

Execution Version

January 21, 2019

JERVOIS MINING LIMITED

and

M2 COBALT CORP.

ARRANGEMENT AGREEMENT

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THIS ARRANGEMENT AGREEMENT is dated this 21 day of January, 2019 and made between:

- (1) **M2 COBALT CORP.**, a corporation incorporated under the laws of British Columbia, ("**M2 Cobalt**"); and
- (2) **JERVOIS MINING LIMITED**, a corporation incorporated under the laws of Australia, ("**Jervois**").

RECITALS:

- (A) The authorized capital of M2 Cobalt consists of an unlimited number of common shares, of which 63,369,995 M2 Cobalt Shares were issued and outstanding as of the date of this Agreement, as fully paid and non-assessable.
- (B) Jervois proposes to acquire all of the M2 Cobalt Shares pursuant to the Arrangement as provided for in this Agreement for the consideration contemplated herein.
- (C) Certain M2 Cobalt Shareholders have agreed to vote their securities of M2 Cobalt in favour of the Transactions, subject to the terms of the M2 Cobalt Voting Support Agreements.
- (D) The board of directors of M2 Cobalt, after receiving the Fairness Opinion and legal advice and after considering other factors, has unanimously determined that it is in the best interests of M2 Cobalt to enter into this Agreement, to support and implement the Transactions and for the board of directors of M2 Cobalt to recommend that M2 Cobalt Shareholders vote in favour of the Arrangement.

NOW THEREFORE in consideration of the mutual covenants set out in this Agreement and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, M2 Cobalt and Jervois agree that:

**ARTICLE 1
THE TRANSACTION AND ITS ANNOUNCEMENT**

1.1 Process Regarding M2 Cobalt.

Subject to the terms and conditions of this Agreement:

- (a) subject to compliance by Jervois with its agreements and covenants in Section 1.2, as soon as practicable after the execution of this Agreement, and in any event before April 30, 2019, M2 Cobalt shall, in a manner acceptable to Jervois, acting reasonably, apply to the Court pursuant to Section 291 of the Act for the Interim Order;
- (b) provided the Interim Order has been obtained, M2 Cobalt shall, in a manner acceptable to Jervois, acting reasonably, and subject to Jervois' agreements and covenants in Section 1.2, hold the M2 Cobalt Special Meeting as soon as reasonably practicable after the Interim Order has been obtained, and in any event before June 14, 2019, and, in connection with the M2 Cobalt Special Meeting, ensure that the M2 Cobalt Circular contains all information necessary to permit M2 Cobalt Shareholders to make an informed judgment about the Arrangement;

- (c) M2 Cobalt Shareholder Approval shall be the required level of approval for the Arrangement;
- (d) after having called the M2 Cobalt Special Meeting, M2 Cobalt shall not, without the prior consent of Jervois, such consent not to be unreasonably withheld, delayed or conditioned, adjourn, postpone or cancel the M2 Cobalt Special Meeting, except as may be required by Law or the rules of the TSXV or except as otherwise permitted in this Agreement;
- (e) M2 Cobalt shall, subject to the prior review and written approval of Jervois, acting reasonably, and subject to Jervois' agreements and covenants in Section 1.2, prepare, file and distribute the M2 Cobalt Circular and such other documents (including documents required by the TSXV and the Securities Commissions or applicable Law) as may be necessary or desirable to permit M2 Cobalt Shareholders to vote on the Arrangement;
- (f) provided the Arrangement is approved at the M2 Cobalt Special Meeting as set out in the Interim Order and applicable Law, as soon as reasonably practicable thereafter at a time determined with Jervois, acting reasonably, M2 Cobalt shall forthwith, in a manner acceptable to Jervois, acting reasonably, take the necessary steps to submit the Arrangement to the Court and apply for the Final Order in such manner as the Court may direct; and
- (g) closing of the transactions contemplated hereby (the "**Closing**") shall implement the Plan of Arrangement. Closing shall occur on the third business day after the satisfaction or, where not prohibited, the waiver by the applicable party or parties in whose favour the condition is, of the conditions (excluding conditions that, by their terms, cannot be satisfied until the Effective Date, but subject to the satisfaction or, where not prohibited, the waiver by the applicable party or parties in whose favour the condition is, of those conditions as of the Effective Date) set forth in Article 2, unless another time or date is agreed to in writing by the Parties. From and after the Effective Time, the Plan of Arrangement will have all of the effects provided by applicable Law, including the BCBCA. The Closing will take place at the offices of Dentons Canada LLP, located at 20th Floor, 250 Howe Street, Vancouver, British Columbia, Canada, or at such other location as may be agreed upon by the parties.

1.2 M2 Cobalt Circular.

M2 Cobalt shall prepare the M2 Cobalt Circular (including supplements or amendments thereto) and cause the M2 Cobalt Circular (including supplements or amendments thereto) to be distributed in accordance with applicable Law. In preparing the M2 Cobalt Circular, M2 Cobalt shall provide Jervois with a reasonable opportunity to review and comment on the M2 Cobalt Circular and, other than with respect to the Jervois Information for which Jervois shall be solely responsible, M2 Cobalt shall consider all such comments, provided that whether or not any comments are accepted or appropriate shall be determined by the board of directors of M2 Cobalt in their discretion. In a timely and expeditious manner so as to permit M2 Cobalt to comply with its obligations in Section 1.1(a) and Section 1.1(b), Jervois shall as promptly as reasonably possible furnish to M2 Cobalt all Jervois Information. Each of M2 Cobalt and Jervois shall:

- (a) ensure that all information provided by it or on its behalf that is contained in the M2 Cobalt Circular does not contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in the M2 Cobalt Circular that is necessary to make any statement that it contains not misleading in light of the circumstances in which it is made; and
- (b) promptly notify the other if, at any time before the Effective Time, it becomes aware that the M2 Cobalt Circular, any document delivered to the Court in connection with the application for the Interim Order or Final Order or delivered to M2 Cobalt Shareholders in connection with the M2 Cobalt Special Meeting or any other document contemplated by Section 1.1 contains a misrepresentation or an untrue statement of material fact, omits to state a material fact required to be stated in those documents that is necessary to make any statement it contains not misleading in light of the circumstances in which such statement is made or that otherwise requires an amendment or a supplement to those documents.

All Jervois Information shall comply in all material respects with all applicable Laws and shall contain full, true and plain disclosure of all material facts relating to the securities of Jervois to be issued in connection with this Agreement, including under the Plan of Arrangement. Jervois shall indemnify and hold harmless M2 Cobalt and each of the Indemnified Persons to the extent that the Jervois Information contains or is alleged to contain any misrepresentation (as defined under applicable securities Laws) and/or does not contain full, true and plain disclosure of all material facts relating to the securities of Jervois to be issued in connection with this Agreement, including under the Plan of Arrangement.

1.3 Voting Agreements.

M2 Cobalt shall, concurrently with the execution and delivery to Jervois of this Agreement, deliver to Jervois duly executed M2 Cobalt Voting Support Agreements, in a form acceptable to Jervois, acting reasonably, from each of the directors and officers of M2 Cobalt (the “**M2 Cobalt Supporting Shareholders**”).

1.4 Public Announcements.

Immediately after the execution of this Agreement, M2 Cobalt and Jervois shall mutually agree and issue a joint public announcement, announcing the entering into of this Agreement and the Transactions in a form reasonably acceptable to both M2 Cobalt and Jervois.

ARTICLE 2 CONDITIONS TO THE ARRANGEMENT

2.1 Mutual Conditions.

The respective obligations of the parties to complete the Arrangement shall be subject to the fulfilment, or the waiver by each of them, on or before the Outside Date, of the conditions set forth in Schedule C, each of which may be waived, in whole or in part, by mutual consent of the parties. For greater certainty, the conditions set forth in Schedule C are inserted for the benefit of each of the parties to this Agreement and may only be waived, in whole or in part, by mutual consent of M2 Cobalt and Jervois.

2.2 Conditions in Favour of M2 Cobalt.

The obligations of M2 Cobalt to complete the Arrangement shall be subject to the fulfilment, or the waiver by M2 Cobalt, on or before the Outside Date, of the conditions set forth in Schedule D, each of which is for the exclusive benefit of M2 Cobalt and may be waived by M2 Cobalt alone, at any time, in whole or in part, in its sole discretion.

2.3 Conditions in Favour of Jervois.

The obligations of Jervois to complete the Arrangement shall be subject to the fulfilment, or the waiver by Jervois, on or before the Outside Date, of the conditions set out in Schedule E, each of which is for the exclusive benefit of Jervois and may be waived by Jervois alone, at any time, in whole or in part, in its sole discretion.

2.4 Satisfaction, Waiver and Release of Conditions.

Upon Closing occurring, the conditions provided for in this Article 2 shall be deemed conclusively to have been satisfied, fulfilled, waived or released.

2.5 Use of commercially reasonable efforts.

- (a) Each party shall use its commercially reasonable efforts to satisfy, assist the other to satisfy, or procure satisfaction of (as applicable) each condition set forth in Schedule C, on or before the Outside Date. Each party shall promptly notify the other party when learning that any such condition is satisfied or that it cannot be satisfied. Each party shall promptly keep the other party reasonably informed of any developments relevant to the satisfaction, waiver or otherwise of any such condition.
- (b) M2 Cobalt shall use its commercially reasonable efforts to amend the Royalty Contracts, M2 Cobalt Option Plan, Consulting Agreements, and the Great Rift Agreement to give effect to the amendments thereof specified in the M2 Cobalt Disclosure Statement.
- (c) M2 Cobalt shall use its commercially reasonable efforts to transfer to and have registered in the name of Eurasian Capital-SMC Limited all right, title and interest in and to each of the mineral tenements set forth in the M2 Cobalt Disclosure Statement.

**ARTICLE 3
REPRESENTATIONS AND WARRANTIES**

3.1 Representations and Warranties of M2 Cobalt.

M2 Cobalt represents and warrants to Jervois as to those matters set forth in Schedule F (and acknowledges that Jervois is relying on such representations and warranties in entering into this Agreement and completing the Transactions).

3.2 Representations and Warranties of Jervois.

Jervois represents and warrants to M2 Cobalt as to those matters set forth in Schedule G (and acknowledges that M2 Cobalt is relying on such representations and warranties in entering into this Agreement and completing the Transactions).

3.3 Survival of Representations, Warranties and Covenants.

The representations, warranties and covenants of M2 Cobalt and Jervois contained in this Agreement or in any instrument delivered pursuant to this Agreement: (i) shall survive the execution and delivery of this Agreement, and (ii) shall expire and be terminated and extinguished at the Effective Time; provided that this Section 3.3 shall not limit any covenant or agreement of the parties, which by its terms contemplates performance after the Effective Time.

ARTICLE 4 IMPLEMENTATION

4.1 General.

The Transactions are intended, subject to the terms and conditions hereof and thereof, to result in, among other things, Jervois directly and indirectly acquiring all M2 Cobalt Shares outstanding immediately prior to the Effective Time as provided below and, as set out in greater detail in the Plan of Arrangement, each issued and outstanding M2 Cobalt Share held by a M2 Cobalt Shareholder (other than M2 Cobalt Shares held by Jervois or Dissenting Shareholders) shall be exchanged with Jervois for one Jervois Share pursuant to Section 2.2 of the Plan of Arrangement.

Each of M2 Cobalt and Jervois shall (and shall cause its Subsidiaries to) use all commercially reasonable efforts to satisfy each of the conditions precedent to be satisfied by it, as soon as practical and in any event before the Outside Date, and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable to permit the completion of the Transactions in accordance with the Arrangement, this Agreement, the agreements that it contemplates and applicable Law, and to cooperate with each other in connection therewith (provided, however, that, with respect to Canadian provincial or territorial qualifications, Jervois shall not be required to register or qualify as a foreign corporation or to take any action that would subject it to service of process in any jurisdiction where it is not now so subject, except as to matters and transactions arising solely from the issuance of the Jervois Shares or the listing of the Jervois Shares on the TSXV), including using all commercially reasonable efforts to:

- (a) provide notice to, and obtain all waivers, consents, permits, licenses, authorizations, orders, approvals and releases necessary or desirable to complete the Transactions from, Agencies and other persons, including parties to agreements, understandings or other documents to which each of M2 Cobalt and Jervois (and its respective Subsidiaries) is a party or by which it or its properties are bound or affected (including loan agreements, shareholder agreements, leases, pledges, guarantees and security), the failure of which to provide or obtain would prevent the completion of the Arrangement or which, individually or in the aggregate, would reasonably be expected to be Materially Adverse to either M2 Cobalt or Jervois and their respective Subsidiaries, in each case taken as a whole;
- (b) obtain the Interim Order and the M2 Cobalt Shareholder Approval at the M2 Cobalt Special Meeting at the earliest practicable date, as specified in the Interim Order and the Final Order. M2 Cobalt shall provide legal counsel to Jervois with reasonable opportunity to review and comment upon drafts of all material to be filed with the Court in connection

with the Interim Order and Final Order, and shall give reasonable consideration to all such comments. M2 Cobalt shall also provide legal counsel to Jervois on a timely basis with copies of any notice of appearance and evidence served on M2 Cobalt or its legal counsel in respect of the application for the Final Order or any appeal therefrom;

- (c) effect or cause to be effected all registrations and filings and submissions of information necessary or desirable to complete the Transactions or requested of it by Agencies, the failure of which to obtain would reasonably be expected to prevent the completion of the Transactions or would reasonably be expected to be Materially Adverse to either M2 Cobalt or Jervois and their respective Subsidiaries, in each case taken as a whole; and
- (d) keep the other reasonably informed as to the status of the proceedings related to obtaining the Regulatory Approvals, including providing the other with copies of all related applications and notifications.

4.2 M2 Cobalt Options and M2 Cobalt Warrants.

- (a) Subject to receipt of all appropriate regulatory approvals, all M2 Cobalt Options issued and outstanding on the Effective Date shall be exchanged for Jervois Option Consideration in accordance with the terms and conditions of the Plan of Arrangement. For greater certainty, all M2 Cobalt Options will expire and terminate on the Effective Date.
- (b) All M2 Cobalt Warrants issued and outstanding on the Effective Date shall remain in effect, provided that, upon exercise of the M2 Cobalt Warrants following the Effective Date, holders of the M2 Cobalt Warrants shall receive, under the adjustment provisions of the M2 Cobalt Warrants, Jervois Shares.

