

AGENCY AGREEMENT

THIS AGREEMENT dated for reference the 8th day of May, 2015.

BETWEEN:

MIDNIGHT STAR VENTURES CORP.

(the “Issuer”)

AND:

WOLVERTON SECURITIES LTD.

(the “Agent”)

BACKGROUND

- A. The Issuer wishes to raise money for the purposes set forth in its Prospectus, which is to be filed with the Regulatory Authorities, by offering for sale certain of its securities; and
- B. The Issuer wishes to appoint the Agent to distribute those securities and the Agent is willing to accept such appointment on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) “Agent’s Commission” has the meaning set out in section 5.2(a);
- (b) “Agent’s Options” has the meaning set out in section 5.2(b);
- (c) “Agent’s Option Shares” has the meaning set out in section 5.2(b);
- (d) “Certificates” means the certificates representing the Shares, the Agent’s Options and the Corporate Finance Shares, in the names and denominations requested by the Agent;
- (e) “Closing Date” means the date on which the Offering closes, or such other date as the Agent and the Issuer may agree upon;

- (f) “Common Shares” means common shares in the capital of the Issuer as they are presently constituted;
- (g) “Contaminant” means any substance or material that is prohibited, controlled or regulated by any governmental authority, including without limitation, any contaminants, pollutants, petroleum, its derivatives, by-products or other hydrocarbons, dangerous substances or goods, asbestos, toxic or hazardous substances or materials, controlled products, wastes involving hazardous wastes and any other materials that are by their nature hazardous, either in fact or as defined in or pursuant to any Environmental Laws;
- (h) “Corporate Finance Fee” has the meaning set out in section 5.1;
- (i) “Corporate Finance Shares” has the meaning set out in section 5.2(c);
- (j) “Earn-In Agreement” means the agreement made as of August 28, 2013 pursuant to which Pengram Corporation granted to the Issuer an option to acquire an undivided 80% in the Underlying Agreement;
- (k) “Effective Date” means the date on which a receipt for a (final) Prospectus qualifying the Offering and all other securities required by this Agreement to be qualified is issued by the securities commission that is designated as the principal regulator in accordance with National Policy 11-202;
- (l) “Environmental Laws” means all applicable laws, rules, regulations, orders, policies, guidelines, notices, approvals and permits relating to environmental or occupational health and safety matters, in effect as at the date hereof, including, without limitation, those pertaining to reporting, licensing, permitting, investigation, remediation and clean-up in connection with any release or threat of release of a Contaminant or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling and the like of a Contaminant;
- (m) “Exchange” means the Canadian Securities Exchange;
- (n) “Fish Project” means the mining claims located in the Lone Mountain Mining District of Esmeralda County, Nevada subject to the Underlying Agreement and the Earn-In Agreement;
- (o) “Intellectual Property Rights” means all patents and inventions, trademarks, trade names and styles, logos and designs, service marks, trade dress, industrial designs, internet domain names, world wide websites, website names, electronic mail addresses, copyrights, trade secrets, technical information, engineering procedures, designs, know-how and processes (whether confidential or otherwise), software, other industrial property (including applications for any of these) and other similar rights and properties;

