of a reasonable charge for photocopying and postage, a copy of the Indenture.

Whenever used herein capitalized terms not defined in this Special Warrant Certificate but defined in the Indenture shall have the meanings ascribed thereto in the Indenture.

At the Expiry Time on the Expiry Date, the rights of all holders of Special Warrants to acquire Special Warrant Units represented hereby shall be deemed to be exercised and the Special Warrant Units issuable hereunder shall be deemed to be issued to the holder or holders of record hereof at such time without any further action on the part of the holder hereof and the Warrant Agent is hereby authorized to do all things and take such action for and on behalf of such holder to exercise such Special Warrants. The Special Warrant Units issued upon such deemed exercise shall be sent by courier or by first class registered mail by the Warrant Agent to the holder at its registered address. Thereafter, Special Warrant Certificates are null and void and will represent only the right of the registered holder thereof to receive the Special Warrant Units to be issued upon exercise.

The right to acquire Special Warrant Units may be exercised by the holder within the time set forth above by:

- (a) duly completing and executing the Exercise Form attached hereto; and
- (b) surrendering this Special Warrant Certificate to the Warrant Agent at its principal offices in the City of Vancouver, British Columbia.

Prior to the Expiry Time, these Special Warrants shall be deemed to be surrendered only upon personal delivery hereof or, if sent by mail or other means of transmission, upon actual receipt hereof by the Warrant Agent at the offices of the Warrant Agent referred to above.

Upon the exercise or deemed exercise of these Special Warrants, the person or persons in whose name or names the Special Warrant Units issuable upon exercise of the Special Warrants are to be issued shall be deemed for all purposes (except as provided in the Indenture hereinafter referred to) to be the holder or holders of record of such Special Warrant Shares and Purchase Warrants and the Corporation covenants that it will (subject to the provisions of the Indenture) cause a certificate or certificates representing such Special Warrant Units to be delivered to the person or persons listed in the register of Special Warrantholders kept by the Warrant Agent or, as applicable, at the address or addresses specified in the Exercise Form within three (3) business days of the date such Special Warrants are surrendered or deemed to be exercised.

The registered holder of these Special Warrants may acquire any lesser number of Special Warrant Shares and Purchase Warrants than the total number of Special Warrant Units that may be acquired upon the exercise of the Special Warrants represented by this Special Warrant Certificate. In such event, the holder shall be entitled to receive a new Special Warrant Certificate for the balance of the Special Warrant Units which may be acquired. No fractional Special Warrant Shares or Purchase Warrants will be issued. Any Special Warrant Shares and Purchase Warrants comprising Special Warrant Units that are issued pursuant to the terms hereof shall be rounded down to the next whole number, without any compensation therefore.

The Indenture provides that, in accordance with its terms, in the event of any alteration of the Common Shares, including any subdivision, consolidation or reclassification, and in the event of any form of reorganization of the Corporation, including any amalgamation, merger or arrangement, the holders of Special Warrants shall, upon exercise of the Special Warrants following the occurrence of any such event, be entitled to receive the same number and kind of securities as they would have been entitled to receive had they exercised their Special Warrants immediately prior to the occurrence of any such event, provided that no fractional Special Warrant Shares or Purchase Warrants will be issued.

The holder of this Special Warrant Certificate may, at any time prior to the Expiry Time on the Expiry Date, upon surrender hereof to the Warrant Agent at its principal office in the City of Vancouver, British Columbia, exchange this Special Warrant Certificate for other Special Warrant Certificates entitling the holder to acquire, in the aggregate, the same number of Special Warrant Units as may be acquired under this Special Warrant Certificate.

The holding of the Special Warrants evidenced by this Special Warrant Certificate shall not constitute the holder thereof a shareholder of the Corporation or entitle the holder to any right or

interest in respect thereof except as expressly provided in the Indenture and in this Special Warrant Certificate.

The Indenture provides that all holders of Special Warrants shall be bound by any resolution passed at a meeting of the holders held in accordance with the provisions of the Indenture and by resolutions signed by the holders of Special Warrants holding a specified majority of the then outstanding Special Warrants.

