

## ARRANGEMENT AGREEMENT

**THIS ARRANGEMENT AGREEMENT** dated as of the 19th day of January, 2018.

**BETWEEN:**

**EAGLE PLAINS RESOURCES LTD.**, a corporation incorporated under the *Business Corporations Act* (Alberta)

("Eagle Plains")

- and -

**TAIGA GOLD CORP.**, a corporation incorporated under the *Business Corporations Act* (Alberta)

("Taiga")

**WHEREAS:**

- (A) Eagle Plains and Taiga have agreed to proceed with a corporate restructuring by way of a Plan of Arrangement whereby:
  - (a) Eagle Plains will reorganize its capital issuing Eagle Plains New Shares and Eagle Plains Butterfly Shares to the Eagle Plains Shareholders;
  - (b) The Spin-off Properties of Eagle Plains will be transferred to Taiga, and Taiga may assume certain debt obligations relating to the transferred assets, in exchange for Taiga Reorganization Shares;
  - (c) Eagle Plains Shareholders will transfer their Eagle Plains Butterfly Shares to Taiga for sole consideration consisting of Taiga Shares;
  - (d) Eagle Plains will purchase for cash that number of Taiga Shares that shall equal nineteen point nine percent (19.9%) of the total number of Taiga Shares issued upon completion of the Arrangement; and
  - (e) the Taiga Reorganization Shares and Eagle Plains Butterfly Shares will be purchased for cancellation by Taiga and Eagle Plains respectively through the issuance of promissory notes of equal amounts, which notes will be set-off by being cross-transferred and cancelled.
- (B) Eagle Plains proposes to convene a meeting of the Eagle Plains Shareholders to consider the Arrangement pursuant to Part 15, Section 193 of the BCA, on the terms and conditions set forth in the Plan of Arrangement attached as **Exhibit II** hereto; and
- (C) Each of the parties to this Agreement has agreed to participate in and support the Arrangement.

**NOW THEREFORE**, in consideration of the premises and the respective covenants and agreements herein contained, and for other good and valuable consideration, the

receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties hereto hereby covenant and agree as follows:

**ARTICLE 1  
DEFINITIONS, INTERPRETATION AND EXHIBIT**

- 1.1 **Definitions:** In this Agreement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:
- (a) **"Agreement"** means this agreement including the exhibits attached hereto as the same may be supplemented or amended from time to time;
  - (b) **"Arrangement"** means the arrangement pursuant to Part 15, Section 193 of the BCA as contemplated by the provisions of this Agreement and the Plan of Arrangement;
  - (c) **"Arrangement Provisions"** means Part 15, Section 193 of the BCA;
  - (d) **"BCA"** means the *Business Corporations Act*, R.S.A. 2000, c.B-9, as amended;
  - (e) **"Business Day"** means a day which is not a Saturday, Sunday or statutory holiday in Calgary, AB;
  - (f) **"Butterfly Proportion"** means the fraction A/B where:
    - (i) "A" is the net fair market value of the Spin-off Properties to be transferred by Eagle Plains to Taiga, determined immediately before such transfer; and
    - (ii) "B" is the net fair market value of all property owned by Eagle Plains immediately before the transfer of the Spin-off Properties to Taiga;
  - (g) **"Closing Date"** means the last Business Day preceding the Effective Date;
  - (h) **"Constating Documents"** means Articles and/or Articles of Amendment and by-laws under the BCA;
  - (i) **"Court"** means the Court of Queen's Bench of the Province of Alberta;
  - (j) **"Eagle Plains"** means Eagle Plains Resources Ltd., a company existing under the provisions of the BCA;
  - (k) **"Eagle Plains Butterfly Shares"** means the new series of preferred shares, as more particularly described in Appendix I of the Plan of Arrangement, and for which the Eagle Plains Class A Shares are, in part, to be exchanged under the Plan of Arrangement, and which shares the holders thereof will transfer to Taiga as consideration for an equal number of Taiga Shares as set out in §3.1(d) of the Plan of Arrangement;
  - (l) **"Eagle Plains Class A Shares"** means the renamed and redesignated Eagle Plains Shares as described in §3.1(a) in the Plan of Arrangement;

- (m) "**Eagle Plains Meeting**" means the special meeting of the Eagle Plains Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (n) "**Eagle Plains New Shares**" means a new class of common shares without par value which Eagle Plains will create and issue as described in §3.1(a) and (c) of the Plan of Arrangement and for which the Eagle Plains Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Eagle Plains Shares;
- (o) "**Eagle Plains Note**" means the promissory note which Eagle Plains will create and issue to Taiga to redeem the Eagle Plains Butterfly Shares, as described in §3.1(g) of the Plan of Arrangement;
- (p) "**Eagle Plains Options/Warrants Commitment**" means the covenant of Eagle Plains described in §4.3 of this Agreement to issue Eagle Plains New Shares and to deliver Taiga Shares to the holders of Eagle Plains Stock Options or Eagle Plains Warrants which are outstanding as of the Effective Date and to pay to Taiga its share of the exercise price, upon the exercise of such securities;
- (q) "**Eagle Plains Shareholders**" means the shareholders of Eagle Plains;
- (r) "**Eagle Plains Shares**" means the common shares without par value which Eagle Plains is authorized to issue as the same are constituted on the date hereof;
- (s) "**Eagle Plains Stock Option Plan**" means the stock option plan of Eagle Plains adopted on February 24, 1995 and as subsequently updated and amended;
- (t) "**Eagle Plains Stock Options**" means Eagle Plains Shares purchase options issued pursuant to the Eagle Plains Stock Option Plan which are outstanding on the Effective Date;
- (u) "**Eagle Plains Warrants**" means Eagle Plains Shares purchase warrants issued prior to, and which are outstanding on, the Effective Date;
- (v) "**Effective Date**" means the Share Distribution Record Date or the Listing Date, as the context and administrative procedures so require;
- (w) "**Final Order**" means the final order of the Court approving the Arrangement;
- (x) "**Information Circular**" means the management information circular of Eagle Plains to be sent to the Eagle Plains Shareholders in connection with the Eagle Plains Meeting;
- (y) "**Interim Order**" means the interim order of the Court providing advice and directions in connection with the Eagle Plains Meeting and the Arrangement;

- (z) "**Listing Date**" means the date the Taiga Shares are listed on the Canadian Securities Exchange;
- (aa) "**Person**" means and includes an individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, a trustee, executor, administrator or other legal representative and the Crown or any agency or instrumentality thereof;
- (bb) "**Plan of Arrangement**" means the Plan of Arrangement attached to this Agreement as Exhibit II as the same may be amended from time to time;
- (cc) "**Registrar**" means the Registrar of Corporations under the BCA;
- (dd) "**Related Liabilities**" means liabilities that relate to the Spin-off Properties as described in §2.7 of this Agreement;
- (ee) "**Share Distribution Record Date**" means the date for purposes of determining holders of Eagle Plains Shares, Eagle Plains Stock Options and Eagle Plains Warrants who will be entitled to receive Taiga Shares pursuant to this Agreement and the Plan of Arrangement;
- (ff) "**Spin-off Properties**" means the assets of Eagle Plains described in **Exhibit I** hereto which are to be transferred to Taiga under the Arrangement;
- (gg) "**T2057 Election Form**" has the meaning set out in §2.5 of this Agreement;
- (hh) "**Taiga**" means Taiga Gold Corp., a company existing under the BCA;
- (ii) "**Taiga Options/Warrants Commitment**" means the covenant of Taiga described in §4.3 of this Agreement to issue Taiga Shares to the holders of Eagle Plains Stock Options or Eagle Plains Warrants which are outstanding as of the Effective Date, upon the exercise of such securities;
- (jj) "**Taiga Note**" means the promissory note which Taiga will create and issue to Eagle Plains to redeem the Taiga Reorganization Shares, as described in §3.1(f) of the Plan of Arrangement;
- (kk) "**Taiga Reorganization Shares**" means the new series of preferred shares, as more particularly described in Appendix II of the Plan of Arrangement, to be created and issued by Taiga to Eagle Plains as consideration for the Spin-off Properties as set out in §3.1(e) of the Plan of Arrangement;
- (ll) "**Taiga Shareholders**" means the shareholders of Taiga;
- (mm) "**Taiga Shares**" means the voting common shares without par value which Taiga is authorized to issue as the same are constituted on the date hereof; and
- (nn) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time.