4.3 Pre-Acquisition Reorganization.

M2 Cobalt shall use its commercially reasonable efforts to effect such reorganization of its business, operations, and assets or such other transactions as Jervois may reasonably request in writing (each, a "**Pre-Acquisition Reorganization**") prior to the Effective Time, and the Plan of Arrangement, if required, shall be modified accordingly; provided, however, that M2 Cobalt need not effect a Pre-Acquisition Reorganization which in the opinion of M2 Cobalt: (i) would require M2 Cobalt to obtain the prior approval of the shareholders of M2 Cobalt in respect of such Pre-Acquisition Reorganization other than at the M2 Cobalt Special Meeting; (ii) is prejudicial to M2 Cobalt or M2 Cobalt Shareholders or inconsistent with the provisions of this Agreement (iii) affects or modifies in any respect the obligations of Jervois under this Agreement (iv) is not reasonably capable of being consummated following the date of the Final Order and prior to the Effective Time or (v) would impede or delay the consummation of the Arrangement. Jervois shall provide written notice to M2 Cobalt of any proposed Pre-Acquisition Reorganization at least 10 business days prior to the Effective Date provided that the Pre-Acquisition Reorganization shall in no event be effective prior to the granting of the Final Order. The parties will use their commercially reasonable efforts to structure the Pre-Acquisition Reorganization in such a manner that it is made effective immediately prior to the Effective Time. In addition:

- (a) Jervois shall bear all costs of the Pre-Acquisition Reorganization, including any liability for Taxes of M2 Cobalt that may arise as a result of such Pre-Acquisition Reorganization. If

the Arrangement is not completed, Jervois will forthwith reimburse M2 Cobalt for all reasonable fees and expenses (including any professional fees and expenses) incurred by M2 Cobalt in considering and effecting any Pre-Acquisition Reorganization and shall indemnify M2 Cobalt for any costs, taxes, loss of opportunity or otherwise of M2 Cobalt in reversing or unwinding any Pre-Acquisition Reorganization that was effected prior to the termination of this Agreement in accordance with its terms;

- (b) Jervois shall indemnify and save harmless M2 Cobalt and its officers, directors, employees, agents, advisors and representatives from and against any and all liabilities, losses, damages, claims, costs, expenses, interest awards, judgments and penalties suffered or incurred by any of them in connection with or as a result of any Pre-Acquisition Reorganization or as a result of the reversal (where such reversal is determined by M2 Cobalt to be necessary, acting reasonably) of all or any of the Pre-Acquisition Reorganization steps in the event the Arrangement does not proceed (including actual out-of-pocket costs and expenses for filing fees and external counsel);
- (c) unless the parties otherwise agree, any Pre-Acquisition Reorganization to be effected shall not become effective unless Jervois shall have confirmed in writing the satisfaction or waiver of all conditions in its favour in Sections 2.1 and 2.3 and shall have confirmed in writing that it is prepared to promptly without condition (except for the Pre-Acquisition Reorganization) proceed to effect the Arrangement;
- (d) any Pre-Acquisition Reorganization shall not require M2 Cobalt to contravene any applicable Laws, its organizational documents or any Contract;
- (e) M2 Cobalt shall not be obligated to take any action that has a material likelihood of resulting in any adverse Tax, economic or other consequences to M2 Cobalt or any securityholder of M2 Cobalt; and
- (f) such cooperation does not require the directors, officers or employees of M2 Cobalt to take any action in any capacity other than as a director, officer or employee of M2 Cobalt, as applicable.

Jervois acknowledges and agrees that the planning for and implementation of any Pre-Acquisition Reorganization requested by Jervois shall not be considered a breach of any covenant under this Agreement and shall not be considered in determining whether a representation or warranty of M2 Cobalt hereunder has been breached. Jervois and M2 Cobalt shall work cooperatively and use commercially reasonable efforts to prepare prior to the Effective Time all documentation necessary and do such other acts and things as are necessary to give effect to such Pre-Acquisition Reorganization. For greater certainty, M2 Cobalt shall not be liable for any Taxes or other costs arising as a result of, or the failure of Jervois to benefit from any anticipated tax efficiency as a result of, a Pre-Acquisition Reorganization.

4.4 Defence of Proceedings.

Each of M2 Cobalt and Jervois shall diligently defend, or shall cause to be diligently defended, any lawsuits or other legal proceedings brought against it or any of its Subsidiaries or their respective directors, officers or shareholders challenging this Agreement or the completion of the Transactions. Neither M2 Cobalt nor Jervois shall settle or compromise (or permit any of their

respective Subsidiaries to compromise or settle) any such claim brought in connection with the Transactions, without the prior written consent of the other (provided that written consent of Jervois shall only be necessary to the extent settlement of such claim would bind Jervois or in any material respect affect, restrain or interfere with the conduct of the business of M2 Cobalt, Jervois or any of their Subsidiaries or the consummation of the Transactions or be Materially Adverse to M2 Cobalt).

4.5 Securities Law Compliance, Regulatory Approvals and Related Covenants.

Jervois shall obtain all Regulatory Approvals necessary to ensure that the distribution of the Jervois Shares pursuant to the Arrangement (including those Jervois Shares distributable pursuant to the Replacement Options and M2 Cobalt Warrants) and the first trade thereof shall not be subject to resale restrictions under applicable Law. Jervois will use reasonable commercial efforts to become a Tier 1 issuer on the TSXV and to cause the Jervois Shares issuable pursuant to the Arrangement to be approved for listing on the TSXV in due course following the Effective Time.

4.6 Registrar and Transfer Agent.

M2 Cobalt shall permit the registrar and transfer agent for the M2 Cobalt Shares to act as depositary in connection with the Arrangement and shall instruct that transfer agent to furnish to Jervois (and such persons as Jervois may reasonably designate), at such times as Jervois may request, any information that Jervois may reasonably request and to provide to Jervois (and such persons as Jervois may designate) such other assistance as it may reasonably request in connection with the implementation and completion of the Transactions.

4.7 Access to Information; Confidentiality.

- (a) Subject to compliance with applicable Law, M2 Cobalt shall afford to Jervois and to its Representatives reasonable access during normal business hours during the period prior to the Effective Time to all of the properties, books, contracts, commitments, personnel and records of M2 Cobalt and, during such period, M2 Cobalt shall furnish promptly to Jervois (i) a copy of each report, schedule, registration statement and other document filed by M2 Cobalt during such period pursuant to the requirements of federal, provincial or state securities Laws and (ii) all other information concerning its business, properties and personnel as Jervois may reasonably request, including any information with respect to M2 Cobalt Shareholder Approval at the M2 Cobalt Special Meeting and the status of the efforts to obtain such approval. Such information shall be held in confidence by M2 Cobalt to the extent required by, and in accordance with, the provisions of this Agreement.
- (b) Subject to compliance with applicable Law, Jervois shall and shall cause its Subsidiaries to afford to M2 Cobalt and its Representatives reasonable access during normal business hours, during the period prior to the Effective Time to all of the properties, books, contracts, commitments, personnel and records of Jervois and its Subsidiaries and, during such period, Jervois shall, and shall cause each of its Subsidiaries to, furnish promptly to M2 Cobalt (i) a copy of each report, schedule, registration statement and other document filed by Jervois or any of its Subsidiaries during such period pursuant to the requirements of federal, provincial or state securities Laws and (ii) all other

information concerning its business, properties and personnel as M2 Cobalt may reasonably request. Such information shall be held in confidence by Jervois to the extent required by, and in accordance with, the provisions of this Agreement.

- (c) Jervois and M2 Cobalt together agree that, without limiting the generality of the provisions of the NDA, all information provided under this Section 4.7 or otherwise pursuant to this Agreement or in connection with the Transactions is subject to the NDA, which will remain in full force and effect in accordance with its terms notwithstanding any other provisions of this Agreement or the termination of this Agreement.

4.8 Duty to Inform.

Each of M2 Cobalt and Jervois shall keep the other apprised of the status of matters relating to the completion of the Transactions and work cooperatively in connection with obtaining the requisite approvals and consents or governmental orders, including, subject to applicable Law:

- (a) promptly notifying the other of, and, if in writing, promptly furnish the other with copies of, any communications from or with any Agency with respect to the Transactions;
- (b) permitting the other party to review in advance, and considering in good faith the view of one another in connection with, any proposed communication with any Agency in connection with proceedings under or relating to any applicable Law relating to the Transactions; and
- (c) not agreeing to participate in any meeting or discussion with any Agency in connection with proceedings under or relating to any applicable Law relating to the Transactions unless it consults with the other party in advance.

4.9 Board Recommendation.

The board of directors of M2 Cobalt shall in the M2 Cobalt Circular, subject to Section 6.4, unanimously recommend that M2 Cobalt Shareholders approve the Arrangement.

4.10 Withholding Rights.

M2 Cobalt, Jervois, and any person acting as depositary (the “**Depositary**”) in connection with the Arrangement shall be entitled to deduct and withhold from any dividend, price, fee, cost, expense or other amount payable to any holder of M2 Cobalt Shares, Jervois Shares or to Jervois or M2 Cobalt such amounts as M2 Cobalt, Jervois, or the Depositary is required to deduct or withhold with respect to such payment under the ITA or any other applicable Law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the person in respect of which such deduction or withholding was made, provided that such deducted or withheld amounts are actually remitted to the appropriate taxing Agency. To the extent that the amount so required to be deducted or withheld from any payment to a holder of securities exceeds the cash portion of the consideration otherwise payable to the holder, M2 Cobalt, Jervois, and the Depositary are hereby authorized to sell or otherwise dispose of such other portion of the consideration as is necessary to provide sufficient funds to M2 Cobalt, Jervois, and the Depositary, as the case may be, to enable it to comply with such deduction or withholding requirement and M2 Cobalt, Jervois,

and the Depository shall notify the holder thereof and remit to such holder any unapplied balance of the net proceeds of such sale.

4.11 U.S. Securities Law Matters.

The parties agree that the Arrangement will be carried out with the intention that all Jervois Shares issued on completion of the Arrangement to M2 Cobalt Shareholders in the United States, will be issued by Jervois in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Section 3(a)(10) of the *U.S. Securities Act* (the “**Section 3(a)(10) Exemption**”) and applicable state securities laws in reliance upon similar exemptions under applicable state securities laws. 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 M2 Cobalt Shareholders subject to the Arrangement;
- (d) the Final Order will expressly state that the Arrangement is approved by the Court as being fair to the M2 Cobalt Shareholders;
- (e) each M2 Cobalt Shareholder entitled to receive Jervois Shares pursuant to 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; and
- (f) the Interim Order approving the M2 Cobalt Special Meeting will specify that each M2 Cobalt Shareholder will have the right to appear before the Court at the hearing of the Court to give approval of the Arrangement so long as such M2 Cobalt Shareholder enters an appearance within a reasonable time.

4.12 Jervois Board and Management.

M2 Cobalt and Jervois agree and acknowledge that on the Effective Date (i) the composition of the board of directors of Jervois shall be amended such that the board will be initially comprised of four (4) directors, of which 1 will be the nominee of M2 Cobalt, and of which 3 will be nominees of Jervois. Bryce Crocker will be the CEO and Peter Johnston will continue to serve as Chairman.

ARTICLE 5 CONDUCT OF BUSINESS

5.1 Conduct of Business by M2 Cobalt.

Prior to the Effective Time, unless Jervois otherwise agrees in writing, or as otherwise expressly contemplated or permitted by this Agreement or as disclosed in the M2 Cobalt Disclosure Statement or as required by applicable Law or by any Governmental Entity having jurisdiction, M2

Cobalt shall conduct its business solely in accordance with the Joint Budget and shall not incur expenses, debt, or liability outside of the scope of the Joint Budget. Without limiting M2 Cobalt's covenant to operate within the Joint Budget, M2 Cobalt shall (i) conduct its business only in, not take any action except in, and maintain its facilities and assets in, the ordinary course of business consistent with past practice, (ii) maintain and preserve its business organization and its material rights and franchises, (iii) use commercially reasonable efforts to retain the services of its officers and key employees, (iv) use commercially reasonable efforts to maintain relationships with customers, suppliers, lessees, joint venture partners, licensees, lessors, licensors and other third parties, (v) maintain all of its operational assets in their current condition (normal wear and tear excepted) to the end that the goodwill and ongoing business of M2 Cobalt shall not be impaired in any material respect, and (vi) subject to the exception set forth in Schedule (k) of the M2 Cobalt Disclosure Statement, maintain all mining, exploration and similar rights in good standing in accordance with all applicable Laws. Without limiting the generality of the foregoing, M2 Cobalt shall (unless Jervois otherwise consents in writing (any such consent not to be unreasonably withheld, delayed or conditioned), or as otherwise expressly contemplated or permitted by this Agreement or as disclosed in the M2 Cobalt Disclosure Statement and Joint Budget):

- (a) not do or permit to occur any of the following (directly or indirectly), except as required to satisfy a condition set forth herein,
 - (i) issue, grant, sell, transfer, pledge, lease, dispose of, encumber or agree to issue, grant, sell, pledge, lease, dispose of or encumber,
 - (A) any M2 Cobalt Shares or other securities entitling the holder to rights in respect of the securities or assets of M2 Cobalt, other than pursuant to rights to acquire such securities existing at the date of this Agreement as disclosed in the M2 Cobalt Disclosure Statement, or
 - (B) any property or assets of M2 Cobalt (including, without limitation, mining rights), except pursuant to agreements existing at the date of this Agreement as disclosed in the M2 Cobalt Disclosure Statement or in the ordinary course of business consistent with past practice,
 - (ii) amend or propose to amend the constitutional documents (including articles or other organizational documents or by-laws) of it,
 - (iii) redeem, purchase or offer to purchase any securities of its capital stock, or enter into any agreement, understanding or arrangement with respect to the voting, registration or repurchase of its capital stock,
 - (iv) adjust, split, combine or reclassify its capital stock or merge, consolidate or enter into a joint venture with any person,
 - (v) acquire or agree to acquire (by purchase, amalgamation, merger or otherwise) assets from any person that individually or in the aggregate exceed \$10,000,
 - (vi) make, or commit to make, any capital expenditures that individually or in the aggregate exceed \$10,000,

- (vii) incur, create, assume, commit to incur, act or fail to act in any manner that would reasonably be expected to accelerate any obligations in respect of, guarantee or otherwise become liable or responsible for, indebtedness for borrowed money,
- (viii) prepay any amount owing in respect of indebtedness for borrowed money,
- (ix) settle or compromise any suit, claim, action, proceeding, hearing, notice of violation, demand letter or investigation,
- (x) enter into, adopt or amend any Employee Benefit Plan or Employment Agreement, except as may be required by applicable Law or except as may be required to satisfy the condition precedent set out in Section (c) of Schedule E hereto,
- (xi) modify, amend or terminate, or waive, release or assign any material rights or claims with respect to any confidentiality or standstill agreement to which M2 Cobalt is a party,
- (xii) other than as a result of the Transactions, take any action that would give rise to a right to severance benefits pursuant to any employment, severance, termination, change in control or similar agreements or arrangements,
- (xiii) adopt or amend, or increase or accelerate the timing, payment or vesting of benefits under or funding of, any bonus, profit-sharing compensation, stock option (other than M2 Cobalt Options), pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or arrangement for the benefit or welfare of any current or former employee, director or consultant,
- (xiv) amend the M2 Cobalt Option Plan or otherwise amend the terms of any M2 Cobalt Options, except for the purpose of completing the Transactions as contemplated in this Agreement, the Interim Order, and the Plan of Arrangement,
- (xv) enter into any confidentiality agreements or arrangements other than in the ordinary course of business consistent with past practice, except as otherwise permitted in this Agreement,
- (xvi) except as otherwise required by Law, make any material Tax election, settle or compromise any material Tax claim or assessment, file any Tax Return (other than any Tax Return due before the Effective Time and then only in a manner consistent with past practice), change any method of Tax accounting or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes,
- (xvii) except as required by Law or IFRS or as determined in the good faith judgment of M2 Cobalt's board of directors, make any changes to existing accounting practices, or write up, write down or write off the book value of any assets in amount that, in aggregate, exceeds \$5,000, except for depreciation and amortization in accordance with IFRS,

- (xviii) enter into or modify any employment, consulting, severance, collective bargaining or similar agreements or arrangements with, or take any action with respect to or grant any salary increases, bonuses, benefits, severance or termination pay to, any current or former officers, directors or other employees or consultants except as may be required to satisfy the condition precedent set out in Section (c) of Schedule E hereto,
- (xix) take any action or fail to take any action (as the case may be) that causes or may cause:
 - (A) subject to the exception set forth in Schedule 5.1(vi) of the M2 Cobalt Disclosure Statement, any mining rights of M2 Cobalt or any of its Subsidiaries to be forfeited;
 - (B) the imposition of new or additional terms on the mining rights of M2 Cobalt or any of its Subsidiaries which are adverse from the perspective of M2 Cobalt; or
 - (C) the grant, or alteration of, a third party interest in any of the mining rights of M2 Cobalt or any of its Subsidiaries,
- (xx) use its commercially reasonable efforts to cause its current insurance (or re-insurance) policies not to be cancelled or terminated or any other coverage under those policies to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and reinsurance companies of nationally recognized standing reasonably acceptable to Jervois providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect, or
- (xxi) incur, commit to incur, make or commit to make any expenses in connection with the Transactions other than as itemized and estimated in the Joint Budget;
- (b) not do or permit any action that would, or would reasonably be expected to, render any representation or warranty made by it in this Agreement to be untrue or inaccurate in a manner that would, or would reasonably be expected to, be Materially Adverse to M2 Cobalt;
- (c) promptly notify Jervois orally and in writing of any change in the ordinary course of the business, operations or properties of M2 Cobalt and of any material complaints, investigations or hearings (or communications indicating that the same may be contemplated) that, individually is or in the aggregate are, or would reasonably be expected to be, Materially Adverse to M2 Cobalt;
- (d) not implement any other change in the business, affairs, capitalization or dividend policy of M2 Cobalt that is, or in the aggregate are, or would reasonably be expected to be, Materially Adverse to M2 Cobalt; and
- (e) not enter into or modify any contract, agreement, commitment or arrangement with respect to any of the matters set forth in this Section 5.1.

