



RBC Capital Markets

RBC Dominion Securities Inc.

P.O. Box 50
Royal Bank Plaza
Toronto, ON M5J 2W7
Telephone: 416-842-2000

STRICTLY PRIVATE & CONFIDENTIAL

July 14, 2016

Lightstream Resources Ltd.
2800, 525 – 8th Avenue SW
Calgary, Alberta T2P 1G1

Attention: Mr. John Wright
President and Chief Executive Officer

Dear Sirs:

Reference is made to the engagement letter dated June 1, 2016 (the "Engagement Letter") between Lightstream Resources Ltd. (the "Company") and RBC Dominion Securities Inc. ("RBC"), attached hereto as Schedule I. Further to the expanded services of this mandate, the Company and RBC agree to amend (the "Amending Agreement") the Engagement Letter to reflect the foregoing as follows:

1. Defined Terms

Capitalized terms used in this Amending Agreement and not otherwise defined have the meanings specified in the Engagement Letter.

2. Amendments to the Engagement Letter

The Engagement Letter is amended as follows:

- (a) Section 1 (Services) of the Engagement Letter is hereby amended as follows:

"RBC's services in connection with a Transaction are at the request of and for the benefit of the Board and will comprise reviewing any proposed Asset Sale or Restructuring proposed to the Board, and providing advice to the Board with respect to any such proposed Transaction.

RBC understands that the Company has retained other advisors to advise on and execute potential Asset Sale and Restructuring alternatives, including determining strategies and tactics to pursue such Transactions and negotiating with potential purchasers of Assets or holders of Existing Liabilities, and the Company acknowledges that RBC will not be providing any such services hereunder.

Additionally, if requested by the Board, RBC's services in connection with a Restructuring will include the furnishing of RBC's opinions (the "Opinions" and each separately, an "Opinion") as to (i) the fairness, from a financial point of view, of the Restructuring to the Company and (ii) whether each class of security holders would be in a better financial position under the Restructuring than if the Company were liquidated, provided that RBC does not determine, in its sole discretion, that it is unable to provide the Opinions."

- (b) Section 2 (Information), Section 3 (Fairness Opinion), Section 5 (Disclaimer of Liability) and Schedule A (Representation Letter)

All references to "Fairness Opinion" shall be changed to "Opinions" and related singular language shall be updated to plural.

- (c) Section 4(b) (Fees) of the Engagement Letter is hereby replaced by the following:

"Opinion Fees: in connection with a request of the Board that RBC provide Opinions with respect to a Restructuring, an Opinion Fee of \$250,000 for each Opinion, payable upon delivery of each Opinion (regardless of its conclusions) to the Board, or if the Board determines not to request an Opinion in writing, upon the provision of RBC's final assessment as to (i) the fairness, from a financial point of view, of the Restructuring to the Company or (ii) whether each class of security holders would be in a better financial position under the Restructuring than if the Company were liquidated;"

3. Indemnity

For greater certainty, the provisions with respect to indemnity and other matters set forth in Section 7 and Schedule B of the Engagement Letter are incorporated by reference into and shall apply to this Amending Agreement.

4. Engagement Letter

The parties hereto acknowledge and further agree that this agreement shall not in any way affect the rights and obligations of the parties as provided for in the Engagement Letter except as expressly contemplated hereby and such rights and obligations otherwise remain in full force and effect.

5. Governing Law


The Amending Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta.

This agreement may be executed in any number of separate counterparts (including by facsimile or other electronic means) and all such signed counterparts will together constitute one and the same agreement.

Please confirm that the foregoing is in accordance with the Company's understanding by signing and returning the attached duplicate copy of this letter, which shall thereupon constitute a binding agreement between the Company and RBC.


Yours very truly,

RBC DOMINION SECURITIES INC.

By: 
Name (Print): GOREY FRAIBERG
Title (Print): MANAGING DIRECTOR

Accepted and agreed to as of the 14th day of July, 2016.

