AMALGAMATION AGREEMENT

BETWEEN

NEXGEN ENERGY LTD.

and

CLERMONT CAPITAL INC.

and

0957633 B.C. LTD.

MADE AS OF DECEMBER 31, 2012

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AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of December 31, 2012,

BETWEEN:

NEXGEN ENERGY LTD., a company incorporated under the laws of the Province of British Columbia

("**NexGen**")

AND:

CLERMONT CAPITAL INC., a company incorporated under the laws of the Province of British Columbia

("**Clermont**")

AND:

0957633 B.C. Ltd., a company incorporated under the laws of the Province of British Colombia

("**Clermont Subco**", and together with NexGen and Clermont, the "**Parties**" and each a "**Party**")

WHEREAS:

A. Clermont is listed on the TSX Venture Exchange as a "Capital Pool Company" (as defined in the policies of the TSX Venture Exchange).

B. Clermont Subco is a newly incorporated, wholly-owned subsidiary of Clermont.

C. It is intended that NexGen and Clermont Subco will amalgamate under the provisions of the *Business Corporations Act* (British Columbia) and the terms and conditions of this Agreement to form one corporation (the "**Amalgamation**").

D. The Amalgamation is intended to serve as Clermont's "Qualifying Transaction" (as defined in the policies of the TSX Venture Exchange).

E. Upon the Amalgamation taking effect, NexGen Securityholders (as defined herein) will receive securities of Clermont in the proportion and to the extent set out herein.

F. The parties have entered into this Agreement to provide for the matters referred to above and other matters related thereto.

NOW THEREFORE, in consideration of the premises and the respective covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

In this Agreement, including the Schedules hereto, unless there is something in the subject matter or context inconsistent therewith, the following terms will have the following meanings, and grammatical variations of those terms will have corresponding meanings:

(a) "**Acquisition Proposal**" means, with respect to any Party (other than Clermont Subco), other than the transactions contemplated by this Agreement, any offer, proposal, expression of interest or inquiry to that Party or its shareholders from any Person or group of Persons "acting jointly or in concert" (within the meaning of Securities Law) relating to (whether in one transaction or a series of transactions): (a) any direct or indirect sale, issuance or acquisition of 20% or more of the voting or equity securities of the Party (or securities convertible into or exercisable for such shares or interests); (b) any acquisition, sale, transfer, partnership, joint venture, earn-in right or option of assets (or other arrangement having an economic effect similar to a purchase or sale of assets) constituting, individually or in the aggregate, 20% or more of the fair market value of the consolidated assets of the Party; (c) an amalgamation, arrangement, merger, consolidation, business combination, recapitalization, liquidation, dissolution, reorganization or similar transaction involving the Party; (d) any take-over bid, issuer bid or exchange offer involving the Party; or (e) any other transaction, the consummation of which would or could reasonably be expected to impede, interfere with, prevent or delay the transactions contemplated by this Agreement or which would or could reasonably be expected to materially reduce the benefits to the other Party under this Agreement or the Amalgamation; except that for the purpose of the definition of "**Superior Proposal**", the references in this definition of "**Acquisition Proposal**" to "20% or more of the voting or equity securities" shall be deemed to be reference to "50% or more of the voting or equity securities" and references to "20% or more of the fair market value of the consolidated assets" shall be deemed to be references to "all or substantially all of the fair market value of the consolidated assets";

(b) "**Affiliate**" has the meaning attributed to that term in Section 1.3 of the Canadian Securities Administrators' National Instrument 45-106 *Prospectus and Registration Exemptions*;

(c) "**Agency Agreement**" means the Agency Agreement entered into between Nexgen, Clermont and Macquarie Capital Markets Canada Ltd.;

(d) "**Agreement**", "**hereof**", "**herein**", "**hereunder**" and similar expressions mean this agreement, including the recitals and Schedules hereto and includes any amendment or agreement or instrument supplementary or ancillary hereto;

(e) "**Amalco**" means the corporation to be formed by the amalgamation of NexGen and Clermont Subco as contemplated by this Agreement;

(f) "**Amalco Shares**" means the common shares without par value of Amalco;

(g) "**Amalgamation**" means the amalgamation of Clermont Subco and NexGen under Section 270 of the BCBCA, and the related transactions and corporate procedures

contemplated in this Agreement, all on the terms and conditions set forth in this Agreement;

(h) "**Ancillary Agreements**" means, collectively, the Support Agreements, the NexGen Disclosure Letter, the Clermont Disclosure Letter and all other agreements, certificates and instruments delivered or given pursuant to this Agreement;

(i) "**Articles of Amalco**" means the articles of amalgamation, as attached hereto as Schedule "F";

(j) "**Amalgamation Application**" means the notice of articles and amalgamation application to be prepared by Clermont, with the cooperation, consultation and prior approval of NexGen, acting reasonably, as attached hereto as Schedule "E", in respect of the Amalgamation;

(k) "**Authorization**" means any authorization, order, permit, approval, grant, licence, registration, consent, right, notification, condition, franchise, privilege, certificate, judgment, writ, injunction, award, determination, direction, decision, decree, bylaw, rule or regulation, whether or not having the force of Law;

(l) "**BCBCA**" means the *Business Corporations Act* (British Columbia), including the regulations made thereunder, in each case as now in effect and as may be amended or replaced from time to time prior to the Effective Date;

(m) "**Board Composition Resolution**" means the ordinary resolution of Clermont Shareholders: (i) increasing the size of the Clermont Board from four directors to seven directors effective immediately prior to the Effective Time; and (ii) appointing Gordon Bogden, Chris McFadden and Leigh Curyer to the Clermont Board immediately prior to the Effective Time;

(n) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in Vancouver, British Columbia;

(o) "**Canadian GAAP**" means Canadian generally accepted accounting principles from time to time that meet the standards established by the Canadian Institute of Chartered Accountants;

(p) "**Certificate of Amalgamation**" means the certificate of amalgamation to be issued to by the Registrar pursuant to Section 281 of the BCBCA, giving effect to the Amalgamation;

(q) "**Clermont Board**" means the board of directors of Clermont as the same may be constituted from time to time;

(r) "**Clermont Board Approval**" has the meaning ascribed thereto in Subsection 2.3;

(s) "**Clermont Change in Recommendation**" has the meaning ascribed thereto in Subsection 7.2(a)(iii);

(t) "**Clermont Disclosure Documents**" means all disclosure documents of Clermont filed with Canadian securities regulatory authorities;

(u) "**Clermont Disclosure Letter**" means the letter dated as of the date hereof delivered by Clermont to NexGen;

(v) "**Clermont Financial Statements**" means the unaudited condensed interim financial statements of Clermont for the nine-month period ended October 31, 2012 and the audited financial statements of Clermont for the period from incorporation to January 31, 2012, forming part of the Clermont Disclosure Documents;

(w) "**Clermont Meeting**" means the special meeting of Clermont Shareholders, including any adjournment or postponement thereof, to be held for the purpose of approving the Clermont Shareholder Resolutions;

(x) "**Clermont Meeting Materials**" means the notice of the Clermont Meeting to be sent to Clermont Shareholders and the information circular to be prepared in connection with the Clermont Meeting, together with any amendments thereto or supplements thereof, and any other registration statement, information circular or proxy statement which may be prepared in connection with the Clermont Meeting;

(y) "**Clermont Shareholder Resolutions**" means, collectively, the Consolidation Resolution, Name Change Resolution and Board Composition Resolution;

(z) "**Clermont Shareholder**" means a holder of Clermont Shares;

(aa) "**Clermont Shares**" means common shares in the capital of Clermont as constituted on the date hereof and if the context requires, such shares after giving effect to the Share Consolidation;

(bb) "**Clermont Stock Option Plan**" means the stock option plan of Clermont dated June 22, 2011;

(cc) "**Clermont Options**" means all stock options exercisable to acquire Clermont Shares outstanding immediately prior to the Effective Date;

(dd) "**Clermont Parties**" means, collectively and taken as a whole, Clermont and Clermont Subco and "**Clermont Party**" means either of them;

(ee) "**Clermont Subco Shares**" means the common shares in the capital of Clermont Subco;

(ff) "**Code**" means the United States Internal Revenue Code of 1986, as amended;

(gg) "**Consolidation Resolution**" means the special resolution of Clermont Shareholders authorizing the Clermont Board to consolidate the share capital of Clermont on a 2.35:1 basis;

(hh) "**Contract**" means any contract, agreement, license, franchise, lease, arrangement, commitment, understanding or other right or obligation to which NexGen or Clermont, as applicable, is a party or by which NexGen or Clermont, as applicable, is bound or affected or to which any of their respective properties or assets is subject;

(ii) "**Dissenting Shareholder**" means a registered NexGen Shareholder who validly exercises and does not withdraw the rights of dissent provided under the BCBCA in connection with the NexGen Shareholders' Resolution;

(jj) "**Effective Date**" means the date of the Amalgamation as set forth in the Certificate of Amalgamation;

(kk) "**Effective Time**" means 12:01 am (Vancouver time) on the Effective Date;

(ll) "**Encumbrance**" includes any mortgage, pledge, assignment, charge, lien, hypothec, security interest, adverse interest in property, other third party interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by Law, contract or otherwise) capable of becoming any of the foregoing;

(mm) "**Escrow Release Conditions**" has the meaning ascribed thereto in the Subscription Receipt Agreement;

(nn) "**Escrow Release Date**" has the meaning ascribed thereto in the Subscription Receipt Agreement;

(oo) "**Escrow Release Notice**" has the meaning ascribed thereto in the Subscription Receipt Agreement;

(pp) "**First Nation**" means a First Nation, tribal council or aboriginal group;

(qq) "**Flow-Through Shares**" means common shares of NexGen that qualify as "flow-through shares" for the purposes of the Tax Act;

(rr) "**Governmental Entity**" means any (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (ii) subdivision, agent, commission, board, or authority of any of the foregoing, or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, including the TSXV;

(ss) "**IFRS**" means the International Financial Reporting Standards;

(tt) "**Law**" means all laws, by-laws, statutes, regulations, principles of law, statutory rules, policies, orders, ordinances, protocols, codes, guidelines, directions, judgments and terms and conditions of any grant of approval, permission, authority or license of any court or Governmental Entity, and the term "**applicable**" with respect to such Law and in the context that refers to one or more Persons, means that such Law applies to such Person or Persons or its or their business, undertaking, property or securities and emanates from a Governmental Entity having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

(uu) "**Letter of Transmittal**" means the letter of transmittal to be forwarded by NexGen to the NexGen Shareholders with the NexGen Meeting Materials;

(vv) "**Letter Agreement**" means the letter of intent between Clermont and NexGen dated November 21, 2012 with respect to the proposed business combination between Clermont and NexGen;

(ww) "**Locked-up Shareholders**" means, collectively, Clermont Shareholders whose aggregate Clermont Shareholdings are equal to at least 67% of the issued and outstanding Clermont Shares immediately prior to the Clermont Meeting;

(xx) "**Material Adverse Change**" or "**Material Adverse Effect**", when used in connection with a Party, means any matter or action that has a change or effect, respectively, that:

(i) either individually or in aggregate, is, or would reasonably be expected to be, material and adverse to the business, condition (financial or otherwise) operations, assets, liabilities (whether absolute, accrued, conditional, contingent or otherwise), or capitalization of such Party taken as a whole, other than any matter, action, change or effect:

(A) relating to the announcement of the Amalgamation, this Agreement or any of the transactions contemplated hereby;

(B) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement;

(C) relating to any change in applicable accounting standards or any change in an applicable Law or any proposed change to an applicable Law;

(D) relating to any change in global or national political, financial or economic, conditions or in global or national currency exchange, commodity or capital markets;

(E) affecting the resource industry in general including changes in commodity prices;

(F) relating to any effect resulting from any act of terrorism or any outbreak of hostilities or war (or any escalation or worsening thereof) or any natural disaster;

(G) with respect to any action taken by a Clermont Party, on the one hand, and NexGen on the other, which is required pursuant to this Agreement or any action taken (or omitted to be taken) by such Party at the written request of the other Party or with the consent of the other Party;

provided, however, that the change or effect referred to in clauses (C), (D), (E) or (F) above does not primarily relate to (or have the effect of primarily relating to) a Party or materially disproportionately adversely affect a Party compared to other companies of similar size operating in the same industry in which the Party operates; or

(ii) either individually or in the aggregate prevents, or would reasonably be expected to prevent, the Party from performing a material obligation to be performed by it under this Agreement in any material respect.

(yy) "**Material Contract**" means an agreement to which a Party is a party: (i) that has a term, the balance of which is equal to or in excess of one year and involves expenditures by or payments to that Party from and after the date of this Agreement aggregating in excess of $25,000 in any year; (ii) whose termination (other than termination by passage of time) could individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on the Party; (iii) expressly limiting or restricting the ability of the Party to compete in, solicit in respect of, or otherwise to conduct, their respective businesses or operations; (iv) that contains any severance, change of control or termination pay or post-employment liabilities or obligations; (v) relating to material indebtedness, to the direct or indirect guarantee or assumption by the Party (contingent or otherwise) of any material payment or material performance obligations of any other Person; (vi) that is a financial risk management contract, such as a currency, commodity or interest related hedge contract; (vii) that is a securityholder agreement, declaration, voting trust or pooling agreement; (viii) relating to the disposition or acquisition by the Party after the date of this Agreement of a material amount of assets; (ix) pursuant to which the Party has any material ownership interest in any other Person or other business enterprise; (x) relating to the acquisition or sale by the Party of any operating business or the capital stock or other ownership interest of any other Person and under which the Party has any material continuing liability or obligation; (xi) relating to any indemnification obligation of the Party not entered into in the ordinary course of business; (xii) which is required to be filed on SEDAR pursuant to Securities Law; or (xii) that is a joint venture, partnership agreement or any other Contract that is outside the ordinary course of business or not consistent with past practice and is material to the business of the Party;

(zz) "**Meeting Materials**" means (as the context requires) the NexGen Meeting Materials and/or the Clermont Meeting Materials;

(aaa) "**Mega**" means Mega Uranium Ltd. and any successor thereto;

(bbb) "**Mega Agreements**" means, collectively, the asset purchase agreement between NexGen and Mega dated November 14, 2012 in respect of the acquisition by NexGen of the Mega Assets and all agreements contemplated thereby;

(ccc) "**Mega Assets**" means the assets purchased by NexGen pursuant to the Mega Agreements, consisting primarily of certain uranium exploration assets located in the Athabasca Basin, Saskatchewan and Thelon Basin, Nunavut;

(ddd) "**Mega Property Acquisition**" means the purchase by NexGen of the Mega Assets pursuant to the Mega Agreements;

(eee) "**Name Change Resolution**" means the special resolution of Clermont Shareholders changing the name of Clermont to "NexGen Energy Ltd." or such name as is otherwise acceptable to NexGen and Clermont and the Registrar;

(fff) "**NexGen Board**" means the board of directors of NexGen as the same may be constituted from time to time;

(ggg) "**NexGen Board Approval**" has the meaning ascribed thereto in Section 2.2;

(hhh) "**NexGen Brokered Placement**" means the brokered private placement of 2,000,000 Subscription Receipts and/or 1,325,000 Flow-Through Shares at a price of $0.40 per such Subscription Receipt or Flow-Through Share for gross aggregate proceeds to NexGen of $1,330,000 conducted by NexGen pursuant to the Agency Agreement;

(iii) "**NexGen Change in Recommendation**" has the meaning ascribed thereto in Subsection 7.2(a)(iv);

(jjj) "**NexGen Disclosure Letter**" means the letter dated as of the date hereof delivered by NexGen to Clermont;

(kkk) "**NexGen Financial Statements**" means the audited financial statements of NexGen for the period from incorporation to September 30, 2012;

(lll) "**NexGen Meeting**" means the special meeting of NexGen Shareholders, including any adjournment or postponement thereof, to be held for the purpose of approving the Amalgamation and related matters;

(mmm) "**NexGen Meeting Materials**" means the notice of the NexGen Meeting to be sent to NexGen Shareholders and the information circular or other disclosure document to be prepared in connection with the NexGen Meeting together with any amendments thereto or supplements thereof, and any other registration statement, information circular or proxy statement which may be prepared in connection with the NexGen Meeting;

(nnn) "**NexGen Option**" means an option to purchase a NexGen Share;

(ooo) "**NexGen Shareholders' Resolution**" means the special resolution of the NexGen Shareholders to approve the Amalgamation to be considered at the NexGen Meeting;

(ppp) "**NexGen Shareholder**" means a holder of NexGen Shares;

(qqq) "**NexGen Shares**" means common shares in the capital of NexGen;

(rrr) "**NexGen Securityholder**" means a holder of a NexGen Share, NexGen Warrant and/or NexGen Option;

(sss) "**NexGen Subscription Receipts**" means the subscription receipts issued by NexGen pursuant to the NexGen Brokered Placement and the Subscription Receipt Agreement, each of which entitles its holder to acquire, for no additional consideration, upon the satisfaction of the Escrow Release Conditions in accordance with the Subscription Receipt Agreement, one unit of NexGen, with each unit being comprised of one Underlying Share and one half of one Underlying Warrant;

(ttt) "**NexGen Warrants**" means warrants to purchase NexGen Shares;

(uuu) "**Non-Target Company**" has the meaning ascribed thereto in Subsection 5.1(e);

(vvv) "**Parties**" means NexGen, Clermont Subco and Clermont, and "**Party**" means any one of them;

(www) "**Person**" includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Entity, First Nation, syndicate or other entity, whether or not having legal status;

(xxx) "**Proposed Agreement**" has the meaning ascribed thereto in Subsection 5.1(e);

(yyy) "**Radio Option Agreement**" means the option agreement dated December 5, 2011 (as amended) between NexGen and each of Michael Leaderhouse, Timothy Young and Matthew Mason, as optionors, pursuant to which NexGen acquired an option to acquire up to a 100% interest in the radio property in Saskatchewan for a combination of cash and NexGen Shares;

(zzz) "**Radio Property**" means the radio property subject to the Radio Option Agreement;

(aaaa) "**Registrar**" means the Registrar of Companies appointed in accordance with and pursuant to Section 400 of the BCBCA;

(bbbb) "**Regulatory Approvals**" means those sanctions, rulings, consents, orders, exemptions, permits and other approvals (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a prescribed time lapses following the giving of notice without an objection being made) of Governmental Entities required in connection with the execution, delivery or performance of this Agreement or the consummation of the Amalgamation or any of the transactions otherwise contemplated hereby, all of which are as set out in Schedule "B" hereto;

(cccc) "**Remedial Action**" means any investigation, feasibility study, monitoring, testing, sampling, removal (including removal of underground storage tanks), restoration, clean-up, remediation, closure, site restoration, remedial response or remedial work;

(dddd) "**Replacement Options**" means the options to purchase Clermont Shares to be issued by Clermont in exchange for outstanding NexGen Options upon completion of the Amalgamation in accordance with this Agreement;

(eeee) "**Replacement Warrants**" means the warrants to purchase Clermont Shares to be issued by Clermont in exchange for outstanding NexGen Warrants (including, for certainty, the Underlying Warrants) upon the completion of the Amalgamation in accordance with this Agreement;

(ffff) "**Representative**" means, in the case of any Party, any director, officer, employee, agent, advisor or consultant of such Party or any of such Party's Affiliates;

(gggg) "**Securities Act**" means the *Securities Act* (British Columbia), as now in effect and as it may be amended from time to time prior to the Effective Date;

(hhhh) "**Securities Authorities**" means the British Columbia Securities Commission and the applicable securities regulatory authorities in each of the other provinces and territories of Canada, collectively;

(iiii) "**Securities Laws**" means the Securities Act and the equivalent Laws in the other provinces of Canada, and the published policies, instruments, rules, judgments, orders and decisions of any Securities Authorities or Governmental Entities administering those statutes, as well as the rules, regulations, by-laws and policies of the TSXV;

(jjjj) "**Share Consolidation**" means the consolidation of the Clermont Shares on a 2.35:1 basis;

(kkkk) "**Subscription Receipt Agreement**" means the Subscription Receipt Agreement between NexGen, Macquire Capital Markets Canada Ltd. and Computershare Trust Company of Canada, as subscription receipt agent, as the same maybe modified or amended from time to time;

(llll) "**Superior Proposal**" means an unsolicited *bona fide* written Acquisition Proposal: (i) that is reasonably capable of being completed on its terms without undue delay, taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal; (ii) is not subject to any financing condition beyond what would be permitted by Section 2.27 of Multi-Lateral Instrument 62-104 in respect of a formal take-over bid (whether or not such transaction is a formal take-over bid); (iii) which is not subject to a due diligence or access condition beyond the fifth Business Day after which the Person making the Acquisition Proposal is first afforded access to the books, records and personnel of the Party in respect of which the Acquisition Proposal is being made; (iv) that did not result from a breach of this Agreement by the Party in respect of which the Acquisition Proposal is being made; (v) in relation to an Acquisition Proposal to purchase or acquire NexGen Shares or Clermont Shares, is made for all outstanding NexGen Shares or Clermont Shares, respectively, and is available to all NexGen Shareholders or Clermont Shareholders, respectively, on the same terms and conditions; and (vii) in respect of which the Party's board of directors (and, in the case of Clermont Subco, the board of directors of Clermont) determines in good faith (after receipt of advice from its outside legal counsel with respect to (x) below and financial advisors with respect to (y) below) that (x) failure to recommend such Acquisition Proposal to its shareholders would be inconsistent with its fiduciary duties and (y) which would, taking into account all of the terms and conditions of such Acquisition Proposal, if consummated in accordance with its terms (but not assuming away any risk of non-completion), result in a transaction more favourable to its shareholders from a financial point of view than the Amalgamation (including any adjustment to the terms and conditions of the Amalgamation proposed by the other Party pursuant to Subsection 5.1(f);

(mmmm) "**Support Agreements**" means the support agreements between NexGen and the Locked-up Shareholders setting forth the terms and conditions upon which the Locked-Up Shareholders have agreed, among other things, to vote their Clermont Shares in favour of the Clermont Shareholder Resolutions;

(nnnn) "**Target Company**" has the meaning ascribed thereto in Subsection 5.1(e);

(oooo) "**Tax**" or "**Taxes**" means, with respect to any Person, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings, profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, royalties, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, social service taxes, license taxes,

withholding taxes, payroll taxes, health taxes, employer health taxes, employment taxes, Canada or Quebec Pension Plan premiums, excise taxes, social security premiums, workers' compensation premiums, employment or unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes, fees, imports, assessments or charges of any kind whatsoever, together with any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on that Person, and any interest, penalties, additional taxes and additions to tax imposed with respect to the foregoing;

(pppp) "**Tax Act**" means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, and the regulations thereunder, as amended or replaced from time to time prior to the Effective Date;

(qqqq) "**Tax Returns**" means all return, declarations, reports, information returns and statements required to be filed with any taxing authority relating to Taxes;

(rrrr) "**Termination Date**" means 120 calendar days from the date of this Agreement, or such later date as may be agreed to in writing by the Parties;

(ssss) "**Transaction Personal Information**" has the meaning ascribed thereto in Section 5.3; and

(tttt) "**TSXV**" means the TSX Venture Exchange;

(uuuu) "**Underlying Shares**" means the NexGen Shares to be issued upon the conversion of the NexGen Subscription Receipts in accordance with the Subscription Receipt Agreement;

(vvvv) "**Underlying Warrants**" means each whole NexGen Warrant to be issued upon the conversion of the NexGen Subscription Receipts in accordance with the Subscription Receipt Agreement, each of which will entitle the holder to acquire one NexGen Share at a price of $0.60 per NexGen Share for a period of 24 months from the Escrow Release Date;

(wwww) "**Unit**" means, collectively, one NexGen Share and one-half of one NexGen Warrant; and

(xxxx) "**U.S. Securities Act**" means the United States Securities Act of 1933, as amended.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into Articles, Sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation hereof. Unless otherwise indicated, all references to an "**Article**", "**Section**" or "**Subsection**" followed by a number and/or a letter refer to the specified Article or Section of this Agreement. The terms "**this Agreement**", "**hereof**", "**herein**" and "**hereunder**" and similar expressions refer to this Agreement (including the Schedules hereto) and not to any particular Article, Section or other portion hereof and include any agreement or instrument supplementary or ancillary hereto. The word "**including**", when following a general statement or term, is not to be construed as limiting the general statement or term to any specific item or matter set forth or to similar items or matters, but rather as permitting the general

statement or term to refer also to all other items or matters that could reasonably fall within its broadest possible scope. The word "or" is not exclusive.