5.2 Conduct of Business by Jervois.

Prior to the Effective Time, unless M2 Cobalt otherwise agrees in writing, or as otherwise expressly contemplated or permitted by this Agreement or as disclosed in the Jervois Disclosure Statement or as required by applicable Law or by any Governmental Entity having jurisdiction, Jervois shall, and shall cause each of its Subsidiaries to (i) conduct its business only in, not take any action except in, and maintain its facilities and assets in, the ordinary course of business consistent with past practice, (ii) maintain and preserve its business organization and its material rights and franchises, (iii) use commercially reasonable efforts to retain the services of its officers and key employees, (iv) use commercially reasonable efforts to maintain relationships with customers, suppliers, lessees, joint venture partners, licensees, lessors, licensors and other third parties, (v) maintain all of its operational assets in their current condition (normal wear and tear excepted) to the end that the goodwill and ongoing business of Jervois and its Subsidiaries shall not be impaired in any material respect, and (vi) maintain all mining, exploration and similar rights in good standing in accordance with all applicable Laws. Without limiting the generality of the foregoing, Jervois shall (unless M2 Cobalt otherwise consents in writing (any such consent not to be unreasonably withheld, delayed or conditioned), or as otherwise expressly contemplated or permitted by this Agreement or as disclosed in the Jervois Disclosure Statement):

- (a) not do, permit any of its Subsidiaries to do or permit to occur any of the following (directly or indirectly), except as required to satisfy a condition set forth herein,
 - (i) issue, grant, sell, transfer, pledge, lease, dispose of, encumber or agree to issue, grant, sell, pledge, lease, dispose of or encumber,
 - (A) any Jervois Shares or other securities entitling the holder to rights in respect of the securities or assets of Jervois or its Subsidiaries, other than pursuant to rights to acquire such securities existing at the date of this Agreement as disclosed in the Jervois Disclosure Statement, or
 - (B) any property or assets of Jervois or any of its Subsidiaries (including, without limitation, mining rights), except in the ordinary course of business consistent with past practice,
 - (ii) amend or propose to amend the constitutional documents (including articles or other organizational documents or by-laws) of it or any of its Subsidiaries,
 - (iii) redeem, purchase or offer to purchase any securities of its capital stock, or enter into any agreement, understanding or arrangement with respect to the voting, registration or repurchase of its capital stock,
 - (iv) adjust, split, combine or reclassify its capital stock or merge, consolidate or enter into a joint venture with any person,
 - (v) acquire or agree to acquire (by purchase, amalgamation, merger or otherwise) assets from any person that individually or in the aggregate exceed \$500,000,
 - (vi) make, or commit to make, any capital expenditures that individually or in the aggregate exceed \$250,000,

- (vii) incur, create, assume, commit to incur, act or fail to act in any manner that would reasonably be expected to accelerate any obligations in respect of, guarantee or otherwise become liable or responsible for, indebtedness for borrowed money, other than advances from Subsidiaries of Jervois made in the ordinary course of business consistent with past practice,
- (viii) prepay any amount owing in respect of indebtedness for borrowed money,
- (ix) settle or compromise any suit, claim, action, proceeding, hearing, notice of violation, demand letter or investigation,
- (x) enter into, adopt or amend any employee benefit plan or employment agreement, except as may be required by applicable Law,
- (xi) modify, amend or terminate, or waive, release or assign any material rights or claims with respect to any confidentiality or standstill agreement to which Jervois is a party,
- (xii) other than as a result of the Transactions, take any action that would give rise to a right to severance benefits pursuant to any employment, severance, termination, change in control or similar agreements or arrangements,
- (xiii) adopt or amend, or increase or accelerate the timing, payment or vesting of benefits under or funding of, any bonus, profit-sharing compensation, stock option (other than Jervois Options), pension, retirement, deferred compensation, employment or other employee benefit plan, agreement, trust, fund or arrangement for the benefit or welfare of any current or former employee, director or consultant,
- (xiv) amend the Jervois Option Plan or otherwise amend the terms of any Jervois Options,
- (xv) enter into any confidentiality agreements or arrangements other than in the ordinary course of business consistent with past practice, except as otherwise permitted in this Agreement,
- (xvi) except as otherwise required by Law, make any material Tax election, settle or compromise any material Tax claim or assessment, file any Tax Return (other than any Tax Return due before the Effective Time and then only in a manner consistent with past practice), change any method of Tax accounting or consent to any extension or waiver of the limitation period applicable to any claim or assessment in respect of Taxes,
- (xvii) except as required by Law or IFRS or as determined in the good faith judgment of Jervois' board of directors, make any changes to existing accounting practices, or write up, write down or write off the book value of any assets in amount that, in aggregate, exceeds \$50,000, except for depreciation and amortization in accordance with IFRS,

- (xviii) enter into or modify any employment, severance, collective bargaining or similar agreements or arrangements with, or take any action with respect to or grant any salary increases, bonuses, benefits, severance or termination pay to, any current or former officers, directors or other employees or consultants,
- (xix) take any action or fail to take any action (as the case may be) that causes or may cause:
 - (A) any mining rights of Jervois or any of its Subsidiaries to be forfeited;
 - (B) the imposition of new or additional terms on the mining rights of Jervois or any of its Subsidiaries which are adverse from the perspective of Jervois or any of its Subsidiaries; or
 - (C) the grant, or alteration of, a third party interest in any of the mining rights of Jervois or any of its Subsidiaries, or
- (xx) use its commercially reasonable efforts to cause the current insurance (or re-insurance) policies of it and its Subsidiaries not to be cancelled or terminated or any other coverage under those policies to lapse, unless simultaneously with such termination, cancellation or lapse, replacement policies underwritten by insurance and reinsurance companies of nationally recognized standing reasonably acceptable to M2 Cobalt providing coverage equal to or greater than the coverage under the cancelled, terminated or lapsed policies for substantially similar premiums are in full force and effect;
- (b) not do or permit any action that would, or would reasonably be expected to, render any representation or warranty made by it in this Agreement to be untrue or inaccurate in a manner that would, or would reasonably be expected to, be Materially Adverse to Jervois and its Subsidiaries, taken as a whole;
- (c) promptly notify M2 Cobalt orally and in writing of any change in the ordinary course of the business, operations or properties of Jervois or its Subsidiaries and of any material complaints, investigations or hearings (or communications indicating that the same may be contemplated) that, individually is or in the aggregate are, or would reasonably be expected to be, Materially Adverse to Jervois and its Subsidiaries, taken as a whole;
- (d) not implement any other change in the business, affairs, capitalization or dividend policy of Jervois or its Subsidiaries that is, or in the aggregate are, or would reasonably be expected to be, Materially Adverse to Jervois and its Subsidiaries, taken as a whole; and
- (e) not enter into or modify any contract, agreement, commitment or arrangement with respect to any of the matters set forth in this Section 5.2.

ARTICLE 6 NON-SOLICITATION

6.1 Non-Solicitation; Adverse Acts.

Except in respect of any action or inaction that is expressly permitted by this Agreement, M2 Cobalt shall not (nor shall it permit any of its Subsidiaries to, where applicable), directly or indirectly, through any of its Representatives or any Representatives of its Subsidiaries or otherwise, directly or indirectly:

- (a) solicit, initiate, knowingly encourage, or otherwise facilitate (including by way of furnishing non-public information or providing access to or copies of, any books, records or documents) any inquiries, offers, proposals or the making by any third party of any inquiries, offers or proposals that constitute or could reasonably lead to, an Acquisition Proposal;
- (b) participate or engage in any discussions or negotiations regarding any Acquisition Proposal or inquiry, proposal or offer that could reasonably lead to an Acquisition Proposal;
- (c) approve, accept, endorse or recommend any Acquisition Proposal;
- (d) accept or enter into, or propose to accept or enter into, any agreement, arrangement or understanding related to any Acquisition Proposal; or
- (e) make a Change of Recommendation.

Additionally, M2 Cobalt shall and shall cause its Subsidiaries, its Representatives and the Representatives of its Subsidiaries to:

- (a) immediately cease and cause to be terminated any existing discussions or negotiations of other activities, directly or indirectly, with any person with respect to any Acquisition Proposal or that could reasonably lead to an Acquisition Proposal; and
- (b) not, directly or indirectly, waive or vary any terms or conditions of any confidentiality or standstill agreement that it has entered into with any person considering any Acquisition Proposal and shall promptly request the return (or the deletion from retrieval systems and data bases or the destruction) of all information, in each case subject to the terms and conditions of each such agreement.

6.2 Notification of Acquisition Proposal.

M2 Cobalt shall, as soon as practicable but in any event within 24 hours, notify Jervois, at first orally and then promptly thereafter in writing, of any Acquisition Proposal received after the date hereof, or any inquiry or proposal that M2 Cobalt reasonably expects to lead to an Acquisition Proposal, or any amendments to that Acquisition Proposal, or any request for information relating to any Acquisition Proposal or any request for access to M2 Cobalt or any of its Subsidiaries or the properties, books, or records of M2 Cobalt or any of its Subsidiaries, by any person that M2 Cobalt reasonably believes could make, or has made, any Acquisition Proposal. Such notices shall include a description of the material terms and conditions of any proposal or offer and the

identity of the person making such proposal or inquiry, together with a copy of any written Acquisition Proposal. M2 Cobalt shall thereafter provide such other details of the proposal or inquiry, discussions or negotiations as Jervois may reasonably request and shall attach copies of all letters, agreements and other documentation (whether executed or in draft) exchanged by or on behalf of M2 Cobalt and the party proposing such Acquisition Proposal. M2 Cobalt shall keep Jervois reasonably informed by way of further notices of the status including any change to the material terms of any such Acquisition Proposal.

6.3 Access to Information.

If M2 Cobalt receives a request for information from a person that has made a *bona fide* written Acquisition Proposal that did not result from a breach of this Article 6, then, and only in such case, the board of directors of M2 Cobalt may, subject to (only if such person is not already party to a confidentiality agreement in favour of M2 Cobalt) the execution by such person of a confidentiality agreement containing terms at least as favourable to M2 Cobalt as those contained in the NDA and a prohibition on such person's use of any information regarding M2 Cobalt or its Subsidiaries for any reason whatsoever other than as relates to such person's evaluation and consummation of the transaction that is the subject of the Acquisition Proposal, provide such person with access to confidential and/or non-public information regarding M2 Cobalt and its Subsidiaries; provided that M2 Cobalt sends a copy of any such confidentiality agreement to Jervois promptly upon its execution and M2 Cobalt provides Jervois (to the extent it has not already done so) with copies of the information provided to such person and promptly provides Jervois with access to all information to which such person was provided access.

6.4 Permitted Actions.

Notwithstanding anything in this Agreement, nothing shall prevent M2 Cobalt, its Subsidiaries or its Representatives or the board of directors of M2 Cobalt from, at any time prior to the date that M2 Cobalt Shareholder Approval is obtained:

- (a) complying with the obligations of such board of directors under applicable securities Law to prepare and deliver a directors' circular in response to a takeover bid;
- (b) provided M2 Cobalt has complied with Section 6.1, considering, engaging and participating in discussions or negotiations and entering into confidentiality agreements and providing information to, in each case notwithstanding Section 6.1 and in compliance with Section 6.3, regarding a *bona fide* written Acquisition Proposal that the board of directors of M2 Cobalt has determined by formal resolution, in good faith and after receiving confirmation in support of the board's determination from its financial advisors and outside legal counsel, that such Acquisition Proposal could reasonably be expected, if consummated, to result in a Superior Proposal;
- (c) failing to recommend the matters to be approved by securityholders of M2 Cobalt at the M2 Cobalt Special Meeting in connection with the Transactions or withdrawing, amending, modifying or qualifying such recommendation, in a manner adverse to Jervois, or failing to reaffirm such recommendation, within five business days after having been requested in writing by Jervois to do so, in a manner adverse to Jervois (a "**Change of Recommendation**") if, in the good faith judgment of its board of directors, after consultation with legal counsel, the failure to take such action would be inconsistent with

such board of directors' exercise of fiduciary duties or such action or disclosure is otherwise required by applicable Law; provided that, for greater certainty, in the event of Change of Recommendation and a termination by Jervois of this Agreement in accordance with Sections 7.1(c)(v), as the case may be, M2 Cobalt shall pay the Termination Fee as required by Section 8.1(a)(ii).

The board of directors of M2 Cobalt shall not, except in compliance with this Section 6.4 and Sections 6.5 and 6.6 enter into any other agreement, arrangement or understanding in respect of any such Acquisition Proposal.

6.5 Implementation of Superior Proposal.

Subject to the rights of Jervois under Section 6.6, M2 Cobalt may terminate this Agreement in accordance with Section 7.1(b)(iii) in order to enter into a definitive agreement, undertaking or arrangement in respect of a Superior Proposal only if:

- (a) M2 Cobalt has complied with its obligations under this Article 6 with respect to the Superior Proposal, including by providing Jervois with all documentation required to be delivered under Section 6.2 and Section 6.3 and a copy of the Superior Proposal (including any draft agreement to be entered into by M2 Cobalt which governs the Superior Proposal);
- (b) the board of directors of M2 Cobalt has made a written determination that the Acquisition Proposal constitutes a Superior Proposal, and of the intention of the board of directors to authorize M2 Cobalt to enter into such definitive agreement, undertaking or arrangement, together with a written notice regarding the value and financial terms that such board of directors has determined should be ascribed to any non-cash consideration offered under such Acquisition Proposal that such board of directors has determined constitutes a Superior Proposal;
- (c) a period expiring at 5:00 p.m. (Vancouver time) on the fifth business day (the "**Response Period**") after the later of (i) the date on which Jervois received written notice from M2 Cobalt that it has resolved, subject only to compliance with this Section 6.4, to accept, or enter into a definitive agreement, undertaking or arrangement in respect of, a Superior Proposal, and (ii) the date Jervois received a copy of the Superior Proposal as provided in Section 6.5(a), has elapsed;
- (d) the board of directors of M2 Cobalt has considered any amendment to the terms of this Agreement proposed in writing by Jervois (or on its behalf) before the end of the Response Period as contemplated in Section 6.6 and determined in good faith, having first received confirmation in support of the board's determination from its financial advisors and outside legal counsel, that the Superior Proposal remains a Superior Proposal (as assessed against this Agreement, together with the written amendments, if any, proposed by Jervois before the end of the Response Period); and
- (e) subject to Jervois not being in breach of or having failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, where such breach or failure would render Jervois incapable of consummating the Transactions,

M2 Cobalt has paid (or caused to be paid) to Jervois the Termination Fee in accordance with Section 8.1(a)(i).

In the event that M2 Cobalt receives a Superior Proposal within 10 days prior to the date of the M2 Cobalt Special Meeting M2 Cobalt shall be entitled to adjourn or postpone the M2 Cobalt Special Meeting to a date that is not more than seven business days (or such greater period as may be required to comply with applicable Law) after the end of the Response Period, and if the Response Period would not terminate before the M2 Cobalt Special Meeting, at the request of Jervois, M2 Cobalt shall adjourn the M2 Cobalt Special Meeting to a date that is no less than two and no more than five business days (or such greater period as may be required to comply with applicable Law) after the Response Period.

