

VOLUNTARY POOLING AGREEMENT

THIS AGREEMENT is made as of the 27th day of March, 2013.

AMONG:

WEST POINT RESOURCES INC., a company duly incorporated under the laws of British Columbia, having an office at 7934 Government Road, Burnaby, British Columbia V5A 2E2

(the “**Issuer**”)

AND:

EQUITY FINANCIAL TRUST COMPANY having an office at 1185 West Georgia Street, Suite 1620, Vancouver, British Columbia V6E 4E6

(the “**Pooling Agent**”)

AND:

ROCKHAVEN RESOURCES LTD., a company duly incorporated under the laws of British Columbia, having an office at 1016 – 510 West Hastings Street, Vancouver, British Columbia V6B 1L8

(“**Rockhaven**”)

WHEREAS:

A. The Issuer entered into the Ruby Range Property Option Agreement dated November 9, 2011 with Rockhaven, as amended from time to time (the “**Amended Option Agreement**”), whereby Rockhaven granted an option to the Issuer to acquire a 100% interest in 416 mineral claims that comprise the Ruby Range Project in consideration for the payments, share issuances and property expenditures as set out in the Amended Option Agreement;

B. The Issuer seeks to conduct an initial public offering (the “**IPO**”) and listing of the Issuer’s common shares (the “**Listing**”) on the TSX Venture Exchange (the “**Exchange**”);

C. The Issuer has engaged a placement agent to assist with the proposed IPO on the condition that Rockhaven enter into this Agreement;

C. Pursuant to the terms of the Amended Option Agreement, the Company is required to issue Rockhaven 2,200,000 common shares (the “**Pooled Shares**”) within 10 days following commencement of the Listing; and

D. Upon the issuance of the Pooled Shares from the treasury of the Issuer, Rockhaven has agreed to instruct the Pooling Agent to directly place the Pooled Shares in pool, upon and subject to the terms and conditions hereinafter more particularly set out;

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the mutual covenants and conditions hereinafter contained, the Issuer, the Pooling Agent and Rockhaven (collectively, the “**Parties**”) hereto agree as follows:

PART 1 POOL

1.1 Appointment of Pooling Agent

The Issuer and Rockhaven appoint the Pooling Agent to act as Pooling Agent under this Agreement. The Pooling Agent accepts the appointment.

1.2 Deposit of Pooled Shares in Pool

- (a) Upon issuance of the Pooled Shares, the Issuer agrees to immediately deposit the share certificate(s) or other evidence of the Pooled Shares with the Pooling Agent on behalf of Rockhaven to be held in pool pursuant to the terms and conditions of this Agreement.
- (b) If Rockhaven receives any other securities (the “**Additional Pooled Securities**”):
 - (i) as a dividend or other distribution on the Pooled Shares;
 - (ii) on the exercise of a right of purchase, conversion or exchange attaching to the Pooled Shares, including securities received on conversion of special warrants;
 - (iii) on a subdivision, or compulsory or automatic conversion or exchange of Pooled Shares; or
 - (iv) from a Successor Issuer in a Business Combination, each as defined herein, if Part 4 of this Agreement applies,

the Issuer, on behalf of Rockhaven, will deposit such securities in pool with the Pooling Agent. The Issuer, on behalf of Rockhaven, will deliver or cause to be delivered to the Pooling Agent any share certificates or other evidence of such Additional Pooled Securities. When this Agreement refers to Pooled Shares, it shall be deemed to include Additional Pooled Securities, if applicable.

- (c) The Issuer or Rockhaven (as applicable) will immediately deliver or cause to be delivered to the Pooling Agent any replacement share certificates or other evidence of Additional Pooled Securities issued to Rockhaven.

1.3 Direction to Pooling Agent

The Issuer and Rockhaven direct the Pooling Agent to hold the Pooled Shares in pool until they are released from pool under this Agreement.