- 1.2 **Currency:** All amounts of money which are referred to in this Agreement are expressed in lawful money of Canada unless otherwise specified.
- 1.3 **Interpretation Not Affected by Headings:** The division of this Agreement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of the provisions of this Agreement. The terms "this Agreement", "hereof", "herein", "hereunder" and similar expressions refer to this Agreement and the exhibits hereto as a whole and not to any particular article, section, subsection, paragraph or subparagraph hereof and include any agreement or instrument supplementary or ancillary hereto.
- 1.4 **Number and Gender:** In this Agreement, unless the context otherwise requires, words importing the singular shall include the plural and vice versa and words importing the use of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.
- 1.5 **Date for any Action:** In the event that any date on which any action is required to be taken hereunder by Eagle Plains or Taiga is not a Business Day in the place where the action is required to be taken, such action shall be required to be taken on the next succeeding day which is a Business Day in such place.
- 1.6 **Meaning:** Words and phrases used herein and defined in the BCA shall have the same meaning herein as in the BCA unless the context otherwise requires.
- 1.7 **Exhibits:** Attached hereto and deemed to be incorporated into and form part of this Agreement as Exhibit I is a description of the Spin-off Properties and as **Exhibit II** is the Plan of Arrangement.

## **ARTICLE 2 ARRANGEMENT**

- 2.1 **Arrangement:** The parties agree to effect the Arrangement pursuant to the Arrangement Provisions on the terms and subject to the conditions contained in this Agreement and the Plan of Arrangement.
- 2.2 **Effective Date of Arrangement:** The Arrangement shall become effective on the Effective Date as set out in the Plan of Arrangement.
- 2.3 **Commitment to Effect:** Subject to termination of this Agreement pursuant to Article 6 hereof, the parties shall each use all reasonable efforts and do all things reasonably required to cause the Plan of Arrangement to become effective by no later than April 15<sup>th</sup>, 2018, or by such other date as Eagle Plains and Taiga may determine, and in conjunction therewith to cause the conditions described in §5.1 to be complied with prior to the Effective Date. Without limiting the generality of the foregoing, the parties shall proceed forthwith to apply for the Interim Order and, upon obtainment thereof, Eagle Plains shall call the Eagle Plains Meeting and mail the Information Circular to the Eagle Plains Shareholders.
- 2.4 **Filing of Final Order:** Subject to the rights of termination contained in Article 6 hereof, upon the Eagle Plains Shareholders approving the Arrangement by special resolution in accordance with the provisions of the Interim Order and the BCA, Eagle Plains obtaining the Final Order and the other conditions contained in Article 5 hereof

being complied with or waived, Eagle Plains on its behalf and on behalf of Taiga shall file with the Registrar:

- (a) the records and information required by the Registrar pursuant to the Arrangement Provisions; and
- (b) a certified copy of the Final Order.

2.5 **Section 85 Rollovers:** It is the intention of the parties that the exchange of Eagle Plains Butterfly Shares for Taiga Shares as set out in §3.1(d) of the Plan of Arrangement, and the exchange of the Spin-off Properties for the Taiga Reorganization Shares as set out in §3.1(e) of the Plan of Arrangement, occur on a tax deferred basis in accordance with the provisions of Sections 85.1 & 85(1), respectively, of the Tax Act so as to effect the transfer of the respective property at the agreed amount, with the result that the transfer will be effected without giving rise to the account of the respective vendor of such property to any tax liability. The parties undertake to file the prescribed form of election (the "**T2057 Election Form**") within the time referred to in subsection 85(6) of the Act to give effect to the joint elections which the respective parties have agreed to make herein. In respect of the exchange set out in §3.1(d) of the Plan of Arrangement, upon receipt of shareholder approval and the Final Order, recipients of Taiga Shares shall be deemed to have authorized Eagle Plains as their power of attorney and agent, as required under the Tax Act, to sign on their behalf the T2057 Election Form which shall have been prepared by or on behalf of Taiga. In respect of the exchange set out in §3.1(e) of the Plan of Arrangement, Taiga agrees to sign the T2057 Election Form, which shall be prepared by or on behalf of Eagle Plains.

2.6 **Price Adjustment:** The consideration paid and received on the exchange of Eagle Plains Butterfly Shares for Taiga Shares as set out in §3.1(d) of the Plan of Arrangement, and the exchange of the Spin-off Properties for the Taiga Reorganization Shares as set out in §3.1(e) of the Plan of Arrangement, is intended by the parties to be the fair market value of the Spin-off Properties. The determination of such fair market value has been made by the directors of Eagle Plains and Taiga, provided that if the fair market value of such consideration should be determined, whether:

- (a) by a tribunal or court of competent jurisdiction as a result of a reassessment of income tax;
- (b) by the Canada Revenue Agency and such determination is not or can no longer be appealed;
- (c) by the Canada Revenue Agency, and the amount so determined is agreed to by the parties to this Agreement; or by agreement between the parties to this Agreement;

to be greater or less than the fair market value determined by the directors of Eagle Plains and Taiga, then the consideration paid and received shall be increased or decreased so as to equal the fair market value determined pursuant to sub-clause (a), (b) or (c) above. Such adjustment shall be effective immediately before the Effective Date; and the parties to this Agreement shall make all payments and take all action required to give effect thereto. Without limiting the generality of the foregoing, if the consideration paid and received is adjusted at any time after the

Effective Date, then the parties to this Agreement shall make all payments and take all action as may be necessary to give effect to the change in the consideration paid and received.

- 2.7 **Related Liabilities:** Although the parties to this Agreement are not aware of, and do not expect or anticipate, any liabilities, such as accounts payable, payments, liens or encumbrances that directly or indirectly relate to the Spin-off Properties (the "**Related Liabilities**"), the parties agree that, should any such liabilities exist on the Effective Date they shall follow, or comprise part of, the Spin-off Properties to be transferred to Taiga, and in such case the appropriate adjustments to the fair market value of the Spin-off Properties shall be made.
- 2.8 **Exemption Under the 1933 Act:** The parties agree that the Arrangement will be carried out with the intention that all Taiga Shares and Eagle Plains New Shares issued and/or delivered on completion of the Arrangement to the Eagle Plains Shareholders will be issued and/or delivered in reliance on the exemption from the registration requirements of the 1933 Act provided by Section 3(a)(10) thereof (the "**Section 3(a)(10) Exemption**"). In order to ensure the availability of the Section 3(a)(10) Exemption, the parties agree that the Arrangement will be carried out on the following basis:
- (a) the Arrangement will be subject to the approval of the Court;
  - (b) the Court will be advised as to the intention of the parties to rely on the Section 3(a)(10) Exemption prior to the hearing required to approve the Arrangement;
  - (c) the Court will be required to satisfy itself as to the fairness of the Arrangement to the Eagle Plains Shareholders;
  - (d) the order approving the Arrangement that is obtained from the Court will expressly state that the Arrangement is approved by the Court as being fair to the Eagle Plains Shareholders;
  - (e) Eagle Plains will ensure that all Eagle Plains Shareholders entitled to receive Taiga Shares and Eagle Plains New Shares on completion of the Arrangement will be given adequate notice advising them of their right to attend the hearing of the Court to give approval of the Arrangement and providing them with sufficient information necessary for them to exercise that right;
  - (f) The Interim Order of the Court approving the Eagle Plains Meeting will specify that each Eagle Plains Shareholder will have the right to appear before the Court so long as such Eagle Plains Shareholder enters an appearance within a reasonable time.