6.6 Response to Superior Proposal.

During the Response Period, Jervois shall have the right, but not the obligation, to offer in writing to amend the terms of this Agreement and the Arrangement. The board of directors of M2 Cobalt shall review any such written offer by Jervois to amend this Agreement in good faith, in consultation with its financial advisors and outside legal counsel, to determine whether the Acquisition Proposal to which Jervois is responding would continue to be a Superior Proposal when assessed against this Agreement, as would be amended in accordance with the written amendments, if any, proposed by Jervois before the end of the Response Period. If the board of directors of M2 Cobalt does not so determine by formal resolution, M2 Cobalt shall enter into an amended agreement with Jervois reflecting Jervois' proposed written amendments. If the board of directors of M2 Cobalt does so determine then, M2 Cobalt may terminate this Agreement in accordance with Section 7.1(b)(iii) in order to enter into a definitive agreement, undertaking or arrangement in respect of such Superior Proposal; provided that in no event shall the board of directors of M2 Cobalt take any action prior to the end of the Response Period that may obligate M2 Cobalt or any other person to seek to interfere with the completion of the Transactions, or impose any "break-up," "hello" or other fees or options or rights to acquire assets or securities, or any other obligations that would survive completion of the Transactions, on M2 Cobalt or any of its Subsidiaries, property or assets and provided further that M2 Cobalt has paid such amounts as may be payable to Jervois upon termination in accordance Section 8.1.

6.7 General.

Each successive amendment to any material term of an Acquisition Proposal shall constitute a new Acquisition Proposal for the purpose of Section 6.5 and Section 6.6 and Jervois shall be offered a new Response Period in respect of each such Acquisition Proposal.

**ARTICLE 7
TERMINATION AND AMENDMENT OF AGREEMENT**

7.1 Termination.

The rights and obligations of the parties pursuant to this Agreement may be terminated at any time before the Effective Time:

- (a) by mutual agreement in writing executed by M2 Cobalt and Jervois (for greater certainty, without further action on the part of M2 Cobalt Shareholders if termination occurs after the holding of the M2 Cobalt Special Meeting);
- (b) by M2 Cobalt,
 - (i) after the Outside Date if the Effective Time has not occurred, if the conditions provided in Section 2.1 and 2.2 have not been satisfied, or waived by M2 Cobalt, on or before the Outside Date, provided however that the right to terminate in this Section 7.1(b)(i) shall not be available to M2 Cobalt if its failure to fulfil any of its obligations under this Agreement or if its breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date; or
 - (ii) if there shall be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins M2 Cobalt or Jervois from consummating the Arrangement and such applicable Law (if applicable) or enjoinder shall have become final and non-appealable; or
 - (iii) at any time if the board of directors of M2 Cobalt authorizes M2 Cobalt to enter into a definitive agreement, undertaking or arrangement in respect of a Superior Proposal in the circumstances contemplated by Section 6.4(b) and Section 6.5 or 6.6 (provided that concurrently with such termination, M2 Cobalt pays the Termination Fee payable pursuant to Section 8.1(a)(i)); or
 - (iv) at any time following the M2 Cobalt Special Meeting, if M2 Cobalt Shareholder Approval is not obtained at the M2 Cobalt Special Meeting; or
 - (v) at any time if Jervois shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure is, or would reasonably be expected to be, Materially Adverse to Jervois and its Subsidiaries as a whole; and
- (c) by Jervois,
 - (i) after the Outside Date, if the Effective Time has not occurred, if the conditions provided in Section 2.1 and 2.3 have not been satisfied or waived by Jervois on or before the Outside Date, provided however that the right to terminate in this Section 7.1(c)(i) shall not be available to Jervois if its failure to fulfil any of its obligations under this Agreement or if its breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Effective Time to occur by such Outside Date; or
 - (ii) if there shall be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibits or enjoins M2 Cobalt or Jervois from consummating the Arrangement and such applicable Law (if applicable) or enjoinder shall have become final and non-appealable; or
 - (iii) at any time following the M2 Cobalt Special Meeting, if M2 Cobalt Shareholder Approval is not obtained at the M2 Cobalt Special Meeting; or

- (iv) at any time if M2 Cobalt shall have breached or failed to perform any of its representations, warranties, covenants or agreements set forth in this Agreement, which breach or failure is, or would reasonably be expected to be, Materially Adverse to M2 Cobalt; or
- (v) at any time if the board of directors of M2 Cobalt,
 - (A) prior to obtaining M2 Cobalt Shareholder Approval, makes a Change of Recommendation that is not permitted under Article 6; or
 - (B) approves, recommends, endorses, accepts or authorizes M2 Cobalt to enter into any agreement, undertaking or arrangement in respect of an Acquisition Proposal (other than a confidentiality agreement as contemplated in Article 6) not contemplated by Section 6.4(b) or Section 6.5(d); or
- (vi) at any time if M2 Cobalt (or any of its Representatives or those of its Subsidiaries) breaches or fails to perform any of the covenants or agreements set forth in Article 6.

Neither M2 Cobalt nor Jervois may seek to rely upon the failure to satisfy any conditions precedent in Section 2.1, 2.2 or 2.3 or exercise any termination right arising therefrom or any termination right provided in Sections 7.1(b)(v), 7.1(c)(iv) or 7.1(c)(vi) unless forthwith and in any event prior to the Effective Time of the Arrangement, M2 Cobalt or Jervois, as the case may be, has delivered a written notice to the other specifying in reasonable detail all breaches of covenants, representations and warranties or other matters which M2 Cobalt or Jervois, as the case may be, is asserting as the basis for the non-fulfilment of the applicable condition precedent or the exercise of the termination right, as the case may be. If any such notice is delivered, provided that M2 Cobalt or Jervois, as the case may be, is proceeding diligently to cure all such matters, if and for so long as all such matters are susceptible of being cured (for greater certainty, except by way of disclosure in the case of representations and warranties) ("**Curable Matters**"), the other may not terminate this Agreement as a result thereof until the earlier of (i) the date that any Curable Matter is no longer susceptible of being cured, (ii) the date that M2 Cobalt or Jervois, as the case may be, is no longer proceeding diligently to cure all Curable Matters, and (iii) the later of (A) the Outside Date and (B) the expiration of a period of 15 days from the date of such notice (the "**Termination Period**"). If such notice has been delivered prior to the date of the M2 Cobalt Special Meeting, such meeting shall, unless the parties agree otherwise, be postponed or adjourned until the earlier of (i) the date that is two business days after the date that M2 Cobalt or Jervois, as the case maybe, notifies the other that all Curable Matters have been cured, and (ii) the expiry of the Termination Period unless this Agreement is terminated on such date. If such notice has been delivered prior to the making of the application for the Final Order, such application shall be postponed until the earlier of (x) the date that is two business days after the date that M2 Cobalt or Jervois, as the case maybe, notifies the other that all Curable Matters have been cured, and (y) the expiry of the Termination Period unless this Agreement is terminated on such date. For greater certainty, if all Curable Matters are cured within the Termination Period without being Materially Adverse to the curing party and its Subsidiaries, taken as a whole, this Agreement may not be terminated as a result of the Curable Matter having been cured.

In the event of the termination of this Agreement as provided in Section 7.1, this Agreement shall forthwith have no further force or effect and there shall be no obligation on the part of Jervois or M2 Cobalt hereunder except as set forth in the last paragraph of Section 1.2, this Article 7, Article 8, Section 9.4, Article 10 and Article 11, which provisions shall survive the termination of this Agreement; provided further that the termination of this Agreement in accordance with Section 7.1 shall not relieve any party from any liability for any material breach by it of this Agreement that occurred prior to termination.

7.2 Amendment.

This Agreement, including the Plan of Arrangement, may be amended by written agreement of the parties at any time before and after the M2 Cobalt Special Meeting, but not later than the Effective Time and any such amendment may, subject to applicable Law or the Interim Order, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties;
- (b) waive any inaccuracies in or modify any representation contained in this Agreement or any document to be delivered pursuant to this Agreement;
- (c) waive compliance with or modify any of the covenants contained in this Agreement or waive or modify performance of any of the obligations of the parties; and/or
- (d) waive compliance with or modify any condition precedent contained in this Agreement.

7.3 Approval of Amendments.

M2 Cobalt and Jervois will use all commercially reasonable efforts to obtain the approvals of the Court and M2 Cobalt Shareholders in respect of any amendments to this Agreement, including the Plan of Arrangement, to the extent required by applicable Law.

ARTICLE 8 TERMINATION PAYMENTS

8.1 Payment to Jervois.

- (a) If:
 - (i) M2 Cobalt exercises its right of termination pursuant to Section 7.1(b)(iii); or
 - (ii) Jervois exercises its right of termination pursuant to Section 7.1(c)(vi) or Section 7.1(c)(v),

M2 Cobalt shall immediately pay (or cause to be paid) the Termination Fee to an account designated by Jervois in immediately available funds.

- (b) If Jervois exercises its right of termination pursuant to Section 7.1(c)(iv), M2 Cobalt shall immediately pay (or cause to be paid) to Jervois in immediately available funds to an account designated by Jervois all properly documented fees, costs and expenses

incurred by Jervois in connection with the transactions contemplated by this Agreement and the Arrangement, up to a maximum of \$550,000.

- (c) If, prior to the time of the M2 Cobalt Special Meeting, a *bona fide* written Acquisition Proposal in relation to M2 Cobalt has been publicly announced and has not been withdrawn and at any time within the six months immediately following the date of termination of this Agreement without payment of a Termination Fee, M2 Cobalt approves, recommends, accepts, enters into any agreement, undertaking or arrangement in respect of, or consummates such Acquisition Proposal or any variation thereof is completed by M2 Cobalt, M2 Cobalt shall immediately pay to an account designated by Jervois on closing of such Acquisition Proposal the Termination Fee in immediately available funds.

8.2 Payment to M2 Cobalt.

If M2 Cobalt exercises its right of termination pursuant to Section 7.1(b)(v), Jervois shall immediately pay (or cause to be paid) to M2 Cobalt in immediately available funds to an account designated by M2 Cobalt all properly documented fees, costs and expenses incurred by M2 Cobalt in connection with the transactions contemplated by this Agreement and the Arrangement, up to a maximum of \$550,000.

8.3 Damages.

The parties acknowledge and agree that the payment of the Termination Fee or other amounts set forth in Sections 8.1 and 8.2 are payments of liquidated damages which are a genuine pre-estimate of the damages which the parties would suffer or incur as a result of the event giving rise to such damages and the resultant termination of this Agreement and are not a penalty. The parties further acknowledge and agree, however, that, notwithstanding any other provision in this Agreement to the contrary, in connection with any termination where a Termination Fee or other amount is not otherwise paid or payable pursuant to Sections 8.1 or 8.2, the parties shall be entitled to any additional remedies set forth in this Agreement, including injunctive relief and specific performance, and all additional and other remedies available at law or in equity to which the parties, as applicable, may be entitled. Each of the parties irrevocably waives any right it may have to raise a defence that any amounts that are required to be paid pursuant to Sections 8.1 or 8.2 are excessive or punitive. Each of the parties agrees that the payment of the Termination Fee and other amounts set forth in Sections 8.1 and 8.2 are the sole and exclusive remedies of the parties in respect of the events giving rise to the payment of such amounts. Nothing in this Section 8.3 shall relieve any party in any way from liability for damages incurred or suffered by the other parties hereto as a result of an intentional or wilful breach of this Agreement by the first named party.

ARTICLE 9 COVENANTS

9.1 Indemnities.

From and after the Effective Time, and subject to the immediately following paragraph, Jervois shall, and shall cause M2 Cobalt to, indemnify and hold harmless and provide advancement of expenses to, and Jervois shall not do anything to prevent M2 Cobalt from indemnifying and

holding harmless and providing advancement of expenses to, all present and past directors and officers of M2 Cobalt (the “**Indemnified Persons**”) to the maximum extent permitted by Law and in accordance with the terms of any such arrangements between M2 Cobalt and its present and past directors and officers existing on the date hereof, against any and all liabilities and obligations, costs or expenses (including reasonable legal fees), judgments, fines, losses, claims, damages or liabilities incurred in connection with any claim, action, suit, proceeding or investigation, whether civil, criminal, administrative or investigative arising out of or related to such Indemnified Person’s service as a director or officer of M2 Cobalt or services performed by such persons at the request of M2 Cobalt at or prior to the Effective Time, whether asserted or claimed prior to, at or after the Effective Time (to the extent the Indemnified Person acted honestly and in good faith and in the best interests of M2 Cobalt and in the case of criminal or administrative action or proceeding that is enforced by a monetary penalty, the Indemnified Person had reasonable grounds for believing that the conduct was lawful), including the approval of this Agreement, the Arrangement or the other transactions contemplated by this Agreement or arising out of or related to this Agreement and the Transactions contemplated hereby.

Without the consent of the Indemnified Person, neither Jervois nor M2 Cobalt shall settle, compromise or consent to the entry of any judgment in any claim, action, suit, proceeding or investigation or threatened claim, action, suit, proceeding or investigation for which indemnification is required to be provided under this Article 9 (i) unless such settlement, compromise or consent includes an unconditional release of the applicable Indemnified Person (which release shall be in form and substance satisfactory to such Indemnified Person, acting reasonably) from all liability arising out of such action, suit, proceeding, investigation or claim or such Indemnified Person otherwise consents or (ii) that includes an admission of fault of such Indemnified Person.

Subject only to the limitations set forth in this Article 9, all rights to indemnification and exculpation from liabilities for acts or omissions occurring at or prior to the Effective Time and rights to advancement of expenses relating thereto now existing in favour of any Indemnified Person as provided in the articles of incorporation or by-laws of M2 Cobalt or any indemnification contract or policy between such Indemnified Person and M2 Cobalt shall survive the Effective Time and shall not be amended, repealed or otherwise modified in any manner that would adversely affect any right thereunder of any such Indemnified Person.

9.2 Directors and Officers Insurance and Other Indemnification Matters.

Jervois hereby acknowledges and consents to M2 Cobalt securing, prior to the Effective Time directors’ and officers’ liability insurance coverage from a reputable and financially sound insurance carrier, and containing terms and conditions that are no less advantageous to the directors and officers of M2 Cobalt than those contained in M2 Cobalt’s policy in effect on the date hereof, for the current and former directors and officers of M2 Cobalt on a six year “trailing” (or “run- off”) basis with respect to any claim related to any period of time at or prior to the Effective Time; provided, however, that Jervois does not consent to, and M2 Cobalt shall not maintain or obtain policies providing such coverage if the annual cost is greater than 250% of the most recent annual premium paid by M2 Cobalt prior to the date hereof (the “**Cap**”). Jervois shall cause M2 Cobalt to maintain such coverage following the Effective Time, but provided, further, that if equivalent coverage cannot be obtained, or can be obtained only by paying an annual premium in excess of the Cap, Jervois shall only be required to cause M2 Cobalt to obtain as much coverage as can be obtained by paying an annual premium equal to the Cap.

9.3 Employment Agreements.

- (a) Jervois covenants and agrees, at and after the Effective Time, that it will cause M2 Cobalt and any of its successors to honour and comply with the terms of the Consulting Agreements, including termination, severance, retention clauses, plans or policies and pension plans and similar agreements of M2 Cobalt in accordance with the terms of such agreements at the Effective Time. Notwithstanding the forgoing, no payments of severance or change of control payments will be made other than to those officers, consultants and employees that are specifically terminated as part of the Transactions.
- (b) Nothing in this Section 9.3 shall limit M2 Cobalt from terminating any of such officers, consultants or employees, subject to applicable Law and the terms of any applicable contract.

9.4 Third Party Beneficiaries.

This agreement is not intended to, and shall not, confer upon any other person any rights or remedies hereunder, except as set forth in or contemplated by the terms and provisions of Section 9.1, 9.2, 9.3, this Section 9.4 and the last paragraph of Section 1.2 (which provisions shall for greater certainty survive the Effective Time and continue in full force and effect in accordance with their terms after the Effective Time).

9.5 Election Not To Be a Public Corporation or a Reporting Issuer.

As soon as possible after the Effective Date, Jervois will ensure that M2 Cobalt complies with prescribed conditions and will elect in the prescribed manner to cease to be (a) a “public corporation” within the meaning of the ITA, and (b) a “reporting issuer” within the meaning of Canadian securities Law.

