

AGENCY AGREEMENT

THIS AGREEMENT is dated for reference as of April 23, 2014 and is

AMONG:

PHOENIX GOLD RESOURCES LTD., Suite 1901, 5000 Yonge Street,
Toronto, Ontario M2N 7E9

(“Phoenix”)

AND:

ZURI CAPITAL CORP., Suite 1450 – 409 Granville Street, Vancouver, British
Columbia V6C 1T2

(“Zuri”)

AND:

JORDAN CAPITAL MARKETS INC., Suite 1920 - 1075 West Georgia Street,
Vancouver, British Columbia V6E 3C9

(the “Agent”)

BACKGROUND

- A. Zuri is a Capital Pool Company under the policies of the TSX Venture Exchange.
- B. Zuri and Phoenix wish to complete an amalgamation (the “Amalgamation”) pursuant to an Amalgamation Agreement to be entered into by them and 0982887 B.C. Ltd., a wholly owned subsidiary of Zuri, , the Amalgamation to serve as Zuri’s Qualifying Transaction under the policies of the TSX Venture Exchange.
- C. It will be a condition precedent to the completion of the Amalgamation that immediately prior to the Amalgamation being effected that Phoenix complete a private placement (the “Private Placement”) of a minimum of 15,500,000 units and a maximum of 20,000,000 units at a price of \$0.10 a unit, each unit consisting of one common share of Phoenix and one-half of a warrant to purchase a common share of Phoenix at the price of \$0.20 for a period of three years; a minimum of 5,000,000 units of the Private Placement will be brokered and the balance of the Private Placement (the “Non-Brokered Portion of the Private Placement”) will be non-brokered; and Phoenix and Zuri have requested that the Agent serve as financial agent for Phoenix with respect to the brokered portion of the Private Placement.

- D. The Agent has agreed to act as financial agent for Phoenix on the terms and conditions of this Agreement.

THE PARTIES, for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by each of them), agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) “Acts” means the *Securities Act* (British Columbia), the *Securities Act* (Alberta), and the *Securities Act* (Ontario);
- (b) “Agent’s Commission” has the meaning ascribed to that term in Section 3.1(a);
- (c) “Agent’s Options” means the options to purchase Agent’s Units to be issued to the Agent in accordance with Section 3.1 (c);
- (d) “Agent’s Unit” means:
 - (i) one Agent’s Unit Share; and
 - (ii) one-half of an Agent’s Unit Warrant;
- (e) “Agent’s Unit Share” means a Zuri Common Share;
- (f) “Agent’s Unit Warrant” means a warrant for the purchase of one Agent’s Unit Warrant Share at the price of \$0.20 per share for a period of 36 months from the Closing Date;
- (g) “Agent’s Unit Warrant Share” means a post-Amalgamation Zuri Common Share;
- (h) “Alternative Business Transaction” means:
 - (i) a financing which has the effect of replacing the Offering; or
 - (ii) a business transaction involving a change of control of Phoenix or Zuri or any material subsidiary of either of them including a merger, amalgamation, arrangement, take-over bid, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or similar transaction other than the Amalgamation.

An Alternative Business Transaction does not include a financing arranged by Phoenix or Zuri that is supplementary to the Offering;

- (i) “Amalgamation” means the amalgamation of Phoenix and 0982887 B.C. Ltd., a wholly-owned subsidiary of Zuri, providing for the holders of securities of Phoenix to receive securities of Zuri in exchange for their securities of Phoenix and for the company resulting from the amalgamation to be a wholly owned subsidiary of Zuri;
- (j) “Amalgamation Agreement” means the amalgamation agreement to be entered into by Phoenix, Zuri and 0982887 B.C. Ltd., a wholly owned subsidiary of Zuri, as it may be amended from time to time in accordance with its terms, pursuant to which the Amalgamation will be effected on terms and conditions satisfactory to the Agent, acting reasonably;
- (k) “Broker's Warrants” means the broker's warrants to purchase Broker’s Warrant Shares to be issued to the Agent in accordance with Section 3.1 (b);
- (l) “Broker's Warrant Share” means a post-Amalgamation Zuri Common Share;
- (m) “Certificates” means the certificates representing the Shares and Warrants comprising the Purchased Units, in the names and denominations requested by the Agent;
- (n) “Closing” means the completion and closing of the Offering;
- (o) “Closing Date” means the date on which the Offering closes;.
- (p) “Commissions” means the securities commissions in each of the Offering Jurisdictions;
- (q) “Corporate Finance Fee” has the meaning ascribed to that term in Section 3.1(c);
- (r) “Disclosure Documents” has the meaning ascribed to that term in Section 9.2(g);
- (s) “Exchange” means the TSX Venture Exchange;
- (t) “Filing Statement” means the Filing Statement of Zuri dated March 21, 2014 and filed on SEDAR (System for Electronic Document Analysis and Retrieval) giving information with respect to Zuri, Phoenix and the Amalgamation;
- (u) “Indemnified Party” has the meaning ascribed to that term in Section 11.1;
- (v) “Indemnifying Party” has the meaning ascribed to that term in Section 11.1;