- (p) “Material Adverse Effect” means any change, event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), capitalization, financial condition, prospects or results of operations of an entity, whether or not arising in the ordinary course of business, taken as a whole;
- (q) “Material Change” has the meaning set out in the Securities Acts;
- (r) “Material Contract” means (i) every agreement, contract or obligation requiring payment by or to the Issuer of an amount in any one year in the aggregate of more than \$10,000; (ii) every agreement or contract which has, or might have, any material direct or indirect effect (by license, assignment or otherwise) on the assets or business of the Issuer; and (iii) every agreement or contract with or with respect to any directors, officers, shareholders, consultants or employees of the Issuer (including, without limitation, collective bargaining agreements and pension and benefit plans);
- (s) “Material Fact” has the meaning set out in the Securities Acts;
- (t) “Misrepresentation” has the meaning set out in the Securities Acts;
- (u) “Offering” means the offering under the Prospectus of a minimum of 2,000,000 Common Shares and a maximum of 2,250,000 Common Shares;
- (v) “Offering Period” means the 90 day period following the date of issuance of the receipt for the final Prospectus, or, if there is an amendment to the final Prospectus, the 90 day period following the date of issuance of the receipt for the amendment to the final Prospectus if such period does not exceed 180 days from the date of receipt for the final Prospectus;
- (w) “Offering Price” means \$0.10 per Share;
- (x) “Proceeds” means the gross proceeds of the Offering, less:
 - (i) the Agent’s Commission; and
 - (ii) the agreed expenses of the Agent in connection with the Offering which have not been paid by the Issuer;
- (y) “Prospectus” means the preliminary prospectus and the prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and includes any amendments to the preliminary prospectus and prospectus which may be filed with the Regulatory Authorities;

- (z) “Regulatory Authorities” means the Exchange and the securities commissions or similar regulatory authorities in the Selling Jurisdictions;
- (aa) “Securities Acts” means the *Securities Act* (British Columbia) and the securities act of any other jurisdictions included in the Selling Jurisdictions, in each case as amended from time to time;
- (bb) “Selling Jurisdictions” means British Columbia and such other jurisdictions as the Agent and the Issuer may agree upon;
- (cc) “Shares” means the up to 2,250,000 Common Shares to be issued under the Offering;
- (dd) “Subsidiary” has the meaning set out in the *Business Corporations Act* (British Columbia); and
- (ee) “Underlying Agreement” means the agreement dated March 31, 2011, as amended August 28, 2013, between Pengram Corporation and Claremont Nevada Mines LLC pursuant to which Pengram Corporation has an option to acquire the Fish Project.

2. APPOINTMENT OF AGENT

- 2.1 The Issuer appoints the Agent as its exclusive agent and the Agent accepts the appointment and agrees to act as the exclusive agent of the Issuer to offer the Shares for sale under the Prospectus in the Selling Jurisdictions at the Offering Price. The Agent shall use its commercially reasonable efforts to sell the Shares but it is understood and agreed that the Agent shall act as agent only and is under no obligation to purchase any Shares under the Offering.

3. CONDUCT OF THE OFFERING

- 3.1 Prior to the Effective Date, the Issuer will apply to the Exchange for a conditional listing of the Shares, the Corporate Finance Shares and the Agent’s Option Shares.
- 3.2 The Agent will advise the Issuer and its counsel when the distribution under the Prospectus is complete.
- 3.3 The Offering is subject to a minimum subscription of 2,000,000 Common Shares. The Agent agrees to hold all subscription funds received 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 subscribers without interest or deduction if the minimum subscription is not attained by the last day of the Offering Period.

4. OPINIONS AND CERTIFICATES

4.1 On the Effective Date, the Issuer will deliver the following documents to the Agent and its counsel in a form acceptable to them, acting reasonably:

- (a) a comfort letter from the auditor of the Issuer, dated as of the date of the Prospectus and addressed to the Agent and its counsel, relating to the accuracy of the financial statements forming part of the Prospectus and the accuracy of the financial, numerical and certain other information disclosed in the Prospectus; and
- (b) any other certificates, comfort letters or opinions in connection with any matter related to the Prospectus which are requested by the Agent or its counsel, acting reasonably.

4.2 On the day prior to the Closing Date the Issuer will provide the Agent and its counsel with evidence of the necessary approval of the Regulatory Authorities for the Offering.

4.3 On the Closing Date the Issuer will deliver the following documents to the Agent and its counsel in a form acceptable to them, acting reasonably:

- (a) an opinion of counsel (and local counsel in the Selling Jurisdictions as requested by the Agent) for the Issuer, dated as of the Closing Date and addressed to the Agent and its counsel, relating to legal matters in connection with the Prospectus and Offering;
- (b) a title opinion from Nevada counsel relating to the Fish Project and the interest of the Issuer therein; and
- (c) a certificate of the Issuer, dated as of the Closing Date and signed by the President and Chief Financial Officer of the Issuer approved by the Agent, certifying certain facts relating to the Issuer and its affairs.