### **ARTICLE 3 REPRESENTATIONS AND WARRANTIES**

- 3.1 **Representations and Warranties:** Each of the parties hereby represents and warrants to each of the other parties that:

- (a) it is a corporation duly incorporated and validly subsisting under the laws of its jurisdiction of incorporation, and has full capacity and authority to enter into this Agreement and to perform its covenants and obligations hereunder;
- (b) it has taken all corporate actions necessary to authorize the execution and delivery of this Agreement and this Agreement has been duly executed and delivered by it;
- (c) neither the execution and delivery of this Agreement nor the performance of any of its covenants and obligations hereunder will constitute a material default under, or be in any material contravention or breach of (i) any provision of its Constatng Documents or other governing corporate documents, (ii) any judgment, decree, order, law, statute, rule or regulation applicable to it, or (iii) any agreement or instrument to which it is a party or by which it is bound; and
- (d) no dissolution, winding up, bankruptcy, liquidation or similar proceedings have been commenced or are pending or proposed in respect of it.

#### **ARTICLE 4 COVENANTS**

- 4.1 **Covenants:** Each of the parties covenants with the others that it will do and perform all such acts and things, and execute and deliver all such agreements, assurances, notices and other documents and instruments, as may reasonably be required to facilitate the carrying out of the intent and purpose of this Agreement.
- 4.2 **Interim Order and Final Order:** The parties acknowledge that Eagle Plains will apply to and obtain from the Court, pursuant to the Arrangement Provisions, the Interim Order providing for, among other things, the calling and holding of the Eagle Plains Meeting for the purpose of considering and, if deemed advisable, approving and adopting the Arrangement and that the Taiga Shareholders shall approve the Arrangement by a consent resolution. The parties each covenant and agree that if the approvals of the Arrangement by the Eagle Plains Shareholders and the Taiga Shareholders as set out in §5.1(b) and §(c) hereof are obtained, Eagle Plains will thereafter (subject to the exercise of any discretionary authority granted to Eagle Plains' directors and Taiga's' directors by the Eagle Plains Shareholders and the Taiga Shareholders, respectively) take the necessary actions to submit the Arrangement to the Court for approval and apply for the Final Order and, subject to compliance with any of the other conditions provided for in Article 5 hereof and to the rights of termination contained in Article 6 hereof, file the material described in §2.4 with the Registrar.
- 4.3 **Eagle Plains Stock Options and Warrant:** After the Effective Date, all Eagle Plains Stock Options and Eagle Plains Warrants shall be exercisable into that number of Eagle Plains New Shares that equals the number of Eagle Plains Shares that would have been issued under the Eagle Plains Stock Options or Eagle Plains Warrants, and Taiga shall issue that number of Taiga Shares that is equal to the number of Eagle Plains New Shares issued upon exercise of such Eagle Plains Stock Options or Eagle Plains Warrants multiplied by the Butterfly Proportion (the "**Taiga Options/Warrants Commitment**"), and Eagle Plains shall, as agent for Taiga, distribute such Taiga Shares to the exercising holders of such Eagle Plains Stock Options or Eagle Plains Warrants, and collect and pay to Taiga an amount for each



Taiga Share so issued that is equal to the exercise price under the Eagle Plains Stock Options or Eagle Plains Warrants multiplied by the Butterfly Proportion (the "**Eagle Plains Options/Warrants Commitment**").

## **ARTICLE 5 CONDITIONS**

- 5.1 **Conditions Precedent:** The respective obligations of the parties to complete the transactions contemplated by this Agreement shall be subject to the satisfaction of the following conditions:
- (a) the Interim Order shall have been granted in form and substance satisfactory to Eagle Plains;
  - (b) the Arrangement and this Agreement, with or without amendment, shall have been approved at the Eagle Plains Meeting by the Eagle Plains Shareholders in accordance with the Arrangement Provisions, the Constatng Documents of Eagle Plains, the Interim Order and the requirements of any applicable regulatory authorities;
  - (c) the Arrangement and this Agreement, with or without amendment, shall have been approved by the Taiga Shareholders to the extent required by, and in accordance with the Arrangement Provisions and the Constatng Documents of Taiga;
  - (d) the Final Order shall have been obtained in form and substance satisfactory to Eagle Plains and Taiga;
  - (e) the TSX Venture Exchange and Canadian Securities Exchange shall have conditionally approved the Arrangement, including the notional listing of the Eagle Plains Class A Shares in substitution for the Eagle Plains Shares, the notional delisting of the Eagle Plains Class A Shares and in substitution the listing of the Eagle Plains New Shares, and the listing of the Taiga Shares issuable under the Arrangement, as of the Effective Date, subject to compliance with the requirements of each such exchange;
  - (f) all other consents, orders, regulations and approvals, including regulatory and judicial approvals and orders required or necessary or desirable for the completion of the transactions provided for in this Agreement and the Plan of Arrangement shall have been obtained or received from the Persons, authorities or bodies having jurisdiction in the circumstances each in form acceptable to Eagle Plains and Taiga;
  - (g) there shall not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement and the Arrangement;
  - (h) notices of dissent pursuant to Article 5 of the Plan of Arrangement shall not have been delivered by Eagle Plains Shareholders holding greater than 3% of the outstanding Eagle Plains Shares; and
  - (i) this Agreement shall not have been terminated under Article 6 hereof.

Except for the conditions set forth in this §5.1(a), (b), (c), (d), (e) and (i), which may not be waived, any of the other conditions in this §5.1 may be waived by either Eagle Plains or Taiga at its discretion.

- 5.2 **Pre-Closing:** Unless this Agreement is terminated earlier pursuant to the provisions hereof, the parties shall meet at the offices of McLeod Law LLP, Centennial Place, West Tower, 2110, 250 - 5<sup>th</sup> Street SW, Calgary, Alberta T2P 0R4 at 2:00 p.m. on the Closing Date, or at such other location or at such other time or on such other date as they may mutually agree, and each of them shall deliver to the other of them:
- (a) the documents required to be delivered by it hereunder to complete the transactions contemplated hereby (not including the T2057 Election Form which may be filed after the Effective Date), provided that each such document required to be dated the Effective Date shall be dated as of, or become effective on, the Effective Date and shall be held in escrow to be released upon the occurrence of the Effective Date; and
  - (b) written confirmation as to the satisfaction or waiver by it of the conditions in its favour contained in this Agreement.
- 5.3 **Merger of Conditions:** The conditions set out in §5.1 hereof shall be conclusively deemed to have been satisfied, waived or released upon the occurrence of the Effective Date.
- 5.4 **Merger of Representations, Warranties and Covenants:** The representations and warranties in §3.1 shall be conclusively deemed to be correct as of the Effective Date and the covenant in §4.1 hereof shall be conclusively deemed to have been complied with in all respects as of the Effective Date, and each shall accordingly merge in and not survive the effectiveness of the Arrangement.