The Special Warrants evidenced by this Special Warrant Certificate may be transferred on the register kept at the offices of the Warrant Agent by the registered holder hereof or its legal representatives or its attorney duly appointed by an instrument in writing in form and execution satisfactory to the Warrant Agent, upon compliance with the conditions prescribed in the Indenture and upon compliance with such reasonable requirements as the Warrant Agent may prescribe. **THE TRANSFER OF SPECIAL WARRANTS EVIDENCED HEREBY IS RESTRICTED BY APPLICABLE SECURITIES LAWS. HOLDERS ARE ADVISED TO CONSULT THEIR LEGAL COUNSEL IN THIS REGARD.**

The Special Warrants evidenced by this Special Warrant Certificate have not been and will not be registered under the United States *Securities Act of 1933*, as amended (the “**US Securities Act**”), and may not be offered or sold to a person in the United States. Compliance with the securities laws of any jurisdictions is the responsibility of the holder of this Special Warrant Certificate and its transferee.

This Special Warrant Certificate shall not be valid for any purpose whatever unless and until it has been certified by or on behalf of the Warrant Agent.

Time shall be of the essence hereof.

This Special Warrant Certificate shall be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

[THIS SPACE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the Corporation has caused this Special Warrant Certificate to be signed by a duly authorized officer as of May 31, 2011.

CUORO RESOURCES CORP.

Per: _____
Authorized Signatory

Certified by:

VALIANT TRUST COMPANY
warrant agent

By: _____

Date: _____

EXERCISE FORM

TO: CUORO RESOURCES CORP.

AND TO: VALIANT TRUST COMPANY

The undersigned hereby exercises the right pursuant to the Special Warrants represented by this Special Warrant Certificate to acquire _____ Special Warrant Shares and Purchase Warrants of CuOro Resources Corp. as constituted on May 31, 2011 (or such number of other securities or property to which such Special Warrants entitle the undersigned in lieu thereof or in addition thereto under the provisions of the Indenture referred to in this Special Warrant Certificate), in accordance with and subject to the provisions of such Indenture.

The Special Warrant Shares and Purchase Warrants (or other securities or property) are to be issued and delivered as follows:

Name: _____

Address for registration: _____

Address for delivery: _____

Number of Special Warrant Shares and Purchase Warrants: _____

Note: If further nominees intended, please attach (and initial) a schedule giving these particulars.

DATED this _____ day of _____, 20_____.

Signature of Guaranteed

Signature of Warrantholder or
Authorized Representative

Print full name

Title or Capacity of Authorized
Representative

Daytime Phone Number

NOTES:

(1) SPECIAL WARRANT SHARES AND PURCHASE WARRANTS RECEIVED ON THE EXERCISE OF THE SPECIAL WARRANTS MAY BE SUBJECT TO A “HOLD PERIOD” UNDER APPLICABLE SECURITIES LAWS IF THE SPECIAL WARRANTS ARE EXERCISED PRIOR TO THE DATE ON WHICH A RECEIPT FOR A PROSPECTUS IS ISSUED OR IF A RECEIPT IS NOT ISSUED BY THE APPLICABLE SECURITIES COMMISSION WITH RESPECT TO THE SPECIAL WARRANT UNITS OF THE CORPORATION TO BE ISSUED OR DELIVERED ON THE EXERCISE OF THIS SPECIAL WARRANT CERTIFICATE.

(2) SPECIAL WARRANT SHARES AND PURCHASE WARRANTS WILL BE ISSUED IN THE NAME OF THE REGISTERED HOLDER AND DELIVERED TO THE ADDRESS OF THE REGISTERED HOLDER AS IT APPEARS ON THE SPECIAL WARRANT REGISTER UNLESS OTHERWISE DIRECTED.