1.3 Number and Gender

In this Agreement, unless the context otherwise requires, words used herein importing the singular include the plural and vice versa and words importing gender include all genders.

1.4 Date of Any Action

In the event that any date on which any action is required to be taken hereunder by any of the Parties hereto is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.5 Currency

Unless otherwise stated, all currency amounts in this Agreement are expressed in lawful money of Canada.

1.6 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of a Party, it refers to the actual knowledge of the senior officers of the Party after due inquiry.

1.7 Statutory References

Any reference in this Agreement to a statute includes all rules and regulations made thereunder, all amendments to that statute or the rules and regulations made thereunder in force from time to time, and any statute or rule or regulation that supplements or supersedes that statute or the rules or regulations made thereunder.

1.8 Entire Agreement

This Agreement and the Ancillary Agreements constitute the entire agreement between the Parties hereto pertaining to the terms of the Amalgamation and ancillary arrangements and supersede all other prior agreements, understandings, negotiations and discussions, whether oral or written, between the Parties hereto with respect to the terms of the Amalgamation and such arrangements.

1.9 Deemed Actions

Where this Agreement contemplates a notice, consent or authorization being given or received by Clermont Subco, such notice, consent or authorization shall be deemed to have been given or received (as the case may be) by Clermont Subco if the same notice, consent or authorization is given or received (as the case may be) by Clermont, whether on its own behalf or on behalf of Clermont Subco.

1.10 Accounting Matters

Unless otherwise stated, all accounting terms used in this Agreement shall have the meanings attributable thereto under IFRS and all determinations of an accounting nature required to be made hereunder in respect of any Party shall be made in a manner consistent with IFRS as historically applied by such Party.

1.11 Schedules

The following are the Schedules to this Agreement, which form an integral part hereof:

Schedule "A"	Clermont Shareholder Resolutions
Schedule "B"	Regulatory Approvals
Schedule "C"	Representations and Warranties of NexGen
Schedule "D"	Representations and Warranties of Clermont
Schedule "E"	Amalgamation Application
Schedule "F"	Articles of Amalco

ARTICLE 2
THE AMALGAMATION

2.1 The Amalgamation

NexGen, Clermont Subco and Clermont agree that NexGen and Clermont Subco shall amalgamate pursuant to the provisions of Section 270 of the BCBCA as of the Effective Date and continue as one corporation on the terms and conditions contained in this Agreement.

2.2 NexGen Approval

NexGen represents and warrants to Clermont that the NexGen Board has unanimously:

(a) approved the Amalgamation and entry into this Agreement;

(b) determined that the Amalgamation and entry into this Agreement are in the best interests of NexGen and the NexGen Shareholders; and

(c) resolved to recommend that NexGen Shareholders vote in favour of the NexGen Shareholders' Resolution

(collectively, the "**NexGen Board Approval**").

2.3 Clermont Approval

Clermont represents and warrants to NexGen that the Clermont Board:

(a) has unanimously approved the Amalgamation and entry into this Agreement;

(b) has unanimously determined that the Amalgamation and entry into this Agreement are in the best interests of Clermont and the Clermont Shareholders; and

(c) has unanimously resolved to recommend that the Clermont Shareholders vote in favour of the Clermont Shareholder Resolutions.

(collectively, the "**Clermont Board Approval**").

2.4 Name

The name of Amalco shall be "NexGen Uranium Ltd", or such other name as is acceptable to the Registrar, NexGen and Clermont.

2.5 Business

There shall be no restrictions on the business that Amalco is authorized to carry on or the powers Amalco may exercise.

2.6 Registered Office

The registered office of Amalco shall be located at Suite 2200, 885 West Georgia Street, Vancouver, BC V6C 3E8.

2.7 Authorized Capital

The authorized share capital of Amalco shall consist of an unlimited number of common shares without nominal or par value and shall have attached to them the special rights and restrictions set out in the Articles of Amalgamation.

2.8 Directors

The board and number of directors of Amalco shall, until changed in accordance with the BCBCA, shall consist of three directors.

2.9 Initial Directors

The full names and prescribed addresses of the first directors of Amalco shall be as follows:

Name	**Prescribed Address**
Gordon Bogden	Suite 1600 – 925 West Georgia Street Vancouver, British Columbia V6C 3L2
Leigh Curyer	Suite 1600 – 925 West Georgia Street Vancouver, British Columbia V6C
Chris McFadden	Suite 1600 – 925 West Georgia Street Vancouver, British Columbia V6C 3L2

2.10 Initial Officers

The first officers of Amalco, until changed or added to by the Board of Directors of Amalco shall be as follows:

Name and Office	**Prescribed Address**
Gordon Bogden/ Chairman	Suite 1600 – 925 West Georgia Street Vancouver, British Columbia V6C 3L2
Leigh Curyer/ CEO	Suite 1600 – 925 West Georgia Street Vancouver, British Columbia V6C 3L2
Kelly Stark-Anderson/ Corporate Secretary	Suite 1600 – 925 West Georgia Street Vancouver, British Columbia V6C 3L2

2.11 Articles of Amalco

The Articles of Amalco shall be the articles attached at Schedule "F" hereto, executed by one of the first directors of Amalco referred to in paragraph 2.9 above.

2.12 Stated Capital

Upon completion of the Amalgamation, the capital of the common shares of Amalco shall be equal to the aggregate of the capital of each of the NexGen Shares and the Clermont Subco Shares on the Effective Date.

2.13 Fiscal Year

The fiscal year end of Amalco shall be December 31 of each calendar year.

2.14 Exchange of Securities at the Effective Time

(a) Any shares of either of the amalgamating parties held by on or behalf of the other amalgamating party will, at the Effective Time, be cancelled without any repayment of capital in respect thereof;

(b) Upon the terms and conditions set forth in this Agreement other than outstanding shares of each of the parties, if any, to be cancelled pursuant to section 2.14(a), at the Effective Time;

(i) each issued and outstanding Clermont Subco Share shall be exchanged for one Amalco Share;

(ii) subject to subsection 2.14(b)(iii), each issued and outstanding NexGen Share, other than a NexGen Share held by a Dissenting Shareholder but including, for greater certainty, the Underlying Shares and the NexGen Shares issued pursuant to the Mega Agreement and the Radio Option Agreement, shall be cancelled and its holder shall receive in exchange therefor one Clermont Share;

(iii) no fractional Clermont Shares will be issued. In the event that a NexGen Shareholder would otherwise be entitled to a fractional Clermont Share hereunder, the number of Clermont Shares issued to such NexGen Shareholder shall be rounded up to the next greater whole number of Clermont Shares if the fractional entitlement is equal to or greater than 0.5 and shall, without any additional compensation, be rounded down to the next lesser whole number of Clermont Shares if the fractional entitlement is less than 0.5. In calculating such fractional interests, all NexGen Shares registered in the name of or beneficially held by such NexGen Shareholder or their nominee shall be aggregated; and

(iv) as consideration for the issuance of Clermont Shares in connection with the Amalgamation, Amalco shall issue to Clermont one Amalco Share for each Clermont Shares so issued; and

(v) Amalco shall be a wholly-owned subsidiary of Clermont.

2.15 Outstanding Options and Warrants

At the Effective Time:

(a) each NexGen Warrant (including, for greater certainty, the Underlying Warrants) which is outstanding prior to the Effective Time shall be cancelled and its holder shall receive in exchange therefor a Replacement Warrant. Each Replacement Warrant shall entitle the holder to purchase one Clermont Share and shall have an exercise price of $0.60 per Clermont Share. It is agreed that all terms and conditions of a Replacement Warrant, including the term to expiry, conditions to and manner of exercising, will be the same as the NexGen Warrant for which it was exchanged, and shall be governed by the terms of a replacement certificate or agreement evidencing such Replacement Warrant and any previously issued certificate or agreement evidencing a NexGen Warrant shall be of no further force or effect;

(b) each NexGen Option which is outstanding prior to the Effective Time shall be cancelled and its place and its holder shall receive in exchange therefor a Replacement Option to purchase from Clermont one Clermont Share, on the same terms and conditions as the cancelled NexGen Options, including exercise price, term to expiry, vesting conditions and manner of exercising; and

(c) each Clermont Option which is outstanding prior to the Effective Time shall continue in effect unamended, except to the extent their terms may be adjusted (in accordance with the terms of such Clermont Options) to reflect the Share Consolidation.

2.16 Dissenting Shareholders

NexGen Shares which are held by a Dissenting Shareholder shall not be exchanged for Clermont Shares pursuant to the Amalgamation. However, if a Dissenting Shareholder fails to perfect or effectively withdraws such Dissenting Shareholder's claim under Division 2 of Part 8 of the BCBCA or forfeits such Dissenting Shareholder's right to make a claim under Division 2 of Part 8 of the BCBCA or if his rights as a NexGen Shareholder are otherwise reinstated, such NexGen Shareholder's NexGen Shares shall thereupon be deemed to have been exchanged for Clermont Shares as of the Effective Date as prescribed herein. Registered NexGen Shareholders entitled to vote at the NexGen Meeting may exercise Dissent Rights with respect to their NexGen Shares in connection with the Amalgamation pursuant to and in the manner set forth in the BCBCA. NexGen shall give Clermont prompt notice of any written notice of a dissent, withdrawal of such notice, and any other instruments served pursuant to such Dissent Rights and received by NexGen and shall promptly provide Clermont with copies of such notices and written objections and all other correspondence related thereto.

2.17 Completion of the Amalgamation and Effective Date

Unless otherwise agreed to in writing by the Parties, no later than five Business Days after satisfaction or waiver of the conditions precedent in Article 6, NexGen and Clermont Subco shall jointly file, with the Registrar, the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Effective Time of the Effective Date.

2.18 Rights and Obligations of the Amalgamated Company

Upon the Amalgamation taking effect and thereafter, Amalco shall be seized of and shall hold and possess all the property, rights and interests, and shall be subject to all the debts, liabilities and obligations, of each of NexGen and Clermont Subco, including all deeds of trust and mortgages, debentures, guarantees and other securities heretofore issued by each of NexGen and Clermont Subco and the shareholders of each of NexGen and Clermont Subco shall be bound by the terms of this Agreement.

The rights of creditors against the property, rights and assets of NexGen and Clermont Subco and all liens upon their respective property, rights and assets, shall be unimpaired by the Amalgamation and all debts, contracts, liabilities, and duties of each of NexGen and Clermont Subco shall henceforth attach to Amalco and may be enforced against it.

2.19 Conduct of the NexGen Meeting

(a) Subject to the terms of this Agreement, NexGen agrees to convene and conduct the NexGen Meeting in accordance with its constating documents and applicable Law as soon as reasonably practicable following the date hereof, but in any event not later than March 5, 2012, and not to adjourn, postpone or cancel (or propose to adjourn, postpone or cancel) the NexGen Meeting without the prior consent of Clermont (such consent not to be unreasonably withheld, conditioned or delayed):

(i) except as required for quorum purposes (in which case the NexGen Meeting shall be adjourned and not postponed or cancelled) or by applicable Law or by NexGen's constating documents or by valid NexGen Shareholder action (which action is not solicited or proposed by NexGen);

(ii) except as permitted by this Agreement; or

(iii) except for an adjournment or postponement for the purpose of attempting to obtain the requisite approval of the NexGen Shareholders' Resolution.

(b) Subject to compliance with applicable Law, NexGen shall use its commercially reasonable efforts to solicit proxies in favour of the approval of the NexGen Shareholders' Resolution.

(c) NexGen shall give notice to Clermont of the NexGen Meeting and allow Clermont's Representatives and legal counsel to attend the NexGen Meeting.

(d) Clermont shall provide NexGen with such assistance as may be reasonably requested by NexGen for the purposes of holding the NexGen Meeting and receiving approval of the NexGen Shareholders' Resolution.

(e) NexGen shall advise Clermont as Clermont may reasonably request as to the aggregate tally of the proxies received by NexGen in respect of the NexGen Shareholders' Resolution.

2.20 Conduct of Clermont Meeting

(a) Subject to the terms of this Agreement, Clermont agrees to convene and conduct the Clermont Meeting in accordance with its constating documents and applicable Law as soon as reasonably practicable following the date hereof, but in any event not later than March 5, 2012, and not to adjourn, postpone or cancel (or propose to adjourn, postpone or cancel) the Clermont Meeting without the prior consent of NexGen (such consent not to be unreasonably withheld, conditioned or delayed):

(i) except as required for quorum purposes (in which case the Clermont Meeting shall be adjourned and not postponed or cancelled) or by applicable Law or by Clermont's constating documents or by valid Clermont Shareholder action (which action is not solicited or proposed by Clermont);

(ii) except as permitted by this Agreement; or

(iii) except for an adjournment for the purpose of attempting to obtain the requisite approval of the Clermont Shareholder Resolutions.

(b) Subject to compliance with all applicable Law, Clermont shall use its commercially reasonable efforts to solicit proxies in favour of the approval of the Clermont Shareholder Resolutions.

(c) Clermont shall give notice to NexGen of the Clermont Meeting and allow NexGen's Representatives and legal counsel to attend the Clermont Meeting.

(d) NexGen shall provide Clermont with such assistance as may be reasonably requested by Clermont for purposes of holding the Clermont Meeting and receiving approval of the Clermont Shareholder Resolutions.

(e) Clermont shall advise NexGen as NexGen may reasonably request, as to the aggregate tally of the proxies received by Clermont in respect of the Clermont Shareholder Resolutions.

2.21 Meeting Materials

(a) As soon as reasonably practicable, following the date hereof, NexGen and Clermont shall prepare and complete, in consultation with each other, the NexGen Meeting Materials and the Clermont Meeting Materials, respectively, together with any other documents required by applicable Law in connection with the NexGen Meeting and the Clermont Meeting, respectively.

(b) NexGen shall, by no later than February 5, 2012, cause the NexGen Meeting Materials and other documentation required in connection with the NexGen Meeting to be filed and to be sent to each NexGen Shareholder and other Persons as required by applicable Law, in each case so as to permit the NexGen Meeting to be held within the time required by Subsection 2.19(a).

(c) Clermont shall, by no later than February 5, 2012, cause the Clermont Meeting Materials and other documentation required in connection with the Clermont Meeting to be filed and to be sent to each Clermont Shareholder and other Persons as required by applicable Law, in each case so as to permit the Clermont Meeting to be held within the time required by Subsection 2.20(a).

(d) NexGen shall ensure that the NexGen Meeting Materials comply in all material respects with all applicable Law, and, without limiting the generality of the foregoing, that the NexGen Meeting Materials shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than in each case with respect to any information furnished by Clermont) and shall provide NexGen Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the NexGen Meeting and shall include the recommendation of the NexGen Board that NexGen Shareholders vote in favour of the NexGen Shareholders' Resolution.

(e) Clermont shall ensure that the Clermont Meeting Materials comply in all material respects with all applicable Law, and, without limiting the generality of the foregoing, that the Clermont Meeting Materials (including with respect to any information incorporated therein by reference) shall not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made (other than in each case with respect to any information furnished by NexGen) and shall provide Clermont Shareholders with information in sufficient detail to permit them to form a reasoned judgment concerning the matters to be placed before them at the Clermont Meeting and shall include the recommendation of the Clermont Board that Clermont Shareholders vote in favour of the Clermont Shareholder Resolutions.

(f) Each of Clermont and NexGen and their respective legal counsel shall be given a reasonable opportunity to review and comment on the Meeting Materials of the other and other documents related thereto before they become final, and reasonable consideration shall be given to any comments made by such Party and its legal counsel, provided that all information relating solely to a Party included in the Meeting Materials shall be in form and content satisfactory to such Party, acting reasonably.

(g) NexGen shall timely furnish to Clermont all such information concerning NexGen as may be reasonably required in the preparation of the Clermont Meeting Materials and other documents related thereto, and NexGen shall ensure that no such information contains any untrue statement of a material fact or omits to state a material fact required to be stated in order to make any information so furnished or any information concerning NexGen not misleading in light of the circumstances in which it is disclosed.

(h) Clermont shall timely furnish to NexGen all such information concerning Clermont as may be reasonably required in the preparation of the NexGen Meeting Materials and other documents related thereto, and Clermont shall ensure that no such information contains any untrue statement of a material fact or omits to state a material fact required to be stated in order to make any information so furnished or any information concerning Clermont not misleading in light of the circumstances in which it is disclosed.

(i) NexGen will indemnify and save harmless Clermont and its Representatives and legal counsel from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which Clermont or any of its Representatives or legal counsel may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any misrepresentation or alleged misrepresentation in any information included in the Clermont Meeting Materials that is provided by NexGen for the purpose of inclusion in the Clermont Meeting Materials; and

(ii) any order made, or any inquiry, investigation or proceeding pursuant to any Securities Law, or by any Governmental Entity, based on any misrepresentation or any alleged misrepresentation in any information provided by NexGen for the purpose of inclusion in the Clermont Meeting Materials.

(j) Clermont will indemnify and save harmless NexGen and its Representatives and legal counsel from and against any and all liabilities, claims, demands, losses, costs, damages

and expenses to which NexGen or any of its Representatives or legal counsel may be subject or may suffer, in any way caused by, or arising, directly or indirectly, from or in consequence of:

(i) any misrepresentation or alleged misrepresentation in any information included in the NexGen Meeting Materials that is provided by Clermont for the purpose of inclusion in the NexGen Meeting Materials; and

(ii) any order made, or any inquiry, investigation or proceeding pursuant to any Securities Law or by any Governmental Entity, based on any misrepresentation or any alleged misrepresentation in any information provided by Clermont for the purpose of inclusion in the NexGen Meeting Materials.

(k) Each Party shall promptly notify the other if, at any time before the earlier of the Effective Date and the termination of this Agreement in accordance with its terms, it becomes aware that the Meeting Materials contain an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to the Meeting Materials, and the Parties shall co-operate in the preparation of any amendment or supplement to the Meeting Materials, as required or appropriate, and:

(i) NexGen shall promptly mail or otherwise publicly disseminate any amendment or supplement to the NexGen Meeting Materials to the NexGen Shareholders and, if required by applicable Law, file the same as required under Securities Law and as otherwise required; and

(ii) Clermont shall promptly mail or otherwise publicly disseminate any amendment or supplement to the Clermont Meeting Materials to the Clermont Shareholders and, if required by applicable Law, file the same as required under Securities Law and as otherwise required.

2.22 Announcement and Shareholder Communications

Clermont and NexGen agree to cooperate in the preparation of presentations, if any, to the NexGen Shareholders or the Clermont Shareholders regarding the transactions contemplated by this Agreement, and no Party shall: (a) issue any press release or otherwise make public announcements with respect to this Agreement, the Amalgamation or the transactions contemplated hereby without the consent of the other Party (which consent shall not be unreasonably withheld, conditioned or delayed); or (b) make any filing with any Governmental Entity with respect thereto without prior consultation with the other Party; provided, however, that the foregoing shall be subject to each Party's overriding obligation to make any disclosure or filing required under applicable Law or requirement of any Governmental Entity having jurisdiction provided that the Party making such disclosure shall use all commercially reasonable efforts to give prior oral or written notice to the other Party and reasonable opportunity to review or comment on the disclosure or filing, and if such prior notice is not possible, to give such notice immediately following the making of such disclosure or filing. To the extent possible, each Party shall provide prior notice to the other Party of any material public disclosure that it proposes to make regarding its business or operations during the term of this Agreement, together with a draft copy of such disclosure. Such other Party and its legal counsel shall be given a reasonable opportunity to review and comment on such information prior to such information being disseminated publicly or filed with any Governmental Entity, and reasonable consideration shall be given to any comments made by such other Party and its legal counsel.

2.23 Tax Withholdings

Clermont and Amalco shall be entitled to deduct and withhold from any consideration otherwise payable to any non-resident holder ("**Holder**") of NexGen Shares who has exercised Dissent Rights such amounts as Clermont or Amalco is required to deduct and withhold with respect to such payment under the Tax Act, or any provision of federal, provincial, state, local or foreign tax law, in each case, as amended. To the extent that amounts are so withheld, such withheld amounts shall be treated for all purposes hereof as having been paid to the Holder in respect of which such deduction and withholding was made, provided that such withheld amounts are actually remitted to the appropriate taxing authority. To the extent that Clermont is entitled to withhold amounts pursuant to subsection 116(5) of the Tax Act in respect of Clermont Shares that are deliverable to Holders who are not resident in Canada for the purposes of the Tax Act (the "**Subject Securities**"), such withholdings shall be made "in kind" by delivering or causing to be delivered to an escrow agent, acceptable to Clermont, the appropriate portion of such Subject Securities, as determined by Clermont, acting reasonably, to be held by the escrow agent pending the issuance of certificates to such non-resident Holders pursuant to subsection 116(2) or subsection 116(4) of the Tax Act, and, with authority of the escrow agent, in the event such certificates are not obtained (which may, if appropriately notified by the Canada Revenue Agency, be after the time specified in subsection 116(50 of the Tax Act), to sell a sufficient number of such Subject Securities to generate net cash proceeds sufficient to allow Clermont to remit the required amounts to the Receiver General pursuant to subsection 116(5) of the Tax Act.

2.24 Clermont Guarantee

Clermont hereby unconditionally and irrevocably guarantees the due and punctual performance by Clermont Subco of each and every covenant and obligation of Clermont Subco arising under this Agreement. Clermont hereby agrees that NexGen shall not have to proceed first against Clermont Subco before exercising its rights under this guarantee against Clermont.

2.25 Clermont and the TSXV

Clermont shall:

(a) as soon as reasonably practicable apply to the TSXV and diligently seek the approval of the TSXV to the transactions contemplated by this Agreement;

(b) as soon as reasonably practicable deliver to the TSXV the Clermont Meeting Materials as contemplated by this Agreement; and

(c) use its reasonable commercial efforts hereof, to consummate the transactions contemplated by this Agreement as part of Clermont's "Qualifying Transaction" under the rules and policies of the TSXV.

2.26 United States Tax Considerations

The Amalgamation is intended to qualify as a tax-deferred reorganization under Section 368(a) of the Code. The Parties hereto agree to treat the Amalgamation as a reorganization within the meaning of Section 368(a) for all U.S. federal income tax purposes, and to not take any position on any U.S. tax return or otherwise take any tax reporting position for U.S. federal income tax purposes inconsistent with such treatment, unless otherwise required by a "determination" within the meaning of Section 1313 of the Code that such treatment is not correct. Excluding the transactions contemplated by this Agreement and the Amalgamation, no party hereto currently has any intention and at closing will not have any intention

to take any action, fail to take any action, cause any action to be taken or cause any action not to be taken that could reasonably be expected to prevent the Amalgamation from qualifying as a reorganization within the meaning of Section 368(a)(1) with respect to NexGen and the NexGen Shareholders. Notwithstanding the foregoing, none of Clermont, Clermont Subco or NexGen makes any representations, warranty or covenant to any other party or to any NexGen Shareholder, Clermont Shareholder or other holder of NexGen securities or Clermont securities (including without limitation, stock options, warrants, debt instruments or other similar rights or instruments) regarding the U.S. tax treatment of the Amalgamation, including, but not limited to, whether the Amalgamation will qualify as a reorganization within the meaning of Section 368(a) of the Code or as a tax-deferred reorganization for purposes of any United States state or local income tax law.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of NexGen

Except as qualified by the NexGen Disclosure Letter, NexGen hereby makes to and in favour of Clermont the representations and warranties as set forth in Schedule "B" to this Agreement and acknowledges that Clermont is relying upon such representations and warranties in connection with entering this Agreement and agreeing to complete the Amalgamation and the other transactions contemplated herein.