- (w) “Misrepresentation” has the meaning ascribed to that term in the Acts;
- (x) “Non-Brokered Portion of the Private Placement” has the meaning ascribed to that term in background paragraph C;
- (y) “Offering” means the offering of a minimum of 5,000,000 Units at \$0.10 a Unit on the terms and conditions of this Agreement;
- (z) “Offering Jurisdictions” means British Columbia, Alberta and Ontario, and such other jurisdictions as Phoenix, Zuri and the Agent may agree upon;
- (aa) “Personnel” has the meaning ascribed to that term in Section 11.7;
- (bb) “Phoenix Common Share” means a common share in the capital of Phoenix as constituted on the date of this Agreement;
- (cc) “Private Placement” has the meaning ascribed to that term in background paragraph C;
- (dd) “Proceeds” means the gross proceeds of the Offering less:
 - (i) the Agent’s Commission plus GST and other applicable taxes payable on the Agent's Commission;
 - (ii) the cash portion of the Corporate Finance Fee plus the GST and other such applicable taxes payable on the Corporate Finance Fee; and
 - (iii) the Agent’s reasonable expenses;
- (ee) “Purchased Units” means the Units purchased pursuant to the Offering;
- (ff) “Purchasers” means purchasers of the Purchased Units;
- (gg) “Regulatory Authorities” means the Commissions and the Exchange;
- (hh) “Securities” means the Purchased Units, the Agent’s Options and the Broker's Warrants;
- (ii) “Shares” means the Phoenix Common Shares included in the Units purchased pursuant to the Offering, each of which will be exchanged for a Zuri Common Share upon the Amalgamation being effected;
- (jj) “Subscription Agreements” means the subscription agreements under which the Purchasers agree to subscribe for Purchased Units, in a form acceptable to the Agent;

- (kk) “Unit” means:
 - (i) prior to the Amalgamation being effected one Phoenix Common Share and once the Amalgamation has been effected one Zuri Common Share; and
 - (ii) one-half of a Warrant;
- (ll) “Warrant” means a warrant for the purchase of one Warrant Share at the price of \$0.20 per share for a period of 36 months from the Closing Date;
- (mm) “Warrant Share” means prior to the Amalgamation being effected a Phoenix Common Share and once the Amalgamation has been effected a Zuri Common Share;
- (nn) “Zuri Common Share” means a common share in the capital of Zuri as constituted on the date of this Agreement.

2. APPOINTMENT OF AGENT

- 2.1 Phoenix appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of Phoenix to use its reasonable commercial efforts to find and introduce to Phoenix potential investors to purchase, by way of private placement pursuant to the exemptions from the prospectus requirements of the Acts contemplated by the Subscription Agreements, the Units comprising the Offering.
- 2.2 The Offering is subject to a minimum subscription of all of the 5,000,000 Units being offered pursuant to the Offering. All subscription funds received by the Agent will be held by the Agent until the minimum subscription has been attained. Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the Purchasers without interest or deduction if the minimum subscription for the Offering and the Private Placement is not attained by the Closing Date. The Private Placement is subject to a minimum subscription of 15,500,000 of the Units being offered pursuant to the Private Placement, 5,000,000 of which are to be the Units being offered pursuant to the Offering.
- 2.3 The Agent hereby acknowledges and agrees, on behalf of itself and each subscriber who purchases Units pursuant to the Offering, that the minimum amount of the Offering has been reduced at the request of the Agent from the previously contemplated minimum amount of \$1,600,000 to a minimum amount of \$1,550,000 or 15,500,000 Units, with the Offering to remain the same at a minimum amount of \$500,000 or 5,000,000 Units, and as such the Agent agrees to amend any Subscription Agreements on behalf of Subscribers on or before Closing to reflect such change.

3. AGENT'S COMPENSATION

3.1 In consideration of the services rendered hereunder by the Agent, on Closing:

- (a) Phoenix shall pay the Agent a cash commission (the "Agent's Commission") of 8% of the gross proceeds from the sale of the Purchased Units;
- (b) Zuri shall issue to the Agent non-transferable Broker's Warrants equal to 8% of the number of Purchased Units, each exercisable for the purchase of one Broker's Warrant Share at a price of \$0.10 per Broker's Warrant Share for a period of 12 months following the Closing Date; and
- (c) the Agent shall receive a corporate finance fee (the "Corporate Finance Fee") as follows:
 - (i) Phoenix shall pay to the Agent cash of \$40,000; and
 - (ii) Zuri shall issue to the Agent non-transferable options to purchase 280,000 Agent's Units, at a price of \$0.10 per Agent's Unit for a period of 36 months following the Closing Date,

in each case together with the GST or other such applicable taxes payable with respect thereto.

4. THE OFFERING

- 4.1 The Agent and Phoenix shall conduct the Offering in accordance with the exemptions from the prospectus requirements of the Acts contemplated by the Subscription Agreements and all applicable laws and regulatory requirements and, in particular, shall not advertise the Offering. The Agent will notify Phoenix and Zuri with respect to the identity of each Purchaser as soon as practicable, but in any event, no later than 2 business days prior to the Closing Date.
- 4.2 Phoenix and Zuri shall use their best efforts to obtain all required approvals of the Exchange as quickly as possible, and shall provide the Agent and its counsel with all documents filed by Phoenix and Zuri with the Exchange and all correspondence from the Exchange.
- 4.3 The Agent will use its reasonable commercial efforts to obtain from each Purchaser and deliver to Phoenix and Zuri on or before the Closing Date duly completed and signed Subscription Agreements, but in any event, no later than 2 business days prior to the Closing Date.
- 4.4 Phoenix shall not reject any subscriptions for Units tendered by the Agent, unless all such subscriptions tendered by the Agent exceed the number of Units comprising the Offering or unless it is impossible or impractical to comply with the securities laws of the jurisdiction in which a proposed Purchaser is resident.