5. COMPENSATION

5.1 The Issuer has paid to the Agent a corporate finance fee (the “Corporate Finance Fee”) of \$15,000 plus applicable taxes as a non-refundable due diligence fee.

5.2 The Issuer will, on the Closing Date:

- (a) pay the Agent a cash commission (the “Agent’s Commission”) of 10% of the gross proceeds of the Offering;
- (b) issue to the Agent options (the “Agent’s Options”) entitling the holder to acquire such number of Common Shares (the “Agent’s Option Shares”) as is equal to 10% of the number of Shares sold under the Offering, exercisable at a price of \$0.10 per Agent’s Option Share, for a period of 36

months from the date the Common Shares begin trading on the Exchange;
and

- (c) issue to the Agent 100,000 Common Shares (the “Corporate Finance Shares”).

5.3 Issuance of the Corporate Finance Shares and the Agent’s Option Shares shall be qualified by the Prospectus to the maximum extent permissible by National Instrument 41-101. The Agent acknowledges that any combination of the Agent’s Option Shares and the Corporate Finance Shares which exceed 10% of the Shares sold under the Prospectus will not be qualified for distribution under the Prospectus, and will be subject to a four month hold period in accordance with applicable securities laws.

6. CLOSING

6.1 The Issuer will, on the Closing Date, deliver the Certificates to the Agent against payment of the Proceeds. If the Issuer has satisfied all of its obligations under this Agreement, the Agent will, upon receipt of the Certificates, pay the Proceeds to the Issuer.

7. MATERIAL CHANGES

7.1 From the date of this Agreement to the completion of the distribution of the Shares, the Issuer shall promptly discuss with the Agent and immediately thereafter notify the Agent in writing of any material adverse change (actual, anticipated or threatened), financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition, capital or prospects of the Issuer.

7.2 If, after the Prospectus is first filed with the Regulatory Authorities, a Material Change occurs in the affairs of the Issuer, the Issuer will:

- (a) notify the Agent immediately, in writing, with full particulars of the change;
- (b) file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus disclosing the Material Change; and
- (c) provide to the Agent as many copies of the amendments as the Agent may reasonably request within 3 business days of such request.

8. TERMINATION

8.1 The Agent may at any time, without liability on its part and by notice in writing given to the Issuer, terminate its obligations hereunder if:

- (a) any order to cease or suspend trading in any securities of the Issuer, or prohibiting or materially restricting the distribution of any securities issuable in connection, directly or indirectly, with the transactions contemplated by this Agreement is made, or proceedings are announced or commenced for the making of any such order, by any securities commission or similar regulatory authority, or by any other competent authority, not based solely upon the activities or alleged activities of the Agent, and has not been rescinded, revoked or withdrawn;
- (b) any inquiry, investigation (whether formal or informal) or other proceeding in relation to the Issuer or any of its directors or senior officers is announced or commenced by any securities commission or similar regulatory authority, any stock exchange or by any other competent authority, not based solely upon the activities or alleged activities of the Agent, if, in the Agent's opinion, the announcement or commencement thereof materially adversely affects the trading or distribution of any of the securities issuable in connection, directly or indirectly, with the transactions contemplated by this Agreement;
- (c) there shall have occurred or be anticipated any material adverse change, as determined by the Agent in its discretion, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, condition, capital or prospects (financial or otherwise) of the Issuer;
- (d) in the Agent's opinion, it would be impracticable or unprofitable to offer or continue to offer the Shares for sale or there has developed, occurred or come into effect any financial occurrence or any event of national or international consequence, any governmental action, law or regulation, or any other occurrence of any nature whatsoever which, in the opinion of the Agent, seriously adversely affects or would seriously adversely affect the market for shares listed on the Exchange, the Issuer's business or any distribution contemplated by this Agreement; or
- (e) the Issuer is in breach of, default under or non-compliant with any representation, warranty, term or condition of this Agreement.

