



TD Securities
TD Securities Inc.
421 - 7th Avenue SW
Suite 3600, TD Canada Trust Tower
Calgary, Alberta T2P 4K9

PRIVATE AND CONFIDENTIAL

May 26, 2016

LIGHTSTREAM RESOURCES LTD.
2800, 525 - 8th Avenue S.W.
Calgary, Alberta
T2P 1G1

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

Dear Sir:

We understand that Lightstream Resources Ltd. ("Lightstream" or the "Company") is currently contemplating the sale of a portion of its assets (the "Asset Sale"), an en bloc sale of all or virtually all of the Company ("Corporate Sale") and, in parallel, the Company is considering restructuring its debt obligations in order to reduce its overall debt burden (a "Restructuring"). For purposes of this letter agreement, an Asset Sale, Corporate Sale or Restructuring shall be referred to as a "Transaction".

We also understand that Lightstream wishes to engage TD Securities Inc. ("TD Securities" and together with Lightstream, the "Parties"), effective as of May 5, 2016 (the "Effective Date"), to provide financial advisory services and to act as lead financial advisor and agent ("Lead Financial Advisor") to Lightstream in connection with a Transaction. TD Securities acknowledges that the Company has also retained one or more financial advisors to assist it with a potential Restructuring. As Lead Financial Advisor, TD Securities shall be involved with coordinating the activity of all other financial advisors, including, but not limited to, the activities in connection with the asset bids, capital markets assessment, restructuring negotiations and bank market assessment, in an effort to optimize the result for the Company. For greater certainty, TD Securities will not be liable for any act or omission by any other financial advisor in connection with the Transaction.

The terms of this letter agreement replace those contained in the engagement letter dated May 27, 2015 between the Company and TD Securities (the "Prior Engagement Letter"), and the Company and TD Securities 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 TD Securities pursuant to the terms of the Indemnity contained in the Prior Engagement Letter, (ii) the Company's obligation to pay expenses due to TD Securities under the Prior Engagement Letter, and (iii) each of the Company's and TD Securities's confidentiality obligations as contained in the Prior Engagement Letter.

This letter confirms our mutual agreement in accordance with the terms and conditions set out below.

1. TD Securities shall provide certain financial and strategic advisory services as requested by Lightstream and agreed to by TD Securities, including, if requested, by the board of directors of the Company or the Company, an opinion as to the fairness, from a financial point of view, of the consideration to be received by the Company or its securityholders pursuant to the Transaction (the "Fairness Opinion").
2. The fees payable to TD Securities in connection with the services performed hereunder shall be as follows:
 - (a) **Work Fee:** TD Securities shall receive a work fee ("Work Fee") of \$50,000 per month, payable in advance beginning on the date hereof and continuing monthly thereafter throughout the term of TD Securities' engagement hereunder for a maximum of seven (7) months. Any Work Fees paid will be creditable against any Success Fee.
 - (b) **Success Fee:**
 - i. Asset Sale: Upon closing of any Asset Sale which involved the provision of services by TD Securities and entered into during the Term of this agreement or within three (3) months of the end of the Term of this agreement, Lightstream shall pay TD Securities on the closing of the Transaction, a transaction fee (the "Asset Sale Fee") equal to 0.48% of the Transaction Value, as defined below.
 - ii. Corporate Sale: Upon closing of any Corporate Sale entered into during the Term of this agreement or within three (3) months of the end of the Term of this agreement, Lightstream shall pay TD Securities on the closing of the Transaction, a transaction fee (the "Corporate Sale Fee") equal to 0.60% of the Transaction Value, as defined below.
 - iii. Restructuring Fee: Upon closing of any Restructuring entered into during the Term of this agreement or within three (3) months of the end of the Term of this agreement, for acting as Lead Financial Advisor, Lightstream shall pay TD Securities on the closing of the Transaction, a transaction fee (the "Restructuring Fee") equal to \$3 million. If applicable, the Restructuring Fee (net of any credit applied for Work Fees or Fairness Opinion Fees) shall be creditable against the Corporate Sale Fee.