5. CONDITIONS PRECEDENT

- 5.1 The following are conditions of the Agent's obligations under this Agreement and the Purchasers' obligations to close the purchase of Units, which conditions each of Phoenix and Zuri shall use its reasonable commercial efforts to have fulfilled at or prior to the Closing Date and which conditions may be waived in writing in whole or in part by the Agent, on its own behalf and on behalf of the Purchasers:
- (a) the Exchange shall have conditionally accepted the Amalgamation as Zuri's Qualifying Transaction;
 - (b) Phoenix and Zuri shall have made all necessary filings and obtained all necessary approvals, consents and acceptances of appropriate regulatory authorities in order to permit the issuance and sale of the Units to the Purchasers as contemplated hereby, and evidence of such approval satisfactory to the Agent, acting reasonably, shall have been delivered to the Agent;
 - (c) Phoenix shall have delivered to the Agent:
 - (i) a certified resolution of Phoenix's board of directors authorizing and approving:
 - (A) this Agreement;
 - (B) the Subscription Agreements;
 - (C) the issuances of the Purchased Units and the Shares and Warrants included therein and the Warrant Shares issuable on exercise of the Warrants;
 - (D) the fully executed Amalgamation Agreement; and
 - (E) such other matters as the Agent may require, acting reasonably, and
 - (ii) a certified special resolution of Phoenix's shareholders approving the Amalgamation;
 - (d) Phoenix shall have delivered to the Agent:
 - (i) a favourable legal opinion from Phoenix's counsel addressed to the Agent, the Agent's counsel and the Purchasers with respect to such matters as the Agent may require, acting reasonably, with respect to Phoenix including, without limitation, an opinion with respect to corporate matters relating to the Amalgamation;

- (ii) a favourable legal opinion from counsel satisfactory to the Agent and the Agent's counsel, addressed to the Agent and the Agent's counsel with respect to such matters as the Agent may require, acting reasonably, with respect to title and other property rights in respect of the interests in mining properties held by Phoenix or its wholly owned subsidiary;
- (e) Zuri shall have delivered to the Agent:
- (i) a certified resolution of Zuri's board of directors authorizing and approving:
 - (A) this Agreement;
 - (B) the Amalgamation Agreement;
 - (C) the issuances of the securities of Zuri to be issued to the holders of the securities of Phoenix in exchange for their securities of Phoenix contemplated by the Amalgamation Agreement;
 - (D) the issuances of the Agent's Options, the Agent's Units issuable on exercise of the Agent's Options and the Agent's Unit Shares and Agent's Warrants included therein and the Agent's Unit Warrant Shares issuable on exercise of the Agent's Unit Warrants; the issuance of the Broker's Warrants and Broker's Warrant Shares issuable on exercise of the Broker's Warrants; and
 - (E) the issuance of any broker warrants issuable pursuant to the Non-Brokered Portion of the Private Placement as contemplated by section 12.3 of this Agreement;
 - (ii) a certified resolution of the board of directors of Zuri's wholly-owned subsidiary, 0982887 B.C. Ltd. approving the Amalgamation; and
 - (iii) a certified special resolution of Zuri, as the sole shareholder of 0982887 B.C. Ltd. approving the Amalgamation;
- (f) Zuri shall have delivered to the Agent:
- (i) a favourable legal opinion from Zuri's counsel addressed to the Agent, the Agent's counsel and the Purchasers with respect to such matters as the Agent may require, acting reasonably, with respect

to Zuri including, without limitation, an opinion with respect to corporate matters relating to the Amalgamation;

- (ii) a favourable legal opinion from counsel satisfactory to the Agent and the Agent's counsel, addressed to the Agent and the Agent's counsel with respect to such matters as the Agent may require, acting reasonably, with respect to Zuri's wholly-owned subsidiary, 0982887 B.C. Ltd. including, without limitation, an opinion with respect to corporate matters relating to the Amalgamation;
 - (g) each of Phoenix and Zuri shall have complied in all material respects with all of the terms and conditions of this Agreement which it is required to comply with on or before such Closing Date;
 - (h) each of Phoenix and Zuri shall have delivered to the Agent such comfort letters, documents and opinions as the Agent may require, acting reasonably, in connection with the Offering;
 - (i) Phoenix shall have delivered to the Agent a certificate of Phoenix signed by the Chief Executive Officer and by the Chief Financial Officer of Phoenix (in their respective capacities as officers of Phoenix and not personally), dated the Closing Date, addressed to the Agent and its counsel, to the effect that after due enquiry:
 - (i) the representations and warranties of Phoenix contained in this Agreement, any certificate of Phoenix delivered pursuant hereto or in connection herewith, and the Subscription Agreements are true and correct as of the Closing Date with the same force and effect as if made at and as of the Closing Date; and
 - (ii) Phoenix has duly complied in all material respects with all of the covenants of Phoenix contained herein and in the Subscription Agreements and satisfied all the conditions contained herein on its part to be performed or satisfied on or before the Closing Date;
- and there shall be no evidence to suggest that such certificate is untrue or inaccurate in any respect;
- (j) Zuri shall have delivered to the Agent a certificate of Zuri signed by the Chief Executive Officer and by the Chief Financial Officer of Zuri (in their respective capacities as officers of Zuri and not personally), dated the Closing Date, addressed to the Agent and its counsel, to the effect that after due enquiry:
 - (i) the representations and warranties of Zuri contained in this Agreement and any certificate of Zuri delivered pursuant hereto or in connection herewith are true and correct as of the Closing Date

with the same force and effect as if made at and as of the Closing Date;

- (ii) Zuri has duly complied in all material respects with all of the covenants of Zuri contained herein and satisfied all the conditions contained herein on its part to be performed or satisfied on or before the Closing Date; and
- (iii) no order, ruling or determination having the effect of suspending the sale or ceasing the trading of Zuri Common Shares has been issued and no proceedings for that purpose have been instituted or are pending or are, to their knowledge and information, contemplated or threatened under any of the applicable securities laws or by any regulatory authority;

and there shall be no evidence to suggest that such certificate is untrue or inaccurate in any respect;