8.2 Any termination pursuant to the terms of this Agreement shall be effected by notice in writing delivered to the Issuer, provided that no termination shall discharge or otherwise affect any obligation of the Issuer under sections 10 or 12 of this Agreement. The rights of termination contained in section 8.1 are in addition to, and without prejudice to, any other rights or remedies the Agent may have at law or in equity.

9. WARRANTIES, REPRESENTATIONS AND COVENANTS

9.1 The Issuer covenants, represents and warrants to the Agent that:

- (a) the Issuer has no Subsidiary;
- (b) the books and records of the Issuer fairly and correctly set out and disclose in all material respects, in accordance with generally accepted accounting principles, the financial position of the Issuer as of the date hereof, and all material financial transactions of the Issuer 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 (together, the “Information”) relating to the Issuer furnished by or on behalf of the Issuer 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 the Issuer provided by or on behalf of the Issuer 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. The Issuer is not aware of any undisclosed facts or information that could materially impact upon such projections and forecasts;
- (c) the Issuer has been duly incorporated and organized and is validly existing and in good standing under the laws of its jurisdictions of incorporation and has all requisite corporate power and authority to carry on its businesses as now conducted and as presently proposed to be conducted, to own, lease and operate its properties and assets and to carry out the provisions hereof;
- (d) the Issuer is conducting its business in compliance in all material respects with all applicable licensing and anti-pollution legislation, regulations or by-laws, environmental protection legislation, regulations or by-laws or other similar legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies which are applicable to the Issuer. The Issuer is not aware of any such legislation, regulation, by-law or lawful requirement presently in force or proposed to be brought into force by any governmental or regulatory authority which the Issuer anticipates it will be unable to comply with without materially adversely affecting its business;
- (e) except as qualified by the Prospectus, the Issuer is the beneficial owner of the properties, business and assets, or the interest in the properties, business and assets, referred to in the Prospectus, and any and all agreements pursuant to which the Issuer holds any such interest in property, business or assets (including without limitation the Earn-In

Agreement and the Underlying Agreement) are in good standing under the applicable laws, and the properties (including without limitation the Fish Project) are in good standing under the applicable laws of the jurisdictions in which they are situated;

- (f) the Prospectus contains full, true and plain disclosure of all Material Facts in relation to the Issuer and its business and securities, and contains no Misrepresentation;
- (g) except as listed in Schedule 9.1(g), the Issuer is not a party to or bound by any Material Contract or commitment whether oral or written; all Material Contracts of the Issuer can be fulfilled and performed in all material respects by the Issuer in the normal course of business dealings and all such Material Contracts are in good standing and no event of default has occurred and is continuing and no event has occurred which, with the giving of notice, the passing of time or both, would constitute an event of default under any Material Contract;
- (h) the financial statements of the Issuer, which form part of the Prospectus have been prepared in accordance with International Financial Reporting Standards, accurately reflect the financial position of the Issuer and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer, as at the date of the financial statements and there have been no adverse material changes in the financial position of the Issuer since that date, except as fully and plainly disclosed in the Prospectus;
- (i) the authorized and outstanding share capital of the Issuer is as set forth in the Prospectus, all outstanding shares have been issued as fully paid and non-assessable and the only outstanding options, warrants or other rights to acquire any shares or other securities of the Issuer are as set forth in the Prospectus;
- (j) the Issuer is not in default or breach of, and the execution and delivery of, and the performance and compliance with the terms of this Agreement does not and will not result in any breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, in any material respect, any term or provisions of the articles, by-laws, or resolutions of the Issuer, or any indenture, agreement (written or oral), lease or other document to which the Issuer is a party or by which it is bound, or any judgment, decree or order, or to its knowledge, statute, rule or regulation applicable to the Issuer, which default or breach might reasonably be expected to materially adversely affect the business, operations, assets, capital or condition (financial or otherwise) of the Issuer;