3.2 Representations and Warranties of Clermont

Except as qualified by the Clermont Disclosure Letter, Clermont hereby makes to and in favour of NexGen the representations and warranties as set forth in Schedule "C" to this Agreement and acknowledges that NexGen is relying upon such representations and warranties in connection with entering this Agreement and agreeing to complete the Amalgamation and the other transactions contemplated herein.

3.3 Survival of Representations and Warranties

The representations and warranties contained in this Agreement shall survive the execution and delivery of this Agreement and shall expire and be terminated and extinguished on the earlier of the Effective Date and the date on which this Agreement is terminated in accordance with its terms. Any investigation by NexGen or Clermont and their respective advisors shall not mitigate, diminish or affect the representations and warranties contained in this Agreement.

ARTICLE 4
COVENANTS

4.1 Covenants of NexGen Regarding the Conduct of Business

NexGen covenants and agrees that, until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (v) as required by applicable Law or by any Governmental Entity having jurisdiction; (w) with respect to matters qualified by the NexGen Disclosure Letter (which shall make reference to the applicable Subsection of this Section 4.1 in respect of which such qualification is being made); (x) as Clermont consents to, such consent not to be unreasonably withheld, conditional or delayed; (y) as required or contemplated by the Mega Agreements, the NexGen

Financing or the Radio Option Agreement; or (z) as is otherwise expressly permitted or specifically contemplated by this Agreement:

(a) the business of NexGen shall be conducted only, and NexGen shall not take any action except, in the ordinary course of business consistent with past practice and NexGen shall use its commercially reasonable efforts to preserve and maintain intact its business organization, assets, Authorizations, employees, goodwill and business relationships;

(b) NexGen shall promptly deliver written notice to Clermont of any circumstance or development that, to the knowledge of NexGen, is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on NexGen;

(c) NexGen shall not directly or indirectly:

(i) amend its notice of articles, articles or other constating documents;

(ii) declare, set aside or pay any dividend, return of capital or other distribution or payment (whether in cash, shares or property) on or in respect of its securities;

(iii) split, divide, consolidate, combine, exchange or reclassify any of its equity securities or issue or authorize the issuance of any other securities in lieu of or in substitution for, any of its equity securities;

(iv) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities, other than the grant of NexGen Options to directors, officers, employees and/or consultants of NexGen to purchase up to that number of NexGen Shares as is equal to 10% of the issued and outstanding NexGen Shares immediately prior to the Effective Time (such options to vest in three equal annual instalments commencing on the date of grant, having an exercise price of $0.40 per share and a term of five years);

(v) redeem, purchase or otherwise acquire any of its outstanding securities, unless otherwise required by the terms of such securities;

(vi) alter or amend the terms of any of its outstanding securities;

(vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of NexGen;

(viii) make any changes to any of its accounting policies, principles, methods, practices or procedures (including by adopting any new accounting policies, principles, methods, practices or procedures), except as required by applicable Laws or by IFRS as advised by NexGen's regular independent accountants, as the case may be;

(ix) make any material Tax election or settle or compromise any material Tax liability;

(x) reorganize, amalgamate or merge with any other Person;

(xi) sell, pledge, lease, exclusively license, transfer, dispose of or encumber any material assets;

(xii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof;

(xiii) make any investment, either by the purchase of securities, contribution of capital, property transfer, or purchase of any property or asset, in any other Person, except in the ordinary course of business consistent with past practice;

(xiv) incur, extend, renew, replace or repay before it is due any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans or advances;

(xv) pay, settle, discharge or satisfy any material claim, liability, litigation, lawsuit, arbitration, proceeding or obligation other than the payment, discharge or satisfaction of liabilities in the ordinary course of business consistent with past practice;

(xvi) waive, release, grant, transfer modify or amend any Authorization, claim or right of material value;

(xvii) except in the ordinary course of business consistent with past practice, expend or commit to expend any amounts, individually or in the aggregate, in excess of $1,000,000;

(xviii) enter into any contracts or other transactions with any officer or director of NexGen, or any holder of more than 5% of the outstanding NexGen Shares;

(xix) exercise any termination rights (other than related to the passage of time) with respect to any Material Contract;

(xx) enter into or modify any Material Contract or series of contracts resulting in a new Material Contract outside of the ordinary course of business consistent with past practice, that would alone or in the aggregate, be reasonably expected to have a Material Adverse Effect on NexGen;

(xxi) (A) grant to any officer, director or employee of NexGen an increase in compensation in any form, (B) grant any general salary increase to any officer, director or employee of NexGen, (C) take any action with respect to the grant of any severance or termination pay to or enter into any employment agreement with any officer, director or employee of NexGen or (D) increase any benefits payable to any officer, director or employee of NexGen under its current severance or termination pay policies;

(xxii) settle or compromise: (A) any action, claim or proceeding brought against it that is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on NexGen; or (B) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Amalgamation;

(xxiii) cause or allow the current insurance (or re-insurance) policies maintained by NexGen to be cancelled or terminated or any of the coverage thereunder to lapse, unless simultaneously with such termination, cancellation or lapse, replacement

policies underwritten by insurance or re-insurance companies of nationally recognized standing having comparable deductions and providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;

(xxiv) initiate any material discussions, negotiations or filings with any Governmental Entity regarding any matter, except in the ordinary course of business consistent with past practice;

(xxv) enter into, modify or terminate any Contract with respect to any of the foregoing; or

(xxvi) authorize, agree, or otherwise commit, whether or not in writing, to do any of the foregoing.

4.2 Covenants of NexGen Regarding the Amalgamation

Subject to the terms of this Agreement, NexGen shall perform all obligations required to be performed by NexGen under this Agreement, co-operate with Clermont in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, NexGen shall:

(a) apply for and use commercially reasonable efforts to obtain all Regulatory Approvals relating to NexGen required in connection with this Agreement, the Acquisition or any of the other transactions contemplated herein, and, in doing so, keep Clermont fully informed as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing Clermont promptly with copies of all related applications and notifications (other than with respect to confidential information contained in such applications and notifications), in a draft form prior to such applications and notifications being submitted, in order for Clermont to provide its reasonable comments thereon;

(b) use commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained from, and to deliver all notices required to be delivered to, other parties to any of its Material Contracts in connection with this Agreement, the Amalgamation or any of the other transactions contemplated herein;

(c) use commercially reasonable efforts to comply promptly with all requirements imposed by applicable Law with respect to the Acquisition and any other transactions contemplated herein;

(d) not knowingly take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which is or could reasonably be expected to impede or delay the completion of the transactions contemplated under this Agreement except as specifically permitted by this Agreement;

(e) defend all lawsuits or other legal, regulatory or other proceedings against NexGen challenging or affecting this Agreement or the consummation of the Acquisition or any of the other transactions contemplated hereby. NexGen shall also provide to Clermont's legal counsel on a timely basis copies of any notice of appearance or other

documents served on NexGen in respect of such lawsuit or proceeding. In addition, NexGen will not object to legal counsel to Clermont seeking leave or standing to make such submissions in connection with such lawsuit or proceeding as such counsel considers appropriate, provided, however, that NexGen is advised of the nature of any submissions prior to any hearing and such submissions are consistent with the terms of this Agreement and the Acquisition;

(f) use commercially reasonable efforts to oppose, lift or rescind any injunction or restraining or other order or decree seeking to stop, or otherwise adversely affecting its ability to consummate, the Acquisition or any of the other transactions contemplated hereby;

(g) use commercially reasonable efforts to fulfil all conditions to closing contained in this Agreement that are within its power and satisfy all provisions of this Agreement and the Amalgamation applicable to NexGen; and

(h) other than with respect to holders of NexGen securities who have provided in writing for the benefit of Clermont, representations and warranties in form and substance satisfactory to Clermont, acting reasonably, with respect to United States securities law matters necessary in order to permit the issue of securities of Clermont pursuant to the Amalgamation under an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws, neither NexGen nor any person acting on its behalf shall distribute (and NexGen hereby confirms that it has not distributed), whether orally or in writing, to any holder of NexGen securities in the United States (as defined in Regulation S under the U.S. Securities Act) or to any address in the United States, any of the NexGen Meeting Materials or any other information related to the Amalgamation.

4.3 Covenants of Clermont Parties Regarding the Conduct of Business

The Clermont Parties jointly and severally covenant and agree that, until the earlier of the Effective Time and the time that this Agreement is terminated in accordance with its terms, except: (v) as required by applicable Law or by any Governmental Entity having jurisdiction; (w) with respect to matters qualified by the Clermont Disclosure Letter (which shall make reference to the applicable Subsection of this Section 4.3 in respect of which such qualification is being made); (x) as NexGen consents to, such consent not to be unreasonably withheld, conditioned or delayed; or (y) as is otherwise expressly permitted or specifically contemplated by this Agreement:

(a) the business of Clermont shall be conducted only, and Clermont shall not take any action except, in the ordinary course of business consistent with past practice and Clermont shall use its commercially reasonable efforts to preserve and maintain intact its business organization, assets, Authorizations, employees, goodwill and business relationships;

(b) Clermont shall promptly deliver written notice to NexGen of any circumstance or development that, to the knowledge of Clermont, is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Clermont or Clermont Subco;

(c) neither Clermont nor Clermont Subco shall, directly or indirectly:

(i) amend its articles, by-laws or other constating documents;

(ii) declare, set aside or pay any dividend, return of capital or other distribution or payment (whether in cash, shares or property) on or in respect of its securities;

(iii) split, divide, consolidate, combine, exchange or reclassify any of its equity securities or issue or authorize the issuance of any other securities in lieu of or in substitution for, any of its equity securities;

(iv) issue, grant, sell or pledge or agree to issue, grant, sell or pledge any securities;

(v) redeem, purchase or otherwise acquire any of its outstanding securities, unless otherwise required by the terms of such securities;

(vi) alter or amend the terms of any of its outstanding securities;

(vii) adopt a plan of liquidation or resolution providing for the liquidation or dissolution of Clermont or Clermont Subco;

(viii) make any changes to any of its accounting policies, principles, methods, practices or procedures (including by adopting any new accounting policies, principles, methods, practices or procedures), except as required by applicable Laws or by IFRS as advised by Clermont's regular independent accountants, as the case may be;

(ix) make any material Tax election or settle or compromise any material Tax liability;

(x) reorganize, amalgamate or merge with any other Person;

(xi) sell, pledge, lease, exclusively license, transfer, dispose of or encumber any material assets;

(xii) acquire (by merger, amalgamation, consolidation or acquisition of shares or assets) any corporation, partnership or other business organization or division thereof;

(xiii) make any investment, either by the purchase of securities, contribution of capital, property transfer, or purchase of any property or asset, in any other Person, except in the ordinary course of business consistent with past practice;

(xiv) incur, extend, renew, replace or repay before it is due any indebtedness for borrowed money or any other liability or obligation or issue any debt securities or assume, guarantee, endorse or otherwise as an accommodation become responsible for the obligations of any other Person, or make any loans or advances;

(xv) pay, settle, discharge or satisfy any material claim, liability, litigation, lawsuit, arbitration, proceeding or obligation other than the payment, discharge or satisfaction of liabilities in the ordinary course of business consistent with past practice;

(xvi) waive, release, grant, transfer modify or amend any Authorization, claim or right of material value;

(xvii) except in the ordinary course of business consistent with past practice, expend or commit to expend any amount, individually or in the aggregate, in excess of, in the case of Clermont Subco, $1,000, and in the case of Clermont, $10,000;

(xviii) enter into any contracts or other transactions with any officer or director of Clermont or Clermont Subco, or any holder of more than 5% of the outstanding Clermont Shares;

(xix) exercise any termination rights (other than related to the passage of time) with respect to any Material Contract;

(xx) enter into or modify any Material Contract or series of contracts resulting in a new Material Contract or series of related new Material Contracts outside of the ordinary course of business consistent with past practice, that would alone or in the aggregate, be reasonably expected to have a Material Adverse Effect on Clermont or Clermont Subco;

(xxi) (A) grant to any officer, director or employee of Clermont or Clermont Subco an increase in compensation in any form, (B) grant any general salary increase to any officer, director or employee of Clermont or Clermont Subco, (C) take any action with respect to the grant of any severance or termination pay to or enter into any employment agreement with any officer, director or employee of Clermont or Clermont Subco or (D) increase any benefits payable to any officer, director or employee of Clermont or Clermont Subco under its current severance or termination pay policies;

(xxii) settle or compromise (A) any action, claim or proceeding brought against it that is or could, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect on Clermont or Clermont Subco; or (B) any action, claim or proceeding brought by any present, former or purported holder of its securities in connection with the transactions contemplated by this Agreement or the Acquisition;

(xxiii) initiate any material discussions, negotiations or filings with any Governmental Entity regarding any matter (except in the ordinary course of business consistent with past practice);

(xxiv) enter into, modify or terminate any Contract with respect to any of the foregoing except; or

(xxv) authorize, agree, or otherwise commit, whether or not in writing, to do any of the foregoing.

4.4 Covenants of Clermont Parties Regarding the Amalgamation

Subject to the terms of this Agreement, Clermont and Clermont Subco shall perform all obligations required to be performed by Clermont and Clermont Subco, respectively, under this Agreement, co-operate with NexGen in connection therewith, and do all such other acts and things as may be necessary or desirable in order to consummate and make effective, as soon as reasonably practicable, the transactions contemplated in this Agreement and, without limiting the generality of the foregoing, Clermont and Clermont Subco jointly and severally covenant and agree to:

(a) apply for and use commercially reasonable efforts to obtain all Regulatory Approvals relating to Clermont and Clermont Subco required in connection with this Agreement, the Acquisition or any of the other transactions contemplated herein, and, in doing so, keep NexGen fully informed as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing NexGen promptly with copies of all related applications and notifications (other than with respect to confidential information contained in such applications and notifications), in a draft form prior to such applications and notifications being submitted, in order for NexGen to provide its reasonable comments thereon;

(b) use commercially reasonable efforts to obtain all necessary waivers, consents and approvals required to be obtained from, and to deliver all notices required to be delivered to, other parties to any of their respective Material Contracts in connection with this Agreement, the Amalgamation or any of the other transactions contemplated herein;

(c) use commercially reasonable efforts to comply promptly with all requirements imposed by applicable Law with respect to the Amalgamation and any other transactions contemplated herein;

(d) not knowingly take any action, refrain from taking any commercially reasonable action, or permit any action to be taken or not taken, which is inconsistent with this Agreement or which is or could reasonably be expected to impede or delay the completion of the transactions contemplated under this Agreement except as specifically permitted by this Agreement;

(e) defend all lawsuits or other legal, regulatory or other proceedings against Clermont or Clermont Subco challenging or affecting this Agreement or the consummation of the Amalgamation or any of the other transactions contemplated hereby. Clermont and Clermont Subco shall also provide to NexGen's legal counsel on a timely basis copies of any notice of appearance or other documents served on Clermont or Clermont Subco in respect of such lawsuit or proceeding. In addition, neither Clermont nor Clermont Subco will object to legal counsel to NexGen seeking leave or standing to make such submissions in connection with such lawsuit or proceeding as such counsel considers appropriate, provided, however, that Clermont is advised of the nature of any submissions prior to any hearing and such submissions are consistent with the terms of this Agreement and the Amalgamation;

(f) use commercially reasonable efforts to oppose, lift or rescind any injunction or restraining or other order or decree seeking to stop, or otherwise adversely affecting their respective ability to consummate, the Amalgamation or any of the other transactions contemplated hereby;

(g) use commercially reasonable efforts to fulfil all conditions to closing contained in this Agreement that are within their respective powers and satisfy all provisions of this Agreement and the Amalgamation applicable to Clermont and Clermont Subco;

(h) use reasonable commercial efforts to obtain conditional approval of the TSXV to the Share Consolidation, Name Change and Amalgamation and listing on the TSXV of the Clermont Shares issuable pursuant to the Amalgamation, subject only to satisfaction by Clermont of customary listing conditions of the TSXV;

(i) use reasonable commercial efforts to obtain the resignation of John Hansen, Marc Prefontaine and Sophia Shane from the Clermont Board effective immediately prior to the Effective Time together with a mutual release from each such person in form and substance satisfactory to NexGen acting reasonably;

(j) in the case of Clermont, pass a resolution, in its capacity as the sole shareholder of Clermont Subco, approving the Amalgamation and this Agreement, such resolution to be in form and substance satisfactory to NexGen acting reasonably;

(k) other than with respect to holders of NexGen securities who have provided in writing, for the benefit of Clermont, representations and warranties in form and substance satisfactory to Clermont, acting reasonably, with respect to United States securities law matters necessary in order to permit the securities of Clermont issuable in connection with the completion of the Amalgamation to be issued pursuant to an exemption from the registration requirements of the U.S. Securities Act and all applicable state securities laws, none of Clermont, Clermont Subco or any person acting on behalf of either of them shall distribute (and each of them hereby confirms that it has not distributed), whether orally or in writing, to any holder of NexGen securities in the United States (as defined in Regulation S under the U.S. Securities Act) or to any address in the United States, any of the Clermont Meeting Materials or any other information related to the Amalgamation;

(l) other than with respect to holders of NexGen securities who have provided in writing, for the benefit of Clermont, representations and warranties in form and substance satisfactory to Clermont, acting reasonably, with respect to United States securities law matters necessary in order to permit the securities of Clermont issuable in connection with the completion of the Amalgamation to be issued pursuant to an exemption from the registration requirements of the U.S. Securities Act, and all applicable state securities laws, Clermont shall not issue any of its securities issuable upon completion of the Amalgamation, or deliver certificates representing such securities, to any address in the United States or to any person believed by Clermont or Clermont Subco to be in the United States or a United States resident; and

(m) promptly advise NexGen in writing in the event that the costs incurred by Clermont in relation to completing the Amalgamation exceed $100,000.

4.5 Indemnification and Insurance

(a) Clermont and Clermont Subco jointly and severally covenant and agree that as of the Effective Time they shall assume all rights to indemnification or exculpation in favour of the current and former directors and officers of NexGen provided in the current articles of NexGen, or in any agreement should NexGen cease to exist.

(b) NexGen shall act as agent and trustee of the benefits of the foregoing for its directors and officers for the purpose of this section 4.5 and this section 4.5 shall survive the execution and delivery of this Agreement and the completion of the Amalgamation and shall be enforceable against Clermont and/or Clermont Subco by the Persons described in subsection (a) hereof.

ARTICLES 5
NON-SOLICITATION

5.1 Non-Solicitation

For the purposes of this Articles 5, references to "**Party**" or "**Parties**" are to Clermont and Clermont Subco, on the one hand, and to NexGen on the other.

(a) On and after the date of this Agreement, except as otherwise expressly permitted or specifically contemplated in this Agreement, neither Party shall, directly or indirectly, through any Representative or otherwise:

(i) solicit, assist, initiate, encourage or otherwise facilitate any inquiries, proposals or offers from any other Person (including any of its officers or employees) relating to any Acquisition Proposal;

(ii) provide any information with respect to, or otherwise co-operate in any way with, or assist or participate in, facilitate or encourage, any effort or attempt by any other Person to make or complete any Acquisition Proposal;

(iii) withdraw, modify or qualify, or propose publicly to withdraw, modify or qualify, in any manner adverse to the other Party, the Clermont Board Approval or the NexGen Board Approval, as the case may be;

(iv) approve or recommend or propose publicly to approve or recommend any Acquisition Proposal; or

(v) accept or enter into, or publicly propose to accept or enter into, any letter of intent, agreement in principle, agreement, arrangement or undertaking related to any Acquisition Proposal,

provided, however, that nothing contained in this Subsection 5.1(a) shall prevent a Party, prior to the Clermont Meeting in the case of Clermont, or the NexGen Meeting in the case of NexGen, from engaging in discussions or negotiations with, or responding to enquiries from any Person that has made a bona fide unsolicited written Acquisition Proposal (which did not result from a breach of section 5.1) that it has determined constitutes or could reasonably be expected to result in a Superior Proposal, or provide information and access to its properties, facilities, books or records pursuant to Subsection 5.1(d) to any Person where the requirements of that Section are met.

(b) Each Party shall immediately cease and cause to be terminated any existing discussions or negotiations with any Person (other than the other Party) with respect to any potential Acquisition Proposal and, in connection therewith, will discontinue access to any of its confidential information (and not establish or allow access to any of its confidential information, or any data room, virtual or otherwise) by any Person other than the other Party and shall as soon as possible request the return or destruction of all confidential information provided in connection therewith to the extent such information has not already been returned or destroyed. Neither Party shall release any third party from any confidentiality, non-solicitation or standstill agreement to which such third party is a party, or terminate, modify, amend or waive the terms thereof and each Party undertakes to enforce all standstill, non-disclosure, non-solicitation and similar covenants that it has entered into prior to the date hereof or entered into after the date hereof.

(c) From and after the date of this Agreement, each Party shall promptly provide notice to the other of any Acquisition Proposal or any proposal, inquiry or offer that could lead to an Acquisition Proposal or any amendments to the foregoing or any request for non-public information relating to it in connection with such an Acquisition Proposal or for access to its properties, books or records by any Person that informs it or any member of its Board that such other Person is considering making, or has made, an Acquisition Proposal. Such notice shall be made promptly (and in any event within 24 hours of such proposal, inquiry, offer or request), first orally and then in writing and shall indicate the identity of the Person making such proposal, inquiry or contact, all material terms thereof and such other details of the proposal, inquiry or contact then known to it, and shall include copies of any such proposal, inquiry, offer or request or any amendment to any of the foregoing. Each Party shall keep the other Party promptly and fully informed of the status, including any change to the material terms, of any such Acquisition Proposal, offer, inquiry or request and will respond promptly to all inquiries by that other Party with respect thereto.

(d) If a Party receives a request for material non-public information from a Person who proposes an unsolicited written Acquisition Proposal and the Board of Directors of that Party determines that such Acquisition Proposal constitutes or could reasonably be expected to result in a Superior Proposal then, and only in such case, the Party that received such request for material non-public information may provide such Person with access to information regarding it, subject to the execution of a confidentiality and standstill agreement which is customary in such situations, provided that it sends a copy of any such confidentiality and standstill agreement to the other Party promptly upon its execution and that the other Party is provided with a list of, and, at the request of the other Party, copies of, the information provided to such Person and immediately provided with access to the information to which such Person was provided.

(e) Each Party agrees that it will not accept, approve or enter into any agreement (a "**Proposed Agreement**"), other than a confidentiality agreement as contemplated by Subsection 5.1(d), with any Person providing for or to facilitate any Acquisition Proposal unless:

(i) the Board of Directors of the Party proposing to accept, approve or enter into a Proposed Agreement (the "**Target Company**", and the other Party being the "**Non-Target Company**") determines that the Acquisition Proposal constitutes a Superior Proposal;

(ii) the Clermont Meeting (if the Target Company is Clermont or Clermont Subco) or the NexGen Meeting (if the Target Company is NexGen) has not occurred;

(iii) the Target Company has complied with subsection 5.1(a) through 5.1(d) inclusive;

(iv) the Target Company has provided the Non-Target Company with a notice in writing that there is a Superior Proposal together with a summary of the material terms of the Superior Proposal, including a copy of any Proposed Agreement relating to such Superior Proposal, and a written notice from it regarding the value in financial terms that the Clermont Board (if the Target Company is Clermont or Clermont Subco) or NexGen Board (if the Target Company is NexGen), as the case may be, has in consultation with its financial advisors determined should be ascribed to any non-cash consideration offered under the

Superior Proposal, such documents to be so provided to the Non-Target Company not less than ten Business Days prior to the proposed acceptance, approval, recommendation or execution of the Proposed Agreement by the Target Company;

(v) 10 Business Days shall have elapsed from the date the Non-Target Company received the notice and documentation referred to in Subsection 5.1(e)(iv) and, if the Non-Target Company has proposed to amend the terms of the Acquisition in accordance with Subsection 5.1(f), the Clermont Board (if the Target Company is Clermont or Clermont Subco) or the NexGen Board (if the Target Company is NexGen), as the case may be, shall have determined, in good faith, after consultation with its financial advisors and outside legal counsel, that the Acquisition Proposal is a Superior Proposal compared to the proposed amendment to the terms of the Acquisition by the Non-Target Company; and

(vi) the Target Company concurrently terminates this Agreement pursuant to Subsection 7.2(a)(iv)(C) or 7.2(a)(iii)(C), as the case may be.

and each Party further agrees that it will not withdraw, modify or qualify (or propose to withdraw, modify or qualify) in any manner adverse to the other Party its approval or recommendation of the Amalgamation, nor accept, approve or recommend any Acquisition Proposal unless the requirements of Subsection 5.1(e)(i) through Subsection 5.1(e)(v) have been satisfied.