- (k) the Agent shall be satisfied, acting reasonably, that the Non-Brokered Portion of the Private Placement has completed or will complete concurrently with the Closing of the Offering; and
- (l) all conditions precedent to the completion of the Amalgamation other than the completion of the Offering and, if the Non-Brokered Portion of the Private Placement is closing concurrently with the Offering, completion of the Non-Brokered Portion of the Private Placement, shall have been completed or waived by Phoenix, Zuri and 0982887 B.C. Ltd. to the satisfaction of the Agent, in its sole discretion, and the Agent shall be satisfied, acting reasonably, that immediately following the Closing the Amalgamation will be effected and upon the Amalgamation being effected Zuri shall issue and deliver to the Agent the certificate evidencing the Agent's Options and the Broker's Warrants issuable to the Agent and:

- (i) the Zuri Common Shares into which the Phoenix Common Shares included in the Purchased Units are exchanged,
- (ii) the Zuri Common Shares issuable on exercise of the Warrants included in the Purchased Units,
- (iii) the Zuri Common Shares issuable on exercise of the Agent's Options,
- (iv) the Zuri Common Shares issuable on exercise of the Agent's Unit Warrants, and
- (v) the Zuri Common Shares issuable on exercise of the Broker's Warrants

shall be listed for trading on the Exchange, and shall be free trading and not subject to any statutory resale restrictions under applicable Canadian securities laws (other than control distributions) in each of the Canadian provinces in which Units are sold under the Offering.

6. CLOSING AND CLOSING DOCUMENTS

- 6.1 On the Closing Date the Certificates shall be delivered to the Agent against payment of the Proceeds to Phoenix by way of certified cheque(s) or bank draft(s) and delivery to Phoenix of properly completed and duly executed original or facsimile copies of the Subscription Agreements, together with all applicable schedules thereto not previously forwarded to Phoenix.
- 6.2 If Phoenix and Zuri have satisfied all of their obligations under this Agreement, the Agent will, on the Closing Date, pay the Proceeds to Phoenix against delivery of the Certificates.

7. MATERIAL CHANGES

- 7.1 If, between the date of this Agreement and the Closing Date, a material change, as that term is defined in the Acts, occurs in the affairs of Phoenix or Zuri, Zuri will:
 - (a) as soon as practicable issue and file with the Exchange and the Commissions a press release that is authorized by a senior officer disclosing the nature and substance of the change;
 - (b) file with the Commissions the report required by the Acts as soon as practicable, and in any event no later than 10 days after the date on which the change occurs; and
 - (c) provide copies of that press release, when issued, and that report, when filed, to the Agent and its solicitors.

8. TERMINATION

8.1 The Agent may terminate its obligations under this Agreement and the obligations of the Purchasers under the Subscription Agreements by notice in writing to Phoenix and Zuri at any time prior to the Closing Date if:

- (a) an adverse “material change”, as that term is defined in the Acts, in the affairs of Phoenix or Zuri occurs or is announced by Zuri;
- (b) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, seriously affects or will seriously affect the financial markets, or the business of Phoenix or Zuri or any subsidiary of Phoenix or Zuri, or the ability of the Agent to perform its obligations under this Agreement, or a Purchaser’s decision to purchase the Purchased Units;
- (c) in the opinion of the Agent, it is not in the interest of the Purchasers to complete the purchase and sale of the Purchased Units due to the state of the financial markets in general or due to the state of the market for the securities of Phoenix or Zuri, in particular;
- (d) an enquiry or investigation (whether formal or informal) in relation to Phoenix or Zuri, or any of their directors or officers, is commenced or threatened by an officer or official of any competent authority;
- (e) any order to cease trade (including communication with persons in order to obtain expressions of interest) the securities of Zuri is made by a competent regulatory authority and that order is still in effect;
- (f) Phoenix and/or Zuri is in breach of any term of this Agreement; or
- (g) the Agent determines that any of the representations or warranties made by Phoenix or Zuri in this Agreement is false or has become false in any material respect.

8.2 The obligations of the Agent under this Agreement will terminate if the Exchange does not issue its final letter of acceptance of the Amalgamation as Zuri’s Qualifying Transaction by June 30, 2014, unless otherwise agreed in writing by the Agent.

9. WARRANTIES, REPRESENTATIONS AND COVENANTS

9.1 Phoenix warrants, represents and covenants with and to the Agent and each of the Purchasers, with the same effect as if such Purchasers were party to this Agreement, that:

- (a) Phoenix Gold Resources (USA), Inc. is Phoenix’s only subsidiary;