LIGHTSTREAM RESOURCES LTD.

By: 
Name (Print): John D. Wright
Title (Print): President & Chief Executive Officer

Schedule I



RBC Capital Markets®

RBC Dominion Securities Inc.
3900, 888 - 3rd Street SW, Calgary, Alberta T2P 5C5
Telephone: 403-299-7111
Fax: 403-299-8900

STRICTLY PRIVATE AND CONFIDENTIAL

June 1, 2016

Lightstream Resources Ltd.
2800, 525 - 8th Avenue SW
Calgary, AB T2P 1G1

Attention: **Mr. John Wright**
President and Chief Executive Officer

Dear Sirs and Mesdames:

This letter sets out the terms and conditions on which **Lightstream Resources Ltd.** (the "Company") has engaged RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, as financial advisor to its Board of Directors (the "Board") in connection with a potential transaction (the "Transaction") involving either (i) a direct or indirect sale, disposition or partial sale of the Company's assets (an "Asset") to one or more third parties having a minimum aggregate value of \$200 million (an "Asset Sale"), including by way of joint venture, farm-in, partial working interest sale, variable production payment structure or other partial monetization structure, and/or (ii) certain recapitalization, reorganization or restructuring transaction alternatives as described below (a "Restructuring") with respect to the Company and its subsidiaries or affiliates or any other entity that may be formed, or invested in, to consummate any such transaction (a "Successor").

As used in this agreement, a Restructuring shall mean a recapitalization, reorganization or restructuring of the Company's 9.875% 2nd Lien Notes due 2019 or 8.625% Senior Unsecured Notes due 2020 (collectively, the "Existing Liabilities"), without limitation, through purchase or repurchase, payment or repayment, financing or refinancing, by way of exchange of all or part of the Existing Liabilities for cash, debt, equity securities or securities convertible or exchangeable into equity securities, including without limitation, warrants, options, convertible or preferred securities of the Company, its subsidiaries or affiliates or a Successor, as the case may be, conversion, cancellation, forgiveness, retirement and/or material modification or amendment to the terms, conditions or covenants, extension of the maturity or other rescheduling, financing, refinancing, renegotiation or amendment thereof including pursuant to a repurchase, tender offer, or an exchange transaction whether privately or publicly consummated or a solicitation of consents, waivers, acceptances or authorizations, or under a proposal, reorganization or arrangement pursuant to proceedings under applicable corporate, restructuring, arrangement, reorganization or similar laws of any jurisdiction now or hereafter in effect.

The terms of this letter agreement replace those contained in the engagement letter dated May 29, 2015 between the Company and RBC (the "Prior Engagement Letter"), and the Company and RBC acknowledge and agree that as of the date hereof, neither party has any obligation to the other with

respect to the Prior Engagement Letter other than (i) the Company's obligations to indemnify RBC pursuant to the terms of the Indemnity contained in the Prior Engagement Letter, (ii) the Company's obligation to pay expenses due to RBC under the Prior Engagement Letter, and (iii) each of the Company's and RBC's confidentiality obligations as contained in the Prior Engagement Letter.

1. Services

RBC's services in connection with a Transaction are at the request of and for the benefit of the Board and will comprise reviewing any proposed Asset Sale or Restructuring proposed to the Board, and providing advice to the Board with respect to any such proposed Transaction.

RBC understands that the Company has retained other advisors to advise on and execute potential Asset Sale and Restructuring alternatives, including determining strategies and tactics to pursue such Transactions and negotiating with potential purchasers of Assets or holders of Existing Liabilities, and the Company acknowledges that RBC will not be providing any such services hereunder.

Additionally, if requested by the Board, RBC's services in connection with a Restructuring will include the furnishing of RBC's opinion (the "Fairness Opinion") as to the fairness, from a financial point of view, of the Restructuring to the Company, provided that RBC does not determine, in its sole discretion, that it is unable to provide the Fairness Opinion.