(f) Each Party acknowledges and agrees that, during the 10 Business Day period referred to in Subsections 5.1(e)(iv) and 5.1(e)(v), or such longer period as the Target Company may approve for such purpose, the Non-Target Company shall have the opportunity, but not the obligation, to propose to amend the terms of this Agreement and the Acquisition and the Target Company shall co-operate with the Non-Target Company with respect thereto, including negotiating in good faith with the Non-Target Company to enable the Non-Target Company to make such adjustments to the terms and conditions of this Agreement and the Amalgamation as the Non-Target Company deems appropriate and as would enable the Non-Target Company to proceed with the Acquisition and any related transactions on such adjusted terms. The Target Company will review any proposal by the Non-Target Company to amend the terms of the Acquisition in order to determine, in good faith in the exercise of its fiduciary duties, whether the Non-Target Company's proposal to amend the Amalgamation would result in the Acquisition Proposal not being a Superior Proposal compared to the proposed amendment to the terms of the Amalgamation.

(g) The Board of Directors of the Party in respect of which an Amalgamation Proposal is made shall promptly re-affirm its recommendation of the Amalgamation by press release after: (i) any Acquisition Proposal which such Party determines not to be a Superior Proposal is publicly announced or made; or (ii) the Board of Directors of such Party determines that a proposed amendment to the terms of the Acquisition would result in the Acquisition Proposal which has been publicly announced or made not being a Superior Proposal, and the other Party has so amended the terms of the Amalgamation. The other Party and its legal counsel shall be given a reasonable opportunity to review and comment on the form and content of any such press release, recognizing that whether or not such comments are appropriate will be determined by the Party making the press release, acting reasonably.

(h) Nothing in this Agreement shall prevent a Party from responding through a directors' circular or otherwise as required by applicable Securities Law to an Acquisition Proposal that it determines is not a Superior Proposal or from withdrawing, modifying or qualifying (or proposing to withdraw, modify or qualify) in any manner adverse to the other Party its approval or recommendation of the Amalgamation, if the board of directors of such Party determines in good faith (after receiving advice of outside legal counsel), that such withdrawal, modification or qualification is necessary for the board of directors of that Party to act in a manner consistent with its fiduciary duties under applicable Laws provided that not less than 48 hours before the board of directors considers any proposal in respect of any such withdrawal, modification or qualification, such Party shall give the other Party written notice of such proposal and promptly advise the other Party of the proposed consideration of such proposal.

(i) Each successive modification of any Acquisition Proposal shall constitute a new Acquisition Proposal for the purposes of this Section 5.1.

(j) Each Party shall ensure that its officers, directors and employees and any investment bankers, legal advisors or other advisors or other Representatives retained by it in connection with the transactions contemplated by this Agreement are aware of the provisions of this Section 5.1, and each Party shall be responsible for any breach of this Section 5.1 by its officers, directors, employees, investment bankers, legal advisors, or other Representatives.

(k) If the Target Company provides notice of an Acquisition Proposal contemplated in this Section 5.1 on a date that is less than seven calendar days prior to the date for which the Clermont Meeting (if the Target Company is Clermont) or the NexGen Meeting (if the Target Company is NexGen) is scheduled, if requested by the Non-Target Company, the Target Company shall adjourn the Clermont Meeting (if the Target Company is Clermont) or the NexGen Meeting (if the Target Company is NexGen) to a date that is not less than seven calendar days and not more than ten (10) calendar days after the date of such notice.

The sole remedy of either NexGen or the Clermont Parties for a breach of the other's obligations under this section 5.1 will be the right of the non-breaching party to terminate this Agreement upon notice to the breaching party and the payment and reimbursement of the non-breaching party for all costs and expenses incurred by the non-breaching party in connection with the Amalgamation, including all legal, accounting and audit fees.

5.2 Access to Information

Subject to applicable Law, upon reasonable notice, each Party shall afford the other Party's Representatives and legal counsel access, during normal business hours from the date hereof and until the earlier of the Effective Date or the termination of this Agreement, to its properties, books, contracts and records as well as to its management personnel, and, during such period, it shall furnish promptly to the other Party all information concerning its business, properties and personnel as the other Party may reasonably request.

5.3 Privacy Matters

Each Party shall comply with applicable privacy Laws in the course of collecting, using and disclosing personal information about identifiable individuals in connection with the transactions

contemplated hereby (the "**Transaction Personal Information**"). Neither Party shall disclose Transaction Personal Information originally collected by the other Party to any Person other than to its Representatives and legal counsel who are evaluating and advising on the transactions contemplated by this Agreement. If Clermont and Clermont Subco complete the transactions contemplated by this Agreement, neither Clermont nor Clermont Subco shall, following the Effective Date, without the consent of the individuals to whom such Transaction Personal Information relates or as permitted or required by applicable Law, use or disclose Transaction Personal Information originally collected:

(a) for purposes other than those for which such Transaction Personal Information was collected by the Party prior to the Effective Date; and

(b) which does not relate directly to the carrying on of the business of Clermont or to the carrying out of the purposes for which the transactions contemplated by this Agreement were implemented.

The Parties shall protect and safeguard the Transaction Personal Information against unauthorized collection, use or disclosure and shall cause their Representatives and legal counsel to observe the terms of this Section 5.3 and to protect and safeguard all Transaction Personal Information in their possession. If this Agreement shall be terminated, each Party shall forthwith stop using the other Party's Transaction Personal Information and promptly deliver to the other Party all Transaction Personal Information originally collected by such other Party in its possession or in the possession of any of its advisors, including all copies, reproductions, summaries or extracts thereof, except, unless prohibited by applicable Law, for electronic back-up copies made automatically in accordance with the usual back-up procedures of the Party (or its Representatives or legal counsel) returning such Transaction Personal Information.

ARTICLE 6
CONDITIONS

6.1 Mutual Conditions Precedent

The respective obligations of each of NexGen and the Clermont Parties to complete the Acquisition and any transactions otherwise contemplated hereby will be subject to the fulfillment, or mutual waiver in writing by each of NexGen and Clermont, of each of the following conditions:

(a) at the NexGen Meeting, the NexGen Shareholders' Resolution shall have been approved by the NexGen Shareholders in accordance with the requirements of applicable Law;

(b) at the Clermont Meeting, each of the Clermont Shareholder Resolutions shall have been approved by the Clermont Shareholders in accordance with applicable Law;

(c) no action, suit or proceeding shall be pending or threatened by any Governmental Entity or other Person, in each case having a reasonable likelihood of success, and no applicable Law or Authorization shall be in effect, which:

(i) makes the consummation of the Acquisition illegal or otherwise enjoins or prohibits the Amalgamation or any transactions otherwise contemplated hereby; or

(ii) renders this Agreement unenforceable in any way or frustrates the purpose and intent hereof or thereof;

(d) the TSXV shall have conditionally accepted the Amalgamation and the other transactions contemplated by this Agreement as part of Clermont's "qualifying transaction" under the rules and policies of the TSXV, including the approval of the TSXV for the listing of the Clermont Shares issuable pursuant to the Amalgamation (including Clermont Shares issuable upon exchange of the Underlying Shares and the exercise of the Replacement Warrants and Replacement Options);

(e) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and others, necessary or desirable for the completion of the transactions provided for in this Agreement and the Amalgamation shall have been obtained or received from the Person or Governmental Authority having jurisdiction in the circumstances;

(f) the Amalgamation Application to be filed with the Registrar in accordance with the Amalgamation, shall be in form and substance satisfactory to Clermont and NexGen, acting reasonably;

(g) Clermont, as the sole shareholder of Clermont Subco, shall have approved the Amalgamation;

(h) dissent rights shall not have been exercised with respect to the Amalgamation by holders of NexGen Shareholders which will in the aggregate represent 10% or more of the NexGen Shares outstanding on the record date determined by NexGen for determining NexGen Shareholders entitled to notice and to vote at the NexGen Meeting;

(i) exemptions from the registration requirements of the U.S. Securities Act and all applicable state securities laws of the United States shall be available for the issuance of all of the securities of Clermont issued in connection with the completion of the Amalgamation;

(j) the completion of the Amalgamation will qualify as the "qualifying transaction" for Clermont, pursuant to Policy 2.4 of the TSXV; and

(k) this Agreement shall not have been terminated in accordance with its terms.

6.2 Additional Conditions Precedent to the Obligations of Clermont

The obligations of Clermont to complete the transactions contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of Clermont and may be waived by Clermont, and any one or more of which, if not satisfied or waived, will relieve Clermont of any obligation under this Agreement):

(a) all covenants of NexGen under this Agreement to be performed on or before the Effective Date shall have been performed by NexGen in all material respects and Clermont shall have received a certificate of NexGen addressed to Clermont and dated the Effective Date, signed, without personal liability, on behalf of NexGen by two senior officers of NexGen, confirming the same as at the Effective Date;

(b) all representations and warranties of NexGen under this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of NexGen and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby, and Clermont shall have received a certificate of NexGen addressed to Clermont and dated the Effective Date, signed, without personal liability, on behalf of NexGen by two senior officers of NexGen, confirming the same as at the Effective Date;

(c) all consents, waivers, and approvals required to be obtained by NexGen from a counter-party to a Material Contract of NexGen required in connection with, or to permit the consummation of, the Amalgamation or any transaction otherwise contemplated hereby (other than consents, waivers and approvals, the failure of which to obtain would not have a Material Adverse Effect on NexGen or its ability to complete the Amalgamation), shall have been obtained on terms and conditions satisfactory to Clermont, acting reasonably;

(d) NexGen shall have delivered to Clermont a technical report prepared for NexGen in accordance with National Instrument 43-101 – Technical Reports in respect of the Radio Property and, to the extent required by Securities Law, one or more of the Mega Properties;

(e) NexGen shall have delivered to Clermont title opinions on the Radio Property in form and substance satisfactory to Clermont, acting reasonably;

(f) since the date hereof, there shall not have occurred a Material Adverse Change to NexGen and Clermont shall have received a certificate of NexGen addressed to Clermont and dated the Effective Date, signed, without personal liability, on behalf of NexGen by two senior officers of NexGen, confirming the same as at the Effective Date; and

(g) relevant NexGen Shareholders shall have entered into such escrow agreements as required by the TSXV.

Clermont may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by Clermont with its obligations under this Agreement if the condition precedent would have been satisfied but for a material default by Clermont in complying with its obligations hereunder.

6.3 Additional Conditions Precedent to the Obligations of NexGen

The obligations of NexGen to complete the transactions contemplated by this Agreement shall also be subject to the satisfaction, on or before the Effective Date, of each of the following conditions precedent (each of which is for the exclusive benefit of NexGen and may be waived by NexGen, and any one or more of which, if not satisfied or waived, will relieve NexGen of any obligation under this Agreement):

(a) all covenants of the Clermont Parties under this Agreement to be performed on or before the Effective Date shall have been performed by the Clermont Parties in all material respects and NexGen shall have received a certificate of Clermont and Clermont Subco addressed to NexGen and dated the Effective Date, signed, without personal liability, on behalf of Clermont and Clermont Subco by two senior officers of Clermont and Clermont Subco, confirming the same as at the Effective Date;

(b) all representations and warranties of the Clermont Parties under this Agreement shall be true and correct as of the Effective Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of the Clermont Parties and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby, and NexGen shall have received a certificate of Clermont and Clermont Subco addressed to NexGen and dated the Effective Date, signed, without personal liability, on behalf of Clermont and Clermont Subco by two senior officers of Clermont and Clermont Subco, confirming the same as at the Effective Date;

(c) all consents, waivers and approvals required to be obtained by Clermont from a counter-party to a Material Contract of Clermont required in connection with, or to permit the consummation of, the Acquisition or any transaction otherwise contemplated hereby (other than consents, waivers and approvals, the failure of which to obtain would not have a Material Adverse Effect on Clermont or its ability to complete the Acquisition), shall have been obtained on terms and conditions satisfactory to NexGen, acting reasonably;

(d) since the date hereof, there shall not have occurred a Material Adverse Change or a Material Adverse Effect to the Clermont Parties and NexGen shall have received a certificate of Clermont addressed to NexGen and dated the Effective Date, signed, without personal liability, on behalf of Clermont and Clermont Subco by two senior officers of Clermont, confirming the same as at the Effective Date;

(e) there shall not be in force or threatened any order or decree of any Governmental Entity or other Person that has the effect of ceasing or restricting trading in the Clermont Shares;

(f) the Support Agreements shall have been entered into by the Locked-up Shareholders and shall not have been terminated;

(g) the Share Consolidation shall have been completed;

(h) each of John Hansen, Marc Prefontaine and Sophia Shane shall have provided mutual resignations from the Clermont Board and shall have delivered mutual releases in favour of Clermont in form and substance satisfactory to NexGen, acting reasonably;

(i) immediately prior to the Effective Time, the Clermont Board shall be comprised of six NexGen nominees and one Clermont nominee;

(j) the Clermont Shares issuable pursuant to the Amalgamation and this Agreement, including, for greater certainty, in exchange for the Underlying Shares and Flow-Through Shares, shall each be freely tradable (other than as a result of any control person restrictions which may arise by virtue of the ownership thereof) under applicable Canadian Law; and

(k) the treasury of Clermont will include cash in the amount of not less than $1,050,000, net of all liabilities except the costs incurred by Clermont in relation to completing the Amalgamation, which costs shall be supported by documentary evidence acceptable to NexGen acting reasonably.

NexGen may not rely on the failure to satisfy any of the above conditions precedent as a basis for non-compliance by NexGen with its obligations under this Agreement if the condition precedent would have been satisfied but for a material default by NexGen in complying with its obligations hereunder.

6.4 Notice and Cure Provisions

Each of Clermont and Clermont Subco, on the one hand, and NexGen on the other, will give prompt notice to the other of the occurrence, or failure to occur, at any time until the earlier of the Effective Time or the time that this Agreement is terminated in accordance with its terms, of any event or state of facts which occurrence or failure would, or would be likely to:

(a) cause any of the representations or warranties of it or the other Party contained herein to be untrue or inaccurate in any material respect on the date hereof or on the Effective Date; or

(b) result in the failure in any material respect to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by it or the other Party prior to the Effective Date.

Neither Clermont nor NexGen may elect not to complete the transactions contemplated hereby pursuant to the conditions precedent contained in Sections 6.1, 6.2 and 6.3, or exercise any termination right arising therefrom, unless forthwith, and in any event prior to the Effective Time, Clermont (or Clermont Subco) or NexGen, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which Clermont or NexGen, as the case may be, are asserting as the basis for the non-fulfillment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that Clermont, Clermont Subco or NexGen, as the case may be, is proceeding diligently to cure such matter, if such matter is susceptible to being cured, the other may not terminate this Agreement as a result thereof until the expiration of a period of ten (10) calendar days from such notice. If such notice has been delivered prior to the date of the NexGen Meeting or the Clermont Meeting, as the case may be, such meeting shall, unless otherwise agreed by the Parties, be postponed until the expiry of such period. For greater certainty, in the event that such matter is cured within the time period referred to herein, this Agreement may not be terminated as a result of such cured matter.

6.5 Satisfaction of Conditions

The conditions precedent set out in Sections 6.1, 6.2 and 6.3 shall be conclusively deemed to have been satisfied, waived or released when, with the agreement of the Parties, the Amalgamation Application is filed under Section 275 of the BCBCA to give effect to the Amalgamation.

ARTICLE 7
TERM, TERMINATION, AMENDMENT AND WAIVER

7.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Effective Time and the termination of this Agreement in accordance with its terms.

7.2 Termination

(a) This Agreement may be terminated at any time prior to the filing of the Amalgamation Application (notwithstanding any approval of the Clermont Shareholder Resolutions or any approval of the NexGen Shareholders' Resolution, as applicable):

(i) by mutual written agreement of Clermont and NexGen;

(ii) by either NexGen or Clermont, if:

(A) the Effective Time shall not have occurred on or before the Termination Date, except that the right to terminate this Agreement under this Subsection 7.2(a)(ii)(A) shall not be available to any Party whose failure to perform any of its covenants or agreements or whose breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by the Termination Date;

(B) after the date hereof, there shall be enacted or made any applicable Law that makes consummation of the Amalgamation illegal or otherwise prohibits or enjoins NexGen, Clermont or Clermont Subco from consummating the transactions contemplated by this Agreement and such applicable Law or enjoinment shall have become final and non-appealable; provided, however, that the Party seeking to terminate this Agreement shall have used its commercially reasonable efforts to have such applicable Law lifted or rescinded;

(C) approval of the NexGen Shareholders' Resolution shall not have been obtained at the NexGen Meeting in accordance with this Agreement; or

(D) approval of the Clermont Shareholder Resolutions shall not have been obtained at the Clermont Meeting.

(iii) by NexGen, if:

(A) prior to the Effective Time: (1) subject to Section 5.1, the Clermont Board fails to recommend or withdraws, amends, modifies or qualifies, in a manner adverse to NexGen, or fails to publicly reaffirm, the Clermont Board Approval within five Business Days (and in any case prior to the Clermont Meeting) after having been requested in writing by NexGen to do so (a "**Clermont Change in Recommendation**"); (2) the Clermont Board or a committee thereof shall have approved or recommended any Acquisition Proposal; or (3) Clermont shall have breached Section 5.1 in any material respect;

(B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Clermont or Clermont Subco set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.3 not to be satisfied, and such conditions are incapable of being satisfied by the Termination Date, as reasonably determined by NexGen; provided, however, that NexGen is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.2 not to be satisfied; or

(C) it decides to enter into a binding written agreement with respect to a Superior Proposal (other than a non-disclosure and standstill agreement permitted by Subsection 5.1(d)), subject to compliance with Section 5.1 in all material respects.

(iv) by Clermont, if:

(A) prior to the Effective Time, (1) subject to Section 5.1, the NexGen Board fails to recommend or withdraws, amends, modifies or qualifies, in a manner adverse to Clermont, or fails to publicly reaffirm, the NexGen Board Approval within five Business Days (and in any case prior to the NexGen Meeting) after having been requested in writing by Clermont to do so (a "**NexGen Change in Recommendation**"); (2) the NexGen Board or a committee thereof shall have approved or recommended any Acquisition Proposal; or (3) NexGen shall have breached Section 5.1 in any material respect;

(B) a breach of any representation or warranty or failure to perform any covenant or agreement on the part of NexGen set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, and such conditions are incapable of being satisfied by the Termination Date as reasonably determined by Clermont; provided, however, that Clermont is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.3 not to be satisfied; or

(C) it decides to enter into a binding written agreement with respect to a Superior Proposal (other than a non-disclosure and standstill agreement permitted by Subsection 5.1(d)), subject to compliance with Section 5.1 in all material respects.

(b) The Party desiring to terminate this Agreement pursuant to this Section 7.2 (other than pursuant to Subsection 7.2(a)(i)) shall give notice of such termination to the other Party, specifying in reasonable detail the basis for such Party's exercise of its termination right.

(c) For greater certainty, this Agreement may not be terminated unilaterally by Clermont Subco.

7.3 Expenses

Except as otherwise provided herein, all fees, costs and expenses incurred in connection with this Agreement shall be paid by the Party incurring such fees, costs or expenses.

7.4 Amendment

Subject to the provisions of applicable Law, this Agreement may, at any time and from time to time, be amended by the Parties in writing without, further notice to or authorization on the part of NexGen Shareholders or Clermont Shareholders and any such amendment may without limitation:

(a) change the time for performance of any of the obligations or acts of the Parties;

(b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;

(c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the Parties; or

(d) waive compliance with or modify any mutual conditions precedent herein contained.

provided that no such amendment returns or materially adversely affects the considerations to be received by a NexGen Shareholder without approval by the affected securityholders given in the same manner as required for the approval of the Amalgamation.

7.5 Waiver

Either the Clermont Parties, on the one hand, or NexGen, on the other, may (a) extend the time for the performance of any of the obligations or acts of the other Party, (b) waive compliance, except as provided herein, with any of the other Party's agreements or the fulfillment of any conditions to its own obligations contained herein, or (c) waive inaccuracies in any of the other Party's representations or warranties contained herein or any document delivered by the other Party; provided, however, that any such extension or waiver shall be valid only if set forth in an instrument in writing signed on behalf of such Party and, unless otherwise provided in the written waiver, will be limited to the specific breach or condition waived.

ARTICLE 8
GENERAL PROVISIONS

8.1 Notices

All notices, consents, requests, demands, waivers and other communications hereunder will be deemed to have been duly given and made, if in writing and if served by personal delivery upon the Party for whom it is intended or delivered, or if sent by facsimile or electronic mail, upon receipt of confirmation that the transmission has been received, to the Person at the address set forth below, or any other address as may be designated in writing hereafter, in the same manner, by that Person:

(a) if to Clermont or Clermont Subco:

Clermont Inc.
Suite 100 – 736 Granville Street

Vancouver, British Columbia V6Z 1G3

Attention: John Arlen Hansen
Email: arlen@kincommunications.com

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

Anfield Sujir Kennedy & Durno LLP
Suite 1600 – 609 Granville Street
Vancouver, British Columbia V6Y 1C3

Attention: Jeff Durno
Facsimile: 604-669-3877
Email: jdurno@askdlaw.com

(b) if to NexGen:

NexGen Energy Ltd.
Suite 1600 – 925 West Georgia Street
Vancouver, British Columbia V6C 3L2

Attention: Kelly Stark-Anderson
Fax No.: (877) 362-9804
Email: ksarcn@telus.net

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

Cassels Brock & Blackwell LLP
Suite 2200, 885 West Georgia Street
Vancouver, British Columbia
V6C 3E8

Attention: Joanna Cameron
Facsimile: (604) 691-6120
Email: mjcameron@casselsbrock.com

8.2 Severability

If any term, provision, covenant or restriction of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the reminder of the terms, provisions, covenants and restrictions of this Agreement will remain in full force and effect and will in no way be affected, impaired or invalidated and the Parties hereto will negotiate in good faith to modify the Agreement to preserve each Party's anticipated benefits under the Agreement.

8.3 Assignment

No Party may assign this Agreement or any of its rights hereunder without the prior written consent of the other Parties, which consent may be withheld without reason.

8.4 Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and shall be treated in all respects as a British Columbia contract. Each Party hereby irrevocably attorns to the exclusive jurisdiction of the courts of the Province of British Columbia (and, if necessary, the Supreme Court of Canada) in respect of all matters arising under or in relation to this Agreement and agrees not to commence any action, suit or proceeding relating thereto except in such courts.

8.5 Binding Effect

This Agreement will be binding upon and will enure to the benefit of each of the Parties hereto and their respective successors and permitted assigns.

8.6 Investigation by Parties

No investigation pursuant to this Agreement or otherwise made by or on behalf of the Clermont Parties, on the one hand, or NexGen on the other, or any of their respective authorized agents at any time shall have the effect of waiving, diminishing the scope of or otherwise affecting any representation, warranty or covenant by the other in or pursuant to this Agreement.

