
SHARE PURCHASE AGREEMENT

SCHINDLERS HONG KONG LIMITED AS TRUSTEE OF THE PICKWICK TRUST

and -

TELFERSCOT RESOURCES INC.

January 11, 2016

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT dated the 11th day of January, 2016 (the "Agreement") is made

A M O N G :

SCHINDLERS HONG KONG LIMITED AS TRUSTEE OF THE PICKWICK TRUST, a Trust established in accordance with the laws of Jersey, C [REDACTED]
E [REDACTED] §

(hereinafter referred to as the "**Purchaser**")

OF THE FIRST PART

- and -

TELFERSCOT RESOURCES INC., a corporation incorporated under the laws of Canada

(hereinafter referred to as the "**Vendor**")

OF THE SECOND PART

WHEREAS A. Kolwezi Copper Corp. (the "Corporation") owns all of the issued and outstanding shares of LaMiniere du Congo SPRL, a company incorporated in the Democratic Republic of Congo, and which owns certain mineral rights located in the Democratic Republic of Congo.

B The Vendor owns 2,775 common shares (the "**Common Shares**") of the Corporation;

C. The Purchaser wishes to purchase the Common Shares for the purchase price to be determined hereunder in two tranches.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein and for other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

ARTICLE 1 - INTERPRETATION

Section 1.1 Definitions. In this Agreement, unless the context otherwise requires, the following terms shall have the following respective meanings:

- (a) **“Agreement”** means this agreement and all amendments thereto by written agreement between the Parties;
- (b) **“Business Day”** means any day other than a Saturday, Sunday or statutory holiday in the Province of Ontario;
- (c) **“Closing Date”** means either the First Closing Date or the Second Closing Date as applicable;
- (d) **“Closing Time”** means 4:00 p.m. E.S.T. on the applicable Closing Date or such other time on such date as may be agreed by the Parties;
- (e) **“Common Shares”** means the 2,775 Common Shares of the Corporation owned by the Vendor;
- (f) **“Encumbrance”** means any mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, right of others or security interest of any kind;
- (g) **“First Closing”** means the completion of the sale to and purchase by the Purchaser of the First Tranche Common Shares;
- (h) **“First Closing Date”** means the date hereof;
- (i) **“First Tranche Common Shares”** means the 575 common shares to be transferred pursuant to the First Closing;
- (j) **“First Tranche Purchase Price”** has the meaning ascribed thereto in Section 3.2.
- (k) **“Governmental Authority”** means any applicable federal, provincial or municipal agency, ministry, crown corporation, department, inspector or official;
- (l) **“Indemnified Party”** has the meaning ascribed thereto in Section 8.1;
- (m) **“Indemnifying Party”** has the meaning ascribed thereto in Section 8.1;
- (n) **“LOI”** means the letter of intent dated November 9, 2015 executed by Seymour Chertkow and the Vendor.

- (o) **“Parties”** means the Purchaser and the Vendor, and any of their respective permitted successors or assigns, collectively, and **“Party”** means any one of them;
- (p) **“Person”** means an individual, body corporate, partnership, or trust or unincorporated association, unincorporated syndicate, unincorporated organization, and a natural person in his or her capacity as executor, trustee, administrator or legal representative;
- (q) **“Purchase Price”** has the meaning ascribed thereto in Section 3.1;
- (r) **“Second Closing”** means the completion of the sale to and purchase by the Purchaser of the Second Tranche Common Shares;
- (s) **“Second Closing Date”** means the date that is two (2) Business Days following all of the conditions in Article 7 being met or such other date as the Parties may agree as the date upon which the Closing shall take place;
- (t) **“Second Tranche Common Shares”** means the 2,200 common shares to be transferred pursuant to the Second Closing;
- (u) **“Second Tranche Purchase Price”** has the meaning ascribed thereto in Section 3.3; and
- (v) **“Shareholder Agreement”** means the Corporation’s shareholder agreement dated November 15, 2013.

Section 1.2 Entire Agreement. This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties pertaining to the purchase and sale of the Common Shares and other matters between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no warranties, representations and other agreements between the parties hereto in connection with the subject matter hereof save and except as specifically set forth in this Agreement.