2. Information

The Company will assemble and make available or cause to be made available to RBC on a timely basis all information (financial or otherwise), data, documents, opinions, appraisals, valuations or other information and materials of whatsoever nature or kind respecting the Company, its subsidiaries and any Transaction (collectively, the "Information") as RBC may reasonably require or consider appropriate in carrying out its services hereunder. In the event the Board requests RBC to provide a Fairness Opinion, the Company will also deliver a certificate of representation of the Company substantially in the form attached as Schedule A dated the date of the Fairness Opinion and signed by the President and Chief Executive Officer and Senior Vice President and Chief Financial Officer of the Company (or other appropriate senior officers acceptable to RBC). The Company also agrees to provide RBC with timely access to the directors, officers, employees, independent auditors, consultants and financial, legal and other professional advisors of the Company and its subsidiaries as RBC may reasonably require or consider appropriate in performing its services hereunder.

The Company represents and warrants to RBC, and will ensure, that all information concerning the Company and its subsidiaries and any Transaction, to be provided to RBC directly or indirectly, orally or in writing, by the Company and its agents and advisors in connection with RBC's engagement hereunder will be accurate and complete in all material respects and will not be misleading in any material way and will not omit to state any fact or information which might reasonably be considered material to the Fairness Opinion or any Transaction. RBC shall be entitled to rely upon such information and all other information that is filed by the Company and any third party involved in a Transaction with applicable securities regulatory or other similar authorities pursuant to applicable continuous disclosure obligations ("Continuous Disclosure Filings"), and RBC shall be under no obligation to verify independently any such information so provided to or otherwise obtained by RBC.

RBC shall also be under no obligation to determine whether there have been or to investigate any changes in any of such information occurring after the date any of the same were provided or obtained or subsequent to the date of the Fairness Opinion, other than Continuous Disclosure Filings which RBC will independently obtain.

The Company will advise RBC promptly of any material change or change in material facts of which it is aware, actual or contemplated, financial or otherwise, relating to the Company, any third party involved in a Transaction, or any change in any material aspect of any of the information or representations provided to RBC or any other material change or material fact of which the Company is aware that might reasonably be considered material to the Fairness Opinion. The Company agrees promptly to comply with all applicable requirements of regulatory authorities with respect to the occurrence of any such material change or change in material fact or intervening event.

The Company will advise RBC promptly of any request received by it from any applicable regulatory authority for any material information, meeting or hearing relating to a Transaction, the Fairness Opinion, the information circular or other disclosure document or documents prepared in connection with a Transaction for filing with regulatory authorities or delivery to shareholders or stakeholders of the Company (collectively, the "Disclosure Documents"), the issuance of any cease trading order or restraining order or of the initiation of any meeting, hearing, proceeding, litigation or investigation by a regulatory authority, shareholder or other party, with respect to a Transaction, the Fairness Opinion, or the Disclosure Documents.

The Company agrees to furnish RBC with the names of all parties with which the Company or its advisors have had meaningful discussions or contacts concerning a possible Transaction and to notify RBC promptly if any person contacts or approaches the Company or any of its directors, officers or employees in connection with a possible Transaction or an expression of interest therein.

3. Fairness Opinion

The Fairness Opinion will be made subject to and will be based upon such assumptions, limitations, qualifications and reservations as RBC, in the exercise of its professional judgment, considers necessary or prudent in the circumstances, including, without limitation the Information, the Third Party Information, advice and representations made or made available to RBC, and its access to management of the Company and any third party involved in a Restructuring, their respective subsidiaries or other relevant parties including independent advisors or consultants. Any such assumptions, limitations, qualifications and reservations will be communicated to the Company prior to the delivery of the Fairness Opinion.