8.7 Amendments; Waivers

This Agreement may not be modified, amended, altered or supplemented except in the manner contemplated herein and upon the execution and delivery of a written agreement executed by each Party. No waiver of any nature, in any one or more instances, will be deemed or construed as a further or continued waiver of any condition or breach of any other term, representation or warranty in this Agreement.

8.8 Further Assurances

The Clermont Parties, on the one hand, and NexGen on the other, hereby agree that each will promptly furnish to the other any further documents and take or cause to be taken any further action as may reasonably be required in order to give effect to this Agreement and the Acquisition. The Clermont Parties, on the one hand, and NexGen on the other, each agree to execute and deliver any instruments and documents as the other may reasonably require in order to carry out the intent of this Agreement.

8.9 Time of Essence

Time is of the essence of this Agreement.

8.10 No Liability

No director or officer of Clermont or Clermont Subco shall have any personal liability whatsoever to NexGen under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of Clermont or Clermont Subco. No director or officer of NexGen shall have any personal liability whatsoever to Clermont or Clermont Subco under this Agreement, or any other document delivered in connection with the transactions contemplated hereby on behalf of NexGen.

8.11 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument. The Parties shall be entitled to rely upon delivery of an executed facsimile, .pdf (via electronic mail) or similar executed electronic copy of this Agreement, and such facsimile, .pdf (via electronic mail) or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the Parties.

[SIGNATURE PAGE FOLLOWS]

The Parties have executed this Amalgamation Agreement as of the date first written above.

CLERMONT CAPITAL INC.

By: "*Arlen Hansen*"

0957633 B.C. LTD.

By: "*Arlen Hansen*"

NEXGEN ENERGY LTD.

By: "*Leigh Curyer* "

SCHEDULE "A"
CLERMONT SHAREHOLDER RESOLUTIONS

SHARE CONSOLIDATION

BE IT RESOLVED that, subject to any approvals required by any regulatory authorities:

1. Clermont Capital Inc. (the "**Company**") be and is hereby authorized to consolidate (the "**Consolidation**") all of the issued and outstanding Common Shares in the capital of the Company (the "Common Shares") on the basis of every 2.35 Common Shares being consolidated into one (1) Common Share, provided, however, that no holder of Common Shares shall be entitled to receive any fractional Common Shares following the Consolidation, and such fractional Common Shares to be eliminated without any compensation to the holders thereof;

2. any one director and/or officer of the Company be and is hereby authorized and directed, in the name and on behalf of the Company, to take all such action, do all such things, enter into, execute and deliver, or cause to be delivered all such documents, agreements and writings, as he may in his sole discretion deem necessary or advisable in connection with any of the matters referred to in the preceding resolution (including the filing of any necessary documents with the TSX Venture Exchange), or in respect thereof, or in connection with any actions to be taken by the Company in the performance and fulfilment of its obligation as contemplated by the matters referred to in the preceding resolution, and execution by a director or officer of the Company shall be conclusive evidence of their authority to act on behalf of the Company; and

3. notwithstanding the approval of the Consolidation the directors of the Company be and they are hereby authorized without further approval of the shareholders to modify, vary or amend such terms and conditions in respect of the Consolidation as may be required by the regulatory authorities having jurisdiction or as the board of directors may in its sole discretion deem in the best interests of the Company, and the directors are further authorized to revoke this special resolution at any time before it is acted upon and to determine not to proceed with the Consolidation without further approval or authorization of the shareholders of the Company.

CHANGE OF NAME

BE IT RESOLVED THAT:

1. the name of the Company be changed from "Clermont Capital Inc." to "NexGen Energy Ltd." (the "**Name Change**"), or such name as is otherwise acceptable to NexGen Energy Ltd., the Company, and the British Columbia Registrar of Corporations;

2. the Notice of Articles of the Company be altered to reflect the Name Change;

3. any one director and/or officer of the Company be and is hereby authorized and directed, in the name and on behalf of the Company, to take all such action, do all such things, enter into, execute and deliver, or cause to be delivered all such documents, agreements and writings, as he may in his sole discretion deem necessary or advisable in connection with any of the matters referred to in the preceding resolution (including the filing of any necessary documents with the TSX Venture Exchange or the British Columbia Registrar of Companies), or in respect thereof, or in connection with any actions to be taken by the Company in the performance and fulfilment of its

obligation as contemplated by the matters referred to in the preceding resolution, and execution by a director or officer of the Company shall be conclusive evidence of their authority to act on behalf of the Company; and

4. the directors of the Company may revoke this special resolution at any time before it is acted upon and determine not to proceed with the Name Change without further approval or authorization of the shareholders of the Company.

INCREASE TO THE SIZE OF THE BOARD OF DIRECTORS AND APPOINTMENT OF DIRECTORS

BE IT RESOLVED THAT:

1. effective at the Effective Time (as defined on the Company's Information Circular) the number of directors be determined at seven (7);

2. effective at the Effective Time (as defined in the Company's Information Circular), ♦, ♦, and ♦ **[NTD. 3 NexGen Nominees from Gordon Bogden, Chris McFadden, Trevor Thiele, and Leigh Curyer]** hereby be appointed as directors of the Company to hold office until the next annual general meeting of the shareholders of the Company or until their successors are duly appointed or elected, unless their offices are vacated earlier in accordance with the British Columbia Business Corporations Act; and

3. any one director and/or officer of the Company be and is hereby authorized and directed, in the name and on behalf of the Company, to take all such action, do all such things, enter into, execute and deliver, or cause to be delivered all such documents, agreements and writings, as he may in his sole discretion deem necessary or advisable in connection with any of the matters referred to in the preceding resolution, or in respect thereof, or in connection with any actions to be taken by the Company in the performance and fulfilment of its obligation as contemplated by the matters referred to in the preceding resolution, and execution by a director or officer of the Company shall be conclusive evidence of their authority to act on behalf of the Company.

SCHEDULE "B"
REGULATORY APPROVALS

1. The conditional approval of the TSX Venture Exchange in respect of the Amalgamation and related transactions.

SCHEDULE "C"
REPRESENTATIONS AND WARRANTIES
OF NEXGEN

Capitalized terms used in this Schedule C and not otherwise defined shall have the meanings ascribed to such terms in the Amalgamation Agreement made December 31, 2012 between NexGen Energy Ltd. ("**NexGen**"), Clermont Capital Inc. ("**Clermont**") and 0957633 B.C. Ltd. to which this Schedule "C" is appended.

(a) **Organization and Qualification**. NexGen is a corporation existing under the Laws of its jurisdiction of incorporation or continuance and has all necessary corporate power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted. NexGen:

(i) has all Authorizations necessary to conduct its business substantially as now conducted, except where the failure to hold such Authorizations would not individually or in the aggregate have a Material Adverse Effect on NexGen; and

(ii) is duly registered or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary.

(b) **Authorized and Issued Capital**. The authorized share capital of NexGen consists of an unlimited number of NexGen Shares. As of the close of business on December 31, 2012, there are 62,643,687 issued and outstanding NexGen Shares, 4,057,016.5 NexGen Warrants and 2,000,000 NexGen Subscription Receipts. As of the close of business on December 31, 2012, other than as disclosed in the preceding sentence, and other than obligations under the Radio Option Agreement and/or the Mega Agreements, there are no options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by NexGen of any securities of NexGen, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of NexGen (including NexGen Shares). There are no outstanding bonds, debentures or other evidences of indebtedness of NexGen having the right to vote with the holders of the outstanding NexGen Shares on any matter. All outstanding NexGen Shares are validly issued, fully-paid and non-assessable shares in the capital of NexGen.

(c) **Corporate Authorization**. The execution and delivery of, and performance by NexGen of, this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been, or prior to the Effective Date will be, duly authorized by all necessary corporate action on the part of the NexGen Board and, subject to obtaining approval of the NexGen Shareholders' Resolution, no other corporate actions on the part of NexGen are necessary to authorize this Agreement or to complete the Amalgamation or any of the transactions otherwise contemplated hereby.

(d) **Execution and Binding Obligation**. This Agreement and each of the Ancillary Agreements to which NexGen is a party has been, or prior to the Effective Date will be, duly executed and delivered by NexGen and constitutes a legal, valid and binding agreement of NexGen enforceable against it in accordance with its respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other applicable Laws of general application

affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(e) **No Conflict**. The execution and delivery of and performance by NexGen of its obligations under this Agreement and each of the Ancillary Agreements to which it is a party, the completion of the transactions contemplated by this Agreement, and the performance of its obligations thereunder, do not and will not:

(i) constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents or articles;

(ii) require any consent or other action by any Person under, constitute or result in a breach or violation of, or conflict with or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any Contracts to which NexGen is a party or pursuant to which any of its assets or properties may be affected;

(iii) result in a breach of, or cause the termination or revocation of, any Authorization held by NexGen necessary to the operation of the business of NexGen; or

(iv) result in the violation of any applicable Law which would, individually or in the aggregate, have a Material Adverse Effect on NexGen.

(f) **Absence of Changes**. Since incorporation, other than in connection with the transactions contemplated in this Agreement, or in connection with the Mega Agreements, the NexGen Financing or the Radio Option Agreement, the business of NexGen has been conducted in the ordinary course of business consistent with past practice and there has not been any event, occurrence, development or state of circumstances or facts that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on NexGen.

(g) **Required Authorizations**. There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement, except the Regulatory Approvals.

(h) **Subsidiaries**. NexGen does not own any common shares or other securities of any Person.

(i) **NexGen Records**. The corporate records and minute books of NexGen have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of NexGen: (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice; and (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of NexGen.

(j) **Compliance with Laws**. NexGen has complied with all applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on NexGen.

(k) **Authorizations**. No material Authorizations are held by NexGen other than as disclosed in the NexGen Disclosure Letter. To the knowledge of NexGen, each of such Authorizations is currently in good standing, is valid and subsisting, and NexGen is not in violation or breach of any of the terms or provisions of such Authorizations, except where it would not have a Material

Adverse Effect on NexGen. In particular, without limiting the generality of the foregoing, NexGen has not received any compliance orders, citations, notices relating to non-compliance or alleged non-compliance, notice of proceedings relating to the revocation or adverse modification of any Authorizations, nor has any of them received notice of the revocation or cancellation of, or any intention to revoke or cancel, any Authorizations.

(l) **Operational Matters**. Except as would not reasonably be expected to have a Material Adverse Effect on NexGen:

(i) all rentals, payments and obligations, royalties, overriding royalty interests, and other payments due or payable on or prior to the date hereof under or with respect to the direct or indirect assets of NexGen have been properly and timely paid; and

(ii) all exploration and development activities conducted by NexGen in respect of the NexGen Property Rights have been conducted and operated in accordance with good industry practices and in compliance with all applicable Laws.

(m) **Litigation**. There is no claim, action, proceeding or investigation pending or in progress or, to the knowledge of NexGen, threatened against or relating to NexGen affecting any of its properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on NexGen.

(n) **Bankruptcy**. NexGen is not insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken by or against NexGen in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of NexGen to the knowledge of NexGen, is any threatened, or for the appointment of a trustee, receiver, manager or other administrator of NexGen or any of its properties or assets. NexGen has not sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or applicable bankruptcy legislation outside Canada.

(o) **Non-Arm's Length Transactions**. There are no current contracts, commitments, agreements, arrangements or other transactions between NexGen, on the one hand, and any officer or director of NexGen or any associate of any officer or director, on the other.

(p) **Material Contracts**. The NexGen Disclosure Letter sets forth a complete list of all the Material Contracts. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) NexGen is not in breach of or default under the terms of any Material Contract, and (ii) as of the date hereof, to the knowledge of NexGen, no other party to any Material Contract is in breach of or default under the terms of any such Material Contract and (iii) each Material Contract is a valid and binding obligation of NexGen and is in full force and effect.

(q) **Insurance**. NexGen maintains policies of insurance in force as of the date hereof naming NexGen as an insured, in amounts and in respect of such risks as are normal and usual for companies of a similar size and industry and such policies are in full force and effect as of the date hereof.

(r) **Employment Agreements**. NexGen is in compliance with all terms and conditions of employment and all applicable Laws respecting employment, including pay equity, wages, hours of work, overtime, human rights and occupational health and safety, and there are no outstanding

claims, complaints, investigations or orders under any such applicable Laws and to the knowledge of NexGen there is no basis for such claim.

(s) **Taxes**. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to NexGen, NexGen has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon.

(t) **No Broker's Commission**. Except in relation to the NexGen Brokered Placement, NexGen has not entered into any agreement that would entitle any Person to any valid claim against NexGen for a broker's commission, finder's fee or any like payment in respect of the Amalgamation or any other matter contemplated by this Agreement.

(u) **Mega Property Acquisition**. NexGen has completed the Mega Property Acquisition pursuant to the Mega Agreements.

(v) **NexGen Brokered Placement**. NexGen has completed the NexGen Brokered Placement.

SCHEDULE "D"
REPRESENTATIONS AND WARRANTIES
OF CLERMONT

Capitalized terms used in this Schedule "D" and not otherwise defined shall have the meanings ascribed to such terms in the Amalgamation Agreement made December 31, 2012 between NexGen Energy Ltd. ("**NexGen**"), Clermont Capital Inc. ("**Clermont**") and 0957633 B.C. Ltd. to which this Schedule "D" is appended.

(a) **Organization and Qualification of Clermont**. Clermont is a corporation existing under the Laws of its jurisdiction of incorporation or continuance and has all necessary corporate power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted. Clermont:

(i) has all Authorizations necessary to conduct its business substantially as now conducted or as intended to be conducted as disclosed in the Clermont Disclosure Documents, except where the failure to hold such Authorizations would not individually or in the aggregate have a Material Adverse Effect on Clermont; and

(ii) is duly registered or otherwise authorized and qualified to do business and is in good standing in each jurisdiction in which the character of its properties, owned, leased, licensed or otherwise held, or the nature of its activities makes such qualification necessary.

(b) **Organization and Qualification of Clermont Subco**. Clermont Subco is a corporation existing under the Laws of its jurisdiction of incorporation or continuance and has all necessary corporate power, authority and capacity to own its property and assets as now owned and to carry on its business as it is now being conducted.

(c) **Authorized and Issued Capital of Clermont**. The authorized share capital of Clermont consists of an unlimited number of Clermont Shares. As of the close of business on December 31, 2012, there are 15,800,001 issued and outstanding Clermont Shares. As of the close of business on December 31, 2012, there are no options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Clermont of any securities of Clermont, or any securities or obligations convertible into, or exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Clermont (including Clermont Shares), other than 1,880,000 options. Other than the Clermont Shares and the options referred to in the preceding sentence, there are no securities of Clermont outstanding. There are no outstanding contractual or other obligations of Clermont to repurchase, redeem or otherwise acquire any of its securities. There are no outstanding bonds, debentures or other evidences of indebtedness of Clermont having the right to vote with the holders of the outstanding Clermont Shares on any matter. All outstanding Clermont Shares are validly issued, fully-paid and non-assessable shares in the capital of Clermont.

(d) **Authorized and Issued Capital of Clermont Subco**. The authorized share capital of Clermont Subco consists of an unlimited number of Clermont Subco Shares. As of the close of business on December 31, 2012, there is one (1) issued and outstanding Clermont Subco Share, which is owned by Clermont. As of the close of business on December 31, 2012, there are no options, warrants, conversion privileges or other rights, shareholder rights plans, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) of any character whatsoever requiring or which may require the issuance, sale or transfer by Clermont Subco of any securities of Clermont Subco, or any securities or obligations convertible into, or

exchangeable or exercisable for, or otherwise evidencing a right or obligation to acquire, any securities of Clermont Subco (including Clermont Subco Shares). Other than the Clermont Subco Shares referred to in the preceding sentence, there are no securities of Clermont outstanding. All outstanding Clermont Subco Shares have been duly authorized and validly issued, are fully paid and non-assessable, and have been issued in compliance with applicable Law.

(e) **Corporate Authorization of Clermont**. The execution and delivery of, and performance by Clermont of, this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been, or prior to the Effective Date will be, duly authorized by all necessary corporate action on the part of the Clermont Board, and no other corporate actions on the part of Clermont are necessary to authorize this Agreement or to complete the Amalgamation or any of the transactions otherwise contemplated hereby. Except for the Regulatory Approvals and Clermont Shareholder Resolutions, no consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other Person is required to be obtained by Clermont in connection with the execution and delivery of this Agreement, each of the Ancillary Agreements or the consummation of the Amalgamation.

(f) **Corporate Authorization of Clermont Subco**. The execution and delivery of, and performance by Clermont Subco of, this Agreement and each of the Ancillary Agreements to which it is a party and the consummation of the transactions contemplated by them have been, or prior to the Effective Date will be, duly authorized by all necessary corporate action on the part of the board of directors of Clermont Subco, and Clermont, in its capacity as sole shareholder of Clermont Subco, respectively, and no other corporate actions on the part of Clermont Subco or Clermont, in its capacity as sole shareholder of Clermont Subco, are necessary to authorize this Agreement or to complete the Amalgamation or any of the transactions otherwise contemplated hereby.

(g) **Execution and Binding Obligation - Clermont**. This Agreement and each of the Ancillary Agreements to which Clermont is a party has been, or prior to the Effective Date will be, duly executed and delivered by Clermont and constitutes a legal, valid and binding agreement of Clermont enforceable against it in accordance with its respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other applicable Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(h) **Execution and Binding Obligation - Clermont Subco**. This Agreement and each of the Ancillary Agreements to which Clermont Subco is a party has been, or prior to the Effective Date will be, duly executed and delivered by Clermont Subco and constitutes a legal, valid and binding agreement of Clermont Subco enforceable against it in accordance with its respective terms subject only to any limitation under applicable Laws relating to (i) bankruptcy, winding-up, insolvency, arrangement, fraudulent preference and conveyance, assignment and preference and other applicable Laws of general application affecting the enforcement of creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies such as specific performance and injunction.

(i) **No Conflict - Clermont**. The execution and delivery of and performance by Clermont of its obligations under this Agreement and each of the Ancillary Agreements to which it is a party, the completion of the transactions contemplated by this Agreement, and the performance of its obligations thereunder, do not and will not:

(i) constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents or articles;

(ii) require any consent or other action by any Person under, constitute or result in a breach or violation of, or conflict with or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any Contracts to which Clermont is a party or pursuant to which any of its assets or properties may be affected;

(iii) result in a breach of, or cause the termination or revocation of, any Authorization held by Clermont necessary to the operation of the business of Clermont; or

(iv) result in the violation of any applicable Law which would, individually or in the aggregate, have a Material Adverse Effect on Clermont.

(j) **No Conflict - Clermont Subco**. The execution and delivery of and performance by Clermont Subco of its obligations under this Agreement and each of the Ancillary Agreements to which it is a party, the completion of the transactions contemplated by this Agreement or the Amalgamation, and the performance of its obligations thereunder, do not and will not:

(i) constitute or result in a violation or breach of, or conflict with, any of the terms or provisions of its constating documents or articles;

(ii) require any consent or other action by any Person under, constitute or result in a breach or violation of, or conflict with or, with or without notice or lapse of time or both, allow any Person to exercise any rights under, any of the terms or provisions of any Contracts to which Clermont Subco is a party or pursuant to which any of its assets or properties may be affected;

(iii) result in a breach of, or cause the termination or revocation of, any Authorization held by Clermont necessary to the operation of the business of Clermont Subco; or

(iv) result in the violation of any applicable Law which would, individually or in the aggregate, have a Material Adverse Effect on Clermont Subco.

(k) **Absence of Changes**. Since February 1, 2012, other than in connection with the transactions contemplated in this Agreement or as disclosed in the Clermont Disclosure Documents, the business of Clermont has been conducted in the ordinary course of business consistent with past practice and there has not been any event, occurrence, development or state of circumstances or facts that has had or would be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect on Clermont. Since their respective dates of incorporation, neither Clermont nor Clermont Subco has entered into a transaction of a nature material other than as disclosed in the Clermont Disclosure Documents.

(l) **Required Authorizations**. There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement, except the Regulatory Approvals.

(m) **Securities Laws Matters**. Clermont is a "reporting issuer" under applicable Securities Laws in each of British Columbia, Alberta and Ontario, and is not in default of any material requirements of any applicable Securities Laws in such jurisdictions or with the TSXV, on which the Clermont

Shares are listed for trading. No delisting, suspension of trading in or cease trading order with respect to the Clermont Shares is pending or, to the knowledge of Clermont, threatened. The documents comprising the Clermont Disclosure Documents did not at the respective times they were filed with Securities Authorities, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein not misleading in light of the circumstances under which they were made. Clermont has timely filed with the Securities Authorities all material forms, reports, schedules, statements and other documents required to be filed by the Company with the Securities Authorities since June 1, 2012. Clermont has not filed any confidential material change report which at the date hereof remains confidential.

(n) **TSXV Policies**. Clermont is in material compliance with all policies and requirements of the TSXV, including without limitation Policy 2.4 of the TSXV, and has not carried on any business or activities except as permitted thereby.

(o) **Subsidiaries - Clermont**. Other than the Clermont Subco Shares, Clermont does not own any common shares or other securities of any Person.

(p) **Subsidiaries - Clermont Subco**. Clermont Subco does not own any common shares or other securities of any Person.

(q) **Financial Statements**. The Clermont Financial Statements were prepared in accordance with IFRS, consistently applied, and fairly present in all material respects the financial condition of Clermont at the respective dates indicated and the results of operations of Clermont for the periods covered. Clermont does not have any liability, obligation or commitment (including, without limitation, liabilities; obligations or commitments to fund any operations or work or exploration program, to give any guarantees or for Taxes), whether accrued, absolute, contingent or otherwise, not reflected in the Clermont Financial Statements except liabilities and obligations incurred in the ordinary course.

(r) **Expenses and Obligations**. The only expenses and obligations incurred by Clermont since March 8, 2011, the date of its incorporation, were those related to general administrative expenses, expenses associated with its initial public offering and becoming and maintaining its status as a reporting issuer in the Canadian Jurisdictions, expenses related to investigating potential qualifying transactions and expenses associated with the transactions contemplated by this Agreement, and as at the date hereof the only expenses and obligations Clermont expects to incur from the date hereof until completion of the Amalgamation are general administrative expenses consistent with past practice and reasonable and customary expenses relating to the transactions contemplated herein.

(s) **Share Issuance**. Subject to applicable Canadian Securities Laws and the rules and policies of the TSXV, Clermont has the full and lawful right and authority to issue Clermont Common Shares to the NexGen Shareholders, in connection with the Amalgamation, and upon issuance such shares will be validly issued as fully paid and non-assessable common shares in the capital of Clermont free and clear of all Encumbrances.

(t) **Shareholder Approval**. To the best of Clermont's knowledge, none of the Non-Arm's Length Parties to Clermont (as defined for the purposes of the TSXV policies) have any direct or indirect interest in NexGen or its assets, or any other relationship which would result in the Amalgamation requiring approval by Clermont's shareholders under the policies of the TSXV.

(u) **Transfer Agent**. Computershare Trust Company of Canada has been duly appointed as the registrar and transfer agent of the Clermont Shares.

(v) **Clermont Records**. The corporate records and minute books of Clermont have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects. Financial books and records and accounts of Clermont: (i) have been maintained in accordance with good business practices on a basis consistent with prior years and past practice; (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Clermont; and (iii) accurately and fairly reflect the basis for the Clermont the Financial Statements.

(w) **Clermont Subco Records**. The corporate records and minute books of Clermont Subco have been maintained in accordance with all applicable Laws and are complete and accurate in all material respects.

(x) **Compliance with Laws - Clermont**. Clermont has complied with all applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on Clermont and Clermont Subco.