Section 1.3 Extended Meanings. In this Agreement words importing the singular number include the plural and vice versa, and words importing gender include all genders.

Section 1.4 Headings. The division of this Agreement into articles, Sections, subsections, paragraphs and clauses and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Section 1.5 References. References to an Article, Section, subsection, paragraph, clause or schedule shall be construed as references to an Article, Section, subsection, paragraph of or schedule to this Agreement unless the context otherwise requires.

Section 1.6 Business Day. Whenever any payment to be made or action to be taken under this Agreement is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next Business Day following.

Section 1.7 Approval or Consent of a Party. Whenever a provision of this Agreement or a Schedule requires an approval or consent by a Party to this Agreement and notification of such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its consent or approval.

Section 1.8 Governing Law. This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 1.9 Payments and Currency. Any money to be paid or tendered by one party to another pursuant to this Agreement shall be paid by bank draft or certified cheque payable to the person to whom such amount is due. Unless otherwise specified, the word “dollar” and the “\$” sign refer to U.S. currency. Any tender of documents or money pursuant to this Agreement may be made upon the Parties or their respective counsels.

ARTICLE 2 - PURCHASE AND SALE

Section 2.1 Agreement to Purchase First Tranche - Subject to the terms and conditions hereof, on the First Closing Date the Vendor shall sell the First Tranche Common Shares to the Purchaser and the Purchaser shall purchase the First Tranche Common Shares from the Vendor.

Section 2.2 Agreement to Purchase Second Tranche - Subject to the terms and conditions hereof, on the Second Closing Date the Vendor shall sell the Second Tranche Common Shares to the Purchaser and the Purchaser shall purchase the Second Tranche Common Shares from the Vendor.

ARTICLE 3 - PAYMENT OF PURCHASE PRICE

Section 3.1 Amount of Purchase Price. The purchase price (the “**Purchase Price**”) payable by the Purchaser for the Common Shares shall be US\$308 per common share.

Section 3.2 First Tranche Purchase Price. The First Tranche Purchase Price shall be US\$177,100 and calculated by multiplying the Purchase Price by the number of First Tranche Common Shares. The First Tranche Purchase Price shall be paid and satisfied at the First Closing Date by delivery to the Purchaser on the First Closing Date of a bank draft or wire transfer in the amount of the First Tranche Purchase Price payable to the Vendor.

Section 3.3 Second Tranche Purchase Price. The Second Tranche Purchase Price shall be US\$677,600 and calculated by multiplying the Purchase Price by the number of Second Tranche Common Shares. The Second Tranche Purchase Price shall be paid and satisfied at the Second

Closing Date by delivery to the Purchaser on the Second Closing Date of a bank draft or wire transfer in the amount of the Second Tranche Purchase Price payable to the Vendor.

ARTICLE 4- REPRESENTATIONS AND WARRANTIES OF THE VENDOR

Section 4.1 Representations and Warranties of the Vendor. The Vendor hereby represents and warrants to the Purchaser as follows, as of the date hereof and acknowledges that the Purchaser is relying on the following representations and warranties in connection with the purchase by the Purchaser of the Common Shares from the Vendor:

- (a) Existence – The Vendor is a limited company incorporated, organized and subsisting under the laws of Canada.
- (b) Capacity to enter Agreement – The Vendor has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and thereunder.
- (c) Binding Obligation - The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary corporate action on the part of the Vendor. This Agreement and the transactions contemplated herein constitutes a valid and binding obligation of the Vendor enforceable against the Vendor in accordance with the terms hereof, subject, however, to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that equitable remedies, including specific performance, are discretionary and may not be ordered in respect of certain defaults.
- (d) Absence of Conflict - None of the execution and delivery of this Agreement, the performance of obligations by the Vendor hereunder or the consummation of the transactions herein provided for will result in the creation or imposition of any Encumbrance on the Common Shares.
- (e) Title to the Common Shares
 - (i) the Vendor is now and will be at Closing the owner, beneficially and of record, of the Common Shares, and has and will have at the applicable Closing Date good title, free and clear of any Encumbrance, except for any restrictions on transfer contained in the articles of incorporation of the Corporation; and
 - (ii) there is no agreement to which the Vendor is a party that could restrict the transfer to the Purchaser of the Common Shares on each of the applicable Closing Dates.