- (b) Phoenix and Phoenix's subsidiary, Phoenix Gold Resources (USA), Inc., are valid and subsisting corporations duly incorporated and in good standing under the laws of the jurisdictions in which they are incorporated, continued or amalgamated;
- (c) the information in the Filing Statement with respect to Phoenix does not contain any Misrepresentation;
- (d) the financial statements of Phoenix contained in the Filing Statement accurately reflect the financial position of Phoenix as at the date thereof, and no adverse material changes in the financial position of Phoenix have taken place since the latest date thereof;
- (e) the authorized and issued capital of Phoenix is as disclosed in the Filing Statement and the issued shares are fully paid and non-assessable;
- (f) all agreements by which Phoenix or Phoenix Gold Resources (USA), Inc. holds an interest in a property, business or assets, including, without limitation, the agreement dated July 8, 2013 between Phoenix and Americas Gold Exploration Inc. and William Matlack as amended, are in good standing according to their terms, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (g) the books and records of Phoenix fairly and correctly set out and disclose in all material respects, in accordance with generally accepted accounting principles, the financial position of Phoenix as of the date hereof, and all material financial transactions of Phoenix have been accurately recorded in the said books and records. With the exception of forecasts, projections or estimates referred to below, all information and other data relating to Phoenix furnished by or on behalf of Phoenix to the Agent is, or, in the case of historical information, was at the date of preparation true, accurate, complete and correct in all material respects, and does not or did not, as the case may be, contain any Misrepresentation. Any projections and forecasts relating to Phoenix provided by or on behalf of Phoenix to the Agent have been prepared in good faith with the assistance of competent professional advisors and are based upon assumptions which, in light of the circumstances under which they are made, are reasonable. Phoenix is not aware of any undisclosed facts or information that could materially impact upon such projections and forecasts;
- (h) Phoenix has complied and will comply fully with the requirements of all applicable corporate and securities laws, including, without limitation, the Acts and the corporate legislation to which it is subject in relation to the issue and trading of its securities and in all matters relating to the Offering and the Amalgamation;

- (i) the issue and sale of the Securities does not and will not conflict with, and does not and will not result in a breach of, any of the terms of its incorporating documents or any agreement or instrument to which Phoenix is a party;
- (j) Phoenix and its subsidiary are not party to any actions, suits, or proceedings which could materially affect their respective businesses or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened except as disclosed in the Filing Statement;
- (k) this Agreement has been authorized by all necessary corporate action on the part of Phoenix; and
- (l) Phoenix has full corporate authority and capacity to issue the Shares, the Warrants included in the Purchased Units and the Warrant Shares issuable upon exercise of such Warrants, and on the Closing Date:
 - (i) the Shares will be duly and validly authorized and issued as fully paid and non-assessable; and
 - (ii) the Warrants included in the Purchased Units will be duly and validly created, authorized and issued; the Warrant Shares issuable upon exercise of such Warrants will be duly and validly authorized and allotted for issuance upon exercise of such Warrants; and upon exercise of such Warrants and payment of the exercise price therefor, the Warrant Shares issuable upon such exercise shall be issued as fully paid and non-assessable;
- (m) upon the Amalgamation being effected:
 - (i) each Share will be exchangeable into a fully paid and non-assessable Zuri Common Share which will be listed for trading on the Exchange and will be free trading and not subject to any statutory resale restrictions under applicable Canadian securities laws (other than control distributions) in each of the Canadian provinces in which the Purchased Shares were sold;
 - (ii) each Warrant included in the Purchased Units will entitle the holder to purchase one Zuri Common Share which will be listed for trading on the Exchange and will be free trading and not subject to any statutory resale restrictions under applicable Canadian securities laws (other than control distributions) in each of the Canadian provinces in which the Purchased Shares were sold;
 - (iii) each Agent's Option will entitle the holder to purchase an Agent's Unit consisting of (A) one post-Amalgamation Zuri Common

Share which will be listed for trading on the Exchange and will be subject to a four month hold period and control distribution resale restrictions under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold, and (B) one-half of an Agent's Unit Warrant, each whole Agent's Unit Warrant entitling the holder to purchase one post-Amalgamation Zuri Common Share which will be listed for trading on the Exchange and will be subject to a four month hold period and control distribution resale restrictions under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold; and

- (iv) each Broker's Warrant will entitle the holder to purchase a Broker's Warrant Share consisting of one post-Amalgamation Zuri Common Share which will be listed for trading on the Exchange and will be subject to a four month hold period and control distribution resale restrictions under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold; and
- (n) no order ceasing or suspending trading in securities of Phoenix nor prohibiting the sale of such securities has been issued to Phoenix or its directors, officers or promoters or to any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened.

9.2 Zuri warrants, represents and covenants with and to the Agent and each of the Purchasers, with the same effect as if such Purchasers were party to this Agreement, that:

- (a) Zuri is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated, continued or amalgamated;
- (b) 0982887 B.C. Ltd. is Zuri's only subsidiary and has been incorporated solely for the purposes of effecting the Amalgamation; 0982887 B.C. Ltd. has never carried on business and has no assets or liabilities;
- (c) the information with respect to Zuri, the Offering and the Amalgamation in the Filing Statement does not contain any Misrepresentation;
- (d) the financial statements of Zuri contained in the Filing Statement accurately reflect the financial position of Zuri as at the date thereof, and no adverse material changes in the financial position of Zuri have taken place since the latest date thereof;

- (e) the authorized and issued capital of Zuri is as disclosed in the Filing Statement and the issued shares are fully paid and non-assessable;
- (f) all agreements by which Zuri holds an interest in a property, business or assets are in good standing according to their terms, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (g) Zuri has filed all forms, reports, documents and information required to be filed by it, whether pursuant to applicable securities laws or otherwise, with the Exchange or the applicable securities regulatory authorities (the "Disclosure Documents"). As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (System for Electronic Document Analysis and Retrieval) (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing): (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable securities laws; and (ii) none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading;
- (h) Zuri has complied and will comply fully with the requirements of all applicable corporate and securities laws, including, without limitation, the Acts and the corporate legislation to which it is subject in relation to the issue and trading of its securities and in all matters relating to the Offering and the Amalgamation;
- (i) the issue and sale of the Securities does not and will not conflict with, and does not and will not result in a breach of, any of the terms of its incorporating documents or any agreement or instrument to which Zuri is a party;
- (j) Zuri is not a party to any actions, suits, or proceedings which could materially affect its business or financial condition, and no such actions, suits or proceedings are contemplated or have been threatened except as disclosed in the Filing Statement;
- (k) this Agreement has been authorized by all necessary corporate action on the part of Zuri;