**ARTICLE 10
PUBLIC DISCLOSURE**

10.1 General.

M2 Cobalt and Jervois shall consult with each other as to the general nature of any news releases or public statements with respect to this Agreement or the Transactions, and shall use their respective commercially reasonable efforts not to issue any news releases or public statements inconsistent with the results of such consultations. Subject to applicable Law, each party shall use its commercially reasonable efforts to enable the other party to review and comment on all such news releases and public statements prior to the release thereof.

10.2 Corporate Names.

Jervois shall not change its name or the names of any of its Subsidiaries to a name that includes the word “M2 Cobalt” prior to the Effective Time.

**ARTICLE 11
GENERAL**

11.1 Definitions.

For the purposes of this Agreement, those terms defined in Schedule A and Schedule B shall have the meanings attributed to them in those Schedules.

11.2 Assignment.

Except as expressly permitted by the terms hereof, neither this Agreement including (for greater certainty) the Plan of Arrangement, nor any of the rights, interests or obligations hereunder or thereunder shall be assigned by either of the parties without the prior written consent of the other party. Jervois may, in the course of a reorganization, assign all or any part of its rights or obligations under this Agreement, except for the obligation to issue Jervois Shares, to one or more of its direct or indirect wholly-owned Subsidiaries or any combination thereof provided that if such assignment takes place, Jervois shall continue to be fully liable as primary obligor and not merely as surety and, on a joint and several basis with any such entity, to M2 Cobalt for any default in performance by the assignee of any of Jervois' obligations hereunder arising in respect of the Transactions and Jervois agrees to provide to M2 Cobalt a guarantee in form and substance satisfactory to M2 Cobalt in respect thereof.

11.3 Binding Effect.

This Agreement, including (for greater certainty) the Plan of Arrangement, shall be binding upon and shall inure to the benefit of and be enforceable by the parties hereto and their respective successors and permitted assigns. No third party shall have any rights under this Agreement except as expressly set forth in Section 9.4.

11.4 Representatives.

Each of M2 Cobalt and Jervois shall ensure that its and its Subsidiaries' Representatives (other than persons who are insiders only as a result of their shareholdings) are aware of the provisions of this Agreement, and each of M2 Cobalt and Jervois shall be responsible for any breach of those provisions by any of those persons, respectively.

11.5 Responsibility for Expenses.

Except as provided in Sections 8.1 and 8.2, each party to this Agreement shall pay its own expenses incurred in connection with this Agreement and the completion of the Transactions that it contemplates, whether or not the Arrangement and the Transactions are completed.

11.6 Time.

Time shall be of the essence of this Agreement in each and every matter or thing herein provided.

11.7 Notices.

(a) Each party shall give prompt notice to the other of:

- (i) the occurrence or failure to occur of any event that causes, or would reasonably be expected to cause, any representation or warranty on its part contained in this Agreement to be untrue or inaccurate or that is or would reasonably be expected to be, Materially Adverse to either of M2 Cobalt and Jervois; and
 - (ii) any material breach of its obligations under this Agreement, provided that no such notification shall affect the representations, warranties, covenants or agreements of the parties or the conditions to the obligations of the parties under this Agreement.
- (b) Each of M2 Cobalt and Jervois shall give prompt notice to the other of any previously undisclosed fact of which it becomes aware after the date of this Agreement that is, or would reasonably be expected to be Materially Adverse to either of M2 Cobalt and Jervois.
- (c) Any notice or other communications required or permitted to be given under this Agreement shall be sufficiently given if delivered in person, by overnight courier, or if sent by facsimile transmission (provided such transmission is recorded as being transmitted successfully):
- (i) in the case of M2 Cobalt, to the following address:

M2 Cobalt
Attn: Simon Clarke, Chief Executive Officer
Suite 2000, 1177 West Hastings Street
Vancouver, BC, V6E 2K3

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

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

- (ii) in the case of Jervois, to the following address:

Jervois
Attn: Bryce Crocker, Chief Executive Officer
585 Burwood Rd
Hawthorn Victoria 3122
Australia

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

Kenneth Klassen
Barrister & Solicitor

or at such other address as the party to which such notice or other communication is to be given has last notified the party giving the same in the manner provided in this section, and if so given, the same shall be deemed to have been received on the date of such delivery or sending.

11.8 Governing Law.

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable herein. Each party hereto irrevocably submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia with respect to any matter arising hereunder or related hereto.

11.9 Injunctive Relief.

Except as otherwise provided herein (including Article 8), any and all remedies herein expressly conferred upon a party will be deemed cumulative with and not exclusive of any other remedy conferred hereby or by Law or equity upon such party, and the exercise by a party of any one remedy will not preclude the exercise of any other remedy. The parties hereto hereby agree that irreparable damage would occur in the event that any provision of this Agreement were not performed in accordance with its specific terms or were otherwise breached, and that money damages or other legal remedies would not be an adequate remedy for any such damages. Accordingly, the parties hereto acknowledge and hereby agree that in the event of any breach or threatened breach by M2 Cobalt, on the one hand, or Jervis, on the other hand, of any of their respective covenants or obligations set forth in this Agreement, M2 Cobalt, on the one hand, and Jervis, on the other hand, shall be entitled to an injunction or injunctions to prevent or restrain breaches or threatened breaches of this Agreement by the other, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other under this Agreement. Each of the parties hereto hereby agrees not to raise any objections to the availability of the equitable remedy of specific performance to prevent or restrain breaches or threatened breaches of this Agreement by it, and to specifically enforce the terms and provisions of this Agreement to prevent breaches or threatened breaches of, or to enforce compliance with, the covenants and obligations of the other party under this Agreement.

The parties hereto further agree that, except as provided herein (including Article 8) (x) by seeking the remedies provided for in this Section 11.9, a party shall not in any respect waive its right to seek any other form of relief that may be available to a party under this Agreement in the event that this Agreement has been terminated or in the event that the remedies provided for in this Section 11.9 are not available or otherwise are not granted, and (y) nothing set forth in this Section 11.9 shall require any party hereto to institute any proceeding for (or limit any party's right to institute any proceeding for) specific performance under this Section 11.9 prior or as a condition to exercising any termination right under Section 7.1 (and pursuing damages after such

termination), nor shall the commencement of any legal proceeding restrict or limit any party's right to terminate this Agreement in accordance with the terms of Section 7.1 or pursue any other remedies under this Agreement that may be available then or thereafter.

11.10 Currency.

Except as expressly indicated otherwise, all sums of money referred to in this Agreement are expressed and shall be payable in Canadian dollars.

11.11 Knowledge.

Where the phrase "to the knowledge of M2 Cobalt" is used, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon the actual knowledge of any of Simon Clarke, Chief Executive Officer of M2 Cobalt, Andy Edelmeier, Chief Financial Officer of M2 Cobalt, Thomas Lamb, VP Operations and a director of M2 Cobalt, and Dr. Jennifer Hinton, Director of East Africa Operations of M2 Cobalt, after reasonable inquiry within M2 Cobalt (which, for greater certainty, shall not require any new third party audits or studies or require any enquiries of third parties).

Where the phrase "to the knowledge of Jervois" is used, such phrase shall mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon the actual knowledge of Bryce Crocker, Chief Executive Officer of Jervois, after reasonable inquiry within Jervois (which, for greater certainty, shall not require any new third party audits or studies or require any enquiries of third parties).

11.12 Entire Agreement.

This Agreement, together with the Plan of Arrangement, the Jervois Disclosure Statement, M2 Cobalt Disclosure Statement, and the NDA, constitutes the entire agreement of the parties with respect to the Transactions contemplated by this Agreement and shall supersede all prior agreements, understandings, negotiations and discussions whether oral or written, between the parties with respect to the Transactions.

11.13 Further Assurances.

Each party shall, from time to time, and at all times hereafter, at the request of the other party hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as shall be reasonably required in order to fully perform and carry out the terms and intent hereof and of the Plan of Arrangement.

The parties shall act in a commercially reasonable manner in exercising their rights and performing their duties under this Agreement.

11.14 Waivers and Modifications.

M2 Cobalt and Jervois may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to it under this Agreement or in any document to be delivered pursuant to this Agreement and may waive or consent to the modification of any

or the obligations contained in this Agreement for its benefit or waive or consent to the modification of any of the obligations of the other party. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

11.15 Privacy Issues.

- (a) For the purposes of this Section 11.15, the following definitions shall apply:
- (i) **“applicable law”** means, in relation to any person, transaction or event, all applicable Law by which such person is bound or having application to the transaction or event in question, including applicable privacy laws;
 - (ii) **“applicable privacy laws”** means any and all applicable Law relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law;
 - (iii) **“authorized authority”** means, in relation to any person, transaction or event, any: (A) federal, provincial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (B) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government; (C) court, arbitrator, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (D) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over such person, transaction or event; and
 - (iv) **“Personal Information”** means information (other than business contact information when used or disclosed for the purpose of contacting such individual in that individual's capacity as an employee or an official of an organization and for no other purpose) about an identifiable individual disclosed or transferred to Jervis by M2 Cobalt in accordance with this Agreement and/or as a condition of the Arrangement.
- (b) The parties hereto acknowledge that they are responsible for compliance at all times with applicable privacy laws which govern the collection, use or disclosure of Personal Information disclosed to either party pursuant to or in connection with this Agreement (the **“Disclosed Personal Information”**).
- (c) Prior to the completion of the Arrangement, neither party shall use or disclose the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Arrangement. After the completion of the transactions contemplated herein, a party may only collect, use and disclose the Disclosed Personal Information for the purposes for which the Disclosed Personal Information was initially collected from or in respect of the individual to which such Disclosed Personal Information relates or for the completion of the transactions

contemplated herein, unless: (i) either party shall have first notified such individual of such additional purpose, and where required by applicable law, obtained the consent of such individual to such additional purpose; or (ii) such use or disclosure is permitted or authorized by applicable law, without notice to, or consent from, such individual. M2 Cobalt shall notify Jervois of the purposes for which the Disclosed Personal Information was initially collected prior to the Effective Date.

- (d) Each party acknowledges and confirms that the disclosure of the Disclosed Personal Information is necessary for the purposes of determining if the parties shall proceed with the Arrangement, and that the Disclosed Personal Information relates solely to the carrying on of the business or the completion of the Arrangement.
- (e) Each party acknowledges and confirms that it has taken and shall continue to take reasonable steps to, in accordance with applicable law, prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.
- (f) Subject to the following provisions, each party shall at all times keep strictly confidential all Disclosed Personal Information provided to it, and shall instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the parties' obligations hereunder. Prior to the completion of the Arrangement, each party shall take reasonable steps to ensure that access to the Disclosed Personal Information shall be restricted to those employees or advisors of the respective party who have a *bona fide* need to access such information in order to complete the Arrangement.
- (g) Where authorized by applicable law, each party shall promptly notify the other party to this Agreement of all inquiries, complaints, requests for access, variations or withdrawals of consent and claims of which the party is made aware in connection with the Disclosed Personal Information. To the extent permitted by applicable Law, the parties shall fully co-operate with one another, with the persons to whom the Personal Information relates, and any authorized authority charged with enforcement of applicable privacy laws, in responding to such inquiries, complaints, requests for access, variations or withdrawals of consent and claims.
- (h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of either party, the other party shall forthwith cease all use of the Disclosed Personal Information acquired by it in connection with this Agreement and will return to the requesting party or, at the requesting party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies thereof) in its possession.

11.16 Liability.

No director or officer of Jervois shall have any personal liability whatsoever to M2 Cobalt or any third party beneficiary under this Agreement or any other document delivered in connection with the Transactions contemplated hereby on behalf of Jervois.

No director or officer of M2 Cobalt shall have any personal liability whatsoever to Jervois under this Agreement or any other document delivered in connection with the Transactions contemplated hereby on behalf of M2 Cobalt.

11.17 Schedules.

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

Schedule A – Definitions

Schedule B – Plan of Arrangement

Schedule C – Mutual Conditions

Schedule D – Conditions in Favour of M2 Cobalt

Schedule E – Conditions in Favour of Jervois

Schedule F – Representations and Warranties of M2 Cobalt

Schedule G – Representations and Warranties of Jervois

11.18 Counterparts.

This Agreement may be signed in any number of counterparts (by facsimile or otherwise), each of which shall be deemed to be original and all of which, when taken together, shall be deemed to constitute one and the same instrument. It shall not be necessary in making proof of this Agreement to produce more than one counterpart.

11.19 Date For Any Action.

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

11.20 Interpretation.

When a reference is made in this Agreement to a Section or Sections, Exhibit or Schedule, such reference shall be to a Section or Sections of, or an Exhibit or Schedule to, this Agreement unless otherwise indicated. The table of contents and headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning, construction or interpretation of this Agreement.

11.21 Severability.

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule or Law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the Transactions is not affected in any manner Materially Adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that the Transactions are fulfilled to the maximum extent possible.

[Signature page follows]

IN WITNESS WHEREOF, each of the parties hereto has executed this Agreement as of the date first written above.

JERVOIS MINING LIMITED

By: /s/ Bryce Crocker
Bryce Crocker
Chief Executive Officer

M2 COBALT CORP.

By: /s/ Simon Clarke
Simon Clarke
Chief Executive Officer

SCHEDULE A**DEFINITIONS**

“Acquisition Proposal” means, other than the transactions contemplated in this Agreement, any proposal, inquiry or offer with respect to any transaction (by purchase, merger, amalgamation, arrangement, business combination, liquidation, dissolution, recapitalization, take-over bid or otherwise) made after the date hereof relating to: (i) any acquisition, sale, lease, long-term supply agreement or other arrangement having the same economic effect as a sale, direct or indirect, of: (a) the assets of a M2 Cobalt and/or one or more of its Subsidiaries that, individually or in the aggregate, constitute 20% or more of the fair market value of the consolidated assets of M2 Cobalt and its Subsidiaries taken as a whole; or (b) 20% or more of any voting or equity securities of M2 Cobalt or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 20% or more of the fair market value of the consolidated assets of M2 Cobalt and its Subsidiaries, taken as a whole; (c) any take-over bid, tender offer or exchange offer for any class of voting or equity securities of M2 Cobalt; or (d) a plan of arrangement, merger, amalgamation, consolidation, share exchange, business combination, reorganization, recapitalization, liquidation, dissolution or other similar transaction involving M2 Cobalt or any of its Subsidiaries whose assets, individually or in the aggregate, constitute 20% or more of the fair market value of the consolidated assets of M2 Cobalt and its Subsidiaries, taken as a whole.

“Act” or the **“BCBCA”** means the *Business Corporations Act* (British Columbia), as amended.

“affiliate” has the meaning corresponding to **“affiliated companies”** in the *Securities Act* (Ontario), as amended and includes subsidiaries that are wholly owned either directly or indirectly.

“Agency” means any domestic or foreign court, tribunal, federal, state, provincial or local government or governmental agency, department or authority or other regulatory authority (including the TSXV and the ASX) or administrative agency or commission (including the Securities Commissions and the Australian Securities & Investments Commission) or any elected or appointed public official.

“Agreement” means this arrangement agreement together with the schedules attached, as amended, amended and restated or supplemented from time to time.

“Arrangement” means an arrangement under Section 288 of the BCBCA on the terms and subject to the conditions set out in the Plan of Arrangement, subject to any amendments or variations thereto made in accordance with this Agreement (including the Plan of Arrangement) or made at the direction of the Court with the consent of the parties, acting reasonably.

“ASX” means the Australian Securities Exchange or any successor exchange.

“Authorized Capital” has the meaning set out in Section (c) of Schedule F of this Agreement.

“business day” means any day other than a Saturday, Sunday, a public holiday or a day on which commercial banks are not open for business in Vancouver, British Columbia, or Perth, Western Australia, under applicable Law.

“Business Personnel” has the meaning set out in Section (o) of Schedule F of this Agreement.