## **ARTICLE 6 AMENDMENT AND TERMINATION**

- 6.1 **Amendment:** Subject to any mandatory applicable restrictions under the Arrangement Provisions or the Final Order, this Agreement, including the Plan of Arrangement, may at any time and from time to time before or after the holding of the Eagle Plains Meeting, but prior to the Effective Date, be amended by the written agreement of the parties hereto without, subject to applicable law, further notice to or authorization on the part of the Eagle Plains Shareholders.
- 6.2 **Termination:** Subject to §6.3, this Agreement may at any time before or after the holding of the Eagle Plains Meeting, and before or after the granting of the Final Order, but in each case prior to the Effective Date, be terminated by direction of the Board of Directors of Eagle Plains without further action on the part of the Eagle Plains Shareholders, or by the Board of Directors of Taiga without further action on the part of the Taiga Shareholders, and nothing expressed or implied herein or in the Plan of Arrangement shall be construed as fettering the absolute discretion by the Board of Directors of Eagle Plains or Taiga to elect to terminate this Agreement and discontinue efforts to effect the Arrangement for whatever reasons it may consider appropriate.

- 6.3 **Cessation of Right:** The right of Eagle Plains or Taiga or any other party to amend or terminate the Plan of Arrangement pursuant to §6.1 and §6.2 shall be extinguished upon the occurrence of the Effective Date.

**ARTICLE 7  
GENERAL**

- 7.1 **Notices:** All notices which may or are required to be given pursuant to any provision of this Agreement shall be given or made in writing and shall be delivered or e-mailed, addressed as follows:

in the case of Eagle Plains:

Suite 200, 44 - 12th Avenue S.  
Cranbrook, British Columbia V1C 2R7

Attention: Timothy J. Termuende, President  
E-mail: [tjt@eagleplains.com](mailto:tjt@eagleplains.com)

in the case of Taiga:

Suite 200, 44 - 12th Avenue S.  
Cranbrook, British Columbia V1C 2R7

Attention: Charles C. Downie, Director  
E-mail: [ccd@eagleplains.com](mailto:ccd@eagleplains.com)

with a copy to:

McLeod Law LLP  
Centennial Place, West Tower  
2110, 250 - 5<sup>th</sup> Street SW  
Calgary, Alberta T2P 0R4

Attention: Darren B. Fach  
E-mail: [dbfach@mcleod-law.com](mailto:dbfach@mcleod-law.com)

- 7.2 **Assignment:** None of the parties may assign its rights or obligations under this Agreement or the Arrangement without the prior written consent of the others of them.
- 7.3 **Binding Effect:** This Agreement and the Arrangement shall be binding upon and shall enure to the benefit of the parties and their respective successors and permitted assigns.
- 7.4 **Waiver:** Any waiver or release of the provisions of this Agreement, to be effective, must be in writing and executed by the party granting such waiver or release.
- 7.5 **Governing Law:** This Agreement shall be governed by and be construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and shall be treated in all respects as an Alberta contract.

- 7.6 **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.
- 7.7 **Expenses:** All expenses or costs, including without limitation, financial, advisory, accounting, marketing, exchange review and listing, shareholder meeting and legal fees and costs, incurred by a party shall be borne by Eagle Plains. Taiga agrees to reimburse Eagle Plains for all such fees and costs contingent upon any one or more of the following events occurring within three (3) years of the Listing Date:
- (a) Taiga completing an equity financing raising net proceeds of \$1,000,000.00 or greater; or
  - (b) SSR Mining Inc. exercising its option to acquire 80% of the Fisher project resulting in Taiga receiving a \$3,000,000.00 purchase payment; or
  - (c) immediately prior to completion of a corporate takeover, merger, amalgamation, capital reorganization or similar transaction resulting in a change of control of Taiga, or a sale of the property and assets of Taiga as or substantially as an entirety to any other party.
- 7.8 **Entire Agreement:** This Agreement constitutes the entire agreement between the parties with respect to the subject matter of this Agreement and supersedes all prior and contemporaneous agreements, understanding, negotiations and discussions, whether oral or written, of the parties.
- 7.9 **Time of Essence:** Time is of the essence of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement as of the date first above written.

**EAGLE PLAINS RESOURCES LTD.**

**TAIGA GOLD CORP.**

Per: \_\_\_\_\_  
 Timothy J. Termuende  
 President

Per: \_\_\_\_\_  
 Charles C. Downie  
 Director

**EXHIBIT I**

**ASSETS OF EAGLE PLAINS TO BE TRANSFERRED**

**TO TAIGA GOLD CORP.**

1. Cash in the amount of \$300,000.
2. Interests in mineral properties and assets located in the Province of Saskatchewan comprising Eagle Plain's Fisher, Orchid, Chico, Leland and SAM projects.

Note: The assets above include all rights and obligations under the underlying agreements in respect of the associated mineral properties, with the exception of net smelter return royalties (ie NSR's) or any other similar royalties, which royalty interests and rights shall remain assets of Eagle Plains.

## **EXHIBIT II**

### **TO THE ARRANGEMENT AGREEMENT DATED AS OF THE • DAY OF JANUARY, 2018 BETWEEN EAGLE PLAINS RESOURCES LTD. AND TAIGA GOLD CORP.**

#### **PLAN OF ARRANGEMENT UNDER PART 15, SECTION 193 OF THE *BUSINESS CORPORATIONS ACT* (ALBERTA)**

#### **ARTICLE 1 DEFINITIONS AND INTERPRETATION**

- 1.1 **Definitions:** In this plan of arrangement, unless there is something in the subject matter or context inconsistent therewith, the following capitalized words and terms shall have the following meanings:
- (a) "**Arrangement**" means the arrangement pursuant to the Arrangement Provisions on the terms and conditions set out herein;
  - (b) "**Arrangement Agreement**" means the arrangement agreement dated as of January 19, 2018 between Eagle Plains and Taiga to which this Exhibit is attached, as may be supplemented or amended from time to time;
  - (c) "**Arrangement Provisions**" means Part 15, Section 193 of the BCA;
  - (d) "**BCA**" means the *Business Corporations Act*, RSA 2000, c. B - 9, as amended;
  - (e) "**Business Day**" means a day which is not a Saturday, Sunday or statutory holiday in Calgary, Alberta;
  - (f) "**Butterfly Proportion**" means the fraction A/B where:
    - (i) "A" is the net fair market value of the Spin-off Properties to be transferred by Eagle Plains to Taiga, determined immediately before such transfer; and
    - (ii) "B" is the net fair market value of all property owned by Eagle Plains immediately before the transfer of the Spin-off Properties to Taiga.
  - (g) "**Court**" means the Court of Queen's Bench of the Province of Alberta;
  - (h) "**Depository**" means McLeod Law LLP, Solicitors for Eagle Plains and Taiga;
  - (i) "**Eagle Plains**" means Eagle Plains Resources Ltd., a company existing under the BCA;
  - (j) "**Eagle Plains Butterfly Shares**" means the new series of preferred shares, as more particularly described in Appendix I hereto, and for which the Eagle Plains Class A Shares are, in part, to be exchanged under this Plan of

*Exhibit II*

2

Arrangement, and which shares the holders thereof will transfer to Taiga as consideration for an equal number of Taiga Shares as set out in §3.1(d) of this Plan of Arrangement;