(y) **Compliance with Laws - Clermont Subco**. Clermont Subco has complied with all applicable Laws, orders, judgments and decrees other than any non-compliance which would, individually or in the aggregate, not have a Material Adverse Effect on Clermont Subco.

(z) **Authorizations**. No material Authorizations are held by Clermont or Clermont Subco.

(aa) **Assets**. Other than with respect to cash funds, neither Clermont nor Clermont Subco own or have any interest in any asset, property or Contract, and neither carries on any active business.

(bb) **Litigation**. There is no claim, action, proceeding or investigation pending or in progress or, to the knowledge of Clermont, threatened against or relating to Clermont or Clermont Subco affecting any of their respective properties or assets before any Governmental Entity which individually or in the aggregate has, or could reasonably be expected to have, a Material Adverse Effect on Clermont or Clermont Subco.

(cc) **Bankruptcy**. Neither Clermont nor Clermont Subco is insolvent within the meaning of applicable bankruptcy, insolvency or fraudulent conveyance laws. No act or proceeding has been taken by or against Clermont or Clermont Subco in connection with the dissolution, liquidation, winding up, bankruptcy or reorganization of Clermont or Clermont Subco, nor, to the knowledge of Clermont, is any threatened, or for the appointment of a trustee, receiver, manager or other administrator of Clermont or Clermont Subco or any of their properties or assets. Neither Clermont nor Clermont Subco has sought protection under the *Bankruptcy and Insolvency Act* (Canada) or the *Company Creditors Arrangement Act* (Canada) or applicable bankruptcy legislation outside Canada.

(dd) **Certain Contracts**. Neither Clermont nor Clermont Subco is a party to or bound by any non-competition agreement or any other agreement, obligation, judgment, injunction, order or decree that purports to (i) limit the manner or the localities in which any portion of the business of Clermont or Clermont Subco is conducted, (ii) limit any business practice of Clermont or Clermont Subco, or (iii) restrict any acquisition or disposition of any property by Clermont or Clermont Subco.

(ee) **Non-Arm's Length Transactions**. There are no current contracts, commitments, agreements, arrangements or other transactions between Clermont or Clermont Subco, on the one hand, and any officer or director of Clermont or Clermont Subco or any associate of any such officer or director, on the other.

(ff) **Material Contracts**. The Clermont Disclosure Documents sets forth a complete list of all the Material Contracts to which Clermont or Clermont Subco is a party. Except as would not be reasonably expected to have, individually or in the aggregate, a Material Adverse Effect, (i) neither Clermont nor Clermont Subco is in breach of or default under the terms of any Material Contract, (ii) as of the date hereof, to the knowledge of Clermont, no other party to any Material Contract is in breach of or default under the terms of any such Material Contract and (iii) each Material Contract is a valid and binding obligation of Clermont or Clermont Subco, as the case may be, and is in full force and effect.

(gg) **Insurance**. Clermont has no policies of insurance in force.

(hh) **Employment Agreements**. Neither Clermont nor Clermont Subco has any written employment contract or arrangement with its respective employees.

(ii) **Clermont Employee Plans**. Neither Clermont nor Clermont Subco has any employee benefit, fringe benefit, supplemental unemployment benefit, bonus, incentive, profit sharing, termination, change of control, pension, retirement, savings, stock option, stock purchase, stock appreciation, health, welfare, medical, dental, disability, life insurance, or similar plans, programmes, arrangements or practices relating to the current or former employees, officers or directors of Clermont or Clermont Subco, whether written or oral, funded or unfunded, insured or self-insured, registered or unregistered under which Clermont or Clermont Subco may have any liability, contingent or otherwise.

(jj) **Taxes**. Except as would not, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect with respect to Clermont or Clermont Subco, each of Clermont and Clermont Subco has duly and timely made or prepared all Tax Returns required to be made or prepared by it, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Entity and has, in all material respects, completely and correctly reported all income and all other amounts or information required to be reported thereon.

(kk) **No Broker's Commission**. Neither Clermont nor Clermont Subco has entered into any agreement that would entitle any Person to any valid claim against Clermont or Clermont Subco for a broker's commission, finder's fee or any like payment in respect of the Amalgamation or any other matter contemplated by this Agreement.

(ll) **Confidentiality Agreements**. Neither Clermont nor Clermont Subco has waived the standstill or other provisions of any confidentiality or standstill Contracts with another Person.

(mm) **Right of First Refusal**. Except as set out in the Clermont Disclosure Letter, there are no back-in rights, earn-in rights, purchase options, rights of first refusal or similar provisions or rights which would be triggered in connection with the execution and delivery of this Agreement, any of the Ancillary Agreements or the consummation of the Amalgamation, or in connection with any future equity financing or other transaction entered into by Clermont.

SCHEDULE "E"
AMALGAMATION APPLICATION

BRITISH COLUMBIA
The Best Place on Earth

Ministry of Finance
BC Registry Services

Mailing Address:
PO Box 9431 Stn Prov Govt
Victoria BC V8W 9V3
Location:
2nd Floor – 940 Blanshard Street
Victoria BC
www.fin.gov.bc.ca/registries

Telephone: 250 356-8626

AMALGAMATION APPLICATION

FORM 13 – BC COMPANY

Section 275 *Business Corporations Act*

DO NOT MAIL THIS FORM to the BC Registry Services unless you are instructed to do so by registry staff. The Regulation under the *Business Corporations Act* requires the electronic version of this form to be filed on the Internet at www.corporateonline.gov.bc.ca

Freedom of Information and Protection of Privacy Act (FOIPPA): Personal information provided on this form is collected, used and disclosed under the authority of the *FOIPPA* and the *Business Corporations Act* for the purposes of assessment. Questions regarding the collection, use and disclosure of personal information can be directed to the Executive Coordinator of the BC Registry Services at 250 356-1198, PO Box 9431 Stn Prov Govt, Victoria BC V8W 9V3.

A INITIAL INFORMATION – *When the amalgamation is complete, your company will be a BC limited company.*

What kind of company(ies) will be involved in this amalgamation?
(Check all applicable boxes.)

☑ BC company

☐ BC unlimited liability company

B NAME OF COMPANY – *Choose **one** of the following:*

☑ The name NEXGEN URANIUM LTD. is the name reserved for the amalgamated company. The name reservation number is: _____ ,

OR

☐ The company is to be amalgamated with a name created by adding "B.C. Ltd." after the incorporation number,

OR

☐ The amalgamated company is to adopt, as its name, the name of one of the amalgamating companies.

The name of the amalgamating company being adopted is:

_____

The incorporation number of that company is: _____

Please note: If you want the name of an amalgamating corporation that is a foreign corporation, you must obtain a name approval before completing this amalgamation application.

C AMALGAMATION STATEMENT – *Please indicate the statement applicable to this amalgamation.*

☐ **With Court Approval:**
This amalgamation has been approved by the court and a copy of the entered court order approving the amalgamation has been obtained and has been deposited in the records office of each of the amalgamating companies.

OR

☑ **Without Court Approval:**
This amalgamation has been effected without court approval. A copy of all of the required affidavits under section 277(1) have been obtained and the affidavit obtained from each amalgamating company has been deposited in that company's records office.

D AMALGAMATION EFFECTIVE DATE – *Choose **one** of the following:*

☑ The amalgamation is to take effect at the time that this application is filed with the registrar.

☐ The amalgamation is to take effect at 12:01a.m. Pacific Time on YYYY / MM / DD being a date that is not more than ten days after the date of the filing of this application.

☐ The amalgamation is to take effect at _____ ☐ a.m. or ☐ p.m. Pacific Time on YYYY / MM / DD being a date and time that is not more than ten days after the date of the filing of this application.

E AMALGAMATING CORPORATIONS

Enter the name of each amalgamating corporation below. For each company, enter the incorporation number. If the amalgamating corporation is a foreign corporation, enter the foreign corporation's jurisdiction and if registered in BC as an extraprovincial company, enter the extraprovincial company's registration number. Attach an additional sheet if more space is required.

NAME OF AMALGAMATING CORPORATION	BC INCORPORATION NUMBER, OR EXTRAPROVINCIAL REGISTRATION NUMBER IN BC	FOREIGN CORPORATION'S JURISDICTION
1. 0957633 B.C. LTD.	BC0957633	
2. NEXGEN ENERGY LTD.	BC0928225	
3.		
4.		
5.		

F FORMALITIES TO AMALGAMATION

If any amalgamating corporation is a foreign corporation, section 275 (1)(b) requires an authorization for the amalgamation from the foreign corporation's jurisdiction to be filed.

☐ This is to confirm that each authorization for the amalgamation required under section 275(1)(b) is being submitted for filing concurrently with this application.

G CERTIFIED CORRECT – I have read this form and found it to be correct.

This form must be signed by an authorized signing authority for each of the amalgamating companies as set out in Item E.

NAME OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	SIGNATURE OF AUTHORIZED SIGNING AUTHORITY FOR THE AMALGAMATING CORPORATION	DATE SIGNED YYYY / MM / DD
1. ARLEN HANSEN	X	
2. LEIGH CURYER	X	
3.	X	
4.	X	
5.	X	

NOTICE OF ARTICLES

A NAME OF COMPANY

Set out the name of the company as set out in Item B of the Amalgamation Application.

NEXGEN URANIUM LTD.

B TRANSLATION OF COMPANY NAME

Set out every translation of the company name that the company intends to use outside of Canada.

NONE

C DIRECTOR NAME(S) AND ADDRESS(ES)

Set out the full name, delivery address and mailing address (if different) of every director of the company. The director may select to provide either (a) the delivery address and, if different, the mailing address for the office at which the individual can usually be served with records between 9 a.m. and 4 p.m. on business days or (b) the delivery address and, if different, the mailing address of the individual's residence. The delivery address must not be a post office box. Attach an additional sheet if more space is required.

LAST NAME	FIRST NAME	MIDDLE NAME
BOGDEN	GORDON	

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS			
MAILING ADDRESS			

LAST NAME	FIRST NAME	MIDDLE NAME
CURYER	LEIGH	

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS			
MAILING ADDRESS			

LAST NAME	FIRST NAME	MIDDLE NAME
MCFADDEN	CHRIS	

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS			
MAILING ADDRESS			

LAST NAME	FIRST NAME	MIDDLE NAME

	PROVINCE/STATE	COUNTRY	POSTAL CODE/ZIP CODE
DELIVERY ADDRESS			
MAILING ADDRESS			

D REGISTERED OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S REGISTERED OFFICE	PROVINCE	POSTAL CODE
SUITE 2200 - 885 WEST GEORGIA STREET, VANCOUVER	BC	V6C 3E8
MAILING ADDRESS OF THE COMPANY'S REGISTERED OFFICE	**PROVINCE**	**POSTAL CODE**
SAME AS ABOVE	BC	

E RECORDS OFFICE ADDRESSES

DELIVERY ADDRESS OF THE COMPANY'S RECORDS OFFICE	PROVINCE	POSTAL CODE
SUITE 2200 - 885 WEST GEORGIA STREET, VANCOUVER	BC	V6C 3E8
MAILING ADDRESS OF THE COMPANY'S RECORDS OFFICE	**PROVINCE**	**POSTAL CODE**
SAME AS ABOVE	BC	

F AUTHORIZED SHARE STRUCTURE

Identifying name of class or series of shares	Maximum number of shares of this class or series of shares that the company is authorized to issue, or indicate there is no maximum number.		Kind of shares of this class or series of shares.			Are there special rights or restrictions attached to the shares of this class or series of shares?	
	THERE IS NO MAXIMUM (✔)	MAXIMUM NUMBER OF SHARES AUTHORIZED	WITHOUT PAR VALUE (✔)	WITH A PAR VALUE OF ($)	Type of currency	YES (✔)	NO (✔)
COMMON	✔		✔			✔	

SCHEDULE "F"
ARTICLES OF AMALCO

Incorporation number: _____

Amalco (the "Company")

ARTICLES

1. INTERPRETATION

1.1. Definitions

In these Articles, unless the context otherwise requires:

(1) "board of directors", "directors" and "board" mean the directors or sole director of the Company for the time being;

(2) "Business Corporations Act" means the *Business Corporations Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(3) "Interpretation Act" means the *Interpretation Act* (British Columbia) from time to time in force and all amendments thereto and includes all regulations and amendments thereto made pursuant to that Act;

(4) "legal personal representative" means the personal or other legal representative of a shareholder;

(5) "registered address" of a shareholder means the shareholder's address as recorded in the central securities register;

(6) "seal" means the seal of the Company, if any.

1.2. Business Corporations Act and Interpretation Act Definitions Applicable

The definitions in the Business Corporations Act and the definitions and rules of construction in the Interpretation Act, with the necessary changes, so far as applicable, and unless the context requires otherwise, apply to these Articles as if they were an enactment. If there is a conflict between a definition in the Business Corporations Act and a definition or rule in the Interpretation Act relating to a term used in these Articles, the definition in the Business Corporations Act will prevail in relation to the use of the term in these Articles. If there is a conflict or inconsistency between these Articles and the Business Corporations Act, the Business Corporations Act will prevail.

2. SHARES AND SHARE CERTIFICATES

2.1. Authorized Share Structure

The authorized share structure of the Company consists of shares of the class or classes and series, if any, described in the Notice of Articles of the Company.

2.2. Form of Share Certificate

Each share certificate issued by the Company must comply with, and be signed as required by, the Business Corporations Act.

2.3. Shareholder Entitled to Certificate or Acknowledgement

Each shareholder is entitled, without charge, to (a) one share certificate representing the shares of each class or series of shares registered in the shareholder's name or (b) a non-transferable written acknowledgement of the shareholder's right to obtain such a share certificate, provided that in respect of a share held jointly by several persons, the Company is not bound to issue more than one share certificate or acknowledgement and delivery of a share certificate or an acknowledgement to one of several joint shareholders or to a duly authorized agent of one of the joint shareholders will be sufficient delivery to all.

2.4. Delivery by Mail

Any share certificate or non-transferable written acknowledgement of a shareholder's right to obtain a share certificate may be sent to the shareholder by mail at the shareholder's registered address and neither the Company nor any director, officer or agent of the Company is liable for any loss to the shareholder because the share certificate or acknowledgement is lost in the mail or stolen.

2.5. Replacement of Worn Out or Defaced Certificate or Acknowledgement

If the directors are satisfied that a share certificate or a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate is worn out or defaced, they must, on production to them of the share certificate or acknowledgement, as the case may be, and on such other terms, if any, as they think fit:

(1) order the share certificate or acknowledgement, as the case may be, to be cancelled; and

(2) issue a replacement share certificate or acknowledgement, as the case may be.

2.6. Replacement of Lost, Stolen or Destroyed Certificate or Acknowledgement

If a share certificate or a non-transferable written acknowledgement of a shareholder's right to obtain a share certificate is lost, stolen or destroyed, a replacement share certificate or acknowledgement, as the case may be, must be issued to the person entitled to that share certificate or acknowledgement, as the case may be, if the directors receive:

(1) proof satisfactory to them that the share certificate or acknowledgement is lost, stolen or destroyed; and

(2) any indemnity the directors consider adequate.

2.7. Splitting Share Certificates

If a shareholder surrenders a share certificate to the Company with a written request that the Company issue in the shareholder's name two or more share certificates, each representing a specified number of shares and in the aggregate representing the same number of shares as the share certificate so surrendered, the Company must cancel the surrendered share certificate and issue replacement share certificates in accordance with that request.

2.8. Certificate Fee

There must be paid to the Company, in relation to the issue of any share certificate under Articles 2.5, 2.6 or 2.7, the amount, if any and which must not exceed the amount prescribed under the Business Corporations Act, determined by the directors.

2.9. Recognition of Trusts

Except as required by law or statute or these Articles, no person will be recognized by the Company as holding any share upon any trust, and the Company is not bound by or compelled in any way to recognize (even when having notice thereof) any equitable, contingent, future or partial interest in any share or fraction of a share or (except as required by law or statute or these Articles or as ordered by a court of competent jurisdiction) any other rights in respect of any share except an absolute right to the entirety thereof in the shareholder.

3. ISSUE OF SHARES

3.1. Directors Authorized

Subject to the Business Corporations Act and the rights, if any, of the holders of issued shares of the Company, the Company may allot, issue, sell or otherwise dispose of the unissued shares, and issued shares held by the Company, at the times, to the persons, including directors, in the manner, on the terms and conditions and for the issue prices (including any premium at which shares with par value may be issued) that the directors may determine. The issue price for a share with par value must be equal to or greater than the par value of the share.

3.2. Commissions and Discounts

The Company may at any time pay a reasonable commission or allow a reasonable discount to any person in consideration of that person purchasing or agreeing to purchase shares of the Company from the Company or any other person or procuring or agreeing to procure purchasers for shares of the Company.

3.3. Brokerage

The Company may pay such brokerage fee or other consideration as may be lawful for or in connection with the sale or placement of its securities.

3.4. Conditions of Issue

Except as provided for by the Business Corporations Act, no share may be issued until it is fully paid. A share is fully paid when:

(1) consideration is provided to the Company for the issue of the share by one or more of the following:

(a) past services performed for the Company;

(b) property;

(c) money; and

(2) the value of the consideration received by the Company equals or exceeds the issue price set for the share under Article 3.1.

3.5. Share Purchase Warrants and Rights

Subject to the Business Corporations Act, the Company may issue share purchase warrants, options and rights upon such terms and conditions as the directors determine, which share purchase warrants, options and rights may be issued alone or in conjunction with debentures, debenture stock, bonds, shares or any other securities issued or created by the Company from time to time.

4. SHARE REGISTERS

4.1. Central Securities Register

As required by and subject to the Business Corporations Act, the Company must maintain in British Columbia a central securities register. The directors may, subject to the Business Corporations Act, appoint an agent to maintain the central securities register. The directors may also appoint one or more agents, including the agent which keeps the central securities register, as transfer agent for its shares or any class or series of its shares, as the case may be, and the same or another agent as registrar for its shares or such class or series of its shares, as the case may be. The directors may terminate such appointment of any agent at any time and may appoint another agent in its place.

4.2. Closing Register

The Company must not at any time close its central securities register.

5. SHARE TRANSFERS

5.1. Registering Transfers

A transfer of a share of the Company must not be registered unless the Company or the transfer agent or registrar for the class or series of share to be transferred has received:

(1) a duly signed instrument of transfer in respect of the share;

(2) if a share certificate has been issued by the Company in respect of the share to be transferred, that share certificate;

(3) if a non-transferable written acknowledgement of the shareholder's right to obtain a share certificate has been issued by the Company in respect of the share to be transferred, that acknowledgement; and

(4) such other evidence, if any, as the Company or the transfer agent or registrar for the class or series of share to be transferred may require to prove the title of the transferor or the transferor's right to transfer the share, the due signing of the instrument of transfer and the right of the transferee to have the transfer registered.

5.2. Form of Instrument of Transfer

The instrument of transfer in respect of any share of the Company must be either in the form, if any, on the back of the Company's share certificates or in any other form that may be approved by the directors from time to time.

5.3. Transferor Remains Shareholder

Except to the extent that the Business Corporations Act otherwise provides, the transferor of shares is deemed to remain the holder of the shares until the name of the transferee is entered in a securities register of the Company in respect of the transfer.

5.4. Signing of Instrument of Transfer

If a shareholder, or his or her duly authorized attorney, signs an instrument of transfer in respect of shares registered in the name of the shareholder, the signed instrument of transfer constitutes a complete and sufficient authority to the Company and its directors, officers and agents to register the number of shares specified in the instrument of transfer or specified in any other manner, or, if no number is specified, all the shares represented by the share certificates or set out in the written acknowledgements deposited with the instrument of transfer:

(1) in the name of the person named as transferee in that instrument of transfer; or

(2) if no person is named as transferee in that instrument of transfer, in the name of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered.

5.5. Enquiry as to Title Not Required

Neither the Company nor any director, officer or agent of the Company is bound to inquire into the title of the person named in the instrument of transfer as transferee or, if no person is named as transferee in the instrument of transfer, of the person on whose behalf the instrument is deposited for the purpose of having the transfer registered or is

liable for any claim related to registering the transfer by the shareholder or by any intermediate owner or holder of the shares, of any interest in the shares, of any share certificate representing such shares or of any written acknowledgement of a right to obtain a share certificate for such shares.

5.6. Transfer Fee

There must be paid to the Company, in relation to the registration of any transfer, the amount, if any, determined by the directors.

6. TRANSMISSION OF SHARES

6.1. Legal Personal Representative Recognized on Death

In case of the death of a shareholder, the legal personal representative of the shareholder, or in the case of shares registered in the shareholder's name and the name of another person in joint tenancy, the surviving joint holder, will be the only person recognized by the Company as having any title to the shareholder’s interest in the shares. Before recognizing a person as a legal personal representative of a shareholder, the directors may require proof of appointment by a court of competent jurisdiction, a grant of letters probate, letters of administration or such other evidence or documents as the directors consider appropriate.

6.2. Rights of Legal Personal Representative

The legal personal representative of a shareholder has the same rights, privileges and obligations that attach to the shares held by the shareholder, including the right to transfer the shares in accordance with these Articles, provided the documents required by the Business Corporations Act and the directors have been deposited with the Company. This Article 6.2 does not apply in the case of the death of a shareholder with respect to shares registered in the shareholder's name and the name of another person in joint tenancy.

7. PURCHASE OF SHARES

7.1. Company Authorized to Purchase Shares

Subject to Article 7.2, the special rights and restrictions attached to the shares of any class or series and the Business Corporations Act, the Company may, if authorized by the directors, purchase or otherwise acquire any of its shares at the price and upon the terms determined by the directors.

7.2. Purchase When Insolvent

The Company must not make a payment or provide any other consideration to purchase or otherwise acquire any of its shares if there are reasonable grounds for believing that:

(1) the Company is insolvent; or

(2) making the payment or providing the consideration would render the Company insolvent.

7.3. Sale and Voting of Purchased Shares

If the Company retains a share redeemed, purchased or otherwise acquired by it, the Company may sell, gift or otherwise dispose of the share, but, while such share is held by the Company, it:

(1) is not entitled to vote the share at a meeting of its shareholders;

(2) must not pay a dividend in respect of the share; and

(3) must not make any other distribution in respect of the share.

8. BORROWING POWERS

The Company, if authorized by the directors, may:

(1) borrow money in the manner and amount, on the security, from the sources and on the terms and conditions that they consider appropriate;

(2) issue bonds, debentures and other debt obligations either outright or as security for any liability or obligation of the Company or any other person and at such discounts or premiums and on such other terms as they consider appropriate;

(3) guarantee the repayment of money by any other person or the performance of any obligation of any other person; and

(4) mortgage, charge, whether by way of specific or floating charge, grant a security interest in, or give other security on, the whole or any part of the present and future assets and undertaking of the Company.

9. ALTERATIONS

9.1. Alteration of Authorized Share Structure

Subject to Article 9.2 and the Business Corporations Act, the Company may by special resolution:

(1) create one or more classes or series of shares or, if none of the shares of a class or series of shares are allotted or issued, eliminate that class or series of shares;

(2) increase, reduce or eliminate the maximum number of shares that the Company is authorized to issue out of any class or series of shares or establish a maximum number of shares that the Company is authorized to issue out of any class or series of shares for which no maximum is established;

(3) subdivide or consolidate all or any of its unissued, or fully paid issued, shares;

(4) if the Company is authorized to issue shares of a class of shares with par value:

(a) decrease the par value of those shares; or

(b) if none of the shares of that class of shares are allotted or issued, increase the par value of those shares;

(5) change all or any of its unissued, or fully paid issued, shares with par value into shares without par value or any of its unissued shares without par value into shares with par value;

(6) alter the identifying name of any of its shares; or

(7) otherwise alter its shares or authorized share structure when required or permitted to do so by the Business Corporations Act;

and, if applicable, alter its Notice of Articles and, if applicable, its Articles, accordingly.