Instructions:

1. The registered holder may exercise its right to receive Special Warrant Units by completing this form and surrendering this form and the Special Warrant Certificate representing the Special Warrants being exercised to Valiant Trust Company at its principal office at 600 – 750 Cambie Street, Vancouver, V6B 0A2. Certificates for Special Warrant Shares and Purchase Warrants will be delivered or mailed within five (5) business days after the exercise of the Special Warrants.
2. If the Exercise Form indicates that Special Warrant Units are to be issued to a person or persons other than the registered holder of the Special Warrant Certificate, the signature of such holder on the Exercise Form must be guaranteed by a Canadian schedule 1 chartered bank, a member of the Securities Transfer Agent Medallion Program (STAMP), a member of the Stock Exchanges Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Dealers Association of Canada, members of the National Association of Securities Dealers or banks and trust companies in the United States.
3. If the Exercise Form is signed by a trustee, executor, administrator, curator, guardian, attorney, officer of a corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to Valiant Trust Company and CuOro Resources Corp.

TRANSFER OF SPECIAL WARRANTS

NOTE: SPECIAL WARRANTS MAY BE TRANSFERRED ONLY IN ACCORDANCE WITH APPLICABLE LAW

**TO: CUORO RESOURCES CORP.
c/o Valiant Trust Company
600 - 750 Cambie Street
Vancouver, British Columbia V6B 0A2**

FOR VALUE RECEIVED, the undersigned hereby sells, assigns and transfer to

(full name of Transferee)

(address of Transferee)

_____ Special Warrants of CuOro Resources Corp. registered in the name of the undersigned on the records maintained by Valiant Trust Company represented by the _____ Special Warrant Certificate attached and irrevocably appoints the attorney of the undersigned to transfer the said securities on the books or register with full power of substitution.

The Transferor hereby certifies that one of the following provisions applies to it (initial the applicable provision):

_____ is not in the United States, is not a U.S. Person (as defined in the regulations made under the United States Securities Act of 1933, as amended) and is not acting for the account or benefit of a U.S. Person; OR

_____ either the Transferee or the Transferor has provided herewith an opinion of legal counsel of recognized standing in form and substance reasonably satisfactory to the Corporation that the transfer of Special Warrants to the Transferee is exempt from the registration requirements of the United States Securities Act of 1933, as amended, and any applicable state securities laws

The undersigned certifies that all applicable Canadian and foreign securities laws and requirements of regulatory authorities respecting the transfer of the said securities have been complied with.

DATED the _____ day of _____.

Signature of Guarantor

(Signature of Special Warrantholder)

Name of Guarantor

Instructions:

1. The Signature of the Special Warrantholder must be the signature of the person whose name appears on the face page of the Special Warrant Certificate.
2. If the Transfer Form is signed by the trustee, executor, administrator, curator, guardian, attorney, officer of the corporation or any person acting in a fiduciary or representative capacity, the certificate must be accompanied by evidence of authority to sign satisfactory to the Warrant Agent and the Corporation.
3. The signature on the Transfer Form must be guaranteed by a Canadian schedule 1 chartered bank, a member of the Securities Transfer Agent Medallion Program (STAMP), a member of the Stock Exchanges Medallion Program (SEMP) or a member of the New York Stock Exchange Inc. Medallion Signature Program (MSP). Members of these programs are usually members of a recognized stock exchange in Canada or the United States, members of the Investment Dealers Association of Canada, members of the National Association of Securities Dealers or banks and trust companies in the United States.
4. Special Warrants shall only be transferable in accordance with applicable laws. The transfer of Special Warrants to a purchaser not resident in a Selling Jurisdiction may result in the Special Warrant Shares and Purchase Warrants obtained upon the exercise of the Special Warrants and the Purchase Warrant Shares obtained upon the exercise of the Purchase Warrants (whether after or before obtaining receipts for a final prospectus relating to the distribution of Special Warrant Shares and Purchase Warrants upon exercise of Special Warrants and the Purchase Warrant Shares obtained upon exercise of the Purchase Warrants) not being freely tradeable in the jurisdiction where such purchaser is resident.