- (k) **"Eagle Plains Class A Shares"** means the renamed and re-designated Eagle Plains Shares as described in §3.1(a) of this Plan of Arrangement;
- (l) **"Eagle Plains Meeting"** means the special meeting of the Eagle Plains Shareholders and any adjournments thereof to be held to, among other things, consider and, if deemed advisable, approve the Arrangement;
- (m) **"Eagle Plains New Shares"** means a new class of voting common shares without par value which Eagle Plains will create and issue as described in §3.1(a) and (c) of this Plan of Arrangement and for which the Eagle Plains Class A Shares are, in part, to be exchanged under the Plan of Arrangement and which, immediately after completion of the transactions comprising the Plan of Arrangement, will be identical in every relevant respect to the Eagle Plains Shares;
- (n) **"Eagle Plains Note"** means the promissory note which Eagle Plains will create and issue to Taiga to redeem the Eagle Plains Butterfly Shares, as described in §3.1(g) of this Plan of Arrangement;
- (o) **"Eagle Plains Options/Warrants Commitment"** means the covenant of Eagle Plains described in §4.3 of the Arrangement Agreement to issue Eagle Plains New Shares and to deliver Taiga Shares to the holders of Eagle Plains Stock Options or Eagle Plains Warrants which are outstanding as of the Effective Date and to pay to Taiga its share of the exercise price, upon the exercise of such securities;
- (p) **"Eagle Plains Shareholders"** means the shareholders of Eagle Plains;
- (q) **"Eagle Plains Shares"** means the voting common shares without par value which Eagle Plains is authorized to issue as the same are constituted on the date hereof;
- (r) **"Eagle Plains Stock Option Plan"** means the stock option plan of Eagle Plains adopted on February 24, 1995, and as subsequently updated and amended;
- (s) **"Eagle Plains Stock Options"** means share purchase options issued pursuant to the Eagle Plains Stock Option Plan which are outstanding on the Effective Date;
- (t) **"Effective Date"** shall be the Listing Date;
- (u) **"Final Order"** means the final order of the Court approving the Arrangement;
- (v) **"Interim Order"** means the interim order of the Court providing advice and directions in connection with the Eagle Plains Meeting and the Arrangement;

*Exhibit II*

- (w) "**Listing Date**" means the date the Taiga Shares are listed on the Canadian Securities Exchange;
- (x) "**Plan of Arrangement**" means this Plan of Arrangement, as the same may be amended from time to time;
- (y) "**Registrar**" means the Registrar of Corporations under the BCA;
- (z) "**Related Liabilities**" means liabilities that relate to the Spin-off Properties, as described in §2.7 of the Arrangement Agreement;
- (aa) "**Spin-off Properties**" means the assets of Eagle Plains described in **Exhibit I** to the Arrangement Agreement;
- (bb) "**Taiga**" means Taiga Gold Corp., a company existing under the BCA;
- (cc) "**Taiga Options/Warrants Commitment**" means the covenant of Taiga described in §4.3 of the Arrangement Agreement to issue Taiga Shares to the holders of Eagle Plains Stock Options or Eagle Plains Warrants which are outstanding as of the Effective Date, upon the exercise of such securities;;
- (dd) "**Taiga Note**" means the promissory note which Taiga will create and issue to Eagle Plains to redeem the Taiga Reorganization Shares, as described in §3.1(f) of this Plan of Arrangement;
- (ee) "**Taiga Reorganization Shares**" means the new series of preferred shares, as more particularly described in Appendix II hereto, to be created and issued by Taiga to Eagle Plains as consideration for the Spin-off Properties as set out in §3.1(e) of this Plan of Arrangement;
- (ff) "**Taiga Shareholders**" means the shareholders of Taiga;
- (gg) "**Taiga Shares**" means the voting common shares without par value which Taiga is authorized to issue as the same are constituted on the date hereof;
- (hh) "**Tax Act**" means the Income Tax Act (Canada), as amended from time to time; and
- (ii) "**Transfer Agent**" means AST Trust Company (Canada) at its principal office in Calgary, Alberta;

1.2 **Interpretation Not Affected by Headings:** The division of this Plan of Arrangement into articles, sections, subsections, paragraphs and subparagraphs and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specifically indicated, the terms "this Plan of Arrangement", "hereof", "hereunder" and similar expressions refer to this Plan of Arrangement as a whole and not to any particular article, section, subsection, paragraph or subparagraph and include any agreement or instrument supplementary or ancillary hereto.

1.3 **Number and Gender:** Unless the context otherwise requires, words importing the singular number only shall include the plural and vice versa, words importing the use



of either gender shall include both genders and neuter and words importing persons shall include firms and corporations.

- 1.4 **Meaning:** Words and phrases used herein and defined in the BCA shall have the same meaning herein as in the BCA, unless the context otherwise requires.

## **ARTICLE 2 ARRANGEMENT AGREEMENT**

- 2.1 **Arrangement Agreement:** This Plan of Arrangement is made pursuant and subject to the provisions of the Arrangement Agreement.

## **ARTICLE 3 THE ARRANGEMENT**

- 3.1 **The Arrangement:** On the Effective Date, the following shall occur and be deemed to occur in the following chronological order without further act or formality notwithstanding anything contained in the provisions attaching to any of the securities of Eagle Plains or Taiga, but subject to the provisions of Article 5:

- (a) The authorized share capital of Eagle Plains shall be altered by:
- (i) renaming and re-designating all of the issued and unissued Eagle Plains Shares as Class A common shares (the "**Eagle Plains Class A Shares**");
  - (ii) creating an unlimited number of common shares with terms identical to the Eagle Plains Shares (the "**Eagle Plains New Shares**"); and
  - (iii) creating an unlimited number of preferred shares, as more particularly described in Appendix I hereto (the "**Eagle Plains Butterfly Shares**").
- (b) Eagle Plains' Articles shall be amended to reflect the alterations in §3.1(a).
- (c) Each issued and outstanding Eagle Plains Class A Share outstanding on the Effective Date shall be exchanged for one Eagle Plains New Share and one-half of an Eagle Plains Butterfly Share and subject to the provisions of Article 5, such Eagle Plains Shareholders shall cease to be the holders of the Eagle Plains Class A Shares so exchanged. The name of each Eagle Plains Shareholder who is so deemed to exchange his, her or its Eagle Plains Class A Shares, shall be removed from the register of shareholders of Eagle Plains Class A Shares with respect to the Eagle Plains Class A Shares so exchanged and shall be added to the registers of shareholders of Eagle Plains New Shares and Eagle Plains Butterfly Shares as the holder of the number of Eagle Plains New Shares and Eagle Plains Butterfly Shares, deemed to have been received on the exchange, whereupon all of the issued Eagle Plains Class A Shares shall be cancelled with the appropriate entries being made in the register of shareholders of Eagle Plains Class A Shares. The paid-up capital (as that term is used for purposes of the Tax Act) of the Eagle Plains Class A Shares immediately prior to the Effective Date shall be allocated between the Eagle Plains New Shares and the Eagle Plains Butterfly Shares so that the

*Exhibit II*

paid-up capital of the Eagle Plains New Shares and the Eagle Plains Butterfly Shares is based on the proportion that the fair market value (as that term is used for purposes of the Tax Act) of the Eagle Plains New Shares or the Eagle Plains Butterfly Shares, as the case may be, is of the fair market value of all new shares issued on exchange.