“Cap” has the meaning set out in Section 9.2 of this Agreement.

“Change of Recommendation” has the meaning set out in Section 6.4(c) of this Agreement.

“Closing” has the meaning set out in Section 1.1(g).

“Consulting Agreements” means the consulting agreements of M2 Cobalt as set forth in the M2 Cobalt Disclosure Statement.

“Contract” has the meaning set out in Section (e) of Schedule F of this Agreement.

“Court” means the Supreme Court of British Columbia.

“CRA” means the Canada Revenue Agency.

“Depository” has the meaning set forth in Section 4.10 of this Agreement.

“Dissenting Shareholders” means holders of M2 Cobalt Shares that have exercised Dissent Rights and are ultimately entitled to be paid the fair value of their M2 Cobalt Shares as determined in accordance with the Plan of Arrangement.

“Dissent Rights” has the meaning set out in Section 3.1 of the Plan of Arrangement.

“Effective Date” means the date on or before the Outside Date on which the Closing occurs.

“Effective Time” means 12:01 a.m. on the Effective Date.

“Employee Benefit Plan” means any employee benefit plan, program, policy, practices or other arrangement providing benefits to any current or former employee, officer, consultant or director of M2 Cobalt or any beneficiary or dependant thereof that is sponsored or maintained by M2 Cobalt or to which M2 Cobalt contributes or is obligated to contribute or with respect to which M2 Cobalt may have liabilities, whether or not written, and any bonus, incentive, deferred compensation, vacation, stock purchase, stock option, severance, employment, change of control or fringe benefit plan, program or agreement.

“Employment Agreement” means a contract, offer, letter or agreement of M2 Cobalt with or addressed to any individual, or a personal services corporation for such individual, who is rendering or has rendered services thereto as an employee or consultant pursuant to which M2 Cobalt has any actual or contingent liability or obligation to provide compensation and/or benefits in consideration for past, present or future services, including, without limitation, the Consulting Agreements.

“Environmental Laws” means all applicable Laws, including applicable common law, relating to the protection of the environment and employee and public health and safety.

“Fairness Opinion” means the opinion of the Financial Advisor to the board of directors of M2 Cobalt to the effect that, as of the date of the opinion, the consideration to be received by M2 Cobalt Shareholders pursuant to the Arrangement is fair to M2 Cobalt Shareholders (other than Jervois and its affiliates) from a financial point of view.

“Filed Jervois Public Disclosure Documents” has the meaning set out in Section (f) of Schedule G of this Agreement.

“Filed M2 Cobalt Public Disclosure Documents” has the meaning set out in Section (h) of Schedule F of this Agreement.

“Final Order” means the final order of the Court approving the Arrangement pursuant to Section 291 of the BCBCA, as such order may be amended by the Court at any time before the Effective Time, or if appealed, unless that appeal is withdrawn or denied, as affirmed or as amended on appeal.

“Financial Advisor” means Canaccord Genuity Corp.

“Governmental Entity” means any applicable (i) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, agency or entity, whether domestic or foreign, (ii) any subdivision, agency, commission, board or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing.

“Great Rift Agreement” means the agreement between M2 Cobalt, Great Rift Geoscience (Canada) Inc., and Great Rift Geosciences SMC Ltd. dated the 16th day of May, 2018.

“Hazardous Substance” means any chemical, material or substance in any form, whether solid, liquid, gaseous, semisolid or any combination thereof, whether waste material, raw material, finished product, intermediate product, by-product or any other material or article, that is listed or regulated under any Environmental Laws as a hazardous substance, toxic substance, waste or contaminant or is otherwise listed or regulated under any Environmental Laws because it poses a hazard to human health or the environment, including petroleum products, asbestos, PCBs, urea formaldehyde foam insulation and lead-containing paints or coatings.

“IFRS” has the meaning ascribed thereto in National Instrument 14-101 *Definitions*.

“including” means “including without limitation” and **“includes”** means “includes without limitation.”

“Indemnified Persons” has the meaning set out in Section 9.1 of this Agreement.

“Interim Order” means an interim order of the Court, as may be amended, providing for, among other things, the calling and holding of the M2 Cobalt Special Meeting.

“ITA” means the *Income Tax Act* (Canada), as amended.

“Jervois” means Jervois Mining Limited, a corporation incorporated under the laws of Australia.

“Jervois Disclosure Statement” means the statement delivered by Jervois to M2 Cobalt concurrently with the execution of this Agreement (in materially and substantially the form reviewed by M2 Cobalt prior to execution of this Agreement).

“Jervois Information” means all information (including all financial information, historical, *pro forma* or otherwise) as may be reasonably requested by M2 Cobalt or as required by the Interim Order or applicable Laws to be disclosed in the M2 Cobalt Circular and any amendment or supplement thereto with respect to Jervois and its businesses and properties and any securities to be issued by Jervois in connection with the Arrangement, including all information required for the M2 Cobalt Circular to provide

full, true and plain disclosure of all material facts relating to the securities of Jervois to be issued in connection with this Agreement, including under the Plan of Arrangement.

“**Jervois Options**” means options to acquire Jervois Shares issued pursuant to Jervois’ stock option plan.

“**Jervois Option Consideration**” has the meaning ascribed to the term “Jervois Option Consideration” in the Plan of Arrangement.

“**Jervois Property**” has the meaning set out in Section (r) of Schedule G of this Agreement.

“**Jervois Public Disclosure Documents**” has the meaning set out in Section (f) of Schedule G of this Agreement.

“**Jervois Shareholders**” means the holders of Jervois Shares.

“**Jervois Shares**” means the fully paid ordinary shares of Jervois.

“**Joint Budget**” means the financial budget of M2 Cobalt and its Subsidiaries for the period from January 1, 2019 to June 30, 2019 agreed between the parties and attached to the M2 Cobalt Disclosure Statement.

“**Law**” means all laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, policies, notices, directions and judgments or other requirements of any Agency.

“**M2 Cobalt**” means M2 Cobalt Corp., a corporation incorporated under the laws of British Columbia.

“**M2 Cobalt Circular**” means the notice of special meeting and accompanying management information circular of M2 Cobalt, including all appendices thereto, to be sent to M2 Cobalt Shareholders in connection with the M2 Cobalt Special Meeting.

“**M2 Cobalt Disclosure Statement**” means the statement delivered by M2 Cobalt to Jervois concurrently with the execution of this Agreement (in materially and substantially the form reviewed by Jervois prior to execution of this Agreement).

“**M2 Cobalt Optionholders**” means the holders at the relevant time of M2 Cobalt Options.

“**M2 Cobalt Option Plan**” means the amended and restated stock option plan of M2 Cobalt effective August 10, 2012, as may be amended in accordance with this Agreement.

“**M2 Cobalt Options**” means all options to purchase M2 Cobalt Shares issued pursuant to the M2 Cobalt Option Plan.

“**M2 Cobalt Plans**” has the meaning set out in Section (p) of Schedule F of this Agreement.

“**M2 Cobalt Property**” has the meaning set out in Section (w) of Schedule F of this Agreement.

“**M2 Cobalt Public Disclosure Documents**” has the meaning set out in Section (f) of Schedule F of this Agreement.

“M2 Cobalt Shareholder Approval” means the approval of the Arrangement by the affirmative vote of 66 2/3% of the votes cast at the M2 Cobalt Special Meeting by M2 Cobalt Shareholders and, if required, the approval of the Arrangement by the affirmative vote of the majority of the votes cast at the M2 Cobalt Special Meeting by M2 Cobalt Shareholders in accordance with the minority approval requirements of MI 61-101.

“M2 Cobalt Shareholders” means the holders at the relevant time of M2 Cobalt Shares.

“M2 Cobalt Shares” means the common shares in the capital of M2 Cobalt.

“M2 Cobalt Special Meeting” means the special meeting of M2 Cobalt Shareholders, including any postponement or adjournment thereof, to be called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement.

“M2 Cobalt Supporting Shareholders” has the meaning set out in Section 1.3 of this Agreement.

“M2 Cobalt Voting Support Agreements” means the agreements entered into on or after the date hereof between Jervois and certain M2 Cobalt Shareholders with respect to the voting of M2 Cobalt Shares or M2 Cobalt Options, as applicable, in favour of the Transactions.

“M2 Cobalt Warrants” means all outstanding warrants to acquire M2 Cobalt Shares as described in the M2 Cobalt Disclosure Statement.

“Materially Adverse” means, with respect to a person, a fact, circumstance, change, effect, occurrence, event or state of facts that, individually or in the aggregate, is or would reasonably be expected to (A) materially and adversely affect the financial condition, operations, results of operations, business, prospects, assets or capital of that person, or (B) prevent such person from performing its obligations under this Agreement, the Transactions or any other agreement contemplated hereby or thereby; provided that, except as hereinafter set forth in this definition, no fact, circumstance, change, effect, occurrence, event or state of facts relating to any of the following, individually or in the aggregate, shall be considered Materially Adverse, solely as contemplated in (A) above: (i) any change in the trading price or trading volume of M2 Cobalt Shares or Jervois Shares, as the case may be; (ii) any change in conditions generally affecting the mining industry as a whole; (iii) any change in the market price of iron ore; (iv) any change in generally acceptable accounting principles; (v) any change in applicable Laws; (vi) any matters disclosed in this Agreement, in the M2 Cobalt Disclosure Statement or in the Jervois Disclosure Statement; (vii) any action or inaction taken by M2 Cobalt or Jervois or any of its Subsidiaries, as the case may be, to which the other party has expressly consented in writing or as expressly permitted by this Agreement; or (viii) a decline in the TSXV or ASX level, as applicable, following the date hereof.

“MI 61-101” means Multilateral Instrument 61-101 – Protection of Minority Security Holders in Special Transactions.

“NDA” means the mutual non-disclosure agreement between Jervois and M2 Cobalt dated November 8, 2018.

“Outside Date” means July 21, 2019 or such later date to which each of M2 Cobalt and Jervois may agree in writing.

“person” includes any individual, firm, partnership, limited partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator,

legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Agency, syndicate or other entity, whether or not having legal status.

“Plan” means any Employee Benefit Plan.

“Plan of Arrangement” means the plan of arrangement in the form and content of Schedule B annexed to the Arrangement Agreement, and any amendments or variations thereto made in accordance with Section 7.2 of the Arrangement Agreement or Section 5 of the Plan of Arrangement or made at the direction of the Court with the consent of the parties, acting reasonably.

“Pre-Acquisition Reorganization” has the meaning set out in Section 4.3 of this Agreement.

“Regulatory Approvals” means those sanctions, rulings, consents, orders, waivers, exemptions, permits and other approvals of an Agency (including the lapse, without objection, of a prescribed time under a statute or regulation that states that a transaction may be implemented if a time lapses following the giving of notice without an objection being made by an Agency) required by M2 Cobalt and Jervois in respect of the Transactions.

“Release” shall mean any release, spill, leak, discharge, abandonment, disposal, pumping, pouring, emitting, emptying, injecting, leaching, dumping, depositing, dispersing, passive migration, allowing to escape or migrate into or through the environment (including ambient air, surface water, ground water, land surface and subsurface strata or within any building, structure, facility or fixture) of any Hazardous Substance, including the abandonment or discarding of Hazardous Substances in barrels, drums, tanks or other containers, regardless of when discovered.

“Remedial Action” shall mean any investigation, feasibility study, monitoring, testing, sampling, removal (including removal of underground storage tanks), restoration, clean up, remediation, closure, site restoration, remedial response or remedial work.

“Representatives” of a person means, collectively, the directors, officers, employees, professional advisors, agents or other authorized representatives of such person.

“Response Period” has the meaning set out in Section 6.5(c) of this Agreement.

“Royalty Contracts” means the net smelter returns royalty agreements as set forth in the M2 Cobalt Disclosure Statement.

“Securities Commissions” means the securities regulatory authorities in each of the provinces of Canada.

“Subsidiaries” means, in respect of a person, each of the corporate entities, partnerships and other entities over which it exercises direction or control.

“Superior Proposal” means any *bona fide* written Acquisition Proposal made after the date hereof by a third party that did not result from a contravention of Article 6 of this Agreement, that, in the good faith determination of the board of directors of M2 Cobalt (following consultation with their financial advisors and outside legal advisors): (i) is reasonably capable of being completed (taking into account all legal, financial, regulatory and other aspects of such proposal and the party making such proposal), (ii) is not subject to a due diligence and/or access to information condition, (iii) if in cash or partly in cash, is fully financed or is capable of being fully financed taking into account the creditworthiness of the person who

made the Acquisition Proposal, and (iv) would, if consummated in accordance with its terms, be more favourable to the shareholders of M2 Cobalt, provided that applicable securities Laws are met, and the failure to recommend such Acquisition Proposal to M2 Cobalt Shareholders would constitute a breach of its fiduciary duties under applicable Laws.

“**Tax**” and “**Taxes**” has the meaning set out in Section (l) of Schedule F of this Agreement.

“**Tax Return**” has the meaning set out in Section (l) of Schedule F of this Agreement.

“**Termination Fee**” means \$550,000.

“**Transactions**” means the Arrangement and the other transactions related to the acquisition of M2 Cobalt by Jervois contemplated by this Agreement and the other agreements contemplated hereby.

“**TSXV**” means the TSX Venture Exchange or any successor exchange.

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

“**U.S. Securities Laws**” means federal and state securities legislation of the United States and all rules, regulations and orders promulgated thereunder.

SCHEDULE B

PLAN OF ARRANGEMENT

1. INTERPRETATION

1.1 Definitions.

In this Plan of Arrangement:

“affiliate” has the meaning corresponding to “affiliated companies” in the *Securities Act* (Ontario), as amended.

“Agency” means any domestic or foreign court, tribunal, federal, state, provincial or local government or governmental agency, department or authority or other regulatory authority (including the TSXV and the ASX) or administrative agency or commission (including the Securities Commissions and the Australian Securities & Investments Commission) or any elected or appointed public official.

“Arrangement” means an arrangement under Section 288 of the BCBCA on the terms and subject to the conditions set out in this Plan of Arrangement, subject to any amendments or variations hereto made in accordance with this Plan of Arrangement or made at the direction of the Court with the consent of the parties, acting reasonably.

“ASX” means the Australian Securities Exchange, or any successor exchange

“Arrangement Agreement” means the arrangement agreement made as of January 21, 2019 between M2 Cobalt and Jervois to which this Schedule B is attached and forms a part, as amended, supplemented and/or restated in accordance with its terms.

“business day” means any day other than a Saturday, Sunday, a public holiday or a day on which commercial banks are not open for business in Vancouver, Canada or Perth, Western Australia, under applicable Law.

“Canadian Dollar Equivalent” means in respect of an amount expressed in a currency other than Canadian dollars (the **“Foreign Currency Amount”**) at any date the product obtained by multiplying:

- (a) the Foreign Currency Amount; by
- (b) the daily average exchange rate on the business day immediately preceding such date for such foreign currency expressed in Canadian dollars as reported by the Bank of Canada or, in the event such daily average exchange rate is not available, such spot exchange rate on the business day immediately preceding such date for such foreign currency expressed in Canadian dollars as may be mutually agreed upon by Jervois and M2 Cobalt to be appropriate for such purpose, which determination shall be conclusive and binding.

“Court” means the British Columbia Supreme Court.

“**CRA**” means the Canada Revenue Agency.

“**Depository**” means the person acting as depository under the Arrangement.

“**Dissenting Shareholders**” means holders of M2 Cobalt Shares that have duly and validly exercised Dissent Rights and are ultimately entitled to be paid the fair value of their M2 Cobalt Shares as determined in accordance with Section 3.1 of this Plan of Arrangement.

“**Dissent Rights**” has the meaning provided in Section 3.1 of this Plan of Arrangement.

“**Effective Date**” means the date on or before the Outside Date on which the Closing occurs.

“**Effective Time**” means 12:01 a.m. on the Effective Date.

“**Exchange Ratio**” means 1.0, as may be adjusted pursuant to Section 2.5 of this Plan of Arrangement.