For purposes of this letter agreement, the Asset Sale Fee, Corporate Sale Fee and Restructuring Fee shall also each be individually referred to as a "Success Fee" or collectively as "Success Fees". The term "Transaction Value" for purposes of this agreement shall be taken to mean the aggregate value of all consideration, in whatever form, received directly or indirectly by the Company for the Assets

including, but not limited to, cash, securities, options or rights, property, and the net present value of future receipts or benefits received and/or obligations or liabilities forgiven or discharged. Any non-cash consideration shall be assessed at its estimated fair market value at the time of closing determined by TD Securities and the Company acting reasonably using methodologies consistent with industry practice and determined by TD Securities and the Company to be the most appropriate in the circumstances.

- (c) **Fairness Opinion Fee:** Upon delivery of any Fairness Opinion (regardless of its conclusions) to the Company, or if the Company determines not to request a Fairness Opinion in writing, upon the provision of TD Securities' final assessment as to the fairness, from a financial point of view, of the consideration to be received by the Company or its securityholders, Lightstream shall pay TD Securities a fairness opinion fee (the "Fairness Opinion Fee") of \$500,000. Any Fairness Opinion Fee paid will be creditable against any Success Fee.
3. Lightstream shall promptly reimburse TD Securities for all reasonable expenses incurred by TD Securities in performing its services hereunder including, without limitation, advertising, printing, courier, travel and accommodation, communication, facsimile and telephone and database service expenses and the reasonable fees and costs of counsel and other advisors retained by TD Securities. These expenses shall be reimbursed by Lightstream notwithstanding that Lightstream may not complete the Transaction or any part thereof or may be prohibited from doing so by court order, administrative ruling or otherwise. Notwithstanding the foregoing, TD Securities 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.
 4. All applicable taxes shall be invoiced in addition to the fees and expenses described above and shall be paid by Lightstream.
 5. Lightstream shall, at its sole cost, complete the preparation, delivery and filing of all documents required by all securities and other applicable legislation in connection with the Transaction and will comply with all laws, regulations and policies, whether domestic, foreign, federal, national, provincial, state or otherwise, applicable to the Transaction.
 6. Lightstream shall during the Term of this agreement provide TD Securities, on a timely basis, with all information (financial and otherwise), data, documents, opinions, appraisals, valuations and other materials of any kind or nature available to Lightstream (collectively, "Information") which TD Securities may reasonably request or consider appropriate in the performance of its services. Lightstream shall provide TD Securities with timely access to the officers, directors, employees, independent auditors, counsel and other advisors and consultants of Lightstream and its subsidiaries.

Lightstream will, during the Term of this agreement, advise TD Securities promptly of: (i) any material change or change in material facts of which it is aware, whether actual or

contemplated, financial or otherwise, relating to the business, affairs or prospects of Lightstream or its respective subsidiaries; (ii) any material change in any of the Information or representations provided by Lightstream to TD Securities; (iii) any intervening event that occurs prior to completion of the Transaction; and (iv) any other material change or material fact of which Lightstream is aware that might reasonably be considered material to Lightstream, the Transaction or the advice or services rendered by TD Securities. Lightstream agrees to promptly comply with all applicable requirements of regulatory authorities in respect of the occurrence of any of the foregoing.

If TD Securities, in connection with its services hereunder, is requested to render a Fairness Opinion to Lightstream, Lightstream will deliver to TD Securities a certificate of representation in a form satisfactory to TD Securities, dated the date of such Fairness Opinion, signed by the Chief Executive Officer and the Chief Financial Officer of Lightstream or other appropriate senior officers of Lightstream acceptable to TD Securities.

If TD Securities is not provided with the information or access referred to above that TD Securities may reasonably require or consider appropriate in performing its services hereunder or TD Securities does not receive the certificate referred to herein, any Fairness Opinion delivered by TD Securities will be qualified by such lack of information, lack of access or lack of certificate, as the case may be.

TD Securities will be entitled, at any time prior to the completion of the Transaction, to withdraw, change or supplement any of its Fairness Opinions or advice delivered hereunder if TD Securities concludes, in its sole discretion, that: (i) there has been a material change in the business, affairs or prospects of Lightstream; (ii) there has been a change in a material fact, an omission to state a material fact or a material change in the factors upon which such Fairness Opinions or advice are based; or (iii) TD Securities becomes aware of material information not previously known by TD Securities, regardless of the source, which, in the sole opinion of TD Securities, would make misleading or erroneous in any material respect any such Fairness Opinion or advice.