- (d) Each holder of Eagle Plains Butterfly Shares ("**Eagle Butterfly Holder**") issued pursuant to §3.1(c) will transfer to Taiga their Eagle Plains Butterfly Shares having an aggregate fair market value equal to the amount by which the fair market value of the Spin-off Properties exceeds the Related Liabilities, if any, assumed by Taiga. As sole consideration, Taiga will issue to each particular Eagle Butterfly Holder an equal number of Taiga Shares having an aggregate fair market value at that time equal to the aggregate fair market value of the Eagle Plains Butterfly Shares that each particular holder of Eagle Plains Butterfly Shares so transferred to Taiga.
- (e) Eagle Plains shall transfer the Spin-off Properties to Taiga in exchange for:
  - (i) that number of Taiga Reorganization Shares that equal the amount by which the fair market value of the Spin-off Properties exceeds the Related Liabilities, if any, assumed by Taiga; and
  - (ii) Taiga agreeing to the Taiga Options/Warrants Commitment.
- (f) Immediately after the transfer of the Spin-off Properties by Eagle Plains to Taiga pursuant to §3.1(e), Taiga will purchase for cancellation all of the Taiga Reorganization Shares held by Eagle Plains and will issue to Eagle Plains, as payment therefore, a demand non-interest bearing promissory note having a principal amount and fair market value equal to the aggregate redemption amount and fair market value of the Taiga Reorganization Shares so redeemed (the "**Taiga Note**"). Eagle Plains will accept the Taiga Note as full satisfaction for the redemption price of its Taiga Reorganization Shares so redeemed.
- (g) Immediately after the transfer of the Spin-off Properties by Eagle Plains to Taiga pursuant to §3.1(e), Eagle Plains will purchase for cancellation all of the Eagle Plains Butterfly Shares held by Taiga for an amount equal to their fair market value at that time and will issue to Taiga, as payment thereof, a demand non-interest bearing promissory note having a principal amount and fair market value equal to that amount (the "**Eagle Plains Note**"). Taiga will accept the Eagle Plains Note as full satisfaction for the purchase price of its Eagle Plains Butterfly Shares so purchased.
- (h) The principal amount and fair market value of the Eagle Plains Note, and the principal amount and fair market value of the Taiga Note, will be equal to each other.
- (i) Eagle Plains will satisfy the principal amount of the Eagle Plains Note by transferring to Taiga the Taiga Note that will be accepted by Taiga as full repayment, by way of set-off, of the Eagle Plains Note. Concurrently, Taiga will satisfy the principal amount of the Taiga Note by transferring to Eagle Plains the Eagle Plains Note that will be accepted by Eagle Plains as full

*Exhibit II*

repayment, by way of set-off, of the Taiga Note. The Eagle Plains Note and the Taiga Note will both be marked paid in full and cancelled.

- (j) Immediately after the transfer of the Spin-off Properties by Eagle Plains to Taiga pursuant to §3.1(e), Eagle Plains will acquire, by subscribing for and purchasing for cash consideration, that number of Taiga Shares which shall equal nineteen and ninety-nine one-hundredths percent (19.99%) of the aggregate number of Taiga Shares issued pursuant to this §3.1(j) and §3.1(d).
  - (k) The Eagle Plains Class A Shares and the Eagle Plains Butterfly Shares, none of which will be allotted and issued once the steps referred to in §3.1(a), §(c), §(d) and §(g) are completed, shall be cancelled and the authorized capital of Eagle Plains shall be diminished by deleting the Eagle Plains Class A Shares and the Eagle Plains Butterfly Shares as classes or series of shares of Eagle Plains.
  - (l) The Articles of Eagle Plains shall be amended to reflect the alterations in §3.1(k).
  - (m) The Taiga Reorganization Shares, none of which will be allotted and issued once the steps referred to in §3.1(e) and §(f) are completed, shall be cancelled and the authorized capital of Taiga shall be diminished by deleting the Taiga Reorganization Shares as a series of preferred shares of Taiga.
  - (n) The Articles of Taiga shall be amended to reflect the alterations in §3.1(m).
  - (o) After the Effective Date, all Eagle Plains Options and Eagle Plains Warrants shall be exercisable pursuant to and in accordance with the Eagle Plains Options/Warrants Commitment and the Taiga Options/Warrants Commitment.
- 3.2 **No Fractional shares:** Notwithstanding any other provision of this Arrangement, no fractional Taiga Shares shall be distributed to the Eagle Plains Shareholders or the holders of Eagle Plains Options or Eagle Plains Warrants.
- 3.3 **Effective Date:** In §3.1(c) the reference to an Eagle Plains Shareholder shall mean a person who is an Eagle Plains Shareholder on the Effective Date, subject to the provisions of Article 5.
- 3.4 **Deemed Time for Redemption:** In addition to the chronological order in which the transactions and events set out in §3.1 shall occur and shall be deemed to occur, the time on the Effective Date for the exchange of Eagle Plains Butterfly Shares for Taiga Shares set out in §3.1(f) shall occur and shall be deemed to occur immediately after the time of listing of the Taiga Shares on the Canadian Securities Exchange on the Effective Date.
- 3.5 **Deemed Fully Paid and Non-Assessable Shares:** All Eagle Plains New Shares, Eagle Plains Butterfly Shares, Taiga Reorganization Shares and Taiga Shares issued pursuant hereto shall be deemed to be validly issued and outstanding as fully paid and non-assessable shares for all purposes of the BCA.

- 3.6 **Arrangement Effectiveness:** The Arrangement shall become final and conclusively binding on the Eagle Plains Shareholders and the Taiga Shareholders and each of Eagle Plains and Taiga on the Effective Date.
- 3.7 **Supplementary Actions:** Notwithstanding that the transactions and events set out in §3.1 shall occur and shall be deemed to occur in the chronological order therein set out without any act or formality, each of Eagle Plains and Taiga shall be required to make, do and execute or cause and procure to be made, done and executed all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may be required to give effect to, or further document or evidence, any of the transactions or events set out in §3.1, including, without limitation, any resolutions of directors authorizing the issue, transfer or redemption of shares, any share transfer powers evidencing the transfer of shares and any receipt therefor, and any necessary additions to or deletions from share registers.

#### **ARTICLE 4 CERTIFICATES**

- 4.1 **Eagle Plains Class A Shares:** Recognizing that the Eagle Plains Shares shall be renamed and re-designated as Eagle Plains Class A Shares pursuant to §3.1(a) and that the Eagle Plains Class A Shares shall be exchanged partially for Eagle Plains New Shares pursuant to §3.1(c), Eagle Plains shall not issue replacement share certificates representing the Eagle Plains Class A Shares.
- 4.2 **Eagle Plains' Taiga Reorganization Shares:** Recognizing that the Taiga Reorganization Shares issued to Eagle Plains under §3.1(e) shall be redeemed by Taiga pursuant to the provisions of §3.1(f), Taiga shall issue one share certificate representing all of the Taiga Reorganization Shares registered in the name of Eagle Plains, which share certificate shall be held by the Depository until such shares are redeemed by Taiga and such certificate shall then be cancelled by the Depository.
- 4.3 **Eagle Plains Preferred Shares:** Recognizing that all of the Eagle Plains Butterfly Shares issued to the Eagle Plains Shareholders under §3.1(c) will be transferred by the Eagle Butterfly Holders to Taiga in exchange for Taiga Shares under §3.1(d), and that such Eagle Plains Butterfly Shares will then be purchased by Eagle Plains for cancellation under §3.1(g), Eagle Plains shall issue one share certificate representing all of the Eagle Plains Butterfly Shares issued pursuant to §3.1(c) in trust for the Eagle Plains Shareholders, which share certificate will be held by the Depository for the benefit of the Eagle Plains Shareholders and thereafter for the benefit of Taiga until such Eagle Plains Butterfly Shares are purchased by Eagle Plains, and such certificate shall then be cancelled by the Depository.
- 4.4 **Taiga Share Certificates:** As soon as practicable following the Effective Date, Taiga shall cause to be issued to the registered holders of Eagle Plains Shares as of the Effective Date, share certificates representing the Taiga Shares of which each such Eagle Plains Shareholder will be the registered holder at the close of business on the Effective Date, and shall cause such share certificates to be delivered or mailed to such registered shareholders.
- 4.5 **New Share Certificates:** From and after the Effective Date, share certificates representing Eagle Plains Shares not deemed to have been cancelled pursuant to Article 5 shall for all purposes be deemed to be share certificates representing Eagle

Plains New Shares, and no new share certificates shall be issued with respect to the Eagle Plains New Shares issued in connection with the Arrangement.