- (f) Residency - the Vendor is not a non-resident of Canada within the meaning of s. 116 of the *Income Tax Act* (Canada).

Section 4.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendor, as follows, as of the date hereof, without any liability to the Trustee Schindlers Hong Kong Limited, and acknowledges that the Vendor is relying upon the following representations and warranties in connection with the sale by the Vendor of the Common Shares:

- (a) Existence – Purchaser. The Purchaser is a validly existing trust, duly formed and existing under the laws of Jersey. [REDACTED] (the “Trust Indenture”). Schindlers Hong Kong Limited is the trustee of the Purchaser and there are no other trustees of the Purchaser.
- (b) Capacity to enter Agreement - The Purchaser has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and thereunder.
- (c) Binding Obligation - The execution and delivery of this Agreement and the consummation of the transactions contemplated hereunder have been duly authorized by all necessary action on the part of the Purchaser. This Agreement has been duly executed and delivered by the Purchaser and constitutes a valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with the terms hereof, subject however, to applicable bankruptcy, insolvency and other laws of general application limiting the enforcement of creditors’ rights generally and to the fact that equitable remedies, including specific performance are discretionary and may not be ordered in respect of certain defaults.
- (d) Absence of Conflict - None of the execution and delivery of this Agreement, the performance of any of the Purchaser’s obligations hereunder or the consummation of the transactions herein provided for will (i) result in or constitute a breach of any term or provision of, or constitute a default under the Trust Indenture of the Purchaser or any agreement or other commitment to which the Purchaser is a party or (ii) constitute an event which would permit any party to any agreement with the Purchaser to terminate that agreement or to accelerate the maturity of any indebtedness of the Purchaser or other obligation of the Purchaser.
- (e) Regulatory Approvals - No governmental or regulatory authorization, approval, order, consent or filing is required on the part of the Purchaser, in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement;

Section 4.3 Nature and Survival of Representations and Warranties. All representations, warranties, covenants and agreements contained in this Agreement on the part of each of the

Parties shall survive the Closing for a period of 24 months, the execution and delivery of any instruments of conveyance, assignments or other instruments of transfer of title to any of the Common Shares, and the payments of the First Tranche Purchase and the Second Tranche Purchase Price or otherwise due hereunder and shall continue on in full force and effect notwithstanding the completion of the transactions hereunder.

ARTICLE 5 - COVENANTS

Section 5.1 Actions to Satisfy Closing Conditions. Each Party shall take all such actions as are within its power to control, and shall use its best efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with any conditions set forth in this Agreement which are for the benefit of any other Party.

ARTICLE 6 – PRE CONDITIONS TO FIRST CLOSING

Section 6.1 Conditions for the Benefit of the Purchaser. The obligation of the Purchaser to complete the acquisition of the First Tranche Common Shares is subject to satisfaction or compliance with each of the following conditions (each of which is acknowledged by the Vendor to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing in whole or in part):

- (a) Accuracy of Representations - All of the representations and warranties of the Vendor set forth herein shall be true and correct at the Closing, except as to those representations and warranties which may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement, including, without limitation, those in the ordinary course of business.
- (b) Performance of Obligations - the Vendor shall have performed all of the obligations hereunder to be performed at or prior to the Closing hereunder and the Vendor shall not be in breach of any agreement on its part contained herein.
- (c) Receipt of Closing Documentation - All instruments of conveyance and other documentation relating to the sale and purchase of the Common Shares, to the due authorization and completion of such sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Vendor, of its obligations under this Agreement, shall be satisfactory to the Purchaser, and the Purchaser shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings in connection with such transactions in compliance with these conditions, in form (as to certification and otherwise) and substance satisfactory to counsel for the Purchaser.
- (d) Consents and Authorizations - There shall be no injunction or restraining order issued preventing, and no pending or threatened claim, action, litigation or

proceeding, and no pending or threatened claim, action, litigation or proceeding, judicial or administrative, or investigation against any Party by any Governmental Authority for the purpose of enjoining or preventing the consummation of this Agreement, or otherwise claiming that this Agreement or the consummation thereof is improper.