9.2. Special Rights and Restrictions

Subject to the Business Corporations Act, the Company may by special resolution:

(1) create special rights or restrictions for, and attach those special rights or restrictions to, the shares of any class or series of shares, whether or not any or all of those shares have been issued; or

(2) vary or delete any special rights or restrictions attached to the shares of any class or series of shares, whether or not any or all of those shares have been issued;

and alter its Articles and Notice of Articles accordingly.

9.3. Change of Name

The Company may by special resolution authorize an alteration of its Notice of Articles in order to change its name and may by ordinary resolution or directors' resolution adopt or change any translation of that name.

9.4. Other Alterations

If the Business Corporations Act does not specify the type of resolution and these Articles do not specify another type of resolution, the Company may by special resolution alter these Articles.

10. MEETINGS OF SHAREHOLDERS

10.1. Annual General Meetings

Unless an annual general meeting is deferred or waived in accordance with the Business Corporations Act, the Company must hold its first annual general meeting

within 18 months after the date on which it was incorporated or otherwise recognized, and after that must hold an annual general meeting at least once in each calendar year and not more than 15 months after the last annual reference date at such time and place as may be determined by the directors.

10.2. Resolution Instead of Annual General Meeting

If all the shareholders who are entitled to vote at an annual general meeting consent by a unanimous resolution to all of the business that is required to be transacted at that annual general meeting, the annual general meeting is deemed to have been held on the date of the unanimous resolution. The shareholders must, in any unanimous resolution passed under this Article 10.2, select as the Company's annual reference date a date that would be appropriate for the holding of the applicable annual general meeting.

10.3. Calling and Location of Meetings of Shareholders

The directors may, at any time, call a meeting of shareholders. The location of a meeting of shareholders shall be determined by the directors and may be within or outside British Columbia.

10.4. Notice for Meetings of Shareholders

The Company must send notice of the date, time and location of any meeting of shareholders (including, without limitation, any notice specifying the intention to propose a resolution as an exceptional resolution, a special resolution or a special separate resolution, and any notice to consider approving an amalgamation into a foreign jurisdiction, an arrangement or the adoption of an amalgamation agreement, and any notice of a general meeting, class meeting or series meeting), in the manner provided in these Articles, or in such other manner, if any, as may be prescribed by ordinary resolution (whether previous notice of the resolution has been given or not), to each shareholder entitled to attend the meeting, to each director and to the auditor of the Company, unless these Articles otherwise provide, at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

10.5. Record Date for Notice

The directors may set a date as the record date for the purpose of determining shareholders entitled to notice of any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Business Corporations Act, by more than four months. The record date must not precede the date on which the meeting is held by fewer than:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.6. Record Date for Voting

The directors may set a date as the record date for the purpose of determining shareholders entitled to vote at any meeting of shareholders. The record date must not precede the date on which the meeting is to be held by more than two months or, in the case of a general meeting requisitioned by shareholders under the Business Corporations Act, by more than four months. If no record date is set, the record date is 5 p.m. on the day immediately preceding the first date on which the notice is sent or, if no notice is sent, the beginning of the meeting.

10.7. Failure to Give Notice and Waiver of Notice

The accidental omission to send notice of any meeting of shareholders to, or the non-receipt of any notice by, any of the persons entitled to notice does not invalidate any proceedings at that meeting. Any person entitled to notice of a meeting of shareholders may, in writing or otherwise, waive that entitlement or may agree to reduce the period of that notice. Attendance of a person at a meeting of shareholders is a waiver of entitlement to notice of the meeting, unless that person attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

10.8. Notice of Special Business at Meetings of Shareholders

If a meeting of shareholders is to consider special business within the meaning of Article 11.1, the notice of meeting must:

(1) state the general nature of the special business; and

(2) if the special business includes considering, approving, ratifying, adopting or authorizing any document or the signing of or giving of effect to any document, have attached to it a copy of the document or state that a copy of the document will be available for inspection by shareholders:

    (a) at the Company's records office, or at such other reasonably accessible location in British Columbia as is specified in the notice; and

    (b) during statutory business hours on any one or more specified days before the day set for the holding of the meeting.

10.9. Notice of Dissent Rights

The Company must send to each of its shareholders, whether or not their shares carry the right to vote, a notice of any meeting of shareholders at which a resolution entitling

shareholders to dissent is to be considered specifying the date of the meeting and containing a statement advising of the right to send a notice of dissent together with a copy of the proposed resolution at least the following number of days before the meeting:

(1) if and for so long as the Company is a public company, 21 days;

(2) otherwise, 10 days.

11. PROCEEDINGS AT MEETINGS OF SHAREHOLDERS

11.1. Special Business

At a meeting of shareholders, the following business is special business:

(1) at a meeting of shareholders that is not an annual general meeting, all business is special business except business relating to the conduct of or voting at the meeting;

(2) at an annual general meeting, all business is special business except for the following:

(a) business relating to the conduct of or voting at the meeting;

(b) consideration of any financial statements of the Company presented to the meeting;

(c) consideration of any reports of the directors or auditor;

(d) the setting or changing of the number of directors;

(e) the election or appointment of directors;

(f) the appointment of an auditor;

(g) the setting of the remuneration of an auditor;

(h) business arising out of a report of the directors not requiring the passing of a special resolution or an exceptional resolution;

(i) any other business which, under these Articles or the Business Corporations Act, may be transacted at a meeting of shareholders without prior notice of the business being given to the shareholders.

11.2. Special Majority

The majority of votes required for the Company to pass a special resolution at a general meeting of shareholders is two-thirds of the votes cast on the resolution.

11.3. Quorum

Subject to the special rights and restrictions attached to the shares of any class or series of shares and to Article 11.4, the quorum for the transaction of business at a meeting of shareholders is two persons who are, or who represent by proxy, shareholders who, in the aggregate, hold at least 5% of the issued shares entitled to be voted at the meeting.

11.4. One Shareholder May Constitute Quorum

If there is only one shareholder entitled to vote at a meeting of shareholders:

(1) the quorum is one person who is, or who represents by proxy, that shareholder, and

(2) that shareholder, present in person or by proxy, may constitute the meeting.

11.5. Persons Entitled to Attend Meeting

In addition to those persons who are entitled to vote at a meeting of shareholders, the only other persons entitled to be present at the meeting are the directors, the president (if any), the secretary (if any), the assistant secretary (if any), any lawyer for the Company, the auditor of the Company, any persons invited to be present at the meeting by the directors or by the chair of the meeting and any persons entitled or required under the Business Corporations Act or these Articles to be present at the meeting; but if any of those persons does attend the meeting, that person is not to be counted in the quorum and is not entitled to vote at the meeting unless that person is a shareholder or proxy holder entitled to vote at the meeting.

11.6. Requirement of Quorum

No business, other than the election of a chair of the meeting and the adjournment of the meeting, may be transacted at any meeting of shareholders unless a quorum of shareholders entitled to vote is present at the commencement of the meeting, but such quorum need not be present throughout the meeting.

11.7. Lack of Quorum

If, within one-half hour from the time set for the holding of a meeting of shareholders, a quorum is not present:

(1) in the case of a general meeting requisitioned by shareholders, the meeting is dissolved, and

(2) in the case of any other meeting of shareholders, the meeting stands adjourned to the same day in the next week at the same time and place.

11.8. Lack of Quorum at Succeeding Meeting

If, at the meeting to which the meeting referred to in Article 11.7(2) was adjourned, a quorum is not present within one-half hour from the time set for the holding of the meeting, the person or persons present and being, or representing by proxy, one or more shareholders entitled to attend and vote at the meeting constitute a quorum.

11.9. Chair

The following individual is entitled to preside as chair at a meeting of shareholders:

(1) the chair of the board, if any; or

(2) if the chair of the board is absent or unwilling to act as chair of the meeting, the president, if any.

11.10. Selection of Alternate Chair

If, at any meeting of shareholders, there is no chair of the board or president present within 15 minutes after the time set for holding the meeting, or if the chair of the board and the president are unwilling to act as chair of the meeting, or if the chair of the board and the president have advised the secretary, if any, or any director present at the meeting, that they will not be present at the meeting, the directors present must choose one of their number to be chair of the meeting or if all of the directors present decline to take the chair or fail to so choose or if no director is present, the shareholders entitled to vote at the meeting who are present in person or by proxy may choose any person present at the meeting to chair the meeting.

11.11. Adjournments

The chair of a meeting of shareholders may, and if so directed by the meeting must, adjourn the meeting from time to time and from place to place, but no business may be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

11.12. Notice of Adjourned Meeting

It is not necessary to give any notice of an adjourned meeting of shareholders or of the business to be transacted at an adjourned meeting of shareholders except that, when a meeting is adjourned for 30 days or more, notice of the adjourned meeting must be given as in the case of the original meeting.

11.13. Decisions by Show of Hands or Poll

Subject to the Business Corporations Act, every motion put to a vote at a meeting of shareholders will be decided on a show of hands unless a poll, before or on the declaration of the result of the vote by show of hands, is directed by the chair or demanded by any shareholder entitled to vote who is present in person or by proxy.

11.14. Declaration of Result

The chair of a meeting of shareholders must declare to the meeting the decision on every question in accordance with the result of the show of hands or the poll, as the case may be, and that decision must be entered in the minutes of the meeting. A declaration of the chair that a resolution is carried by the necessary majority or is defeated is, unless a poll is directed by the chair or demanded under Article 11.13, conclusive evidence without proof of the number or proportion of the votes recorded in favour of or against the resolution.

11.15. Motion Need Not be Seconded

No motion proposed at a meeting of shareholders need be seconded unless the chair of the meeting rules otherwise, and the chair of any meeting of shareholders is entitled to propose or second a motion.

11.16. Casting Vote

In case of an equality of votes, the chair of a meeting of shareholders does not, either on a show of hands or on a poll, have a second or casting vote in addition to the vote or votes to which the chair may be entitled as a shareholder.

11.17. Manner of Taking Poll

Subject to Article 11.18, if a poll is duly demanded at a meeting of shareholders:

(1) the poll must be taken:

(a) at the meeting, or within seven days after the date of the meeting, as the chair of the meeting directs; and

(b) in the manner, at the time and at the place that the chair of the meeting directs;

(2) the result of the poll is deemed to be the decision of the meeting at which the poll is demanded; and

(3) the demand for the poll may be withdrawn by the person who demanded it.

11.18. Demand for Poll on Adjournment

A poll demanded at a meeting of shareholders on a question of adjournment must be taken immediately at the meeting.

11.19. Chair Must Resolve Dispute

In the case of any dispute as to the admission or rejection of a vote given on a poll, the chair of the meeting must determine the dispute, and his or her determination made in good faith is final and conclusive.

11.20. Casting of Votes

On a poll, a shareholder entitled to more than one vote need not cast all the votes in the same way.

11.21. No Demand for Poll on Election of Chair

No poll may be demanded in respect of the vote by which a chair of a meeting of shareholders is elected.

11.22. Demand for Poll Not to Prevent Continuance of Meeting

The demand for a poll at a meeting of shareholders does not, unless the chair of the meeting so rules, prevent the continuation of a meeting for the transaction of any business other than the question on which a poll has been demanded.

11.23. Retention of Ballots and Proxies

The Company must, for at least three months after a meeting of shareholders, keep each ballot cast on a poll and each proxy voted at the meeting, and, during that period, make them available for inspection during normal business hours by any shareholder or proxyholder entitled to vote at the meeting. At the end of such three month period, the Company may destroy such ballots and proxies.

12. VOTES OF SHAREHOLDERS

12.1. Number of Votes by Shareholder or by Shares

Subject to any special rights or restrictions attached to any shares and to the restrictions imposed on joint shareholders under Article 12.3:

(1) on a vote by show of hands, every person present who is a shareholder or proxy holder and entitled to vote on the matter has one vote; and

(2) on a poll, every shareholder entitled to vote on the matter has one vote in respect of each share entitled to be voted on the matter and held by that shareholder and may exercise that vote either in person or by proxy.

12.2. Votes of Persons in Representative Capacity

A person who is not a shareholder may vote at a meeting of shareholders, whether on a show of hands or on a poll, and may appoint a proxy holder to act at the meeting, if, before doing so, the person satisfies the chair of the meeting, or the directors, that the person is a legal personal representative or a trustee in bankruptcy for a shareholder who is entitled to vote at the meeting.

12.3. Votes by Joint Holders

If there are joint shareholders registered in respect of any share:

(1) any one of the joint shareholders may vote at any meeting of shareholders, personally or by proxy, in respect of the share as if that joint shareholder were solely entitled to it; or

(2) if more than one of the joint shareholders is present at any meeting of shareholders, personally or by proxy, and more than one of them votes in respect of that share, then only the vote of the joint shareholder present whose name stands first on the central securities register in respect of the share will be counted.

12.4. Legal Personal Representatives as Joint Shareholders

Two or more legal personal representatives of a shareholder in whose sole name any share is registered are, for the purposes of Article 12.3, deemed to be joint shareholders registered in respect of that share.

12.5. Representative of a Corporate Shareholder

If a corporation, that is not a subsidiary of the Company, is a shareholder, that corporation may appoint an individual person to act as its representative at any meeting of shareholders of the Company, and:

(1) for that purpose, the instrument appointing a representative must be received:

(a) at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice for the receipt of proxies, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(b) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting;

(2) if a representative is appointed under this Article 12.5:

(a) the representative is entitled to exercise in respect of and at that meeting the same rights on behalf of the corporation that the representative represents as that corporation could exercise if it were a shareholder who is an individual, including, without limitation, the right to appoint a proxy holder; and

(b) the representative, if present at the meeting, is to be counted for the purpose of forming a quorum and is deemed to be a shareholder present in person at the meeting.

Evidence of the appointment of any such representative may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.6. Proxy Provisions Do Not Apply to All Companies

If and for so long as the Company is a public company Articles 12.7 to 12.15 apply only insofar as they are not inconsistent with any securities legislation in any province or territory of Canada or in the federal jurisdiction of the United States or in any states of the United States that is applicable to the Company and insofar as they are not inconsistent with the regulations and rules made and promulgated under that legislation and all administrative policy statements, blanket orders and rulings, notices and other administrative directions issued by securities commissions or similar authorities appointed under that legislation.

12.7. Appointment of Proxy Holders

Every shareholder of the Company, including a corporation that is a shareholder but not a subsidiary of the Company, entitled to vote at a meeting of shareholders may, by proxy, appoint one or more (but not more than five) proxy holders to attend and act at the meeting in the manner, to the extent and with the powers conferred by the proxy.

12.8. Alternate Proxy Holders

A shareholder may appoint one or more alternate proxy holders to act in the place of an absent proxy holder.

12.9. When Proxy Holder Need Not Be Shareholder

A person must not be appointed as a proxy holder unless the person is a shareholder, although a person who is not a shareholder may be appointed as a proxy holder if:

(1) the person appointing the proxy holder is a corporation or a representative of a corporation appointed under Article 12.5;

(2) the Company has at the time of the meeting for which the proxy holder is to be appointed only one shareholder entitled to vote at the meeting; or

(3) the shareholders present in person or by proxy at and entitled to vote at the meeting for which the proxy holder is to be appointed, by a resolution on which the proxy holder is not entitled to vote but in respect of which the proxy holder is to be counted in the quorum, permit the proxy holder to attend and vote at the meeting.

12.10. Deposit of Proxy

A proxy for a meeting of shareholders must:

(1) be received at the registered office of the Company or at any other place specified, in the notice calling the meeting, for the receipt of proxies, at least the number of business days specified in the notice, or if no number of days is specified, two business days before the day set for the holding of the meeting or any adjourned meeting; or

(2) unless the notice provides otherwise, be received, at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting or by a person designated by the chair of the meeting or adjourned meeting.

A proxy may be sent to the Company by written instrument, fax or any other method of transmitting legibly recorded messages.

12.11. Validity of Proxy Vote

A vote given in accordance with the terms of a proxy is valid notwithstanding the death or incapacity of the shareholder giving the proxy and despite the revocation of the proxy or the revocation of the authority under which the proxy is given, unless notice in writing of that death, incapacity or revocation is received:

(1) at the registered office of the Company, at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.12. Form of Proxy

A proxy, whether for a specified meeting or otherwise, must be either in the following form or in any other form approved by the directors or the chair of the meeting:

[name of company]
(the “Company”)

The undersigned, being a shareholder of the Company, hereby appoints [name] or, failing that person, [name], as proxy holder for the undersigned to attend, act and vote for and on behalf of the undersigned at the meeting of shareholders of the Company to be held on [month, day, year] and at any adjournment of that meeting.

Number of shares in respect of which this proxy is given (if no number is specified, then this proxy is given in respect of all shares registered in the name of the undersigned): _____

Signed *[month, day, year]*

_____
[Signature of shareholder]

_____
[Name of shareholder-printed]

12.13. Revocation of Proxy

Subject to Article 12.14, every proxy may be revoked by an instrument in writing that is received:

(1) at the registered office of the Company at any time up to and including the last business day before the day set for the holding of the meeting or any adjourned meeting at which the proxy is to be used; or

(2) at the meeting or any adjourned meeting, by the chair of the meeting or adjourned meeting, before any vote in respect of which the proxy has been given has been taken.

12.14. Revocation of Proxy Must Be Signed

An instrument referred to in Article 12.13 must be signed as follows:

(1) if the shareholder for whom the proxy holder is appointed is an individual, the instrument must be signed by the shareholder or his or her legal personal representative or trustee in bankruptcy;

(2) if the shareholder for whom the proxy holder is appointed is a corporation, the instrument must be signed by the corporation or by a representative appointed for the corporation under Article 12.5.

12.15. Production of Evidence of Authority to Vote

The chair of any meeting of shareholders may, but need not, inquire into the authority of any person to vote at the meeting and may, but need not, demand from that person production of evidence as to the existence of the authority to vote.

13. DIRECTORS

13.1. First Directors; Number of Directors

The first directors are the persons designated as directors of the Company in the Notice of Articles that applies to the Company when it is recognized under the Business Corporations Act. The number of directors, excluding additional directors appointed under Article 14.8, is set at:

(1) subject to paragraphs (2) and (3), the number of directors that is equal to the number of the Company's first directors;

(2) if the Company is a public company, the greater of three and the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4;

(3) if the Company is not a public company, the most recently set of:

(a) the number of directors set by ordinary resolution (whether or not previous notice of the resolution was given); and

(b) the number of directors set under Article 14.4.

13.2. Change in Number of Directors

If the number of directors is set under Articles 13.1(2)(a) or 13.1(3)(a):

(1) the shareholders may elect or appoint the directors needed to fill any vacancies in the board of directors up to that number;

(2) if the shareholders do not elect or appoint the directors needed to fill any vacancies in the board of directors up to that number contemporaneously with the setting of that number, then the directors may, subject to Article 14.8, appoint, or the shareholders may elect or appoint, directors to fill those vacancies.

13.3. Directors' Acts Valid Despite Vacancy

An act or proceeding of the directors is not invalid merely because fewer than the number of directors set or otherwise required under these Articles is in office.

13.4. Qualifications of Directors

A director is not required to hold a share in the capital of the Company as qualification for his or her office but must be qualified as required by the Business Corporations Act to become, act or continue to act as a director.

13.5. Remuneration of Directors

The directors are entitled to the remuneration for acting as directors, if any, as the directors may from time to time determine. If the directors so decide, the remuneration of the directors, if any, will be determined by the shareholders. That remuneration may be in addition to any salary or other remuneration paid to any officer or employee of the Company as such, who is also a director.

13.6. Reimbursement of Expenses of Directors

The Company must reimburse each director for the reasonable expenses that he or she may incur in and about the business of the Company.

13.7. Special Remuneration for Directors

If any director performs any professional or other services for the Company that in the opinion of the directors are outside the ordinary duties of a director, or if any director is otherwise specially occupied in or about the Company's business, he or she may be paid remuneration fixed by the directors, or, at the option of that director, fixed by ordinary resolution, and such remuneration may be either in addition to, or in substitution for, any other remuneration that he or she may be entitled to receive.

13.8. Gratuity, Pension or Allowance on Retirement of Director

Unless otherwise determined by ordinary resolution, the directors on behalf of the Company may pay a gratuity or pension or allowance on retirement to any director who has held any salaried office or place of profit with the Company or to his or her spouse or dependants and may make contributions to any fund and pay premiums for the purchase or provision of any such gratuity, pension or allowance.

14. ELECTION AND REMOVAL OF DIRECTORS

14.1. Election at Annual General Meeting

At every annual general meeting and in every unanimous resolution contemplated by Article 10.2:

(1) the shareholders entitled to vote at the annual general meeting for the election of directors must elect, or in the unanimous resolution appoint, a board of directors consisting of the number of directors for the time being set under these Articles; and

(2) all the directors cease to hold office immediately before the election or appointment of directors under paragraph (1), but are eligible for re-election or re-appointment.

14.2. Consent to be a Director

No election, appointment or designation of an individual as a director is valid unless:

(1) that individual consents to be a director in the manner provided for in the Business Corporations Act;

(2) that individual is elected or appointed at a meeting at which the individual is present and the individual does not refuse, at the meeting, to be a director; or

(3) with respect to first directors, the designation is otherwise valid under the Business Corporations Act.

14.3. Failure to Elect or Appoint Directors

If:

(1) the Company fails to hold an annual general meeting, and all the shareholders who are entitled to vote at an annual general meeting fail to pass the unanimous resolution contemplated by Article 10.2, on or before the date by which the annual general meeting is required to be held under the Business Corporations Act; or

(2) the shareholders fail, at the annual general meeting or in the unanimous resolution contemplated by Article 10.2, to elect or appoint any directors;

then each director then in office continues to hold office until the earlier of:

(3) when his or her successor is elected or appointed; and

(4) when he or she otherwise ceases to hold office under the Business Corporations Act or these Articles.

14.4. Places of Retiring Directors Not Filled

If, at any meeting of shareholders at which there should be an election of directors, the places of any of the retiring directors are not filled by that election, those retiring directors who are not re-elected and who are asked by the newly elected directors to continue in office will, if willing to do so, continue in office to complete the number of directors for the time being set pursuant to these Articles until further new directors are elected at a meeting of shareholders convened for that purpose. If any such election or continuance of directors does not result in the election or continuance of the number of directors for the time being set pursuant to these Articles, the number of directors of the Company is deemed to be set at the number of directors actually elected or continued in office.

14.5. Directors May Fill Casual Vacancies

Any casual vacancy occurring in the board of directors may be filled by the directors.

14.6. Remaining Directors' Power to Act

The directors may act notwithstanding any vacancy in the board of directors, but if the Company has fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the directors may only act for the purpose of appointing directors up to that number or of calling a meeting of shareholders for the purpose of filling any vacancies on the board of directors or, subject to the Business Corporations Act, for any other purpose.

14.7. Shareholders May Fill Vacancies

If the Company has no directors or fewer directors in office than the number set pursuant to these Articles as the quorum of directors, the shareholders may elect or appoint directors to fill any vacancies on the board of directors.

14.8. Additional Directors

Notwithstanding Articles 13.1 and 13.2, between annual general meetings or unanimous resolutions contemplated by Article 10.2, the directors may appoint one or more additional directors, but the number of additional directors appointed under this Article 14.8 must not at any time exceed:

(1) one-third of the number of first directors, if, at the time of the appointments, one or more of the first directors have not yet completed their first term of office; or

(2) in any other case, one-third of the number of the current directors who were elected or appointed as directors other than under this Article 14.8.

Any director so appointed ceases to hold office immediately before the next election or appointment of directors under Article 14.1(1), but is eligible for re-election or re-appointment.

14.9. Ceasing to be a Director

A director ceases to be a director when:

(1) the term of office of the director expires;

(2) the director dies;

(3) the director resigns as a director by notice in writing provided to the Company or a lawyer for the Company; or

(4) the director is removed from office pursuant to Articles 14.10 or 14.11.