- (l) Zuri has full corporate authority and capacity to issue the Agent's Options, the Agent's Unit Shares issuable upon exercise of the Agent's Options, the Agent's Unit Warrants issuable upon exercise of the Agent's Options and the Agent's Unit Warrant Shares issuable upon exercise of the Agent's Unit Warrants, and upon the Amalgamation and name change by Zuri contemplated in the Amalgamation Agreement being effected:
 - (i) the Agent's Options will be duly and validly created, authorized and issued;
 - (ii) the Agent's Unit Shares issuable upon exercise of the Agent's Options will be will be duly and validly authorized and allotted for issuance upon exercise of such Agent's Options; and upon exercise of the Agent's Options and payment of the exercise price therefor, the Agent's Unit Shares issuable upon such exercise shall be issued as fully paid and non-assessable;
 - (iii) the Agent's Unit Warrants issuable upon exercise of the Agent's Options will be duly and validly created, authorized and issued; the Agent's Unit Warrant Shares issuable upon exercise of the Agent's Unit Warrants will be duly and validly authorized and allotted for issuance upon exercise of such Agent's Unit Warrants; and upon exercise of the Agent's Unit Warrants and payment of the exercise price therefor, the Agent's Unit Warrant Shares issuable upon such exercise shall be issued as fully paid and non-assessable;
 - (iv) the Broker's Warrants will be duly and validly created, authorized and issued; and
 - (v) the Broker's Warrant Shares issuable upon exercise of the Broker's Warrants will be will be duly and validly authorized and allotted for issuance upon exercise of such Broker's Warrants; and upon exercise of the Broker's Warrants and payment of the exercise price therefor, the Broker's Warrant Shares issuable upon such exercise shall be issued as fully paid and non-assessable;
- (m) upon the Amalgamation being effected:
 - (i) each Share will be exchangeable into a fully paid and non-assessable Zuri Common Share which will be listed for trading on the Exchange and will be free trading and not subject to any statutory resale restrictions under applicable Canadian securities laws (other than control distributions) in each of the Canadian provinces in which the Purchased Shares were sold;
 - (ii) each Warrant included in the Purchased Units will entitle the holder to purchase one Zuri Common Share which will be listed for trading on the Exchange and will be free trading and not

subject to any statutory resale restrictions under applicable Canadian securities laws (other than control distributions) in each of the Canadian provinces in which the Purchased Shares were sold;

- (iii) each Agent's Option will entitle the holder to purchase an Agent's Unit consisting of (A) one Zuri Common Share which will be listed for trading on the Exchange and will be subject to a four month hold period and control distribution resale restrictions under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold, and (B) one-half of an Agent's Unit Warrant, each whole Agent's Unit Warrant entitling the holder to purchase one Zuri Common Share which will be listed for trading on the Exchange and will be subject to a four month hold period and control distribution resale restrictions under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold;
- (iv) each Broker's Warrant will entitle the holder to purchase a Broker's Warrant Share consisting of one Zuri Common Share which will be listed for trading on the Exchange and will be subject to a four month hold period and control distribution resale restrictions under applicable Canadian securities laws in each of the Canadian provinces in which the Purchased Shares were sold; and
- (n) no order ceasing or suspending trading in securities of Zuri nor prohibiting the sale of such securities has been issued to Zuri or its directors, officers or promoters or to any other companies that have common directors, officers or promoters and no investigations or proceedings for such purposes are pending or threatened.

9.3 The Agent warrants and represents to Phoenix and Zuri that:

- (a) it is a valid and subsisting corporation under the law of the jurisdiction in which it was organized;
- (b) it is registered under the Acts; and
- (c) it is a member in good standing of the Exchange;
- (d) it has conducted and will conduct its activities in connection with arranging for the offering and sale of the Purchased Units in compliance with the securities laws of each of the Offering Jurisdictions in which it has offered the Purchased Units for sale to the Purchasers and agrees that it will not deliver to any Purchaser any document or material that constitutes an offering memorandum pursuant to such laws; and

- (e) it will use its commercially reasonable efforts to ensure that all members of the selling group comply with section 9.3(d) above.

10. EXPENSES OF AGENT

- 10.1 Phoenix and Zuri will pay all of the expenses of the Offering and all the out-of-pocket expenses reasonably incurred by the Agent in connection with the Offering including, without limitation, the reasonable fees and expenses of the solicitors for the Agent. Legal fees are not anticipated to exceed \$18,000 (plus applicable taxes and disbursements). Individual expenses, excluding legal fees, exceeding \$4,000 are subject to the pre-approval of Phoenix and Zuri, such approval not to be unreasonably withheld.
- 10.2 Phoenix and Zuri have deposited with the Agent the sum of \$15,000 to be held by the Agent as a security for the payment of the expenses on behalf of them until completion or abandonment of the Offering at which time the Agent will refund any balance of such deposit not utilized to pay expenses. The Agent may from time to time provide Phoenix and Zuri with invoices detailing the expenses paid by the Agent on their behalf and Phoenix and Zuri hereby agree to pay such invoices within 10 business days from the date of the invoice. Phoenix and Zuri authorize the Agent to deduct any expenses in excess of the deposit not previously paid by them from the Proceeds, including expenses for which an account has not yet been rendered.
- 10.3 Phoenix and Zuri will pay the expenses referred to in Sections 10.1 and 10.2 even if approval of the Offering is not granted by the Regulatory Authorities or the Amalgamation or any other transactions contemplated by this Agreement are not completed or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent.