7. Lightstream acknowledges and agrees that TD Securities shall be relying upon the accuracy and completeness of the data and information furnished to it by Lightstream or filed by Lightstream with securities regulatory or similar authorities and that TD Securities shall be under no obligation to independently verify the accuracy and completeness of such data and information. Lightstream represents, warrants and covenants to TD Securities that, as of the date thereof, all such data and information, other than forecast or other forward-looking information, is, and will be, accurate and complete in all material respects and will not contain any untrue statement of a material fact or omit to state any material fact necessary in order to make the statements therein not misleading in light of the circumstances under which such statements are made. Other than consulting Lightstream's continuous disclosure filings filed with securities regulatory authorities, TD Securities shall be under no obligation to determine whether there have been, or to investigate any, changes in any such data or information subsequent to the date thereof but shall consider the impact of any such changes that are brought to its attention. Under no circumstances will TD Securities be liable to

Lightstream or any other party for any damages, losses or liabilities arising from the inaccuracy or incompleteness of any such information.

8. Lightstream acknowledges that any opinions or advice (whether written or oral) and any background or supporting material or analysis provided by TD Securities to Lightstream, or any of Lightstream's officers, directors, shareholders or management in connection with TD Securities' engagement hereunder, are intended solely for the use of Lightstream in connection with the Transaction and are not to be used or relied on by any other party or for any other purpose. Lightstream agrees that, except with TD Securities' prior written permission such permission not to be unreasonably withheld, no such opinion or advice or materials or analysis shall be summarized, published, reproduced, disseminated, quoted from or referred to, and no public reference to TD Securities shall be made by Lightstream.

Any advice or opinions given by TD Securities hereunder will be made subject to and will be based upon such assumptions, limitations, qualifications and reservations as TD Securities, in its sole judgment, deems necessary or prudent in the circumstances.

9. TD Securities expressly disclaims any liability or responsibility to any and all persons (past, present or future) including, without limitation, Lightstream or any of its directors, officers, employees, shareholders or subsidiaries for any loss, claim, damage or liability incurred by any such persons:
 - (a) by reason of any unauthorized use, reliance, publication, distribution of or reference to TD Securities or any of the advice or opinions provided by TD Securities or any unauthorized reference to TD Securities or this engagement;
 - (b) or by reason or in connection with the performance by TD Securities of its engagement hereunder, except to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that the loss, claim, damage or liability were directly caused by the negligence, dishonesty or fraud of TD Securities.
10. The term of this agreement shall be for a period beginning on the Effective Date and ending on the earlier of closing of a Transaction or seven (7) months from the date of this agreement, unless earlier terminated or extended by mutual agreement (the "Term"). Either party shall have the right to terminate this agreement at any time prior to the end of the term upon 30 days prior written notice. Upon any expiration or termination of this engagement, TD Securities shall be free to accept any other engagement involving any counterparty to a Transaction, provided that TD Securities shall not accept any engagement with any counterparty to a Transaction for 12 months from the end of the Term of this agreement that involves an unsolicited take-over bid to acquire Lightstream or any proxy solicitation of Lightstream shareholders that is not supported by the board of Lightstream. The provisions of paragraphs 2(a) for the period specified therein, 3, 4, 7, 8, 9, 10, 11, 12, 13 and 14 shall survive any expiration or termination of this agreement or any withdrawal of or decision not to proceed with the Transaction. Any representations and warranties provided by

Lightstream in connection with this agreement shall remain in full force and effect regardless of any investigation made by TD Securities or on its behalf.

11. For the purpose of this agreement, "Confidential Information" includes financial, operating, technical, and other information and materials concerning Lightstream, and its direct and indirect subsidiaries, which is furnished to TD Securities or to any of its directors, officers, and employees or to TD Securities' accounting and legal advisors by Lightstream or any director, officer, employee, financial or accounting advisor, legal advisor, representative or other agent of Lightstream.

The term Confidential Information does not include information which: (i) becomes generally available to the public other than as a result of a disclosure by TD Securities not permitted hereunder; (ii) was available to TD Securities on a non-confidential basis prior to its disclosure to TD Securities by Lightstream; (iii) becomes available to TD Securities on a non-confidential basis from a source other than Lightstream, provided that such source is not to the knowledge of TD Securities bound by a confidentiality agreement with, or other confidentiality obligation to Lightstream; or (iv) is independently developed by TD Securities without reference to any Confidential Information.