- 4.6 **Interim Period:** Any Eagle Plains Shares traded after the Effective Date will represent Eagle Plains New Shares as of the Effective Date and shall not carry any rights to receive Taiga Shares.

## **ARTICLE 5 RIGHTS OF DISSENT**

- 5.1 **Dissent Right:** Notwithstanding §3.1 hereof, holders of Eagle Plains Shares may exercise rights of dissent (the "Dissent Right") in connection with the Arrangement pursuant to the Interim Order and in the manner set forth in section 191 of the BCA (the "**Dissent Procedures**").
- 5.2 **Dealing with Dissenting Shares:** Eagle Plains Shareholders who duly exercise Dissent Rights with respect to their Eagle Plains Shares ("**Dissenting Shares**") and who:
- (a) are ultimately entitled to be paid fair value for their Dissenting Shares shall be deemed to have transferred their Dissenting Shares to Eagle Plains for cancellation immediately before the Effective Date; or
  - (b) for any reason are ultimately not entitled to be paid for their Dissenting Shares, shall be deemed to have participated in the Arrangement on the same basis as a non-dissenting Eagle Plains Shareholder and shall receive Eagle Plains New Shares and Taiga Shares on the same basis as every other non-dissenting Eagle Plains Shareholder;

but in no case shall Eagle Plains be required to recognize such persons as holding Eagle Plains Shares on or after the Effective Date.

- 5.3 **Reservation of Taiga Shares:** If an Eagle Plains Shareholder exercises the Dissent Right, Eagle Plains shall on the Effective Date set aside and not distribute that portion of the Taiga Shares which is attributable to the Eagle Plains Shares for which Dissent Rights have been exercised. If the dissenting Eagle Plains Shareholder is ultimately not entitled to be paid for their Dissenting Shares, Eagle Plains shall distribute to such Eagle Plains Shareholder his or her pro rata portion of the Taiga Shares. If an Eagle Plains Shareholder duly complies with the Dissent Procedures and is ultimately entitled to be paid for their Dissenting Shares, then Eagle Plains shall retain the portion of the Taiga Shares attributable to such Eagle Plains Shareholder and such shares will be dealt with as determined by the Board of Directors of Eagle Plains in its discretion.

## **ARTICLE 6 REFERENCE DATE**

- 6.1 **Reference Date:** This plan of arrangement is dated for reference January 19, 2018.

## APPENDIX I

### **ARTICLE 1 SPECIAL RIGHTS AND RESTRICTIONS FOR THE SERIES Z PREFERRED SHARES OF EAGLE PLAINS RESOURCES LTD. (the "Corporation")**

#### **1.1 The Butterfly Shares**

The Series Z Preferred Shares, as a series (the "**Butterfly Shares**"), shall have attached thereto the following special rights, privileges, restrictions and conditions:

(a) **Voting**

The holders of the Butterfly Shares shall be entitled as such to receive notice of, attend and vote at any meeting of the shareholders of the Corporation;

(b) **Dividends**

Subject to the prior rights of holders of any shares of the Corporation ranking in priority to the Butterfly Shares, the holders of the Butterfly Shares shall be entitled to receive, if, as and when declared by the Board of Directors, non-cumulative cash dividends in an amount or amounts to be determined by the Board of Directors from time to time;

(c) **Redemption**

Subject to applicable law, the Corporation may, with or without notice, redeem at any time any of the then outstanding Butterfly Shares on payment in cash or property for each Butterfly Share of an amount equal to the Butterfly Share Redemption Amount, and the Board of Directors may authorize any person to conclusively determine the Butterfly Share Redemption Amount at any time, such determination to be evidenced by a certificate of such person. The Butterfly Share Redemption Amount will be the specified amount for the purposes of the Tax Act;

(d) **Retraction**

Subject to applicable law, the holder of Butterfly Shares is entitled to require the Corporation to redeem the Butterfly Shares at any time for an amount equal to the Butterfly Share Redemption Amount;

(e) **Restriction on Payments to other Classes**

Notwithstanding any other provision contained in the Articles of the Corporation, no dividends shall be paid on any class of shares of the Corporation other than the Butterfly Shares, if there are reasonable grounds to believe that the realizable value of the net assets of the Corporation, after payment of the dividends would be less than the aggregate of the Butterfly Share Redemption Amount relating to all of the Butterfly Shares then outstanding; and

(f) **Dissolution**

In the event of liquidation, dissolution or winding-up of the Corporation or other return of capital by the Corporation, whether voluntary or involuntary, the holders of the Butterfly Shares are entitled to receive, before any distribution of any part of the profits and assets of the Corporation among the holders of any other shares, a payment of an amount equal to the Butterfly Share Redemption Amount to the extent of the amount of value of property available under applicable law for payment to shareholders upon such liquidation, dissolution or winding-up, and will be entitled to no more than the amount of that payment.

1.2 **Definitions**

In these Special Rights and Restrictions:

- (a) **"Act"** means the *Business Corporations Act* (Alberta);
- (b) **"Arrangement"** means the arrangement pursuant to Part 15, Section 193 of the Act as contemplated by the Arrangement Agreement dated as of January 19, 2018, between Taiga and the Corporation;
- (c) **"Board of Directors"** means the board of directors of the Corporation;
- (d) **"Butterfly Proportion"** means the fraction A/B where:
  - (i) is the net fair market value of the Spin-off Properties to be transferred by the Corporation to Taiga, determined immediately before such transfer; and
  - (ii) is the net fair market value of all property owned by the Corporation immediately before the transfer of the Spin-off Properties to Taiga.
- (e) **"Butterfly Share Redemption Amount"** means the aggregate fair market value of the Eagle Plains Shares outstanding immediately before the exchange of Eagle Plains Shares, multiplied by the Butterfly Proportion, then divided by the number of Butterfly Shares issued and outstanding, plus any declared but unpaid dividends thereon;
- (f) **"Butterfly Shares"** means the Series Z Preferred Shares described in §1.1 above;
- (g) **"Corporation"** means Eagle Plains Resources Ltd.;
- (h) **"Eagle Plains Shares"** means the issued voting common shares of the Corporation;
- (i) **"Eagle Plains New Shares"** means the new voting common shares of the Corporation, identical in terms to the Eagle Plains Shares, for which the Eagle Plains Shares are, in part, to be exchanged pursuant to the Arrangement;

- (j) **"Effective Date"** means the date upon which the Arrangement becomes effective;
- (k) **"Spin-off Properties"** means those assets of the Corporation which are to be transferred to Taiga pursuant to §3.1(e) of the Arrangement;
- (l) **"Tax Act"** means the *Income Tax Act* (Canada), as amended;
- (m) **"Taiga"** means Taiga Gold Corp.; and
- (n) **"Taiga Shares"** means the issued voting common shares of Taiga.