RBC consents to the inclusion of and accompanying reference to the Fairness Opinion provided by RBC in a directors' circular or information circular in connection with a Restructuring, provided that the final draft of any such document has been provided to RBC and RBC has advised the Company of RBC's approval to the wording of such document as it pertains to RBC and the Fairness Opinion prior to its distribution. RBC shall bear no responsibility for the form or content of such document other than for the Fairness Opinion itself, the summary thereof and any description in such document of the services provided by RBC hereunder.

Except as expressly provided herein, the Fairness Opinion shall not otherwise be referred to, summarized, circulated, publicized, reproduced or used by the Company or provided to any party.

Notwithstanding any other provision of this agreement, the Fairness Opinion is provided solely for the use of the Board of Directors of the Company and may not be used or relied upon by any other person without the express prior written consent of RBC.

Prior to the consummation of the Restructuring, RBC shall be entitled to withdraw, change or supplement the Fairness Opinion if RBC concludes that there has been a material change in the business or affairs of the Company, a change in material facts, an omission to state a material fact, a material change in any of the factors upon which the Fairness Opinion is based or RBC becomes aware of any information not previously known by RBC, regardless of the source, which in RBC's opinion would make misleading in any material respect such Fairness Opinion.

4. Fees and Commitments

For its services hereunder, the Company will pay to RBC the following fees:

- (a) *Work Fee*: a Work Fee of \$50,000 per month beginning on June 1, 2016, due and payable monthly in advance commencing on the date of this agreement, and for a minimum of four (4) months and a maximum of seven (7) months;
- (b) *Opinion Fee*: in connection with a request of the Board that RBC provide a Fairness Opinion with respect to a Restructuring, an Opinion Fee of \$250,000, payable upon delivery of the Fairness Opinion (regardless of its conclusions) to the Board, or if the Board determines not to request the Fairness Opinion in writing, upon the provision of RBC's final assessment as to the fairness, from a financial point of view, of the Restructuring to the Company;
- (c) *Completion Fee*: Upon the closing of a Transaction, the Company shall pay RBC a Completion Fee of \$750,000.

100% of any Work Fees will be credited against any Completion Fee.

RBC shall be entitled to the Completion Fee above if a Transaction is completed involving any party, whether or not solicited by RBC, pursuant to an agreement to effect or otherwise complete a Transaction entered into during the term of RBC's engagement or for a period of twelve (12) months after termination of its engagement.

The Company will reimburse RBC for all reasonable out-of-pocket expenses incurred by RBC in entering into and performing this agreement, including but not limited to travel and communication expenses, database service expenses, courier charges, the reasonable fees and disbursements of counsel and any other advisors retained by RBC with the consent of the Company, such consent not to be unreasonably withheld. Notwithstanding the foregoing, RBC will obtain consent from the Company for out of pocket expenses, if such expenses are expected to exceed \$25,000 prior to incurring any such expenses, such consent not to be unreasonably withheld.

All or part of the amounts payable under this paragraph or under paragraph 5 may be subject to the Goods and Services Tax, Harmonized Sales Tax or applicable provincial sales tax (collectively, "Tax"). Where Tax is applicable, an additional amount equal to the amount of Tax owing will be charged to the Company.

The Company covenants and agrees to engage RBC on identical terms and conditions as contained herein upon commencement, by or against it, of proceedings, or the implementation of a Transaction, including, without limitation, any arrangement, reorganization, proposal, enforcement proceeding or process under (i) the *Companies' Creditors Arrangement Act*, (ii) the *Canada Business Corporations Act*, or similar provincial statute, (iii) the *Bankruptcy and Insolvency Act* (Canada), (iv) United States Bankruptcy Code or similar state statute or (v) any other similar or like kind legal statute, process or proceeding of any jurisdiction now or hereafter in effect, as part of its "first-day" applications, seek the entry of an order of the applicable supervising court for any such proceeding approving this agreement and its terms in their entirety and to use its best efforts to ensure that the Company continues to honour its obligations hereunder post-filing. The Company also covenants and agrees to support RBC in any motion to enforce the terms of this agreement in such or any other court or proceeding and to actively enforce and support and endorse the enforcement of this agreement before such court and against any challenge to this agreement or any of its terms and provisions.