11. INDEMNITY

- 11.1 Phoenix, Zuri and each of their subsidiaries or affiliated companies, as the case may be (collectively, the “Indemnifying Party”) hereby agree to indemnify and hold harmless the Agent and each of its sub-agents, each of its subsidiaries and affiliates, and each of its directors, officers, shareholders, partners, advisors, employees and agents (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”), to the full extent lawful, from and against any and all expenses, losses, claims, actions, damages and liabilities, whether joint or several, (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party) to which any Indemnified Party may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, actions,

damages or liabilities relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the performance of services rendered to the Indemnifying Party by the Agent under this Agreement or otherwise in connection with the matters referred to in this Agreement.

- 11.2 Notwithstanding the foregoing, this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such expenses, losses, claims, actions, costs, damages or liabilities to which the Indemnified Party may be subject were caused by the gross negligence or wilful misconduct of the Indemnified Party.
- 11.3 The Indemnifying Party also agrees that no Indemnified Party will have any liability (either direct or indirect, in contract or tort or otherwise) to the Indemnifying Party or any person asserting claims on the Indemnifying Party's behalf or in right for or in connection with the performance of services rendered to the Indemnifying Party by the Agent, except to the extent that any expenses, losses, claims, actions, costs, damages or liabilities incurred by the Indemnifying Party are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted from the gross negligence or willful misconduct of such Indemnified Party.
- 11.4 If for any reason (other than a determination as to any of the events referred to in section 11.2 herein) the foregoing indemnification is unavailable to the Agent or any other Indemnified Party or is insufficient to hold the Agent or any other Indemnified Party harmless, the Indemnifying Party shall contribute to the amount paid or payable by the Agent or any other Indemnified Party as a result of such expense, loss, claim, action, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnifying Party on the one hand and the Agent or any other Indemnified Party on the other hand but also the relative fault of the Indemnifying Party, the Agent or any other Indemnified Party as well as any relevant equitable considerations; provided that the Indemnifying Party shall in any event contribute to the amount paid or payable by the Agent or any other Indemnified Party as a result of such expense, loss, claim, action, damage or liability any amount in excess of the fees actually received by the Agent under this Agreement.
- 11.5 Promptly after receiving notice of an action, suit, proceeding or claim against the Agent or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnifying Party, an Indemnified Party will notify the Indemnifying Party in writing of the particulars thereof and will provide copies of all relevant documentation to the Indemnifying Party and, the Indemnifying Party shall undertake the investigation and defence thereof on behalf of the Agent or the Indemnified Party, as applicable, including the prompt employment of counsel reasonably acceptable to the Agent or the Indemnified Party affected and the payment of all reasonable expenses and throughout the course of any investigation or legal proceeding as contemplated

herein, the Indemnifying Party will provide copies of all relevant documentation to the Agent and the Indemnified Party, will keep the Agent and the Indemnified Party advised of the progress thereof and will discuss with the Agent and the Indemnified Party all significant actions proposed. The omission of an Indemnified Party to so notify the Indemnifying Party shall not relieve the Indemnifying Party of any liability which the Indemnifying Party may have to the Agent or any other Indemnified Party except only to the extent that any such delay in or failure to give notice as herein required prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Indemnifying Party would otherwise have under this indemnity had an Indemnified Party not so delayed in or failed to give the notice required hereunder.

- 11.6 Notwithstanding that the Indemnifying Party shall undertake the investigation and defence of any action, any Indemnified Party shall have the right, at the Indemnifying Party's expense, to employ separate counsel of such Indemnified Party's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (a) the employment of such counsel has been authorized by the Indemnifying Party; or (b) the Indemnifying Party has not assumed the defence and employed counsel therefor within 5 business days after receiving notice of such action, suit, proceeding, claim or investigation; or (c) counsel retained by the Indemnifying Party or the Indemnified Party has advised the Indemnified Party that representation of both parties by the same counsel would be inappropriate because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnifying Party (in which event and to that extent, the Indemnifying Party shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Indemnifying Party and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Indemnifying Party shall not have the right to assume or direct the defence on the Indemnified Party's behalf). Notwithstanding any other provision of this indemnity, any Indemnified Party shall have the right, at such Indemnified Party's expense, to employ counsel of such Indemnified Party's choice, in respect of the defence of any action, suit, proceeding, claim or investigation, and such employment shall not relieve the Indemnifying Party from its obligations to undertake the investigation and defence of any action, suit, proceeding, claim or investigation unless such Indemnified Party consents, in writing, to such relief.
- 11.7 The Indemnifying Party agrees that in case any legal proceeding shall be brought against the Indemnifying Party and/or the Agent or any other Indemnified Party by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, shall investigate the Indemnifying Party and/or the Agent or any other Indemnified Party and the Agent or such other Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with or by reason of this

Agreement, the engagement of the Agent hereunder, or the performance of services rendered to the Indemnifying Party by the Agent hereunder, the Agent or such other Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by its, or any of its affiliates, directors, officers, employees, partners or agents (collectively, "Personnel") in connection therewith) and out-of-pocket expenses incurred by its Personnel in connection therewith shall be paid by the Indemnifying Party as they occur.

- 11.8 No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Indemnified Parties affected, such consent not to be unreasonably withheld. No admission of liability shall be made and the Indemnifying Party shall not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent, such consent not to be unreasonably withheld.
- 11.9 The Indemnifying Party hereby acknowledges that the Agent acts and appoints the Agent, as trustee for the other Indemnified Parties of the Indemnifying Party's covenants under this indemnity with respect to such persons and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.
- 11.10 The Indemnifying Party hereby agrees to waive any right it may have of first requiring the Indemnified Parties to proceed against or enforce any other right, power, remedy, security or claim payment from any other person before claiming under this indemnity.
- 11.11 The indemnity and contribution obligations of the Indemnifying Party hereunder shall be in addition to any liability which the Indemnifying Party may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnifying Party, the Agent and any other Indemnified Party. The foregoing provisions shall survive the completion of services rendered under this Agreement or any termination of this Agreement.