PART 2
RELEASE OF POOLED SHARES

2.1 Release Provisions

The Pooled Shares to be held by the Pooling Agent are to be released on the following basis:

- (a) 10% on the Effective Date, as defined herein;
- (b) 22.5% on the date that is four months from the Effective Date;
- (c) 22.5% on the date that is eight months from the Effective Date;
- (d) 22.5% on the date that is twelve months from the Effective Date; and
- (e) all remaining Pooled Shares on the date that is sixteen months from the Effective Date.

Following the Listing, the day upon which the Pooled Shares are issued by the Issuer from treasury in accordance with the terms of the Amended Option Agreement is referred to herein as the “**Effective Date**”. Any fraction of a Pooled Share to be released from pool by the Pooling Agent will be disregarded and, in such circumstances, such number of Pooled Shares will be rounded down to the next whole number.

Unless a court orders otherwise, the Pooling Agent is not required to effect any full or partial release of Pooled Shares hereunder unless the fees and expenses owing to it at such date have been paid in full.

2.2 Delivery of Share Certificates for Pooled Shares

- (a) The Pooling Agent will send to Rockhaven any share certificates or other evidence of Rockhaven’s Pooled Shares in the possession of the Pooling Agent released from pool as soon as reasonably practicable after the release.
- (b) It is acknowledged that the Issuer is preparing a prospectus, whereby common shares will be offered to the public and that upon completion of the sale of said common shares, the Issuer intends to make an application to list all of its common shares for trading on the TSX Venture Exchange. If a receipt for the final prospectus relating to the IPO (the “**Final Prospectus**”) is not issued by the Principal Regulator, as that term is defined in accordance with Multilateral Instrument 11-102 – *Passport System*, within 18 months from the date hereof, or if such listing of common shares does not occur within 12 months from the date of the Final Prospectus and the primary distribution under the Final Prospectus has ceased, then the Issuer will notify the Pooling Agent and Rockhaven of this fact in writing and, upon receipt of such notice by the Pooling Agent, this Agreement will terminate and the Pooling Agent shall release all Pooled Shares deposited hereunder to Rockhaven.

**PART 3
DEALING WITH POOLED SHARES**

3.1 Restriction on Transfer

During the term the Pooled Shares are held in pool as set forth in Part 2, and unless it is expressly permitted in this Agreement, Rockhaven will not sell, deal in, assign, transfer in any manner whatsoever or agree to sell, deal in, assign or transfer in any manner whatsoever any of the Pooled Shares, or beneficial ownership of or any interest in them, and the Pooling Agent shall not accept or acknowledge any transfer, assignment, declaration of trust or any other document evidencing a change of legal or beneficial ownership of or interest therein, except as may be required by reason of the bankruptcy of Rockhaven, in which case the Pooling Agent shall hold the said certificates for the Pooled Shares subject to this Agreement, for whatsoever person or persons, firm or corporation as may thus become legally entitled thereto.

3.2 Voting of Pooled Shares

Rockhaven may exercise voting rights attached to the Pooled Shares while such Pooled Shares are in pool and subject to the terms of this Agreement.

3.3 Dividends on Pooled Shares

Rockhaven may receive a dividend or other distribution on the Pooled Shares and elect the manner of payment from any standard options offered by the Issuer. If the Pooling Agent receives a dividend or other distribution with respect to Pooled Shares, other than Additional Pooled Securities, the Pooling Agent will pay the dividend or other distribution to Rockhaven on receipt.

**PART 4
BUSINESS COMBINATIONS**

4.1 Business Combinations

This Part applies to the following (each, a “**Business Combination**”):

- (a) a formal take-over bid for all outstanding securities of the Issuer or which, if successful, would result in a change of control of the Issuer;
- (b) a formal issuer bid for all outstanding equity securities of the Issuer;
- (c) a statutory arrangement;
- (d) an amalgamation;
- (e) a merger; and
- (f) a reorganization that has an effect similar to an amalgamation or merger.