5. Disclaimer of Liability

RBC expressly disclaims any liability or responsibility to any and all persons (past, present or future) including, without limitation, the Company, the Board, any special committee of the Board and any shareholder or other stakeholder of the Company:

- (a) by reason of any unauthorized use, reliance, publication, distribution of or reference to RBC or any of the advice or opinions, including the Fairness Opinion, provided by RBC or any unauthorized reference to RBC or this engagement; or
- (b) by reason of or in connection with the performance by RBC of its engagement hereunder, except to the extent that a court of competent jurisdiction in a final judgment shall determine that the loss, claim, damage or liability resulted primarily from the negligence or willful misconduct of RBC.

6. Term of Engagement

RBC will act for the Company as provided in this agreement until the earliest of the closing of a Transaction, the termination of its engagement by either the Company or RBC upon written notice to the other and seven (7) months from the date of this agreement, provided that the Company's obligations to indemnify, to pay any amounts due to RBC pursuant to this agreement including fees, expenses and Tax pursuant to paragraph 4 and to maintain the confidentiality of RBC's advice and opinions shall survive the completion of RBC's engagement hereunder, any withdrawal or termination of any Transaction or the expiry or other termination of this agreement. In addition, representations and warranties provided by the Company in connection with this agreement shall remain in full force and effect, regardless of any investigation made by RBC or on its behalf.

7. Indemnification

The Company hereby agrees to indemnify RBC in accordance with Schedule B hereto, which Schedule forms part of this agreement and the consideration for which is the entering into of this agreement. Such indemnity (the "Indemnity") shall be executed and delivered to RBC on the execution of this agreement and shall be in addition to, and not in substitution for, any liability which the Company or any other

person may have to RBC or to other persons indemnified pursuant to the Indemnity apart from the Indemnity. The Indemnity shall apply to all services contemplated herein.

8. Confidentiality

RBC acknowledges that all information provided to it by the Company pursuant to this agreement is confidential and that for a period of twelve (12) months following the earlier to occur of (i) termination of this agreement or (ii) completion of the Transaction, such information shall not be used other than in furtherance of the purposes of this agreement, provided that this confidentiality obligation shall not apply to information now in the public domain, information which may subsequently become public other than through breach by RBC of its obligations hereunder, information disclosed to RBC by third parties in respect of which such third parties are not under an obligation of confidentiality or information which is required by law to be disclosed. RBC and its representatives, including professional consultants, shall be made aware of and be bound by this provision.

Any other oral or written opinions or advice and other background or supporting materials or analysis provided by RBC in connection with its engagement hereunder are intended solely for the benefit of the Board and internal use in considering any Transaction. The Company covenants and agrees that no such opinion, advice, material or analysis shall be provided to any third party or used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time in any manner or for any purpose, except as required by applicable securities law requirements, and provided further that RBC is given a reasonable opportunity to comment on such disclosure or seek a protective order.

9. Acknowledgement of RBC Capital Markets' Activities

The Company acknowledges that RBC Capital Markets is a global, full service securities firm engaged in securities trading and brokerage activities, and providing investment banking, investment management, financial and financial advisory services. In the ordinary course of its trading, brokerage, investment and asset management and financial activities, RBC and its affiliates may hold long or short positions, and may trade or otherwise effect or recommend transactions, for its own account or the accounts of its customers, in debt or equity securities or loans of the Company or any other entities that may be involved in a Transaction.

The Company further acknowledges that, as a global, full service financial organization, RBC and its affiliates may also provide a broad range of financial products and services to its customers (including, but not limited to, banking, lending, financing, securities placement or underwriting, credit derivative, hedging and foreign exchange products and services), including the Company or any other entities that may be involved in a Transaction.