“**Exchange Time**” means the time that the steps in Section 2.2 of this Plan of Arrangement occur.

“**Final Order**” means the final order of the Court approving the Arrangement, as such order may be amended by the Court, at any time before the Effective Time, or if appealed, unless that appeal is withdrawn or denied, as affirmed or as amended on appeal.

“**holder**” means a M2 Cobalt Shareholder, M2 Cobalt Warrantholder or a M2 Cobalt Optionholder, as the context requires.

“**including**” means “including without limitation” and “**includes**” means “includes without limitation”.

“**Interim Order**” means an interim order of the Court, as may be amended by the Court, providing for, among other things, the calling and holding of the M2 Cobalt Special Meeting.

“**ITA**” means the *Income Tax Act* (Canada), as amended.

“**Jervois**” means Jervois Mining Limited, a corporation incorporated under the laws of Australia.

“**Jervois Option Consideration**” has the meaning provided in Section 2.2(b) of this Plan of Arrangement.

“**Jervois Shareholders**” means the holders at the relevant time of Jervois Shares.

“**Jervois Shares**” means the ordinary fully paid shares in the capital of Jervois.

“**Law**” means all laws, statutes, by-laws, rules, regulations, orders, decrees, ordinances, protocols, codes, guidelines, published policies, notices, directions and judgments or other requirements of any Agency, in each case having the force of law.

“**Letter of Transmittal**” means the letter of transmittal for use by holders of M2 Cobalt Shares, in the form accompanying the M2 Cobalt Circular.

"M2 Cobalt" means M2 Cobalt Corp., a corporation incorporated under the laws of the Province of British Columbia.

"M2 Cobalt Circular" means the notice of special meeting and accompanying management information circular of M2 Cobalt, including all appendices thereto, to be sent to M2 Cobalt Shareholders in connection with the M2 Cobalt Special Meeting.

"M2 Cobalt Options" means the options to purchase M2 Cobalt Shares issued pursuant to the M2 Cobalt Option Plan or any predecessor option plan of M2 Cobalt.

"M2 Cobalt Option Plan" means the amended and restated stock option plan of M2 Cobalt effective August 10, 2012, as may be amended in accordance with the Arrangement Agreement.

"M2 Cobalt Optionholders" means the holders at the relevant time of M2 Cobalt Options.

"M2 Cobalt Shareholders" means the holders at the relevant time of M2 Cobalt Shares.

"M2 Cobalt Shares" means common shares in the capital of M2 Cobalt.

"M2 Cobalt Special Meeting" means the special meeting of M2 Cobalt Shareholders, including any postponement or adjournment thereof, to be called and held in accordance with the Interim Order to consider and, if deemed advisable, approve the Arrangement.

"M2 Cobalt Warrantholders" means the holders at the relevant time of M2 Cobalt Warrants.

"M2 Cobalt Warrants" means all outstanding warrants to acquire M2 Cobalt Shares of which 13,322,012 are issued and outstanding as at the date of the Arrangement Agreement.

"Outside Date" means July 21, 2019 or such later date to which each of Jervis and M2 Cobalt may agree in writing.

"person" includes any individual, firm, partnership, limited partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Agency, syndicate or other entity, whether or not having legal status.

"Plan of Arrangement" means this plan of arrangement as amended, varied or supplemented in accordance with the terms hereof, the terms of the Arrangement Agreement or made at the direction of the Court, with the consent of the parties to the Arrangement Agreement, acting reasonably.

"Regulation S" means Regulation S promulgated under the U.S. Securities Act.

"Replacement Option" has the meaning provided in Section 2.2(b) of this Plan of Arrangement.

"Securities Commission" means the securities regulatory authorities in each of the provinces of Canada.

"TSXV" means the TSX Venture Exchange or any successor exchange.

“United States” means the United States as that term is defined in Regulation S

“U.S. Person” means a U.S. Person as that term is defined in Regulation S.

“U.S. Securities Act” means the United States Securities Act of 1933, as amended.

1.2 Headings and References.

The division of this Plan of Arrangement into Sections and the insertion of headings are for convenience of reference only and do not affect the construction or interpretation of this Plan of Arrangement. Unless otherwise specified, references to Sections are to Sections of this Plan of Arrangement.

1.3 Currency.

Except as expressly indicated otherwise, all sums of money referred to in this Plan of Arrangement are expressed and shall be payable in Canadian dollars.

1.4 Time.

Time shall be of the essence in each and every matter or thing herein provided. Unless otherwise indicated, all times expressed herein are local time at Vancouver, British Columbia.

2. THE ARRANGEMENT

2.1 Binding Effect.

Subject to the terms of the Arrangement Agreement, the Arrangement will become effective at the Effective Time and be binding at and after the Effective Time on M2 Cobalt, Jervois, and all holders and beneficial holders of M2 Cobalt Shares and M2 Cobalt Options and M2 Cobalt Warrants.

2.2 The Arrangement.

Commencing at the Effective Time on the Effective Date, subject to the terms and conditions of the Arrangement Agreement, the following steps shall occur as part of the Arrangement and shall be deemed to occur in the following sequence without any further act or formality.

- (a) Each M2 Cobalt Warrant outstanding immediately prior to the Effective Time, whether or not vested, will be adjusted either in accordance with its terms, or otherwise in accordance with this Plan of Arrangement, such that the holder shall be entitled to acquire, on the same terms and conditions as were applicable to such M2 Cobalt Warrant immediately prior to the Effective Time, the number of Jervois Shares equal to the number of M2 Cobalt Shares subject to such M2 Cobalt Warrant immediately prior to the Effective Time. The exercise price per Jervois Share subject to such M2 Cobalt Warrant shall be the exercise price per M2 Cobalt Share subject to such M2 Cobalt Warrant immediately prior to the Effective Time. Except as set out above, the M2 Cobalt Warrant shall be governed by the terms of the certificates evidencing the M2 Cobalt Warrants prior to the Effective Time. The M2 Cobalt Warrants will not be exercisable in the United States or by or on behalf of a U.S. Person unless an exemption from registration under the U.S. Securities Act and applicable state securities laws is available.

- (b) Each M2 Cobalt Option outstanding immediately prior to the Effective Time, whether or not vested, shall be exchanged for an option issued by Jervois (a “**Replacement Option**”) to acquire (on the same terms and conditions as were applicable to such M2 Cobalt Option immediately prior to the Effective Time under the M2 Cobalt Option Plan and the agreement evidencing the grant), the number of Jervois Shares equal to the number of M2 Cobalt Shares subject to such M2 Cobalt Option immediately prior to the Effective Time (the “**Jervois Option Consideration**”). The exercise price per Jervois Share subject to any such Replacement Option shall be the amount equal to the exercise price per M2 Cobalt Share subject to such M2 Cobalt Option immediately prior to the Effective Time. Except as set out above, all other terms of each Replacement Option shall be the same as the terms of the M2 Cobalt Option for which it was exchanged, and shall be governed by the terms of the M2 Cobalt Option Plan and any certificate or agreement previously evidencing the M2 Cobalt Option shall thereafter evidence and be deemed to evidence such Replacement Option, and such Replacement Options shall be designed to meet the requirements under subsection 7(1.4) of the ITA. On and after the Effective Time, no further M2 Cobalt Options will be granted under the M2 Cobalt Option Plan. The obligations of the M2 Cobalt under the M2 Cobalt Option Plan in respect of the M2 Cobalt Options will be assumed by Jervois. The Replacement Options will not be exercisable in the United States or by or on behalf of a U.S. Person unless an exemption from registration under the U.S. Securities Act and applicable state securities laws is available.
- (c) Five minutes after the Effective Time, each issued and outstanding M2 Cobalt Share (other than M2 Cobalt Shares held by Jervois or an affiliate thereof or Dissenting Shareholders) held by a M2 Cobalt Shareholder shall be exchanged with Jervois for one Jervois Share.
- (d) M2 Cobalt and Jervois agree and acknowledge that on the Effective Date (i) the composition of the board of directors of Jervois shall be amended such that the board will be initially comprised of four (4) directors, of which 1 will be the nominee of M2 Cobalt, and of which 3 will be nominees of Jervois. Bryce Crocker will be the CEO and Peter Johnston will continue to serve as Chairman.

2.3 Arrangement Consideration.

With respect to the exchange of securities effected pursuant to Sections 2.2(c) of this Plan of Arrangement M2 Cobalt Shareholders that have not exercised dissent rights shall receive, in respect of each M2 Cobalt Share exchanged, one Jervois Share.

2.4 Share Registers.

Every M2 Cobalt Shareholder from whom a M2 Cobalt Share is acquired pursuant to the Arrangement shall be removed from the register of holders of M2 Cobalt Shares at the time of that acquisition pursuant to the Arrangement and shall cease to have any rights in respect of such M2 Cobalt Shares, and Jervois shall become the holder of such M2 Cobalt Shares and shall be added to that register at that time and shall be entitled as of that time to all of the rights and privileges attached to the M2 Cobalt Shares. Every M2 Cobalt Shareholder who acquires Jervois Shares pursuant to the Arrangement shall be added to the register of holders of Jervois Shares, and shall be entitled as of the time of the exchange to all of the rights and privileges attached to the Jervois Shares.

2.5 Adjustments to Consideration.

The consideration to be paid pursuant to Section 2.2(c) of this Plan of Arrangement shall be adjusted to reflect fully the effect of any stock split, reverse split, stock dividend (including any dividend or distribution of securities convertible into Jervois Shares or M2 Cobalt Shares, other than stock dividends paid in lieu of ordinary course dividends), reorganization, recapitalization or other like change with respect to Jervois Shares or M2 Cobalt Shares occurring after the date of the Arrangement Agreement and prior to the Effective Time.

3. DISSENT RIGHTS

3.1 Dissent Rights.

Holders of M2 Cobalt Shares may exercise rights of dissent with respect to those M2 Cobalt Shares pursuant to, and (except as expressly indicated to the contrary in this Section 3.1 of this Plan of Arrangement), in the manner set forth in, Section 238 of the BCBCA and this Section 3.1 of this Plan of Arrangement (the “**Dissent Rights**”) in connection with the Arrangement; provided that, notwithstanding Section 242 of the BCBCA, the notice of dissent must be received by M2 Cobalt by 10:00 a.m. (Vancouver time) on ●, 2019, being the business day preceding the M2 Cobalt Special Meeting (or, if the M2 Cobalt Special Meeting is postponed or adjourned, the business day preceding the date of the postponed or adjourned M2 Cobalt Special Meeting); and provided further that M2 Cobalt Shareholders who duly exercise Dissent Rights and who:

- (a) ultimately are determined to be entitled to be paid fair value for their M2 Cobalt Shares shall be entitled to a payment in cash equal to such fair value, which fair value, notwithstanding anything to the contrary contained in the BCBCA, shall be determined as of the Exchange Time and shall be deemed to have transferred those M2 Cobalt Shares in respect of which Dissent Rights have been duly and validly exercised as of the Exchange Time at the fair value of the M2 Cobalt Shares determined as of the Exchange Time, without any further act or formality and free and clear of all liens and claims, to Jervois; or
- (b) ultimately are determined not to be entitled, for any reason, to be paid fair value for their M2 Cobalt Shares, shall be deemed to have participated in the Arrangement on the same basis as a holder of M2 Cobalt Shares who has not exercised Dissent Rights and shall receive the consideration provided in Section 2.3(d) of this Plan of Arrangement, but in no case shall M2 Cobalt, Jervois, the Depositary or any other person be required to recognize any such holder as a holder of M2 Cobalt Shares on or after the Exchange Time and the names of each such holder shall be deleted from the register of holders of M2 Cobalt Shares at the Exchange Time.

4. SHARE DEPOSIT

4.1 Share Deposit.

Upon surrender to the Depositary for cancellation of a certificate which immediately prior to the Exchange Time represented M2 Cobalt Shares that were exchanged under the Arrangement, together with a duly completed Letter of Transmittal and such other documents and instruments as the Depositary may reasonably require, the holder of such surrendered certificate shall be entitled to receive, and promptly

after the Exchange Time the Depositary shall deliver to such person the direct registration statement evidencing the issuance of the Jervois Shares or certificate(s) representing the Jervois Shares registered in the name of such person representing that number of Jervois Shares which such person is entitled to receive less any amounts withheld pursuant to Section 4.6 of this Plan of Arrangement, and any certificate so surrendered shall forthwith be cancelled. In the event of a transfer of ownership of such M2 Cobalt Shares which was not registered in the transfer records of M2 Cobalt, the direct registration statement evidencing the issuance of the Jervois Shares or certificate(s) representing the Jervois Shares may be registered in the name of and issued to the transferee if the certificate representing such M2 Cobalt Shares is presented to the Depositary, accompanied by a duly completed Letter of Transmittal and all documents required to evidence and effect such transfer. Without limiting the provisions of Sections 2.5 and 4.5 of this Plan of Arrangement, until surrendered as contemplated by this Section 4.1 of this Plan of Arrangement, each certificate which immediately prior to the Exchange Time represented one or more outstanding M2 Cobalt Shares that, under the Arrangement, were exchanged pursuant to Section 2.2(c) of this Plan of Arrangement, shall be deemed at all times after the Exchange Time to represent only the right to receive upon such surrender (i) the consideration to which the holder thereof is entitled under the Arrangement, or as to a certificate held by a Dissenting Shareholder (other than a shareholder who exercised Dissent Rights who is deemed to have participated in the Arrangement pursuant to Section 3.1(b) of this Plan of Arrangement), to receive the fair value of the M2 Cobalt Shares represented by such certificate, and (ii) any dividends or distributions with a record date after the Exchange Time theretofore paid or payable with respect to any Jervois Shares issued in exchange therefor as contemplated by Section 4.2 of this Plan of Arrangement, in each case less any amounts withheld pursuant to Section 4.6 of this Plan of Arrangement.

4.2 Distributions with Respect to Unsurrendered Certificates.

No dividends or other distributions paid, declared or made with respect to Jervois Shares, in each case with a record date after the Exchange Time, shall be paid to the holder of any unsurrendered certificate which immediately prior to the Exchange Time represented outstanding M2 Cobalt Shares unless and until such person shall have complied with the provisions of Section 4.1 of this Plan of Arrangement. Subject to applicable Law, and to the provisions of Section 4.5 of this Plan of Arrangement, at the time such person shall have complied with the provisions of Section 4.1 of this Plan of Arrangement (or, in the case of clause (ii) below, at the appropriate payment date), there shall be paid to such person, without interest (i) the amount of dividends or other distributions with a record date after the Exchange Time theretofore paid with respect to the Jervois Shares to which such person is entitled pursuant hereto, and (ii) on the appropriate payment date, the amount of dividends or other distributions with a record date after the Exchange Time but prior to the date of compliance by such person with the provisions of Section 4.1 of this Plan of Arrangement and a payment date subsequent to the date of such compliance and payable with respect to such Jervois Shares.

4.3 No Fractional Shares.

No fractional Jervois Shares shall be issued upon compliance with the provisions of Section 4.1 of this Plan of Arrangement and no dividend, stock split or other change in the capital structure of Jervois shall relate to any such fractional security and such fractional interests shall not entitle the owner thereof to exercise any rights as a security holder of Jervois. All such fractional Jervois Shares shall be down to the nearest whole number of Jervois Shares, as the case may be.

4.4 Lost Certificates.

In the event any certificate which immediately prior to the Exchange Time represented one or more outstanding M2 Cobalt Shares that were exchanged pursuant to Section 2.2(c) of this Plan of Arrangement shall have been lost, stolen or destroyed, upon the making of an affidavit of that fact by the person claiming such certificate to be lost, stolen or destroyed, the Depositary will issue in exchange for such lost, stolen or destroyed certificate, any Jervois Shares (and any dividends or distributions with respect thereto) deliverable in accordance with Section 2.2(c) of this Plan of Arrangement and such holder's Letter of Transmittal. When authorizing such payment in exchange for any lost, stolen or destroyed certificate, the person to whom Jervois Shares are to be paid or issued shall, as a condition precedent to the payment or issuance thereof, give a bond satisfactory to M2 Cobalt, Jervois and their respective transfer agents in such amount as M2 Cobalt, Jervois or their respective transfer agents may direct or otherwise indemnify M2 Cobalt, Jervois and their respective transfer agents in a manner satisfactory to M2 Cobalt, Jervois and their respective transfer agents against any claim that may be made against M2 Cobalt, Jervois or their respective transfer agents with respect to the certificate alleged to have been lost, stolen or destroyed.