TD Securities undertakes to keep confidential Confidential Information received from Lightstream and shall not disclose such Confidential Information without the prior written approval of Lightstream except as may be required by law or in connection with legal or regulatory proceedings. If TD Securities is requested to disclose Confidential Information as a legal requirement or as part of a legal or regulatory process, TD Securities shall provide Lightstream with prompt notice of such request so that Lightstream can take whatever action it wishes to take in relation to the request. TD Securities undertakes not to use any Confidential Information received from Lightstream for any other purpose, except as contemplated in this letter agreement.

The obligations of TD Securities in this paragraph 11 shall terminate one year following completion of the Transaction or the expiration or termination of this agreement, whichever is earlier.

Lightstream shall keep confidential all advice and opinions provided by TD Securities, except as provided herein or as required to be disclosed by applicable law or in connection with legal or regulatory proceedings. If Lightstream is requested to disclose any such advice or opinions as a legal requirement or as part of a legal or regulatory process, Lightstream shall provide TD Securities with prompt written notice of such request so that TD Securities can take whatever action it wishes to take in relation to the request.

12. TD Securities and certain other parties shall be indemnified by Lightstream to the extent and in the manner set out in Schedule A hereto (the "Indemnity"), which Indemnity is incorporated herein by reference and forms part of this letter agreement and the consideration for which is the entering into of this letter agreement. Such Indemnity shall be in addition to, and not in substitution for, any liability which Lightstream or any other

person may otherwise have to TD Securities or other parties indemnified pursuant to the Indemnity. The Indemnity shall apply to all services contemplated herein.

13. Lightstream agrees that TD Securities has the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to Lightstream hereunder, provided that TD Securities shall submit a copy of any such advertisements to Lightstream for its approval, such approval not to be unreasonably withheld. If requested by TD Securities and agreed to by Lightstream, Lightstream shall include a mutually acceptable reference to TD Securities in any press release or other public announcement made by Lightstream regarding the matters described in this letter agreement.
14. Lightstream will advise TD Securities promptly of: (i) any request received from any applicable regulatory authority, stock exchange or similar body for any information, meeting or hearing relating to the Transaction, any opinions or advice rendered by TD Securities or any disclosure document or document prepared in connection with the Transaction; and (ii) the issuance of any cease trading, restraining or similar order or the initiation of any meeting, hearing, proceeding, litigation or investigation by a regulatory or judicial authority or other party with respect to the Transaction. If any representative of TD Securities is requested by Lightstream or required by law to attend any hearing or proceeding before any regulatory or judicial authority in connection with the matters herein contemplated, Lightstream shall promptly reimburse TD Securities for: (i) the time spent by its personnel in connection therewith, at a rate based on TD Securities' normal per diem rates; (ii) all reasonable expenses incurred by TD Securities' personnel in connection therewith; and (iii) the fees and disbursements of TD Securities' counsel.
15. Lightstream and TD Securities acknowledge and agree that there are no brokers, representatives or other persons which have an interest in compensation due to TD Securities from any transaction contemplated herein.
16. Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be sufficiently given, if it is:
 - (a) in the case of notice to Lightstream, delivered to Lightstream Resources Ltd., 2800, 525- 8th Avenue S.W., Calgary, Alberta, T2P 1G1 to the attention of John D. Wright, President and Chief Executive Officer, and if delivered to TD Securities Inc. at 324-8th Avenue S.W., Calgary, Alberta, T2P 2Z2, to the attention of Drew E. Macintyre, Vice Chairman and Head of Global Energy & Power Group, and in all cases delivered personally to a responsible officer or employee of the addressee;
 - (b) sent by email (with confirmation of receipt) to John D. Wright at wright@lightstreamres.com and to Drew E. Macintyre at Drew.Macintyre@tdsecurities.com.

Any notice so given shall be deemed conclusively to have been given and received where so personally delivered or sent by facsimile transmission. Either party hereto may change its address by notice to the other in the manner aforesaid.