RBC acknowledges its responsibility to comply with applicable securities laws as they relate to the trading of securities while in possession of material non-public information and further acknowledges that it has in place information barriers to protect the unauthorized transmission of this information to employees of RBC and its affiliates who do not have a legitimate need to know this information. Neither RBC nor any of its affiliates will have any duty to disclose to the Company or utilize for the Company's benefit any non-public information acquired in the course of providing products or services to any other party, including any entities that may be involved in a Transaction.

10. Publicity

The Company acknowledges and agrees that RBC may, subsequent to the announcement of a Transaction, make public its involvement with the Company in any Transaction, including the right of RBC at its own expense to place advertisements describing its services to the Company in financial, news or business publications, provided that RBC will provide the Company a copy of such advertisement three business days prior to publication. Furthermore, if requested by RBC, the Company shall include a mutually acceptable reference to RBC in any press release or other public announcement made by the Company regarding any Transaction where reference is made by the Company to any of its other financial or legal advisors.

11. Other Matters

The Company acknowledges that it has retained RBC solely to provide the financial advisory services as set forth in this agreement and that RBC is not acting as an advisor to the Company in respect of legal, tax, accounting or regulatory matters in any jurisdiction, and that RBC will not provide any legal, tax, accounting or regulatory advice, either pursuant to this agreement or otherwise. The Company will be solely responsible for engaging and instructing such advisors as it deems necessary for purposes of the subject matter of this agreement and is solely responsible for making its own independent investigation and appraisal of any Transaction contemplated under this agreement, and RBC has no responsibility or liability for the Company with respect to such matters. In rendering its services hereunder, RBC will act as an independent contractor, and RBC owes its duties arising out of this engagement solely to the Company and to no other person. The Company acknowledges that nothing in this letter is intended to create duties to the Company beyond those expressly provided for in this letter, and RBC and the Company specifically disclaim the creation of any partnership, joint venture, fiduciary, agency or non-contractual relationship between, or the imposition of any partnership, joint venture, fiduciary, agency or non-contractual duties on, either party.

This agreement incorporates the entire agreement between the parties with respect to the subject matter of this agreement, and may not be amended or modified except in writing. This agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the parties hereby irrevocably attorn to the jurisdiction of the courts of the Province of Alberta. All financial references in this agreement are to Canadian dollars unless otherwise indicated. If any provision hereof shall be determined to be invalid or unenforceable in any respect, such determination shall not affect such provision in any other respect or any other provision hereof. Headings used herein are for convenience of reference only and shall not affect the interpretation or construction of this agreement. Unless otherwise defined herein, terms which are used in this agreement which are defined in the *Securities Act* (Ontario) shall have the meaning set forth therein for purposes of this agreement. This agreement may be executed in any number of separate counterparts (including by facsimile or other electronic means) and all such signed counterparts will together constitute one and the same agreement.

12. Acceptance

Please confirm that the foregoing is in accordance with the Company's understanding by signing and returning the attached duplicate copy of this letter, which shall thereupon constitute a binding agreement between the Company and RBC.

Yours very truly,

RBC DOMINION SECURITIES INC.

By: 

Name (Print): Darrell Law

Title (Print): Managing Director

Accepted and agreed to as of the 1st day of June, 2016.

LIGHTSTREAM RESOURCES LTD.

By: 

Name (Print): JOHN B. WRIGHT

Title (Print): President and Chief Executive Officer

SCHEDULE A

REPRESENTATION LETTER

RBC Dominion Securities Inc.
P.O. Box 50, 4th Floor
Royal Bank Plaza, South Tower
200 Bay Street
Toronto, Ontario
M5J 2W7

Dear Sirs:

In connection with the engagement letter (the "Engagement Letter") dated June 1, 2016 between Lightstream Resources Ltd. (the "Company") and RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, the undersigned, in our capacities as officers of the Company and on behalf of the Company and not in our personal capacities, represent and certify that:

1. We are the President and Chief Executive Officer and the Senior Vice President and Chief Financial Officer, respectively, of the Company and as such have knowledge of matters contained therein.
2. The Information provided orally by, or in the presence of, an officer or employee of the Company or in writing by the Company or any of its subsidiaries (as such term is defined in the *Securities Act* (Ontario)) or their respective agents to RBC for the purpose of preparing the Fairness Opinion was, at the date the Information was provided to RBC, and is at the date hereof complete, true and correct in all material respects, and did not and does not contain any untrue statement of a material fact in respect of the Company, its subsidiaries or the Restructuring and did not and does not omit to state a material fact in respect of the Company, its subsidiaries or the Restructuring necessary to make the Information or any statement contained therein not misleading in light of the circumstances under which the Information was provided or any statement was made.
3. Since the dates on which the Information was provided to RBC, except as disclosed in writing to RBC, there has been no material change, financial or otherwise, in the financial condition, assets, liabilities (contingent or otherwise), business, operations or prospects of the Company or any of its subsidiaries and no material change has occurred in the Information or any part thereof which would have or which would reasonably be expected to have a material effect on the Fairness Opinion.
4. To the best of our knowledge, information and belief after due inquiry, there are no independent appraisals or valuations or material non-independent appraisals or valuations relating to the Company or any of its subsidiaries or any of their respective material assets or liabilities which have been prepared as of a date within the two years preceding the date hereof and which have not been provided to RBC.

5. Since the dates on which the Information was provided to RBC, no material transaction has been entered into by the Company or any of its subsidiaries.
6. We have no knowledge of any facts not contained in or referred to in the Information provided to RBC by the Company which would reasonably be expected to affect the Fairness Opinion, including the assumptions used, the scope of the review undertaken or the conclusions reached.
7. Other than as disclosed in the Information, to the best of our knowledge, information and belief after reasonable inquiry, the Company and its subsidiaries do not have any material contingent liabilities and there are no actions, suits, proceedings or inquiries pending or threatened in writing against or affecting the Company or any of its subsidiaries at law or in equity or before or by any federal, provincial, municipal or other governmental department, commission, bureau, board, agency or instrumentality which may in any way materially adversely affect the Company and its subsidiaries taken as a whole.
8. All financial material, documentation and other data concerning the Restructuring, the Company and its subsidiaries, including any projections or forecasts, provided to RBC were prepared on a basis consistent in all material respects with the accounting policies applied in the audited, consolidated financial statements of the Company dated as at [●], reflect the assumptions disclosed therein (which assumptions management of the Company believes to be reasonable) and do not contain any untrue statement of a material fact or omit to state any material fact necessary to make such financial material, documentation or data or any statement contained therein not misleading in light of the circumstances in which such financial material, documentation and data was provided to RBC or any statement therein was made.
9. To the best of our knowledge, information and belief after due inquiry, no verbal or written offers for all or a material part of the properties and assets owned by, or the securities of, the Company or any of its subsidiaries have been received and no negotiations have occurred relating to any such offer within the two years preceding the date hereof which have not been disclosed to RBC.
10. There are no agreements, undertakings, commitments or understandings (written or oral, formal or informal) relating to the Restructuring, except as have been disclosed to RBC.
11. The contents of all disclosure documents prepared in connection with the Restructuring are true and correct in all material respects and do not contain any misrepresentation (as defined in the *Securities Act* (Ontario)) and such disclosure documents comply with all requirements under applicable laws.
12. Unless otherwise defined herein, terms defined in the Engagement Letter shall have the same meaning herein as therein.

This certificate is being delivered pursuant to the terms of the Engagement Letter.