4.2 Delivery to Pooling Agent

Rockhaven may tender its Pooled Shares to a person or company in a Business Combination. At least five business days prior to the date the Pooled Shares must be tendered under the Business Combination, Rockhaven, if selecting to tender its Pooled Shares, must deliver to the Pooling Agent:

- (a) a written direction signed by Rockhaven that directs the Pooling Agent to deliver to the depository under the Business Combination any share certificates or other evidence of the Pooled Shares and a completed and executed cover letter or similar document and, where required, transfer power of attorney completed and executed for transfer in accordance with the requirements of the Issuer's depository, and any other documentation specified or provided by Rockhaven and required to be delivered to the depository under the Business Combination; and
- (b) any other information concerning the Business Combination as the Pooling Agent may reasonably require.

4.3 Delivery to Depository

As soon as reasonably practicable, and in any event no later than three business days after the Pooling Agent receives the documents and information required under section 4.2, the Pooling Agent will deliver to the depository, in accordance with the direction, any share certificates or other evidence of the Pooled Shares, and a letter addressed to the depository that:

- (a) identifies the Pooled Shares that are being tendered;
- (b) states that the Pooled Shares are held in pool;
- (c) states that the Pooled Shares are delivered only for the purposes of the Business Combination and that they will be released from pool only in accordance with the terms of this Agreement;
- (d) if any share certificates or other evidence of the Pooled Shares have been delivered to the depository, requires the depository to return to the Pooling Agent, as soon as practicable, the share certificates or other evidence of Pooled Shares that are not released from pool into the Business Combination; and
- (e) where applicable, requires the depository to deliver or cause to be delivered to the Pooling Agent, as soon as practicable, share certificates or other evidence of Additional Pool Securities that Rockhaven acquires under the Business Combination.

4.4 Pool of New Securities

- (a) If Rockhaven receives securities (the "**New Securities**") of another issuer (the "**Successor Issuer**") in exchange for Rockhaven's Pooled Shares, the New Securities will be subject to pool in substitution for the tendered Pooled Shares.

- (b) If Rockhaven's New Securities are subject to pool, the Pooling Agent will hold Rockhaven's New Securities in pool on the same terms and conditions, including release dates, as applied to the Pooled Shares that are exchanged by Rockhaven.

PART 5 RESIGNATION OF POOLING AGENT

5.1 Resignation of Pooling Agent

- (a) If the Pooling Agent wishes to resign as Pooling Agent, the Pooling Agent will give written notice to the Issuer.
- (b) If the Issuer wishes to terminate the Pooling Agent as Pooling Agent, the Issuer will give written notice to the Pooling Agent.
- (c) If the Pooling Agent resigns or is terminated, the Issuer will be responsible for ensuring that the Pooling Agent is replaced not later than the resignation or termination date by another Pooling Agent that has accepted such appointment, which appointment will be binding on the Issuer and Rockhaven.
- (d) The resignation or termination of the Pooling Agent will be effective, and the Pooling Agent will cease to be bound by this Agreement, on the date that is 60 days after the date of receipt of the notices referred to above by the Pooling Agent or Issuer, as applicable, or on such other date as the Pooling Agent and the Issuer may agree upon (the "**Resignation or Termination Date**"), provided that the Resignation or Termination Date will not be less than 10 business days before a release date.
- (e) If the Issuer has not appointed a successor Pooling Agent within 60 days of the Resignation or Termination Date, the Pooling Agent will apply, at the Issuer's expense, to a court of competent jurisdiction for the appointment of a successor Pooling Agent, and the duties and responsibilities of the Pooling Agent will cease immediately upon such appointment.
- (f) On any new appointment under this section, the successor Pooling Agent will be vested with the same powers, rights, duties and obligations as if it had been originally named herein as Pooling Agent, without any further assurance, conveyance, act or deed. The predecessor Pooling Agent, upon receipt of payment for any outstanding account for its services and expenses then unpaid, will transfer, deliver and pay over to the successor Pooling Agent, who will be entitled to receive, all securities, records or other property on deposit with the predecessor Pooling Agent in relation to this Agreement and the predecessor Pooling Agent will thereupon be discharged as Pooling Agent.
- (g) If any changes are made to Part 6 of this Agreement as a result of the appointment of the successor Pooling Agent, those changes must not be inconsistent with the terms of this Agreement.