14.10. Removal of Director by Shareholders

The Company may remove any director before the expiration of his or her term of office by special resolution. In that event, the shareholders may elect, or appoint by ordinary resolution, a director to fill the resulting vacancy. If the shareholders do not elect or appoint a director to fill the resulting vacancy contemporaneously with the removal, then the directors may appoint or the shareholders may elect, or appoint by ordinary resolution, a director to fill that vacancy.

14.11. Removal of Director by Directors

The directors may remove any director before the expiration of his or her term of office if the director is convicted of an indictable offence, or if the director ceases to be qualified to act as a director of a company and does not promptly resign, and the directors may appoint a director to fill the resulting vacancy.

15. ALTERNATE DIRECTORS

15.1. Appointment of Alternate Director

Any director (an “appointor”) may by notice in writing received by the Company appoint any person (an “appointee”) who is qualified to act as a director to be his or her alternate to act in his or her place at meetings of the directors or committees of the directors at which the appointor is not present unless (in the case of an appointee who is not a director) the directors have reasonably disapproved the appointment of such person as an alternate director and have given notice to that effect to his or her appointor within a reasonable time after the notice of appointment is received by the Company.

15.2. Notice of Meetings

Every alternate director so appointed is entitled to notice of meetings of the directors and of committees of the directors of which his or her appointor is a member and to attend and vote as a director at any such meetings at which his or her appointor is not present.

15.3. Alternate for More Than One Director Attending Meetings

A person may be appointed as an alternate director by more than one director, and an alternate director:

(1) will be counted in determining the quorum for a meeting of directors once for each of his or her appointors and, in the case of an appointee who is also a director, once more in that capacity;

(2) has a separate vote at a meeting of directors for each of his or her appointors and, in the case of an appointee who is also a director, an additional vote in that capacity;

(3) will be counted in determining the quorum for a meeting of a committee of directors once for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, once more in that capacity;

(4) has a separate vote at a meeting of a committee of directors for each of his or her appointors who is a member of that committee and, in the case of an appointee who is also a member of that committee as a director, an additional vote in that capacity.

15.4. Consent Resolutions

Every alternate director, if authorized by the notice appointing him or her, may sign in place of his or her appointor any resolutions to be consented to in writing.

15.5. Alternate Director Not an Agent

Every alternate director is deemed not to be the agent of his or her appointor.

15.6. Revocation of Appointment of Alternate Director

An appointor may at any time, by notice in writing received by the Company, revoke the appointment of an alternate director appointed by him or her.

15.7. Ceasing to be an Alternate Director

The appointment of an alternate director ceases when:

(1) his or her appointor ceases to be a director and is not promptly re-elected or re-appointed;

(2) the alternate director dies;

(3) the alternate director resigns as an alternate director by notice in writing provided to the Company or a lawyer for the Company;

(4) the alternate director ceases to be qualified to act as a director; or

(5) his or her appointor revokes the appointment of the alternate director.

15.8. Remuneration and Expenses of Alternate Director

The Company may reimburse an alternate director for the reasonable expenses that would be properly reimbursed if he or she were a director, and the alternate director is entitled to receive from the Company such proportion, if any, of the remuneration otherwise payable to the appointor as the appointor may from time to time direct.

16. POWERS AND DUTIES OF DIRECTORS

16.1. Powers of Management

The directors must, subject to the Business Corporations Act and these Articles, manage or supervise the management of the business and affairs of the Company and have the authority to exercise all such powers of the Company as are not, by the Business Corporations Act or by these Articles, required to be exercised by the shareholders of the Company.

16.2. Appointment of Attorney of Company

The directors may from time to time, by power of attorney or other instrument, under seal if so required by law, appoint any person to be the attorney of the Company for such purposes, and with such powers, authorities and discretions (not exceeding those vested in or exercisable by the directors under these Articles and excepting the power to fill vacancies in the board of directors, to remove a director, to change the

membership of, or fill vacancies in, any committee of the directors, to appoint or remove officers appointed by the directors and to declare dividends) and for such period, and with such remuneration and subject to such conditions as the directors may think fit. Any such power of attorney may contain such provisions for the protection or convenience of persons dealing with such attorney as the directors think fit. Any such attorney may be authorized by the directors to sub-delegate all or any of the powers, authorities and discretions for the time being vested in him or her.

17. INTERESTS OF DIRECTORS AND OFFICERS

17.1. Obligation to Account for Profits

A director or senior officer who holds a disclosable interest (as that term is used in the Business Corporations Act) in a contract or transaction into which the Company has entered or proposes to enter is liable to account to the Company for any profit that accrues to the director or senior officer under or as a result of the contract or transaction only if and to the extent provided in the Business Corporations Act.

17.2. Restrictions on Voting by Reason of Interest

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter is not entitled to vote on any directors' resolution to approve that contract or transaction, unless all the directors have a disclosable interest in that contract or transaction, in which case any or all of those directors may vote on such resolution.

17.3. Interested Director Counted in Quorum

A director who holds a disclosable interest in a contract or transaction into which the Company has entered or proposes to enter and who is present at the meeting of directors at which the contract or transaction is considered for approval may be counted in the quorum at the meeting whether or not the director votes on any or all of the resolutions considered at the meeting.

17.4. Disclosure of Conflict of Interest or Property

A director or senior officer who holds any office or possesses any property, right or interest that could result, directly or indirectly, in the creation of a duty or interest that materially conflicts with that individual's duty or interest as a director or senior officer, must disclose the nature and extent of the conflict as required by the Business Corporations Act.

17.5. Director Holding Other Office in the Company

A director may hold any office or place of profit with the Company, other than the office of auditor of the Company, in addition to his or her office of director for the period and on the terms (as to remuneration or otherwise) that the directors may determine.

17.6. No Disqualification

No director or intended director is disqualified by his or her office from contracting with the Company either with regard to the holding of any office or place of profit the director holds with the Company or as vendor, purchaser or otherwise, and no contract or transaction entered into by or on behalf of the Company in which a director is in any way interested is liable to be voided for that reason.

17.7. Professional Services by Director or Officer

Subject to the Business Corporations Act, a director or officer, or any person in which a director or officer has an interest, may act in a professional capacity for the Company, except as auditor of the Company, and the director or officer or such person is entitled to remuneration for professional services as if that director or officer were not a director or officer.

17.8. Director or Officer in Other Corporations

A director or officer may be or become a director, officer or employee of, or otherwise interested in, any person in which the Company may be interested as a shareholder or otherwise, and, subject to the Business Corporations Act, the director or officer is not accountable to the Company for any remuneration or other benefits received by him or her as director, officer or employee of, or from his or her interest in, such other person.

18. PROCEEDINGS OF DIRECTORS

18.1. Meetings of Directors

The directors may meet together for the conduct of business, adjourn and otherwise regulate their meetings as they think fit, and meetings of the directors held at regular intervals may be held at the place, at the time and on the notice, if any, as the directors may from time to time determine.

18.2. Voting at Meetings

Questions arising at any meeting of directors are to be decided by a majority of votes and, in the case of an equality of votes, the chair of the meeting does not have a second or casting vote.

18.3. Chair of Meetings

The following individual is entitled to preside as chair at a meeting of directors:

(1) the chair of the board, if any;

(2) in the absence of the chair of the board, the president, if any, if the president is a director; or

(3) any other director chosen by the directors if:

(a) neither the chair of the board nor the president, if a director, is present at the meeting within 15 minutes after the time set for holding the meeting;

(b) neither the chair of the board nor the president, if a director, is willing to chair the meeting; or

(c) the chair of the board and the president, if a director, have advised the secretary, if any, or any other director, that they will not be present at the meeting.

18.4. Meetings by Telephone or Other Communications Medium

A director may participate in a meeting of the directors or of any committee of the directors:

(1) in person;

(2) by telephone; or

(3) with the consent of all directors who wish to participate in the meeting, by other communications medium;

if all the directors participating in the meeting, whether in person, by telephone or by other communications medium, are able to communicate with each other. A director who participates in a meeting in a manner contemplated by this Article 18.4 is deemed for all purposes of the Business Corporations Act and these Articles to be present at the meeting and to have agreed to participate in that manner.

18.5. Calling of Meetings

A director may, and the secretary or an assistant secretary of the Company, if any, on the request of a director must, call a meeting of the directors at any time.

18.6. Notice of Meetings

Other than for meetings held at regular intervals as determined by the directors pursuant to Article 18.1, reasonable notice of each meeting of the directors, specifying the place, day and time of that meeting must be given to each of the directors and the alternate directors by any method set out in Article 24.1 or orally or by telephone.

18.7. When Notice Not Required

It is not necessary to give notice of a meeting of the directors to a director or an alternate director if:

(1) the meeting is to be held immediately following a meeting of shareholders at which that director was elected or appointed, or is the meeting of the directors at which that director is appointed; or

(2) the director or alternate director, as the case may be, has waived notice of the meeting.

18.8. Meeting Valid Despite Failure to Give Notice

The accidental omission to give notice of any meeting of directors to, or the non-receipt of any notice by, any director or alternate director, does not invalidate any proceedings at that meeting.

18.9. Waiver of Notice of Meetings

Any director or alternate director may send to the Company a document signed by him or her waiving notice of any past, present or future meeting or meetings of the directors and may at any time withdraw that waiver with respect to meetings held after that withdrawal. After sending a waiver with respect to all future meetings and until that waiver is withdrawn, no notice of any meeting of the directors need be given to that director and, unless the director otherwise requires by notice in writing to the Company, to his or her alternate director, and all meetings of the directors so held are deemed not to be improperly called or constituted by reason of notice not having been given to such director or alternate director.

Attendance of a director or alternate director at a meeting of the directors is a waiver of notice of the meeting, unless that director or alternate director attends the meeting for the express purpose of objecting to the transaction of any business on the grounds that the meeting is not lawfully called.

18.10. Quorum

The quorum necessary for the transaction of the business of the directors may be set by the directors and, if not so set, is deemed to be set at two directors or, if the number of directors is set at one, is deemed to be set at one director, and that director may constitute a meeting.

18.11. Validity of Acts Where Appointment Defective

Subject to the Business Corporations Act, an act of a director or officer is not invalid merely because of an irregularity in the election or appointment or a defect in the qualification of that director or officer.

18.12. Consent Resolutions in Writing

A resolution of the directors or of any committee of the directors may be passed without a meeting:

(1) in all cases, if each of the directors entitled to vote on the resolution consents to it in writing; or

(2) in the case of a resolution to approve a contract or transaction in respect of which a director has disclosed that he or she has or may have a disclosable interest, if

each of the other directors who have not made such a disclosure consents in writing to the resolution.

A consent in writing under this Article may be by signed document, fax, e-mail or any other method of transmitting legibly recorded messages. A consent in writing may be in two or more counterparts which together are deemed to constitute one consent in writing. A resolution of the directors or of any committee of the directors passed in accordance with this Article 18.12 is effective on the date stated in the consent in writing or on the latest date stated on any counterpart and is deemed to be a proceeding at a meeting of directors or of the committee of the directors and to be as valid and effective as if it had been passed at a meeting of the directors or of the committee of the directors that satisfies all the requirements of the Business Corporations Act and all the requirements of these Articles relating to meetings of the directors or of a committee of the directors.

19. EXECUTIVE AND OTHER COMMITTEES

19.1. Appointment and Powers of Executive Committee

The directors may, by resolution, appoint an executive committee consisting of the director or directors that they consider appropriate, and this committee has, during the intervals between meetings of the board of directors, all of the directors' powers, except:

(1) the power to fill vacancies in the board of directors;

(2) the power to remove a director;

(3) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(4) such other powers, if any, as may be set out in the resolution or any subsequent directors' resolution.

19.2. Appointment and Powers of Other Committees

The directors may, by resolution:

(1) appoint one or more committees (other than the executive committee) consisting of the director or directors that they consider appropriate;

(2) delegate to a committee appointed under paragraph (1) any of the directors' powers, except:

(a) the power to fill vacancies in the board of directors;

(b) the power to remove a director;

(c) the power to change the membership of, or fill vacancies in, any committee of the directors; and

(d) the power to appoint or remove officers appointed by the directors; and

(3) make any delegation referred to in paragraph (2) subject to the conditions set out in the resolution or any subsequent directors' resolution.

19.3. Obligations of Committees

Any committee appointed under Articles 19.1 or 19.2, in the exercise of the powers delegated to it, must:

(1) conform to any rules that may from time to time be imposed on it by the directors; and

(2) report every act or thing done in exercise of those powers at such times as the directors may require.

19.4. Powers of Board

The directors may, at any time, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) revoke or alter the authority given to the committee, or override a decision made by the committee, except as to acts done before such revocation, alteration or overriding;

(2) terminate the appointment of, or change the membership of, the committee; and

(3) fill vacancies in the committee.

19.5. Committee Meetings

Subject to Article 19.3(1) and unless the directors otherwise provide in the resolution appointing the committee or in any subsequent resolution, with respect to a committee appointed under Articles 19.1 or 19.2:

(1) the committee may meet and adjourn as it thinks proper;

(2) the committee may elect a chair of its meetings but, if no chair of a meeting is elected, or if at a meeting the chair of the meeting is not present within 15 minutes after the time set for holding the meeting, the directors present who are members of the committee may choose one of their number to chair the meeting;

(3) a majority of the members of the committee constitutes a quorum of the committee; and

(4) questions arising at any meeting of the committee are determined by a majority of votes of the members present, and in case of an equality of votes, the chair of the meeting does not have a second or casting vote.

20. OFFICERS

20.1. Directors May Appoint Officers

The directors may, from time to time, appoint such officers, if any, as the directors determine and the directors may, at any time, terminate any such appointment.

20.2. Functions, Duties and Powers of Officers

The directors may, for each officer:

(1) determine the functions and duties of the officer;

(2) entrust to and confer on the officer any of the powers exercisable by the directors on such terms and conditions and with such restrictions as the directors think fit; and

(3) revoke, withdraw, alter or vary all or any of the functions, duties and powers of the officer.

20.3. Qualifications

No officer may be appointed unless that officer is qualified in accordance with the Business Corporations Act. One person may hold more than one position as an officer of the Company. Any person appointed as the chair of the board or as a managing director must be a director. Any other officer need not be a director.

20.4. Remuneration and Terms of Appointment

All appointments of officers are to be made on the terms and conditions and at the remuneration (whether by way of salary, fee, commission, participation in profits or otherwise) that the directors think fit and are subject to termination at the pleasure of the directors, and an officer may in addition to such remuneration be entitled to receive, after he or she ceases to hold such office or leaves the employment of the Company, a pension or gratuity.

21. INDEMNIFICATION

21.1. Definitions

In this Article 21:

(1) “eligible penalty” means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(2) “eligible proceeding” means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director or alternate director of the Company (an “eligible party”) or any of the heirs and

legal personal representatives of the eligible party, by reason of the eligible party being or having been a director or alternate director of the Company:

(a) is or may be joined as a party; or

(b) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(3) "expenses" has the meaning set out in the Business Corporations Act.

21.2. Mandatory Indemnification of Eligible Parties

Subject to the Business Corporations Act, the Company must indemnify a director, former director or alternate director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director and alternate director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 21.2.

21.3. Indemnification of Other Persons

Subject to any restrictions in the Business Corporations Act, the Company may indemnify any person.

21.4. Non-Compliance with Business Corporations Act

The failure of a director, alternate director or officer of the Company to comply with the Business Corporations Act or these Articles or, if applicable, any former Companies Act or former Articles, does not invalidate any indemnity to which he or she is entitled under this Part.

21.5. Company May Purchase Insurance

The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(1) is or was a director, alternate director, officer, employee or agent of the Company;

(2) is or was a director, alternate director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(3) at the request of the Company, is or was a director, alternate director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(4) at the request of the Company, holds or held a position equivalent to that of a director, alternate director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, alternate director, officer, employee or agent or person who holds or held such equivalent position.

22. DIVIDENDS

22.1. Payment of Dividends Subject to Special Rights

The provisions of this Article 22 are subject to the rights, if any, of shareholders holding shares with special rights as to dividends.

22.2. Declaration of Dividends

Subject to the Business Corporations Act, the directors may from time to time declare and authorize payment of such dividends as they may deem advisable.

22.3. No Notice Required

The directors need not give notice to any shareholder of any declaration under Article 22.2.

22.4. Record Date

The directors may set a date as the record date for the purpose of determining shareholders entitled to receive payment of a dividend. The record date must not precede the date on which the dividend is to be paid by more than two months. If no record date is set, the record date is 5 p.m. on the date on which the directors pass the resolution declaring the dividend.

22.5. Manner of Paying Dividend

A resolution declaring a dividend may direct payment of the dividend wholly or partly in money or by the distribution of specific assets or of fully paid shares or of bonds, debentures or other securities of the Company or any other corporation, or in any one or more of those ways.

22.6. Settlement of Difficulties

If any difficulty arises in regard to a distribution under Article 22.5, the directors may settle the difficulty as they deem advisable, and, in particular, may:

(1) set the value for distribution of specific assets;

(2) determine that money in substitution for all or any part of the specific assets to which any shareholders are entitled may be paid to any shareholders on the basis of the value so fixed in order to adjust the rights of all parties; and

(3) vest any such specific assets in trustees for the persons entitled to the dividend.

22.7. When Dividend Payable

Any dividend may be made payable on such date as is fixed by the directors.

22.8. Dividends to be Paid in Accordance with Number of Shares

All dividends on shares of any class or series of shares must be declared and paid according to the number of such shares held.

22.9. Receipt by Joint Shareholders

If several persons are joint shareholders of any share, any one of them may give an effective receipt for any dividend, bonus or other money payable in respect of the share.

22.10. Dividend Bears No Interest

No dividend bears interest against the Company.

22.11. Fractional Dividends

If a dividend to which a shareholder is entitled includes a fraction of the smallest monetary unit of the currency of the dividend, that fraction may be disregarded in making payment of the dividend and that payment represents full payment of the dividend.

22.12. Payment of Dividends

Any dividend or other distribution payable in money in respect of shares may be paid by cheque, made payable to the order of the person to whom it is sent, and mailed to the registered address of the shareholder, or in the case of joint shareholders, to the registered address of the joint shareholder who is first named on the central securities register, or to the person and to the address the shareholder or joint shareholders may direct in writing. The mailing of such cheque will, to the extent of the sum represented by the cheque (plus the amount of the tax required by law to be deducted), discharge all liability for the dividend unless such cheque is not paid on presentation or the amount of tax so deducted is not paid to the appropriate taxing authority.

22.13. Capitalization of Retained Earnings or Surplus

Notwithstanding anything contained in these Articles, the directors may from time to time capitalize any retained earnings or surplus of the Company and may from time to time issue, as fully paid, shares or any bonds, debentures or other securities of the Company as a dividend representing the retained earnings or surplus so capitalized or any part thereof.

23. ACCOUNTING RECORDS

23.1. Recording of Financial Affairs

The directors must cause adequate accounting records to be kept to record properly the financial affairs and condition of the Company and to comply with the Business Corporations Act.

23.2. Inspection of Accounting Records

Unless the directors determine otherwise, or unless otherwise determined by ordinary resolution, no shareholder of the Company is entitled to inspect or obtain a copy of any accounting records of the Company.

24. NOTICES

24.1. Method of Giving Notice

Unless the Business Corporations Act or these Articles provides otherwise, a notice, statement, report or other record required or permitted by the Business Corporations Act or these Articles to be sent by or to a person may be sent by any one of the following methods:

(1) mail addressed to the person at the applicable address for that person as follows:

(a) for a record mailed to a shareholder, the shareholder's registered address;

(b) for a record mailed to a director or officer, the prescribed address for mailing shown for the director or officer in the records kept by the Company or the mailing address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the mailing address of the intended recipient;

(2) delivery at the applicable address for that person as follows, addressed to the person:

(a) for a record delivered to a shareholder, the shareholder's registered address;

(b) for a record delivered to a director or officer, the prescribed address for delivery shown for the director or officer in the records kept by the Company or the delivery address provided by the recipient for the sending of that record or records of that class;

(c) in any other case, the delivery address of the intended recipient;

(3) sending the record by fax to the fax number provided by the intended recipient for the sending of that record or records of that class;

(4) sending the record by e-mail to the e-mail address provided by the intended recipient for the sending of that record or records of that class;

(5) physical delivery to the intended recipient.

24.2. Deemed Receipt

A notice, statement, report or other record that is:

(1) mailed to a person by ordinary mail to the applicable address for that person referred to in Article 24.1 is deemed to be received by the person to whom it was mailed on the day, Saturdays, Sundays and holidays excepted, following the date of mailing;

(2) faxed to a person to the fax number provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was faxed on the day it was faxed; and

(3) e-mailed to a person to the e-mail address provided by that person referred to in Article 24.1 is deemed to be received by the person to whom it was e-mailed on the day it was e-mailed.

24.3. Certificate of Sending

A certificate signed by the secretary, if any, or other officer of the Company or of any other corporation acting in that capacity on behalf of the Company stating that a notice, statement, report or other record was sent in accordance with Article 24.1 is conclusive evidence of that fact.

24.4. Notice to Joint Shareholders

A notice, statement, report or other record may be provided by the Company to the joint shareholders of a share by providing such record to the joint shareholder first named in the central securities register in respect of the share.

24.5. Notice to Legal Personal Representatives and Trustees

A notice, statement, report or other record may be provided by the Company to the persons entitled to a share in consequence of the death, bankruptcy or incapacity of a shareholder by:

(1) mailing the record, addressed to them:

(a) by name, by the title of the legal personal representative of the deceased or incapacitated shareholder, by the title of trustee of the bankrupt shareholder or by any similar description; and

(b) at the address, if any, supplied to the Company for that purpose by the persons claiming to be so entitled; or

(2) if an address referred to in paragraph (1)(b) has not been supplied to the Company, by giving the notice in a manner in which it might have been given if the death, bankruptcy or incapacity had not occurred.

24.6. Undelivered Notices

If, on two consecutive occasions, a notice, statement, report or other record is sent to a shareholder pursuant to Article 24.1 and on each of those occasions any such record is returned because the shareholder cannot be located, the Company shall not be required to send any further records to the shareholder until the shareholder informs the Company in writing of his or her new address.

25. SEAL

25.1. Who May Attest Seal

Except as provided in Articles 25.2 and 25.3, the Company's seal, if any, must not be impressed on any record except when that impression is attested by the signatures of:

(1) any two directors;

(2) any officer, together with any director;

(3) if the Company only has one director, that director; or

(4) any one or more directors or officers or persons as may be determined by the directors.

25.2. Sealing Copies

For the purpose of certifying under seal a certificate of incumbency of the directors or officers of the Company or a true copy of any resolution or other document, despite Article 25.1, the impression of the seal may be attested by the signature of any director or officer, or the signature of any other person as may be determined by the directors.

25.3. Mechanical Reproduction of Seal

The directors may authorize the seal to be impressed by third parties on share certificates or bonds, debentures or other securities of the Company as they may determine appropriate from time to time. To enable the seal to be impressed on any share certificates or bonds, debentures or other securities of the Company, whether in definitive or interim form, on which facsimiles of any of the signatures of the directors or officers of the Company are, in accordance with the Business Corporations Act or these Articles, printed or otherwise mechanically reproduced, there may be delivered to the person employed to engrave, lithograph or print such definitive or interim share certificates or bonds, debentures or other securities one or more unmounted dies reproducing the seal and such persons as are authorized under Article 25.1 to attest the Company's seal may in writing authorize such person to cause the seal to be impressed on such definitive or interim share certificates or bonds, debentures or other securities

by the use of such dies. Share certificates or bonds, debentures or other securities to which the seal has been so impressed are for all purposes deemed to be under and to bear the seal impressed on them.

26. PROHIBITIONS

26.1. Application

Article 26.2 does not apply to the Company if and for so long as it is a public company.

26.2. Consent Required for Transfer of Shares or Designated Securities

No securities of the Company other than non-convertible debt securities of the Company shall be transferred without the consent of the directors expressed by resolution and the directors shall not be required to give any reason for refusing to consent to any such transfer.

ARTICLES
of
Amalco

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