- (k) this Agreement is a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to the laws relating to creditors' rights generally and equitable remedies and except to the extent that the enforcement of rights to indemnity and waiver of contribution may be limited by applicable law;
- (l) the Issuer has full corporate authority and capacity to issue the Shares, Corporate Finance Shares, the Agent's Options and the Agent's Option Shares and on the Closing Date:
 - (i) the Shares and the Corporate Finance Shares will be duly and validly authorized and issued as fully paid and non-assessable;
 - (ii) the Agent's Options will be duly and validly created, authorized and issued; and
 - (iii) the Agent's Option Shares will be duly and validly authorized for issuance upon exercise of the Agent's Options, and upon such issuance shall be issued as fully paid and non-assessable;
- (m) no consent of any third party is required in connection with the transactions contemplated by this Agreement, except the consent of the Exchange and except to the extent that this Agreement contemplates obtaining receipts for the Prospectus;
- (n) no securities regulatory authority has issued any order preventing or suspending trading in any securities of the Issuer, and the Issuer has not been, and is not currently, in default of any requirement of any securities laws to which the Issuer is subject;
- (o) no litigation, administrative proceeding, arbitration or other proceeding before or of any court, tribunal, arbitrator or regulatory or other governmental body or dispute with any regulatory or other governmental body is presently in process or pending or threatened against the Issuer which, if determined adversely to the Issuer might have a Material Adverse Effect on the financial condition, results of operations, business or prospects of the Issuer, or which would materially impair the ability of the Issuer to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations herein;
- (p) the Fish Project, and all other business and property of the Issuer, is in compliance in all material respects with all Environmental Laws, and there are no facts known after due enquiry by the Issuer which could give rise to a notice of non-compliance with any Environmental Laws;
- (q) there are no existing claims, demands, damages, expenses, suits, proceedings, actions, negotiations, or causes of action of any nature whatsoever, whether threatened or pending, arising out of the presence on

any property in respect of which the Issuer has an interest, either past or present, of any Contaminant, or out of any past or present activity conducted on any such property, involving any Contaminant or any violation of any Environmental Laws;

- (r) the Issuer has conducted its activities in connection with the Offering in compliance with all applicable laws and regulatory requirements;
- (s) there is not presently, and will not be until the conclusion of the distribution under the Prospectus, any Material Change or change in any Material Fact relating to the Issuer, its business or securities which has not been or will not be fully disclosed in the Prospectus or otherwise to the Agent;
- (t) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or have been requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;
- (u) the Issuer has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable and there are no liens for taxes on the assets of the Issuer, except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer which are known by the Issuer's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a Material Adverse Effect on the properties, business or assets of the Issuer; and
- (v) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finders' fee in connection with the transactions described herein.

9.2 The Agent warrants, represents and covenants to the Issuer that:

- (a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated;
- (b) it is a member in good standing of the Exchange; and
- (c) it has complied with and will fully comply with the requirements of all applicable securities laws, including, without limitation, the by-laws and rules of the Exchange in relation to trading in the Shares and all matters relating to the Offering.

10. EXPENSES OF AGENT

- 10.1 The Issuer will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering including, without limitation, travel expenses, searches and other costs incurred by the Agent to complete the due diligence process, as well as the reasonable fees and expenses of the solicitor for the Agent, the reasonable fees and expenses associated with the Agent's geological review and other expenses. The Issuer will pay such expenses even if the Prospectus is not accepted by the Regulatory Authorities or the transactions contemplated by this Agreement are not completed, or this Agreement is terminated. The Agent acknowledges receiving from the Issuer a retainer of \$12,000 which will be applied against such expenses.
- 10.2 The Agent may, from time to time, render accounts to the Issuer for its expenses for payment on or before the dates set out in the accounts. The Issuer authorizes the Agent to deduct its reasonable expenses in connection with the Offering from the proceeds of the Offering, including expenses for which an account has not yet been rendered to the Issuer.