PART 6
OTHER CONTRACTUAL ARRANGEMENTS

6.1 Pooling Agent Not a Trustee

The Pooling Agent accepts duties and responsibilities under this Agreement, and the Pooled Shares and any share certificates or other evidence of such Pooled Shares, solely as a custodian, bailee and agent. No trust is intended to be, or is or will be, created hereby and the Pooling Agent shall owe no duties hereunder as a trustee.

6.2 Pooling Agent Not Responsible for Genuineness

The Pooling Agent will not be responsible or liable in any manner whatever for the sufficiency, correctness, genuineness or validity of any Pooled Shares deposited with it.

6.3 Pooling Agent Not Responsible for Furnished Information

The Pooling Agent will have no responsibility for seeking, obtaining, compiling, preparing or determining the accuracy of any information or document, including the representative capacity in which a party purports to act, that the Pooling Agent receives as a condition to a release from pool or a transfer of Pooled Shares within Pool under this Agreement.

6.4 Pooling Agent Not Responsible after Release

The Pooling Agent will have no responsibility for Pooled Shares that it has released to Rockhaven or at Rockhaven's direction according to this Agreement.

6.5 Indemnification of Pooling Agent

The Issuer hereby agrees to indemnify and hold harmless the Pooling Agent, its affiliates, and their current and former directors, officers, employees and agents from and against any and all claims, demands, losses, penalties, costs, expenses, fees and liabilities, including, without limitation, legal fees and expenses, directly or indirectly arising out of, in connection with, or in respect of, this Agreement, except where same result directly and principally from gross negligence, wilful misconduct or bad faith on the part of the Pooling Agent. This indemnity survives the release of the Pooled Shares, the resignation or termination of the Pooling Agent and the termination of this Agreement.

6.6 Additional Provisions

- (a) The Pooling Agent will be protected in acting and relying reasonably upon any notice, direction, instruction, order, certificate, confirmation, request, waiver, consent, receipt, statutory declaration or other paper or document (collectively referred to as "**Documents**") furnished to it and purportedly signed by any officer or person required to or entitled to execute and deliver to the Pooling Agent any such Document in connection with this Agreement, not only as to its due execution and the validity and effectiveness of its provisions, but also as to the truth or accuracy of any information therein contained, which it in good faith believes to be genuine.

- (b) The Pooling Agent will not be bound by any notice of a claim or demand with respect thereto, or any waiver, modification, amendment, termination or rescission of this Agreement unless received by it in writing, and signed by the other Parties, if the duties or indemnification of the Pooling Agent in this Agreement are affected, unless it has given its prior written consent.
- (c) The Pooling Agent may consult with or retain such legal counsel and advisors as it may reasonably require for the purpose of discharging its duties or determining its rights under this Agreement and may rely and act upon the advice of such counsel or advisor. The Pooling Agent will give written notice to the Issuer as soon as practicable that it has retained legal counsel or other advisors. The Issuer will pay or reimburse the Pooling Agent for any reasonable fees, expenses and disbursements of such counsel or advisors.
- (d) In the event of any disagreement arising under the terms of this Agreement, the Pooling Agent will be entitled, at its option, to refuse to comply with any and all demands whatsoever until the dispute is settled either by a written agreement among the Parties or by a court of competent jurisdiction.
- (e) The Pooling Agent will have no duties or responsibilities except as expressly provided in this Agreement and will have no duty or responsibility under any other agreement, including any agreement referred to in this Agreement, to which the Pooling Agent is not a party.
- (f) The Pooling Agent will have the right not to act and will not be liable for refusing to act unless it has received clear and reasonable documentation that complies with the terms of this Agreement. Such documentation must not require the exercise of any discretion or independent judgment.
- (g) The Pooling Agent is authorized to cancel any share certificate delivered to it and hold Rockhaven's Pooled Shares in electronic, or uncertificated form only, pending release of such securities from pool.
- (h) The Pooling Agent will have no responsibility with respect to any Pooled Shares in respect of which no share certificate or other evidence or electronic or uncertificated form of these securities has been delivered to it, or otherwise received by it.