12. ASSIGNMENT, SELLING GROUP PARTICIPATION AND COMPENSATION FOR NON-BROKERED PORTION OF THE PRIVATE PLACEMENT

- 12.1 The Agent will not assign this Agreement or any of its rights under this Agreement nor, with respect to the Securities, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of Phoenix and Zuri and notice has been given to and accepted by the Regulatory Authorities.

- 12.2 The Agent may offer selling group participation in the normal course of the brokerage business to selling groups or other licensed dealers, brokers and investment dealers, who may or who may not be offered part of the Agent's Commission and Agent's Options.
- 12.3 The parties hereto acknowledge that pursuant to the Non-Brokered Portion of the Private Placement certain agents, brokers and finders may receive the number of broker's warrants equal to 8% of the number of Units sold by such agent, broker or finder, each broker's warrant entitling the holder on exercise to purchase one common share of the resulting issuer post-Amalgamation at an exercise price of \$0.10 for a period of 12 months from the date of closing of the Non-Brokered Portion of the Private Placement.

13. ALTERNATIVE BUSINESS TRANSACTION

- 13.1 If the Offering is not completed as a result of Phoenix or Zuri's decision to pursue an Alternative Business Transaction on or before March 5, 2014, Phoenix and Zuri shall pay the Agent an amount equal to the Agent's Commission and Agent's Options that would otherwise have been earned by the Agent assuming the entire Offering was completed together with the Agent's costs and expenses incurred to that date.

14. NOTICE

- 14.1 Any notice, direction or other instrument required or permitted to be given under this Agreement will be in writing and may be given by delivering it or sending it by facsimile to the following address:

- (a) If to the Agent:

Jordan Capital Markets Inc.
Suite 1920, 1075 West Georgia Street
Vancouver, BC V6E 3C9
Facsimile: 778-373-4101

Attention: Mr. Mark Redcliffe

with a copy to:

Getz Prince Wells LLP
Suite 1810, 1111 West Georgia Street
Vancouver, BC V6E 4M3
Facsimile: 604-685-9798

Attention: Ms. Zahra Ramji

(b) If to Phoenix:

Phoenix Gold Resources Ltd.
Suite 1901, 5000 Yonge Street
Toronto, Ontario M2N 7E9
Facsimile: 416-628-3801

Attention: Mr. Glenn Laing

with a copy to:

Boughton Law Corporation
Suite 700, 595 Burrard Street
P.O. Box 49290
Vancouver, BC V7X 1S8
Facsimile: 604-683-5317

Attention: Mr. Sean O'Neill

(c) If to Zuri:

Zuri Capital Corp.
Suite 1450 – 409 Granville Street
Vancouver, BC V6C 1T2
Facsimile: 604-642-0116

Attention: Mr. Mike Gillis

with a copy to:

Morton Law LLP
1200-750 W. Pender Street
Vancouver, BC V6C 2T8
Facsimile: 604 - 681-9652

Attention: Mr. Edward Mayerhofer

If notice is sent by facsimile or is delivered, it will be deemed to have been given at the time of transmission or delivery.

15. GENERAL

15.1 This Agreement together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements

among the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

- 15.2 None of the parties shall assign, transfer, charge or otherwise encumber the benefit (or any part thereof) or the burden (or any part thereof) of this Agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld.
- 15.3 Each of the parties hereto shall from time to time at the request of any of the other parties hereto and without further consideration, execute and deliver all such other additional assignments, transfers, instruments, notices, releases and other documents and shall do all such other acts and things as may be necessary or desirable to assure more fully the consummation of the transactions contemplated hereby.
- 15.4 This Agreement may be amended or varied only by agreement in writing signed by each of the parties. Unless the context otherwise so requires, a reference to this Agreement shall include a reference to this Agreement as amended or varied from time to time.
- 15.5 Time is of the essence of this Agreement and will be calculated in accordance with the provisions of the Interpretation Act (British Columbia).
- 15.6 The representations, warranties, covenants and indemnities of Phoenix and Zuri contained in this Agreement will survive the termination of this Agreement and the closing of the purchase and sale of the Purchased Units and will continue in full force and effect unaffected by any subsequent disposition of any Shares, Warrants, Warrant Shares, Agent's Option, Agent's Unit Shares, Agent's Unit Warrants or Agent's Unit Warrant Shares for a period of two years from the Closing Date.
- 15.7 Wherever a singular or masculine expression is used in this Agreement, that expression is deemed to include the plural, feminine or the body corporate where required by the context.
- 15.8 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.
- 15.9 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.
- 15.10 This Agreement shall be governed by and interpreted in accordance with the laws from time to time in force in British Columbia and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of British Columbia.

[Remainder of page intentionally blank]

15.11 This Agreement may be executed in as many counterparts as are necessary and shall be binding on each party when each party hereto has signed and delivered one such counterpart. When a counterpart of this Agreement has been executed by each party, all counterparts together shall constitute one agreement.

THE PARTIES, intending to be contractually bound, have executed and delivered this Agency Agreement as and from the day and year first above written.

PHOENIX GOLD RESOURCES LTD.

By:

"Glenn Laing"

Authorized Signatory

ZURI CAPITAL CORP.

By:

"Mike Gillis"

Authorized Signatory

JORDAN CAPITAL MARKETS INC.

By:

"Mark Redcliffe"

Authorized Signatory