11. FILING OF PROSPECTUS

- 11.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, will deliver all necessary copies of the Prospectus to the Regulatory Authorities and will use its best efforts to have the Prospectus accepted by the Regulatory Authorities as soon as possible.
- 11.2 The Issuer will provide the Agent with as many copies of the Prospectus as the Agent may reasonably request at no charge to the Agent within 3 business days of any such request.
- 11.3 Delivery of the Prospectus and any amendment thereto shall constitute a representation and warranty by the Issuer to the Agent that all information and statements (except information and statements supplied by and relating solely to the Agent) contained in the Prospectus and any amendment thereto are true and correct in all material respects at the time of delivery thereof and contain no Misrepresentation and constitute full, true and plain disclosure of all Material Facts relating to the Issuer and the Shares and that no Material Fact or material information has been omitted therefrom (except facts or information supplied by and relating solely to the Agent) which is required to be stated therein or is necessary to make statements of information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Issuer's consent to the Agent's use of the Prospectus, any amendment thereto and any other documents supplied to the Agent by the Issuer for the purpose of the sale of Shares in the Selling Jurisdictions in compliance herewith and with all applicable securities laws.

12. INDEMNITY

- 12.1 The Issuer agrees to indemnify and hold harmless the Agent and its affiliates, their respective directors, officers, employees, agents (collectively including the Agent, 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, 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 and defending any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party but not including any amount for lost profits) 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 professional services rendered by the Agent under the Agreement, or otherwise in connection with the Offering.
- 12.2 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, damages or liabilities to which the Indemnified Party may be subject were directly caused by the gross negligence or willful misconduct of the Indemnified Party.
- 12.3 If for any reason (other than determinations as to any of the events referred to in section 12.2) the foregoing indemnification is unavailable to any Indemnified Party or is insufficient to hold any Indemnified Party harmless, the Issuer will contribute to the amount paid or payable by the 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 Issuer on the one hand and the Agent or any other Indemnified Party on the other hand, but also the relative fault of the Issuer, the Agent or any other Indemnified Party as well as any relevant equitable considerations; provided that the Issuer will in any event contribute to the amount or amounts paid or payable by the Agent or any other Indemnified Party as a result of any such expense, loss, claim, action, damage or liability (except for any such expense, loss, claim, action, damage or liability which is determined by a court of competent jurisdiction to have been caused directly by the gross negligence, bad faith or willful misconduct of the Indemnified Party), the portion of such amount or of the aggregate of such amount that is in excess of the amount of the fees received by the Agent under the Agreement.
- 12.4 The Issuer agrees that if:
- (a) any legal proceeding is brought against the Issuer or the Agent or any other Indemnified Party by any person or entity, including without limitation any governmental commission or regulatory authority, or

- (b) any stock exchange or other entity having regulatory authority, either domestic or foreign, investigates the Issuer or the Agent or any other Indemnified Party,

and the Agent or such other Indemnified Party is required to testify in connection therewith or is required to respond to procedures designed to discover information regarding, in connection with, or by reason of the Agreement, the engagement of the Agent thereunder or the performance of professional services rendered by the Agent thereunder, the Agent or such other Indemnified Party will 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 will be paid by the Issuer as they occur.