6.7 Limitation of Liability of Pooling Agent

The Pooling Agent will not be liable to any of the Parties hereunder for any action taken or omitted to be taken by it under or in connection with this Agreement, except for losses directly, principally and immediately caused by its bad faith, wilful misconduct or gross negligence. Under no circumstances will the Pooling Agent be liable for any special, indirect, incidental, consequential, exemplary, aggravated or punitive losses or damages hereunder, including any loss of profits, whether foreseeable or unforeseeable. Notwithstanding the foregoing or any other provision of this Agreement, in no event will the collective liability of the Pooling Agent under or in connection with this Agreement to any one or more Parties, except for losses directly caused by its bad faith or wilful misconduct, exceed the amount of its annual fees under this Agreement or the amount of three thousand dollars (\$3,000), whichever amount shall be greater.

6.8 Remuneration of Pooling Agent

The Issuer will pay the Pooling Agent reasonable remuneration for its services under this Agreement, which fees are subject to revision from time to time on 30 days' written notice. The Issuer will reimburse the Pooling Agent for its expenses and disbursements. Any amount due under this section and unpaid 30 days after request for such payment, will bear interest from the expiration of such period at a rate per annum equal to the then current rate charged by the Pooling Agent, payable on demand.

6.9 Notice to Pooling Agent of the Effective Date

The Issuer shall forthwith provide a copy of any bulletins issued by the Exchange, confirmation of listing and posting for trading of the subject Pooled Shares or such other relevant document to the Pooling Agent as it shall require in order to make the required releases of Pooled Shares pursuant to this Agreement. No duty shall rest with the Pooling Agent to obtain this information independently nor shall it be held liable for any loss, claim, suit or action, howsoever caused by any delay in providing this information to it.

6.10 Anti-Money Laundering and Anti-Terrorist Legislation

- (a) The Pooling Agent shall retain the right not to act and shall not be liable for refusing to act if, due to a lack of information or for any other reason whatsoever, the Pooling Agent reasonably determines that such an act might cause it to be in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline. Further, should the Pooling Agent reasonably determine at any time that its acting under this Agreement has resulted in it being in non-compliance with any applicable anti-money laundering or anti-terrorist legislation, regulation or guideline, it shall have the right to resign on written notice to the Issuer.
- (b) In accordance with Sections 54(1) and 64(1) of the *Proceeds of Crime Money Laundering) and Terrorist Financing Regulations SOR/202-184*, the Pooling Agent is required to implement reasonable procedures to verify the identity of any person that opens a new account with it. Accordingly, the Parties acknowledge that the Pooling Agent's identity verification procedures require the Pooling Agent to obtain information which may be used to confirm the identity of the parties including without limitation name, address and organizational documents ("**Identifying Information**"). The parties agree to provide the Pooling Agent with and consent to the Pooling Agent obtaining from third parties any Identifying Information required as a condition of opening an account with or using any service provided by the Pooling Agent.

PART 7 NOTICES

7.1 Notice to Pooling Agent

Documents will be considered to have been delivered to the Pooling Agent on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand during normal business hours or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

Equity Financial Trust Company
Suite 1620 – 1185 West Georgia Street
Vancouver, British Columbia V6E 4E6

Attention: Manager, Corporate Trust Services
Fax: (604) 696-9860

7.2 Notice to Issuer

Documents will be considered to have been delivered to the Issuer on the next business day following the date of transmission, if delivered by fax, the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the following:

West Point Resources Inc.
7934 Government Road
Burnaby, British Columbia V5A 2E2

Attention: President
Fax: (604) 676-2767

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

Clark Wilson LLP
Suite 900 – 885 West Georgia Street
Vancouver, British Columbia V6C 3H1

Attention: Cam McTavish
Fax (604) 687-6314

7.3 Deliveries to Rockhaven

- (a) Documents will be considered to have been delivered to Rockhaven on the date of delivery, if delivered by hand or by prepaid courier, or 5 business days after the date of mailing, if delivered by mail, to the address on the Issuer's share register.
- (b) Any share certificates or other evidence of Rockhaven's Pooled Shares will be sent to Rockhaven's address on the Issuer's share register unless Rockhaven has advised the Pooling Agent in writing otherwise at least ten business days before the Pooled Shares are released from pool.