Dated this [•] day of [•], 201[•]

By: _____

Name (Print): _____

Title (Print): _____

By: _____

Name (Print): _____

Title (Print): _____

SCHEDULE B

INDEMNITY

In connection with the engagement (the "Engagement") of RBC Dominion Securities Inc. ("RBC"), a member company of RBC Capital Markets, pursuant to an engagement letter (the "Engagement Letter") between RBC and Lightstream Resources Ltd. (the "Company") dated June 1, 2016, the Company agrees to indemnify and hold harmless RBC, each of its subsidiaries and affiliates and each of their respective directors, officers, employees, partners, agents, each other person, if any, controlling RBC or any of its subsidiaries, affiliates and each shareholder of RBC (collectively, the "Indemnified Parties" and individually, an "Indemnified Party"), from and against any and all losses, expenses, claims (including securityholder actions, derivative or otherwise), actions, damages and liabilities, joint or several, including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel (collectively, the "Losses") that may be suffered by, imposed upon or asserted against an Indemnified Party as a result of, in respect of, connected with or arising out of any action, suit, proceeding, investigation or claim that may be made or threatened by any person or in enforcing this indemnity (collectively the "Claims") insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the Engagement. The Company agrees to waive any right the Company may have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity. The Company also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or any person asserting Claims on behalf of or in right of the Company for or in connection with the Engagement except to the extent any Losses suffered by the Company are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the negligence or willful misconduct of such Indemnified Party. The Company will not, without RBC's prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any Claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless the Company has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise, consent or termination includes an unconditional release of each Indemnified Party from any liabilities arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party.

Promptly after receiving notice of a Claim against RBC or any other Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Company, RBC or any such other Indemnified Party will notify the Company in writing of the particulars thereof, provided that the omission so to notify the Company shall not relieve the Company of any liability which the Company may have to RBC or any other Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required prejudices the defense of such Claim or results in any material increase in the liability which the Company has under this indemnity. The Company shall have 14 days after receipt of the notice to undertake, conduct and control, through counsel of its own choosing and at its own expense, the settlement or defense of the Claim. If the Company undertakes, conducts and controls the settlement or defense of the Claim, the relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim.

The foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses to which the Indemnified Party may be subject were primarily caused by the negligence or willful misconduct of the Indemnified Party.

If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to RBC or any other Indemnified Party or insufficient to hold RBC or any other Indemnified Party harmless in respect of a Claim, the Company shall contribute to the amount paid or payable by RBC or the other Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and RBC or any other Indemnified Party on the other hand but also the relative fault of the Company, RBC or any other Indemnified Party as well as any relevant equitable considerations; provided that the Company shall in any event contribute to the amount paid or payable by RBC or any other Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by RBC under the Engagement Letter.

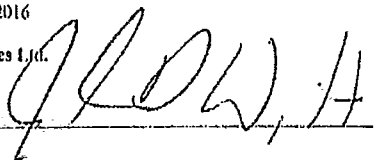
The Company hereby constitutes RBC as trustee for each of the other Indemnified Parties of the Company's covenants under this indemnity with respect to those persons and RBC agrees to accept that trust and to hold and enforce those covenants on behalf of those persons.

The Company also agrees to reimburse RBC for the time spent by its personnel in connection with any Claim at their normal *per diem* rates. RBC may retain counsel to separately represent it in the defense of a Claim, which shall be at the Company's expense if (i) the Company does not promptly assume the defense of the Claim no later than 14 days after receiving actual notice of the Claim, (ii) the Company agrees to separate representation or (iii) RBC is advised by counsel that there is an actual or potential conflict in the Company's and RBC's respective interests or additional defenses are available to RBC, which makes representation by the same counsel inappropriate.

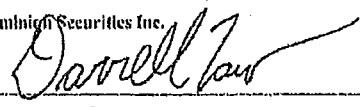
The obligations of the Company hereunder are in addition to any liabilities which the Company may otherwise have to RBC or any other Indemnified Party.

DATED as of June 1, 2016

Lightstream Resources Ltd.

By: 
 Name (Print): JOHN D. WRIGHT
 Title (Print): President and Chief Executive Officer

RBC Dominion Securities Inc.

By: 
 Name (Print): Darrell Law
 Title (Print): Managing Director