### 1.3 **Issuance of Butterfly Shares**

On the Effective Date and subject to the provisions of the Act, pursuant to §3.1(c) of the Arrangement, each Eagle Plains Share shall be exchanged for one Eagle Plains New Share and one-half of a Butterfly Share, where:

- (a) the amount to be specified in respect of each Butterfly Share so issued will:
  - (i) be pursuant to a resolution of the Board of Directors;
  - (ii) be expressed as a dollar amount;
  - (iii) not be determined by a formula; and
  - (iv) not exceed the net fair market of the property received by the Corporation in consideration for its issuance.

### 1.4 **Automatic Transfer**

On the Effective Date and subject to the provisions of Act, pursuant to §3.1(d) of the Arrangement each holder of Butterfly Shares will transfer to Taiga their Butterfly Shares (having an aggregate fair market value equal to the fair market value of the Spin-off Properties) for an equal number of Taiga Shares with no par value having an aggregate fair market value equal to the fair market value of the Butterfly Shares so transferred. Such transfer will occur without any notice or other act or formality required by the Corporation, Taiga or the holders of the Butterfly Shares, and the holders shall cease to be entitled to any right in respect of such shares except to receive the Taiga Shares, unless the issuance of the Taiga Shares is not made by Taiga in accordance with the stated terms of the Arrangement and this §1.4, in which case the rights of the holders of such shares shall remain unimpaired.

### 1.5 **Automatic Purchase for Cancellation**

On the Effective Date and subject to the provisions of the Act, the Butterfly Shares transferred to Taiga pursuant to §1.4 above, will pursuant to §3.1(g) of the Arrangement be purchased by the Corporation for cancellation by issuing to Taiga, as payment therefore, a demand non-interest bearing promissory note having a principal amount and fair market value equal to the fair market value of the Butterfly Shares at that time (the "Note"), and Taiga will accept the Note as full satisfaction for the purchase price of its Butterfly Shares so purchased, without any notice or



*Appendix I*

4

other act or formality required by the Corporation or Taiga, and Taiga shall cease to be entitled to any right in respect of such shares except to receive the Note, unless the issuance of the Note is not made by the Corporation in accordance with the stated terms of the Arrangement and this §1.5, in which case the rights of Taiga shall remain unimpaired.

## **APPENDIX II**

### **ARTICLE 1 SPECIAL RIGHTS AND RESTRICTIONS FOR THE SERIES Z PREFERRED SHARES OF TAIGA GOLD CORP.**

(the "Corporation")

#### **1.1 The Reorganization Shares**

The Series Z Preferred Shares, as a series (the "**Reorganization Shares**"), shall have attached thereto the following special rights, privileges, restrictions and conditions:

(a) **Voting**

The holders of the Reorganization Shares shall be entitled as such to receive notice of, attend and vote at any meeting of the shareholders of the Corporation;

(b) **Dividends**

Subject to the prior rights of holders of any shares of the Corporation ranking in priority to the Reorganization Shares, the holders of the Reorganization Shares shall be entitled to receive, if, as and when declared by the Board of Directors, non-cumulative cash dividends in an amount or amounts to be determined by the Board of Directors from time to time;

(c) **Redemption**

Subject to applicable law, the Corporation may, with or without notice, redeem at any time any of the then outstanding Reorganization Shares on payment in cash or property for each Reorganization Share of an amount equal to the Reorganization Share Redemption Amount, and the Board of Directors may authorize any person to conclusively determine the Reorganization Redemption Amount at any time, such determination to be evidenced by a certificate of such person. The Reorganization Share Redemption Amount will be the specified amount for the purposes of the Tax Act;

(d) **Retraction**

Subject to applicable law, the holder of Reorganization Shares is entitled to require the Corporation to redeem the Reorganization Shares at any time for an amount equal to the Reorganization Share Redemption Amount;

(e) **Restriction on Payments to other Classes**

Notwithstanding any other provision contained in the Articles of the Corporation, no dividends shall be paid on any class of shares of the Corporation other than the Reorganization Shares, if there are reasonable grounds to believe that the realizable value of the net assets of the Corporation, after payment of the dividends would be less than the aggregate

of the Reorganization Share Redemption Amount relating to all of the Reorganization Shares then outstanding; and

(f) **Dissolution**

In the event of liquidation, dissolution or winding-up of the Corporation or other return of capital by the Corporation, whether voluntary or involuntary, the holders of the Reorganization Shares are entitled to receive, before any distribution of any part of the profits and assets of the Corporation among the holders of any other shares, a payment of an amount equal to the Reorganization Share Redemption Amount to the extent of the amount of value of property available under applicable law for payment to shareholders upon such liquidation, dissolution or winding-up, and will be entitled to no more than the amount of that payment.

1.2 **Definitions**

In these Special Rights and Restrictions:

- (a) **"Act"** Means the *Business Corporations Act* (Alberta);
- (b) **"Arrangement"** means the arrangement pursuant to Part 15, Section 193 of the Act as contemplated by the Arrangement Agreement dated as of January 19, 2018, between Eagle Plains and the Corporation;
- (c) **"Board of Directors"** means the board of directors of Taiga;
- (d) **"Corporation"** means Taiga Gold Corp.;
- (e) **"Eagle Plains"** means Eagle Plains Resources Ltd.;
- (f) **"Effective Date"** means the date upon which the Arrangement becomes effective;
- (g) **"Reorganization Share Redemption Amount"** means the aggregate fair market value of the Spin-off Properties at the time of transfer to Taiga less any liabilities, divided by the number of Reorganization Shares issued in consideration therefore, plus any declared but unpaid dividends thereon;
- (h) **"Reorganization Shares"** means the Series Z Preferred Shares described in §1.1 above;
- (i) **"Spin-off Properties"** means those assets of Eagle Plains which are to be transferred to Taiga pursuant to §3.1(e) of the Arrangement;
- (j) **"Tax Act"** means the *Income Tax Act* (Canada), as amended; and
- (k) **"Taiga Shares"** means the issued voting common shares of the Corporation.

### 1.3 **Issuance of Reorganization Shares**

On the Effective Date and subject to the provisions of the Act, pursuant to §3.1(e) of the Arrangement, the Corporation will issue to Eagle Plains a number of Reorganization Shares in exchange for the transfer by Eagle Plains to the Corporation of the Spin-off Properties, where:

- (a) the amount to be specified in respect of each Reorganization Share so issued will:
  - (i) be pursuant to a resolution of the Board of Directors;
  - (ii) be expressed as a dollar amount;
  - (iii) not be determined by a formula; and
  - (iv) not exceed the net fair market of the Spin-off Properties received by the Corporation in consideration for its issuance;
- (b) such issuance will occur without any notice or other act or formality required by the Corporation or Eagle Plains.

### 1.4 **Automatic Purchase for Cancellation**

On the Effective Date and subject to the provisions of the Act, the Reorganization Shares issued to Eagle Plains pursuant to §1.3 above, will pursuant to §3.1(f) of the Arrangement be purchased by the Corporation for cancellation by issuing to Eagle Plains, as payment therefore, a demand non-interest bearing promissory note having a principle amount and fair market value equal to the fair market value of the Reorganization Shares at that time (the "Note"), and Eagle Plains will accept the Note as full satisfaction for the purchase price of its Reorganization Shares so purchased, without any notice or other act or formality required by the Corporation or Eagle Plains, and Eagle Plains shall cease to be entitled to any right in respect of such shares except to receive the Note, unless the issuance of the Note is not made by the Corporation in accordance with the stated terms of the Arrangement and this §1.4, in which case the rights of Eagle Plains shall remain unimpaired.