Section 6.2 Conditions for the Benefit of the Vendor. The obligation of the Vendor to complete the sale of the First Tranche Common Shares is subject to the satisfaction of, or compliance with, each of the following conditions (each of which is acknowledged by the Purchaser to be for the exclusive benefit of the Vendor and may be waived by the Vendor in writing in whole or in part):

- (a) Ability to Transfer. The Purchaser shall deliver to the Vendor a copy of an executed amendment to the Shareholders Agreement that will permit the transfer of the Common Shares to the Purchaser with the written consent of all of the directors of the Corporation;
- (b) Evidence of Purchaser being subject to the Shareholder Agreement.
- (c) Accuracy of Representations - All of the representations and warranties of the Purchaser set forth herein shall be true and correct at the First Closing Date, except as to those representations and warranties which may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement.
- (d) Performance of Obligations - The Purchaser shall have performed all of the obligations hereunder to be performed by the Purchaser, at or prior to the First Closing Date and the Purchaser shall not be in breach of any agreement on its part contained herein.
- (e) Receipt of Closing Documentation - All actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser of its obligations under this Agreement shall be satisfactory to the Vendor and the Vendor shall have received copies of all such documentation or other evidence as they may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all proceedings in connection with such transactions in compliance with these conditions, in form and substance satisfactory to counsel for the Vendor.
- (f) Consents and Authorizations - There shall be no injunction or restraining order issued preventing, and no pending or threatened claim, action, litigation or proceeding, judicial or administrative, or investigation against any Party by any Governmental Authority for the purpose of enjoining or preventing the consummation of this

Agreement, or otherwise claiming that this Agreement or the consummation thereof is improper.

ARTICLE 7 – SECOND CLOSING CONDITIONS

Section 7.1 Conditions for the Benefit of the Purchaser. The obligation of the Purchaser to complete the purchase of the Second Tranche Common Shares pursuant to this Agreement is subject to the satisfaction of, or compliance with, at or before the Closing Time on the Second Closing Date, each of the following conditions (each of which is acknowledged by the Vendor to be for the exclusive benefit of the Purchaser and may be waived by the Purchaser in writing, in whole or in part):

- (a) Accuracy of Representations - All of the representations and warranties of the Vendor set forth herein shall be true and correct at the Second Closing, except as to those representations and warranties which may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement, including, without limitation, those in the ordinary course of business.
- (b) Performance of Obligations - the Vendor shall have performed all of the obligations hereunder to be performed at or prior to the Second Closing hereunder and the Vendor shall not be in breach of any agreement on their respective parts contained therein.
- (c) Receipt of Closing Documentation - All instruments of conveyance and other documentation relating to the sale and purchase of the Second Tranche Common Shares, to the due authorization and completion of such sale and purchase and all actions and proceedings taken on or prior to the Closing in connection with the performance by the Vendor, of its obligations under this Agreement, shall be satisfactory to the Purchaser, and the Purchaser shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all corporate proceedings in connection with such transactions in compliance with these conditions, in form (as to certification and otherwise) and substance satisfactory to counsel for the Purchaser.
- (d) Consents and Authorizations - There shall be no injunction or restraining order issued preventing, and no pending or threatened claim, action, litigation or proceeding, and no pending or threatened claim, action, litigation or proceeding, judicial or administrative, or investigation against any Party by any Governmental Authority for the purpose of enjoining or preventing the consummation of this Agreement, or otherwise claiming that this Agreement or the consummation thereof is improper.