ACKNOWLEDGEMENT AND DIRECTION OF TRANSFEREE

TO: _____ (the "Transferor")

- and -

TO: **CUORO RESOURCES CORP.**
c/o Valiant Trust Company
600 - 750 Cambie Street
Vancouver, British Columbia V6B 0A2

The undersigned (the "Transferee") of _____ Special Warrants of CuOro Resources Corp. (the "**Corporation**") hereby acknowledges that such Special Warrants are subject to the terms, conditions and provisions of the attached Special Warrant Certificate and the terms of the Special Warrant Indenture between the Corporation and Valiant Trust Company dated May 31, 2011.

The Transferee hereby certifies that one of the following provisions applies to it (initial the applicable provision):

_____ the Transferee is not in the United States, is not a U.S. Person (as defined in the regulations made under the United States Securities Act of 1933, as amended) and is not acting for the account or benefit of a U.S. Person; OR

_____ either the Transferee or the Transferor has provided herewith an opinion of legal counsel of recognized standing in form and substance reasonably satisfactory to the Corporation that the transfer of Special Warrants to the Transferee is exempt from the registration requirements of the United States Securities Act of 1933, as amended, and any applicable state securities laws.

The Transferee directs that the certificates for the Special Warrants are to be registered and delivered as follows:

Name: _____

Address for registration:: _____

Address for delivery: _____

If the Transferee is signing as agent for a principal and not as agent for a fully-managed account the name or address of the beneficial purchaser is:

DATED the _____ day of _____, 2011.

By: _____
Name:
Title:

THIS IS SCHEDULE "B" to the Special Warrant Indenture made as of May 31, 2011 between
CUORO RESOURCES CORP. and VALIANT TRUST COMPANY, as warrant agent

FORM DECLARATION OF REMOVAL OF LEGEND

To: Valiant Trust Company
as registrar and warrant agent
for Special Warrants of
CuOro Resources Corp.

And to: CuOro Resources Corp.

The undersigned (A) acknowledges that the sale of the securities to which this declaration relates is being made in reliance on Rule 904 of Regulation S ("Regulation S") under the U.S. Securities Act of 1933, as amended (the "1933 Act") and (B) certifies that (1) it is not an "affiliate" (as defined in Rule 405 under the 1933 Act) of CuOro Resources Corp., (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States or (b) the transaction was executed on or through the facilities of the TSX Venture Exchange or other "designated offshore securities market" and neither the seller nor any person acting on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any person acting on its behalf has engaged or will engage in any directed selling efforts in connection with the offer and sale of such securities, (4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the 1933 Act), (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities, and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the 1933 Act. Terms used herein have the meanings given to them by Regulation S.

Dated: _____

By: _____

Name:

Title:

THIS IS SCHEDULE "C" to the Special Warrant Indenture made as of May 31, 2011 between CUORO RESOURCES CORP. and VALIANT TRUST COMPANY, as warrant agent

TO: VALIANT TRUST COMPANY

DEEMED EXERCISE NOTICE

Reference is made to the Special Warrant Indenture dated May 31, 2011 (the "Special Warrant Indenture") between CuOro Resources Corp. (the "Corporation") and Valiant Trust Company (the "Special Warrant Agent"). Unless otherwise defined herein, words and terms with the initial letter or letters thereof capitalized shall have the meanings given to such words and terms in the Special Warrant Indenture.

The Corporation hereby represents, warrants and certifies to the Special Warrant Agent (**one of the following must be checked**) that:

- a Receipt for the Final Prospectus qualifying the conversion of the Special Warrants has been issued by the Securities Commissions and received by the Corporation; or
- no Receipt has been issued and confirms that the date hereof is three Business Days prior to the Expiry Date.

Accordingly, in accordance with the Special Warrant Indenture, all outstanding Special Warrants are deemed to have been exercised and the Special Warrant Agent is hereby authorized and directed to issue Special Warrant Shares and Purchase Warrants to the Special Warrantholders in accordance with the terms of the Special Warrant Indenture.

In accordance with, and within the periods described in, the Special Warrant Indenture, the Shares are to be delivered to

This Deemed Exercise Notice, which may be delivered by facsimile, is irrevocable and shall constitute your good and sufficient authority for taking the actions described herein.

Dated this ____ day of _____, 2011.

CUORO RESOURCES CORP.

By: _____