17. This agreement shall be governed by and construed in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein and the parties hereby irrevocably attorn to the jurisdiction of the courts of Alberta with respect to the subject matter hereof.
18. This agreement incorporates the entire agreement between the parties with respect to the subject matter hereof and may not be amended or modified except in writing executed by both parties. This agreement will enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. This agreement shall not be assigned by a party without the written consent of the other party. 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. This agreement may be executed in one or more facsimile counterparts, each of which will be deemed to be an original and all of which together will be deemed to be one and the same document.
19. In the event that proceedings are commenced under the Companies' Creditors Arrangement Act (Canada) ("CCAA"), the Bankruptcy and Insolvency Act (Canada) or any applicable similar legislation or statute whether in Canada, the United States or any other applicable jurisdiction, the Company agrees to promptly seek to have the court (in which the CCAA filing or similar proceeding will take place) issue an order in form satisfactory to TD Securities with respect to this letter agreement and payments hereunder. The Company will use commercially reasonable efforts to provide to TD Securities for review and comment a draft application to the court and order before applying to the applicable court for such order. The draft order will provide that TD Securities shall be granted a charge acceptable to TD Securities to secure payment of all fees payable hereunder. The charge will rank *pari passu* with and on the same terms as the administration charge in such proceedings. The continuing obligations of TD Securities under this letter agreement are conditional upon the court making the order contemplated above on terms and conditions satisfactory to TD Securities acting reasonably, and such order remaining in full force and effect, unamended and unstayed.
20. TD Securities is wholly-owned by The Toronto-Dominion Bank, which, together with affiliates (collectively, "TD") is a full service financial institution that conducts a full range of investment banking, merchant banking, corporate banking, and security brokerage activities. TD provides loans, structured products, investment banking and financial advisory services to governments, corporations and institutions. In addition, TD has an active proprietary trading book that trades securities on behalf of TD that are issued by a wide range of public companies. In the ordinary course of its activities, and subject to compliance with applicable securities laws, TD may provide credit or other forms of financing to any party with an interest in the Transaction and may hold long or short

TD Securities

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positions, may trade or otherwise effect transactions for its own account or for the account of TD's customers, in debt or equity securities or related derivative securities of the Company or any other company that may be involved in the Transaction.

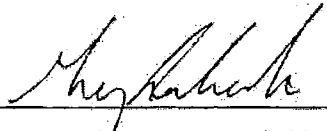
TD Securities

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Would you kindly indicate your acknowledgment of this agreement and your approval of the above terms and conditions by signing and returning the enclosed duplicate of this letter and Schedule A.

Yours very truly,

TD SECURITIES INC.

by: 

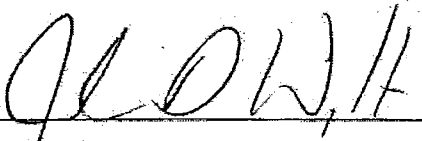
Gregory B. Saksida
Managing Director

by: 

Scott A. Davis
Managing Director

The appointment of TD Securities Inc. on the terms and conditions set out in this letter agreement is confirmed and agreed to as of the 30 day of May, 2016.

LIGHTSTREAM RESOURCES LTD.

by: 

John D. Wright
President and Chief Executive Officer

SCHEDULE A

In connection with the engagement of TD Securities pursuant to the attached letter agreement dated May 5, 2016 (the "Engagement"), Lightstream Resources Ltd. (the "Indemnitor") hereby agrees to indemnify and hold harmless TD Securities Inc. ("TD Securities") and its affiliates (including The Toronto-Dominion Bank) and each of their respective directors, officers, employees, partners, agents and shareholders (collectively the "Indemnified Parties" and individually an "Indemnified Party") from and against any and all expenses, losses, claims (including shareholder actions, derivative and otherwise), actions, suits, proceedings, damages and liabilities, joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of counsel and other expenses incurred in connection with any action, suit, proceeding or investigation or in enforcing this Indemnity) that may be suffered by, imposed upon or asserted against an Indemnified Party, whether or not resulting in liability (collectively, "Claims") insofar as such Claims relate to, are caused by, result from, arise out of or are based on, directly or indirectly, the Engagement.

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:

- (i) the Indemnified Party subject to a Claim has been negligent or dishonest or has committed any fraudulent act in the course of the Engagement; and
- (ii) the Claim as to which indemnification is sought, was directly caused by the negligence, dishonesty or fraud referred to in (i).