7.4 Change of Address

- (a) The Pooling Agent may change its address for delivery by delivering notice of the change of address to the Issuer and to Rockhaven.
- (b) The Issuer may change its address for delivery by delivering notice of the change of address to the Pooling Agent and to Rockhaven.
- (c) Rockhaven may change Rockhaven's address for delivery by delivering notice of the change of address to the Issuer and to the Pooling Agent.

7.5 Postal Interruption

A party to this Agreement will not mail a Document if the party is aware of an actual or impending disruption of postal service.

PART 8 GENERAL

8.1 Meaning of “hold”

When this Agreement refers to securities that Rockhaven “holds”, it means that Rockhaven has direct or indirect beneficial ownership of or control or direction over the securities.

8.2 Termination, Amendment, and Waiver of Agreement

- (a) No amendment or waiver of this Agreement or any part of this Agreement shall be effective unless the amendment or waiver is evidenced by a memorandum in writing signed by all Parties; and
- (b) No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision (whether similar or not), nor shall any waiver constitute a continuing waiver, unless expressly provided.

8.3 Severance of Illegal Provision

Any provision or part of a provision of this Agreement determined by a court of competent jurisdiction to be invalid, illegal or unenforceable shall be deemed stricken to the extent necessary to eliminate any invalidity, illegality or unenforceability, and the rest of the Agreement and all other provisions and parts thereof shall remain in full force and effect and be binding upon the Parties hereto as though the said invalid, illegal and/or unenforceable provision or part thereof had never been included in this Agreement.

8.4 Further Assurances

The Parties will execute and deliver any further documents and perform any further acts reasonably requested by any of the Parties to this Agreement which are necessary to carry out the intent of this Agreement.

8.5 Time

Time is of the essence of this Agreement.

8.6 Governing Laws

The laws of the province of British Columbia and the applicable laws of Canada will govern this Agreement.

8.7 Counterparts and Electronic Means

This Agreement may be executed in separate counterparts and such counterparts together shall constitute a single instrument. Delivery of an executed counterpart of this Agreement by electronic means, including by facsimile transmission or by electronic delivery in

portable document format (".pdf"), shall be equally effective as delivery of a manually executed counterpart hereof. The parties acknowledge and agree that in any legal proceedings between them respecting or in any way relating to this Agreement, each waives the right to raise any defence based on the execution hereof in counterparts or the delivery of such executed counterparts by electronic means.

8.8 Singular and Plural

Wherever a singular expression is used in this Agreement, that expression is considered as including the plural or the body corporate where required by the context.

8.9 Language

This Agreement has been drawn up in the English language at the request of the Parties.

8.10 Benefit and Binding Effect

This Agreement will benefit and bind the Parties and their successors and permitted assigns, as applicable, and all persons claiming through them as if they had been a Party to this Agreement.

8.11 Entire Agreement

This is the entire agreement among the Parties concerning the subject matter set out in this Agreement and supersedes any and all prior understandings and agreements.

8.12 Business Days

In the event any action is required to be carried out herein on a non-business day in which chartered banks in Vancouver, British Columbia are closed for business, such action will be postponed until the next succeeding business day in which such banks are open for business.

8.13 Successor to Pooling Agent

Any corporation with which the Pooling Agent may be amalgamated, merged or consolidated, or any corporation succeeding to the transfer agency business of the Pooling Agent will be the successor of the Pooling Agent under this Agreement without any further act on its part or on the part or any of the Parties.

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The Parties have executed and delivered this Agreement as of the date set out above.

EQUITY FINANCIAL TRUST COMPANY

Per: /s/ Signed _____
Authorized Signatory

Per: /s/ Signed _____
Authorized Signatory

WEST POINT RESOURCES INC.

Per: /s/ Ravinder Mlait _____
Authorized Signatory

ROCKHAVEN RESOURCES LTD.

Per: /s/ Signed _____
Authorized Signatory