Section 7.2 Conditions for the Benefit of the Vendor. The obligation of the Vendor to complete the sale of the Second Tranche Common Shares and the transactions contemplated by

this Agreement is subject to the satisfaction of, or compliance with, at or before the Closing Time on the Second Closing Date, each of the following conditions (each of which is acknowledged by the Purchaser, as applicable to be for the exclusive benefit of the Vendor and may be waived by the Vendor in writing, in whole or in part):

- (a) Declaration of Seymour Chertkow. Inasmuch as the Purchaser makes no representations or warranties to the Vendor, other than those contained in Section 4.2 above, the Purchaser shall deliver to the Vendor a statutory declaration of Seymour Chertkow confirming that the representations and warranties set out in Section 2(b)(ii) of the LOI are true and correct as of the First Closing Date.
- (b) Declarations of Ownership of Shares of the Vendor. The Purchaser shall deliver to the Vendor statutory declarations of each of Seymour Chertkow, Wayne Chertkow, and Doron Chertkow stating the number of common shares of the Vendor which each such person owns, directly or indirectly, or exercises control over, either directly and indirectly. The total number of common shares of the Vendor disclosed in these documents cannot exceed 10% of the Vendor's outstanding common shares as of the First Closing Date;
- (c) Accuracy of Representations - All of the representations and warranties of the Purchaser set forth herein shall be true and correct at the Second Closing Date, except as to those representations and warranties which may be affected by the occurrence of events or transactions expressly contemplated and permitted by this Agreement.
- (d) Performance of Obligations - The Purchaser shall have performed all of the obligations hereunder to be performed by the Purchaser, at or prior to the Second Closing Date and the Purchaser shall not be in breach of any agreement on its part contained herein.
- (e) Receipt of Closing Documentation - All actions and proceedings taken on or prior to the Closing in connection with the performance by the Purchaser of its obligations under this Agreement shall be satisfactory to the Vendor and the Vendor shall have received copies of all such documentation or other evidence as it may reasonably request in order to establish the consummation of the transactions contemplated by this Agreement and the taking of all proceedings in connection with such transactions in compliance with these conditions, in form and substance satisfactory to counsel for the Vendor.
- (f) Consents and Authorizations - There shall be no injunction or restraining order issued preventing, and no pending or threatened claim, action, litigation or proceeding, and no pending or threatened claim, action, litigation or proceeding, judicial or administrative, or investigation against any Party by any Governmental Authority for the purpose of enjoining or preventing the consummation of this

Agreement, or otherwise claiming that this Agreement or the consummation thereof is improper.

- (g) Shareholder Approval – The Shareholders of the Vendor shall have approved the sale of the Second Tranche Common Shares on or before March 30, 2016.

ARTICLE 8 - INDEMNIFICATION

Section 8.1 Indemnifications for Breaches of Warranty, etc. Save for the representations and warranties to be confirmed in the statutory declaration envisaged in Section 7.2 (a) above, which representations and warranties shall in no way or form be regarded as having been provided by the Purchaser itself, and subject to Section 8.2, each of the Vendor and the Purchaser hereby covenants and agrees with the other Party (the Party so covenanting and agreeing to indemnify the other Party being hereinafter in this Article 8 - referred to as the “Indemnifying Party” and the Party so to be indemnified being hereinafter called the “Indemnified Party”) to indemnify and save harmless the Indemnified Party, effective as and from the Closing Time, from and against any Claims which may be made or brought against the Indemnified Party and/or which it may suffer or incur as a result of, in respect of, or arising out of any non-fulfilment of any covenant or agreement on the part of the Indemnifying Party under this Agreement or any incorrectness in or breach of any representation or warranty of the Indemnifying Party contained herein or in any certificate or other document executed by the Indemnifying Party pursuant hereto. In the case of the Purchaser as an Indemnifying Party, recourse on the indemnification shall be limited to the assets of the Purchaser and there shall be no personal recourse against the Trustee Schindlers Hong Kong Limited.

Section 8.2 Mechanics for Indemnity Recovery. The following shall apply to any Claim made pursuant to Section 8.1:

- (a) promptly after becoming aware of any matter that may give rise to a Claim, the Party entitled to make the Claim (the “Claimant”) shall provide the Party against whom the Claim will be or would be made (the “Respondent”) with written notice of the Claim, specifying with reasonable particularity (to the extent that information is available) the relevant facts and an approximate estimate of the potential quantum of the Claim, if such estimate is feasible in the circumstances;
- (b) in the event that the Claim relates to liability of the Claimant to any other Person (including without limitation Her Majesty or any governmental body or agency) (the “Third Party Liability”) which is of a nature such that the Claimant is required by applicable law to make a payment to a Third Party with respect to the Claim before the completion of the settlement negotiations or related legal proceedings, the Claimant may, notwithstanding Section 8.2(c) and Section 8.2(d), make such payment and forthwith demand reimbursement for such payment from the Respondent in accordance with the other provisions of this Agreement; provided that if the amount of any liability described in this Section 8.2 as finally determined on the completion of settlement negotiations or related

legal proceedings is less than the amount which was paid by the Respondent in respect of the related Claim, the Claimant shall forthwith following the final determination pay to the Respondent the amount by which the amount of the liability finally determined is less than the amount which was so paid by the Respondent;

- (c) the Claimant shall not negotiate, settle, compromise or pay any Third Party Liability as to which it proposes to assert a Claim, except with the prior consent of the Respondent (which consent shall not be unreasonably withheld);
- (d) the Claimant shall not cause any right to appeal in respect of any Third Party Liability which is or might become the basis of a Claim to terminate without giving the Respondent written notice thereof and an opportunity to contest such Third Party Liability;
- (e) with respect to any Third Party Liability, providing the Respondent first admits the Claimant's Claim to the extent of any binding determination or settlement in connection with such Third Party Liability (or enters into arrangements otherwise satisfactory to the Claimant), in any legal or administrative proceeding in connection with the matters forming the basis of the Third Party Liability, the following procedures will apply:
 - (i) the Respondent will have carriage of the settlement of the Third Party Liability and the conduct of any related legal or administrative proceedings, but the Claimant will have the right and shall be given the opportunity to associate with the Respondent in the settlement of the Third Party Liability and the conduct of related legal or administrative proceedings (including consultation with counsel) and the Claimant shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to both Claimant and Respondent shall be retained by the Respondent;
 - (ii) each of the Claimant and the Respondent will fully cooperate with the other in all things relating to the Third Party Liability, will keep the other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available) and will designate a senior officer who will keep himself informed about and be prepared to discuss the Third Party Liability with his counterpart and with counsel at all reasonable times;
 - (iii) notwithstanding Section 8.2(e)(i) and (ii), the Respondent shall not settle the Third Party Liability or conduct any related legal or administrative proceeding in a manner which would, in the opinion of the Claimant, acting reasonably, have a material adverse impact on the Claimant except with the Claimant's prior written consent; and

- (iv) the Respondent will indemnify and hold harmless the Claimant of and from any cost, loss, damage or expense incurred or suffered as a result of the Respondent's settlement of the Third Party Liability or conduct of any related legal or administrative proceeding; and
- (f) a Claimant shall pursue any Claim made by that Claimant under this Agreement with reasonable diligence and dispatch.

ARTICLE 9- CLOSING ARRANGEMENTS

Section 9.1 Closing. Each closing shall take place at the Closing Time on the applicable Closing Date on a remote exchange basis.

Section 9.2 Closing Procedures. At the Closing Time for the First Closing:

- (a) For payment of the First Tranche Purchase Price for the First Tranche Common Shares by the Purchaser to the Vendor, the Vendor shall sell and the Purchaser shall purchase from the Vendor the First Tranche Common Shares;
- (b) the Vendor shall deliver or cause to be delivered to the Purchaser and the Corporation:
 - (i) original share certificates representing the First Tranche Common Shares in fully transferable form; and
 - (ii) all documentation to be delivered by the Vendor;
- (c) The Purchaser shall deliver or cause to be delivered to the Vendor:
 - (i) the First Tranche Purchase Price by way of telegraphic transfer; and
 - (ii) all documentation to be delivered by the Purchaser.

At the Closing Time for the Second Closing:

- (a) For payment of the Second Tranche Purchase Price for the Second Tranche Common Shares by the Purchaser to the Vendor, the Vendor shall sell and the Purchaser shall purchase from the Vendor the Second Tranche Common Shares;
- (b) the Vendor shall deliver or cause to be delivered to the Purchaser and the Corporation:
 - (i) original share certificates representing the Second Tranche Common Shares in fully transferable form; and
 - (ii) all documentation to be delivered by the Vendor;

- (c) The Purchaser shall deliver or cause to be delivered to the Vendor:
 - (i) the Second Tranche Purchase Price by way of telegraphic transfer; and
 - (ii) all documentation to be delivered by the Purchaser.