If for any reason the foregoing indemnification is found to be unenforceable (other than by reason of paragraphs (i) and (ii) above) in respect of any Claim, the Indemnitor shall contribute to the amount paid or payable by TD Securities or any other Indemnified Party in respect of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and TD Securities or any other Indemnified Party on the other hand but also the relative fault of the Indemnitor, TD Securities or any other Indemnified Party, as well as any relevant equitable considerations, provided that the Indemnitor shall, in all events, contribute to the amount paid or payable by TD Securities or any other Indemnified Party in respect of such Claim the entire amount of the excess of the amount so paid or payable by TD Securities or the other Indemnified Party over the amount of the fees received by TD Securities pursuant to the attached letter agreement. The rights of contribution herein provided shall be in addition to, and not in derogation of, any other right to contribution which the Indemnified Parties may have by statute or otherwise.

The Indemnitor hereby waives any right that it may have to require an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim from any other person prior to claiming under this indemnity.

The Indemnitor agrees that if any legal proceeding shall be brought against the Indemnitor and/or the Indemnified Parties by any governmental commission or regulatory authority or any other party or in case any stock exchange or other entity having regulatory authority, either

SCHEDULE A

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domestic or foreign, shall investigate the Indemnitor and/or any Indemnified Party in connection with the Engagement, and TD Securities or any other Indemnified Party shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the Engagement, the Indemnified Parties shall have the right to employ their own separate counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Parties for time spent in connection therewith) and reasonable expenses incurred by the Indemnified Parties in connection therewith shall be paid by the Indemnitor as they occur.

TD Securities' expenses, for purposes of this indemnity, shall include any amounts paid by TD Securities to any of its directors, officers, employees or agents pursuant to an agreement or agreements, which may be entered into before or after the date hereof, to indemnify such persons, provided such persons are not directly indemnified pursuant to the terms hereof and that the rights such persons shall have against TD Securities are no more favourable to such persons than those TD Securities has against the Indemnitor pursuant to the terms hereof.

Promptly after receipt of notice of the commencement of any Claim against TD Securities or any other Indemnified Party or after 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 Indemnitor, TD Securities or any other Indemnified Party shall notify the Indemnitor in writing of the commencement thereof, provided that any failure or delay in so notifying shall not relieve the Indemnitor of any liability which it may have to TD Securities or any other Indemnified Party except and only to the extent that such failure materially prejudices the ability to defend the Claim. The Indemnitor shall have 30 days after receipt of notice to undertake, at its own expense, the settlement or defense of the Claim, including prompt employment of counsel acceptable to the Indemnified Parties affected and payment of all expenses. The relevant Indemnified Parties shall have the right to participate in the settlement or defense of the Claim. The relevant Indemnified Parties may retain one firm of separate counsel to represent them in the settlement or defense of the Claim, at the expense of the Indemnitor, if: (i) the Indemnitor does not promptly assume the defense of the Claim; (ii) the Indemnitor agrees to separate representation; or (iii) TD Securities is advised in writing by counsel that there is an actual or potential conflict in the Indemnitor's and the Indemnified Parties respective interests or additional defenses are available to the Indemnified Parties are not available to the Indemnitor, which makes representation by the same counsel inappropriate. The Indemnitor will not, without the prior written consent of TD Securities, make any admission of liability or 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.

The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor and the Indemnified Parties.

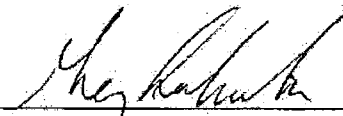
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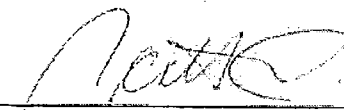
TD Securities hereby declares that it holds the benefits and rights conferred hereunder in trust for the other Indemnified Parties and the Indemnitor acknowledges and agrees that such Indemnified Parties are so entitled to such rights and benefits and that such rights and benefits may be enforced by TD Securities on behalf of such Indemnified Parties.

The foregoing provisions shall survive the completion of services rendered under or any termination or purported termination of the attached letter agreement, in accordance with such letter agreement.

TD SECURITIES INC.

by: 

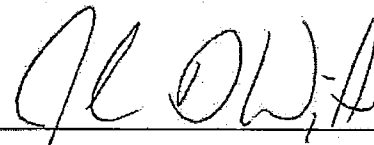
Gregory B. Saksida
Managing Director

by: 

Scott A. Davis
Managing Director

Agreed to and accepted as of the 30 day of May, 2016.

LIGHTSTREAM RESOURCES LTD.

by: 

John D. Wright
President and Chief Executive Officer