- 12.5 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 Issuer, the Agent will notify the Issuer in writing of the particulars thereof, will provide copies of all relevant documentation to the Issuer and, unless the Issuer assumes the defense thereof, will keep the Issuer advised of the progress thereof and will discuss all significant actions proposed. The omission to so notify the Issuer will not relieve the Issuer of any liability which it 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 prejudices the defense of such action, suit, proceeding, claim or investigation or results in any material increase in the liability which the Issuer would otherwise have under this indemnity had the Agent or the Indemnified Party not so delayed in or failed to give the notice required.
- 12.6 The Issuer will be entitled, at its own expense, to participate in and, to the extent it may wish to do so, assume the defense thereof, provided such defense is conducted by experienced and competent counsel acceptable to the Indemnified Parties, acting reasonably. Upon the Issuer notifying the Agent in writing of its election to assume the defense and upon the Issuer retaining counsel, the Issuer will not be liable to the Agent or any other Indemnified Party for any legal expenses subsequently incurred by them in connection with such defense. If such defense is assumed by the Issuer, then throughout the course thereof the Issuer will provide copies of all relevant documentation to the Agent, will keep the Agent advised of the progress thereof and will discuss with the Agent all significant actions proposed.
- 12.7 Notwithstanding section 12.6, any Indemnified Party will have the right, at the expense of the Issuer, to employ counsel of such Indemnified Party's choice in respect of the defense of any action, suit, proceeding, claim or investigation if: (i) the employment of such counsel has been authorized by the Issuer; or (ii) the

Issuer has not assumed the defense and employed counsel within a reasonable time after receiving notice of such action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Issuer or the Indemnified Party has advised the Indemnified Party that representation of the parties by the same counsel would be inappropriate because there may be legal defenses available to the Indemnified Party which are different from or in addition to those available to the Issuer (in which event and to that extent, the Issuer will not have the right to assume or direct the defense on the Indemnified Party's behalf) or that there is a conflict of interest between the Issuer and the Indemnified Party (in which event the Issuer will not have the right to assume or direct the defense on the Indemnified Party's behalf).

- 12.8 No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made by the Issuer without the consent of the Indemnified Parties affected, such consent not to be unreasonably withheld. No admission of liability shall be made by the Indemnified Parties without the consent of the Issuer, such consent not to be unreasonably withheld, and the Issuer will not be liable for any settlement of any action, suit, proceeding, claim or investigation made without their consent, such consent not to be unreasonably withheld.
- 12.9 The Issuer hereby acknowledges that the Agent acts as trustee for other Indemnified Parties of the covenants of the Issuer 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.
- 12.10 The Issuer agrees to waive any right it may have of first requiring any Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The indemnity and contribution obligations of the Issuer hereunder will be in addition to, but not in duplication of, any liability which the Issuer 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 Issuer, the Agent and any other Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under the Agreement or any termination of the Agreement.

13. ASSIGNMENT AND SELLING GROUP PARTICIPATION

- 13.1 The Agent will not assign this Agreement or any of its rights under the Agreement nor, with respect to the Shares, 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 the Issuer and notice has been given to and accepted by the Regulatory Authorities.

13.2 The Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investment dealers, who may or who may not be offered part of the Agent's Commission or Agent's Options to be paid to the Agent pursuant to this Agreement.

14. RIGHTS OF FIRST REFUSAL

14.1 The Issuer will notify the Agent in writing (the "Financing Notice") of the terms of any future brokered financings (public or private) that it requires or proposes to obtain on or before the second anniversary of the Closing Date, and the Agent will have the right of first refusal to provide any such financing notwithstanding such financing may complete after the second anniversary of the Closing Date.

14.2 For greater certainty, the right of first refusal set out in section 14.1 includes, but is not limited to:

- (a) the right of the Agent to act as the lead agent for such financing;
- (b) the right of the Agent to be part of a syndicate group with respect to such financing; and
- (c) the right of the Agent to participate in a portion of such financing to be mutually agreed upon by the Agent and the Issuer.

14.3 The Issuer will also notify the Agent in writing (the "Financial Advice Notice") if and when the Issuer requires or proposes to obtain financial advisory or sponsorship services of the type performed or normally performed by a broker or investment dealer, with respect to general corporate advisory matters or for any material corporate transaction such as an amalgamation, merger, takeover bid, joint venture, plan of arrangement or reorganization, or any other such transaction, during the term of this Agreement and until that day which is 24 months after the Closing Date, and the Agent will have the right of first refusal to exclusively provide such financial advisory services.