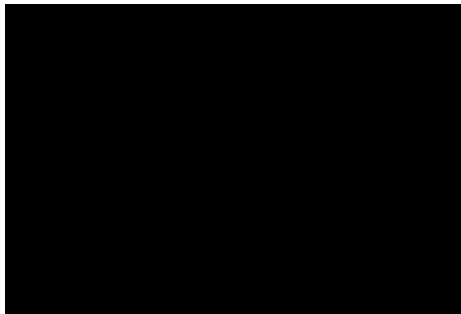
ARTICLE 10 - GENERAL

Section 10.1 Expenses. All costs and expenses (including the fees and disbursements of accountants and legal counsel) incurred in connection with the negotiation and preparation of this Agreement, and completion of the transactions contemplated by this Agreement shall be paid by the Party incurring those expenses.

Section 10.2 Time of Essence. Time shall be of the essence in all respects of this Agreement.

Section 10.3 Notices. Any communication which is required or permitted to be given or made by one Party to the other hereunder shall be in writing and shall be either personally delivered, or sent by prepaid registered mail to such Party or sent by facsimile or similar method of recorded communication, charges prepaid. Any communication given pursuant to this Agreement shall be sent to the intended recipient at its address as follows:

To: Purchaser, to it or them



To: Vendor, to it or them

or at such other email address, address or facsimile number as any Party may from time to time advise the other by notice in writing. Any communication given by email or personal delivery shall be deemed to be received on the date of delivery. Any communication given by prepaid registered mail shall be deemed to be received by the addressee thereof five (5) days after the deposit of such communication in the mail in Canada. In the event of postal disruption, such communication shall be deemed received by the addressee thereof seven (7) days after the end of such postal disruption. Any communication sent by facsimile or similar method of recorded

communication shall be deemed to have been received on the next Business Day following the date of its transmission.

Section 10.4 Further Assurances. The Parties shall execute and deliver such further agreements, documents and writings and provide such further assurances as may be required by the Parties to give effect to this Agreement and, without limiting the generality of the foregoing, shall do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all documents, agreements and writings and provide such assurances, undertakings, information and investment letters as may be required from time to time by all regulatory or governmental bodies .

Section 10.5 Amendment and Waiver. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Party to be bound. No waiver of any of the provisions of this Agreement shall constitute a waiver of any other provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

Section 10.6 Assignment. Neither this Agreement nor any right or obligations hereunder shall be assignable by any of the Parties without the prior written consent of the other Parties hereto. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective heirs, estate trustees, legal personal representatives, or successors and permitted assigns.

Section 10.7 Severability. Any provision of this Agreement, which is prohibited or unenforceable in any jurisdiction, shall not invalidate the remaining provisions hereof and any such invalid or unenforceable provision shall be deemed to be severed. Any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 10.8 Counterparts. An executed photocopy or executed facsimile copy or digitally-archived or photographically-archived copy of this executed Agreement shall have the same force and effect as an executed original Agreement and this Agreement may be executed in one or more counterparts which when taken together shall constitute a single, valid Agreement.

Section 10.9 Recitals. The Recitals to this Agreement are true in substance and in fact and are hereby incorporated by reference.

Section 10.10 Termination. This Agreement shall terminate and be of no further force or effect if the Second Closing has not occurred by March 30, 2016. If the Agreement is terminated in accordance with this clause Section 10.10, it shall not negate the transfer of the First Tranche Shares to the Purchaser on the First Closing Date.

[Remainder of page intentionally left blank, signature page to follow]

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as of the date first above written.

TELFERSCOT RESOURCES INC.

Per: *"James Garcelon"*

Title: **C.E.O.**

I have authority to bind the Corporation

**SCHINDLERS HONG KONG LIMITED
AS TRUSTEE OF THE PICKWICK
TRUST**

Per: *"Sarah Kimberley Flynn"*



I have authority to bind the Trust.