14.4 The rights of first refusal must be exercised by the Agent:

- (a) within seven business days (Saturdays, Sundays and statutory holidays excluded) following the receipt of the Financing Notice by notifying the Issuer that it will provide such financing on the terms set out in the Financing Notice; or
- (b) within seven business days (Saturdays, Sundays and statutory holidays excluded) following the receipt of the Financial Advice Notice by notifying the Issuer that it will provide financial advice on terms to be mutually agreed upon by the parties.

- 14.5 If the Agent fails to give the applicable notice with the time specified, the Issuer will then be free to make other arrangements to obtain financing or financial advisory services from another source on the same terms or on terms no less favourable to the Issuer than that specified in the Financing Notice or the Financial Advice Notice, as the case may be, subject to obtaining the acceptance of the Regulatory Authorities, so long as the arrangements with such other source are entered into and documented in writing within 30 days of the Agent's failure to exercise its right of first refusal.
- 14.6 The rights of first refusal will not terminate if, on receipt of any Financing Notice or Financial Advice Notice from the Issuer, the Agent fails to exercise the rights however if the Agent fails to exercise its rights with respect to a particular Financing Notice or Financial Advice Notice the Agent will have no further such rights with respect to the financial or financial advisory services for which such Financing Notice or Financial Advice Notice was given.

15. NOTICE

- 15.1 Any notice or other communication to be given hereunder shall be in writing and delivered or sent by facsimile as follows:

- (a) if to the Issuer, to:

Midnight Star Ventures Corp.
Suite 1085, 555 Burrard Street
Vancouver, BC V7X 1M8

Attention: Mr. David Ryan
Facsimile: (604) 685-9182

with a copy to:

Northwest Law Group
Suite 704, 595 Howe Street
Vancouver, BC V6C 2T5

Attention: Mr. Brian S. R. O'Neill
Facsimile: (604) 687-6650

- (b) if to the Agent, to:

Wolverton Securities Ltd.
17th Floor, 777 Dunsmuir Street
Vancouver, B.C. V7Y 1J5

Attention: Ms. Rose Zanic, Senior Vice President, Corporate Finance
Fax Number: (604) 605-6301

with a copy to:

Getz Prince Wells LLP
1810-1111 West Georgia St.
Vancouver, B.C. V6E 4M3

Attention: Ms. Zahra Ramji
Fax Number: (604) 685-9798

- 15.2 Any such notice or other communication shall be deemed to have been given and received on the day after being sent by facsimile or upon delivery if delivered, or, if such day is not a business day in the location where it is sent by facsimile or delivered, on the next following business day.

16. TIME

- 16.1 Time shall be of the essence herein.

17. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

- 17.1 The representations, warranties, covenants and indemnities set out in this Agreement will survive the closing of the Offering.

18. LANGUAGE

- 18.1 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.

19. ENTIRE AGREEMENT

- 19.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes any prior agreements with respect thereto between the Issuer and the Agent, including, without limitation, the letter of engagement between the Issuer and the Agent dated November 7, 2014.

20. ENUREMENT

- 20.1 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

21. HEADINGS

- 21.1 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement

22. GOVERNING LAW

22.1 This Agreement is subject to and shall be governed by the laws of the Province of British Columbia and the parties hereto irrevocably submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

23. COMMUNICATION WITH PUBLIC

23.1 All press releases and publicly available filings in respect of this Agreement or any other related instrument or with respect to the relationship between the Issuer and the Agent made by the Issuer will be approved by the Agent, acting reasonably.

24. COUNTERPARTS

24.1 This Agreement may be executed in as many counterparts as may be necessary and by facsimile, each of such counterparts so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the date as of the day and year first above written.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement.

MIDNIGHT STAR VENTURES CORP.

By: *“David K. Ryan” (signed)*

Authorized Signatory

WOLVERTON SECURITIES LTD.

By: *“Colman Wong” (signed)*

Authorized Signatory

SCHEDULE 9.1(G)

MATERIAL CONTRACTS

1. The Earn-In Agreement
2. \$20,000 Promissory Note in favour of John Chow