4.5 Extinction of Rights.

Any certificate which immediately prior to the Exchange Time represented outstanding M2 Cobalt Shares that were exchanged pursuant to Section 2.2(c) of this Plan of Arrangement that is not deposited with all other instruments required by Section 4.1 of this Plan of Arrangement on or prior to the sixth anniversary of the Effective Date shall cease to represent a claim or interest of any kind or nature as a securityholder of Jervois. On such date, the Jervois Shares to which the former holder of the certificate referred to in the preceding sentence was ultimately entitled shall be deemed to have been surrendered for no consideration to Jervois.

4.6 Withholding Rights.

M2 Cobalt, Jervois, a Jervois Affiliate if any, and the Depositary shall be entitled to deduct and withhold from any dividend, price or consideration otherwise payable to any holder of M2 Cobalt Options, M2 Cobalt Warrants, M2 Cobalt Shares, or Jervois Shares such amounts as M2 Cobalt, Jervois, a Jervois Affiliate, if any, or the Depositary is required to deduct or withhold with respect to such payment under the ITA or any other applicable Law. To the extent that amounts are so deducted or withheld, such deducted or withheld amounts shall be treated for all purposes hereof as having been paid to the holder of the securities in respect of which such deduction or withholding was made, provided that such deducted or withheld amounts are actually remitted to the appropriate taxing Agency. To the extent that the amount so required to be deducted or withheld from any payment to a holder exceeds the cash portion of the consideration otherwise payable to the holder, M2 Cobalt, Jervois, a Jervois Affiliate, if any, and the Depositary are hereby authorized to sell or otherwise dispose of such other portion of the consideration as is necessary to provide sufficient funds to M2 Cobalt, Jervois, a Jervois Affiliate, if any, and the Depositary, as the case may be, to enable them to comply with such deduction or withholding requirement and M2 Cobalt, Jervois, a Jervois Affiliate, if any, and the Depositary shall notify the holder thereof and remit any unapplied balance of the net proceeds of such sale.

5. AMENDMENT

5.1 Plan of Arrangement Amendment.

- (a) M2 Cobalt may amend, modify and/or supplement this Plan of Arrangement at any time and from time to time (with the prior written consent of Jervois), provided that any such

amendment, modification and/or supplement must be contained in a written document that is filed with the Court and, if made after the Special Meeting, approved by the Court and communicated to M2 Cobalt Shareholders, and, if and as required by the Court, to the M2 Cobalt Warrantholders and M2 Cobalt Optionholders.

- (b) Any amendment, modification or supplement to this Plan of Arrangement may be proposed by M2 Cobalt (with the prior written consent of Jervois) at any time before or at the Special Meeting with or without any other prior notice or communication and, if so proposed and accepted by the persons voting at the Special Meeting in the manner required under the Interim Order, shall become part of this Plan of Arrangement for all purposes.
- (c) Any amendment, modification or supplement to this Plan of Arrangement that is approved or directed by the Court following the Special Meeting shall be effective only if (i) it is consented to in writing by M2 Cobalt and Jervois, (ii) it is filed with the Court, and, (iii) if required by the Court, it is consented to by M2 Cobalt Shareholders voting in the manner directed by the Court.
- (d) Any amendment, modification or supplement to this Plan of Arrangement may be made following the Effective Date unilaterally by Jervois, provided that it concerns a matter which, in the reasonable opinion of Jervois, is of an administrative nature required to better give effect to the implementation of this Plan of Arrangement and is not adverse to the financial or economic interests of any M2 Cobalt Shareholders.

6. FURTHER ASSURANCES

Each of M2 Cobalt and Jervois shall make, do and execute, or cause to be made, done and executed, all such further acts, deeds, agreements, transfers, assurances, instruments or documents as may reasonably be required by either of them to document or evidence any of the transactions or events set out in this Plan of Arrangement.

7. NOTICE

- (a) Any notice to be given to M2 Cobalt Shareholders, M2 Cobalt Warrantholders or M2 Cobalt Optionholders pursuant to the Arrangement will be deemed to have been properly given if it is mailed by first class mail, postage prepaid, to registered M2 Cobalt Shareholders, M2 Cobalt Warrantholders or M2 Cobalt Optionholders, as the case may be, at their addresses as shown on the applicable register of such holders maintained by M2 Cobalt and will be deemed to have been received on the first day which is a business day following the date of mailing.
- (b) The provisions of this Plan of Arrangement, the Arrangement Agreement and the Letter of Transmittal apply notwithstanding any accidental omission to give notice to any one or more M2 Cobalt Shareholders, M2 Cobalt Warrantholders or M2 Cobalt Optionholders and notwithstanding any interruption of mail services in Canada or elsewhere following mailing. In the event of any interruption of mail service following mailing, Jervois intends to make commercially reasonable efforts to disseminate any notice by other means, such as publication. Except as otherwise required or permitted by law if post offices in Canada are not open for the deposit of mail, any notice which Jervois or the Depositary may give

or cause to be given under the Arrangement will be deemed to have been properly given and to have been received by M2 Cobalt Shareholders, M2 Cobalt Warrantholders and M2 Cobalt Optionholders if (i) it is given to the TSXV for dissemination or (ii) it is published once in the national edition of The Globe and Mail and in the daily newspapers of general circulation in each of the French and English languages in the City of Montreal, provided that if the national edition of The Globe and Mail is not being generally circulated, publication thereof will be made in The National Post or any other daily newspaper of general circulation published in the City of Toronto.

Notwithstanding the provisions of the Arrangement Agreement, this Plan of Arrangement and the Letter of Transmittal, certificates, if any, for Jervois Shares issuable pursuant to the Arrangement need not be mailed if Jervois determines that delivery thereof by mail may be delayed. Persons entitled to cheques and certificates which are not mailed for the foregoing reason may take delivery thereof at the office of the transfer agent in respect of which the cheque and certificates being issued were deposited, upon application to the transfer agent, until such time as Jervois has determined that delivery by mail will no longer be delayed. Jervois will provide notice of any such determination not to mail made hereunder as soon as reasonably practicable after the making of such determination and in accordance with this 7 of this Plan of Arrangement. Notwithstanding the provisions of the Arrangement Agreement, this Plan of Arrangement and the Letter of Transmittal, the deposit of cheques and certificates with the transfer agent in such circumstances will constitute delivery to the persons entitled thereto and the Jervois Shares will be deemed to have been paid for immediately upon such deposit.

SCHEDULE C**MUTUAL CONDITIONS**

The respective obligations of M2 Cobalt and Jervois to complete the Arrangement shall be subject to the satisfaction, on or before the Outside Date, of the following conditions, each of which may be waived, in whole or in part, only by the written mutual consent of M2 Cobalt and Jervois:

- (a) M2 Cobalt Shareholder Approval shall have been obtained at the M2 Cobalt Special Meeting in accordance with the Interim Order;
- (b) the Interim Order and the Final Order shall each have been obtained on terms consistent with this Agreement, and shall not have been set aside or modified in a manner unacceptable to M2 Cobalt or Jervois, acting reasonably, on appeal or otherwise;
- (c) all waivers, consents, permits, orders and approvals of any Agency (including any Regulatory Approvals), and the expiry of any waiting periods (whether regulatory or contractual), the failure of which to obtain or receive, or the non-expiry of which, would or would reasonably be expected to be Materially Adverse to M2 Cobalt or Jervois and their respective Subsidiaries, in each case taken as a whole, shall have been obtained, or received or shall have expired, as the case may be, and such waivers, consents, permits, orders and approvals shall be on terms that are not Materially Adverse to M2 Cobalt or Jervois and their respective Subsidiaries, in each case taken as a whole;
- (d) the Jervois Shares, issuable (i) to the M2 Cobalt Shareholders pursuant to the Arrangement, (ii) pursuant to the terms and conditions of the Replacement Options, and (iii) pursuant to the terms and conditions of the M2 Cobalt Warrants, shall have been approved for listing on the ASX, subject to official notice of issuance, and subject to fulfilling listing requirements;
- (e) Jervois shall have obtained a formal decision from the ASX that (i) Exception 5 of Listing Rule 7.2 applies to the Transactions; and (ii) the Transactions are not of a nature that the ASX considers to require shareholder approval for the purposes of Listing Rule 11.1.
- (f) there shall not be enacted or made any applicable Law that makes consummation of the Arrangement illegal or otherwise prohibited or enjoins M2 Cobalt or Jervois from consummating the Arrangement and such applicable Law (if applicable) continues to be in effect through the Outside Date;
- (g) this Agreement shall not have been terminated in accordance with its terms;
- (h) the distribution of the Jervois Shares pursuant to the Arrangement (including those Jervois Shares distributable pursuant to the Replacement Options and the M2 Cobalt Warrants) shall be exempt from the prospectus requirements of applicable Law either by virtue of exemptive relief from the applicable securities regulatory authorities or by virtue of applicable exemptions under applicable Law and the first trade thereof shall not be subject to resale restrictions under applicable Law; and
- (i) M2 Cobalt will have complied with any requirements of MI 61-101 applicable to the Transactions.

SCHEDULE D

CONDITIONS IN FAVOUR OF M2 COBALT

The obligations of M2 Cobalt to complete the Transactions shall also be subject to the satisfaction, on or before the Outside Date, of the following conditions, each of which is for the exclusive benefit of M2 Cobalt and may be waived, in whole or in part, by M2 Cobalt in its sole discretion:

- (a) Jervois shall not have failed to perform any of its obligations to be performed by it under this Agreement on or prior to the Effective Time or, in the event of any failure, such failure is not Materially Adverse to Jervois and its Subsidiaries, taken as a whole, and M2 Cobalt shall have received a certificate of Jervois addressed to M2 Cobalt and dated the Effective Date, signed on behalf of Jervois by a senior officer of Jervois (on Jervois' behalf and without personal liability) confirming the same as at the Effective Date;
- (b) the representations and warranties of Jervois under this Agreement shall be true and correct in all respects except where the failure of such representations and warranties to be true and correct would not reasonably be expected to be Materially Adverse to Jervois and its Subsidiaries, taken as a whole, (provided that the representations and warranties of Jervois in paragraph (x) of Schedule G shall be true and correct in all respects) and M2 Cobalt shall have received a certificate of Jervois addressed to M2 Cobalt and dated the Effective Date, signed on behalf of Jervois by a senior officer of Jervois (on Jervois' behalf and without personal liability) confirming the same as at the Effective Date;
- (c) there shall not have occurred, since the date of this Agreement, any event, change, effect or development that individually or in the aggregate, has had a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole; and
- (d) prior to the Effective Time, Jervois shall have received conditional listing approval from the TSXV in respect of the listing of Jervois Shares (including those Jervois Shares distributable pursuant to the rights attached to the Replacement Options and the M2 Cobalt Warrants) on the TSXV commencing on the Effective Date with Jervois being listed as a Tier 1 issuer.

SCHEDULE E**CONDITIONS IN FAVOUR OF JERVOIS**

The obligations of Jervois to complete the Transactions shall also be subject to the satisfaction of the following conditions, each of which is for the exclusive benefit of Jervois and may be waived, in whole or in part, by Jervois in its sole discretion:

- (a) M2 Cobalt shall not have failed to perform any of the obligations to be performed by it under this Agreement on or prior to the Effective Date or, in the event of any failure, such failure is not Materially Adverse to M2 Cobalt, and Jervois shall have received a certificate of M2 Cobalt addressed to Jervois and dated the Effective Date, signed on behalf of M2 Cobalt by a senior officer of M2 Cobalt (on M2 Cobalt's behalf and without personal liability) confirming the same as at the Effective Date;
- (b) the representations and warranties of M2 Cobalt under this Agreement shall be true and correct in all respects except where the failure of such representations and warranties to be true and correct would not reasonably be expected to be Materially Adverse to M2 Cobalt, and Jervois shall have received a certificate of M2 Cobalt addressed to Jervois and dated the Effective Date, signed on behalf of M2 Cobalt by a senior officer of M2 Cobalt (on M2 Cobalt's behalf and without personal liability) confirming the same as at the Effective Date;
- (c) the Royalty Contracts, Consulting Agreements, and the Great Rift Agreement shall be amended to give effect to the amendments thereof specified in the M2 Cobalt Disclosure Statement;
- (d) the M2 Cobalt Option Plan shall have been amended to provide for the substitution of the Jervois Shares for M2 Cobalt Shares upon the exercise of the M2 Cobalt Options after the Effective Time, and otherwise as may be required to give effect to the amendments thereof specified in the M2 Cobalt Disclosure Statement;
- (e) there shall not have been delivered and not withdrawn notices of dissent with respect to the Arrangement in respect of more than 5% of the M2 Cobalt Shares;
- (f) the M2 Cobalt Supporting Shareholders (or any one of them) shall not have breached any of the representations, warranties, covenants or other agreements contained in any of the M2 Cobalt Voting Support Agreements;
- (g) as at the Effective Date, all right, title and interest in and to each of the mineral tenements set forth in the M2 Cobalt Disclosure Statement shall have been transferred to, and be registered in the name of, Eurasian Capital-SMC Limited; and
- (h) there shall not have occurred, since the date of this Agreement, any event, change, effect or development that individually or in the aggregate, has had a Materially Adverse effect on M2 Cobalt.

SCHEDULE F**REPRESENTATIONS AND WARRANTIES OF M2 COBALT**

M2 Cobalt represents and warrants to Jervois as follows (and acknowledges that Jervois is relying on such representations and warranties in entering into this Agreement and completing the Transactions):

- (a) Organization, Standing and Corporate Power. Each of M2 Cobalt and each of its Subsidiaries is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has the requisite power and authority to own its assets and conduct its business as currently owned and conducted. Each of M2 Cobalt and each of its Subsidiaries is duly qualified or licensed to conduct the business it conducts and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary. Each of M2 Cobalt and each of its Subsidiaries has made available for review by Jervois complete and correct copies of its constating documents, in each case as amended to the date of this Agreement. Each of M2 Cobalt and each of its Subsidiaries is not in violation of any provision of its constating documents.
- (b) M2 Cobalt Subsidiaries. Except for the ownership interests set forth in Schedule (b) of the M2 Cobalt Disclosure Statement, M2 Cobalt does not own, directly or indirectly, any capital stock or other ownership interest.
- (c) Capitalization. The authorized capital (the “**Authorized Capital**”) and issued capital of M2 Cobalt is as set out in the recitals to this Agreement. Except as set forth above, there are no shares of capital stock or other voting securities of M2 Cobalt issued, reserved for issuance or outstanding. Except as set forth in Schedule (c) of the M2 Cobalt Disclosure Statement, there are not any bonds, debentures, notes or other indebtedness of M2 Cobalt having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of M2 Cobalt must vote. Except as set forth above and except as set forth in Schedule (c) of the M2 Cobalt Disclosure Statement, as of the date of this Agreement, there are not any options, warrants, puts, calls, rights, commitments, agreements, arrangements or undertakings of any kind (collectively, “**Options**”) to which M2 Cobalt or any of its Subsidiaries is a party or by which any of them is bound relating to the issued or unissued shares of M2 Cobalt or any of its Subsidiaries, or obligating M2 Cobalt or any of its Subsidiaries to issue, transfer, grant, sell or pay for or repurchase any shares or other equity interests in, or securities convertible or exchangeable for any shares or other equity interests in, M2 Cobalt or any of its Subsidiaries or obligating M2 Cobalt or any of its Subsidiaries to issue, grant, extend or enter into any such Options. All shares of M2 Cobalt that are subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instrument pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable. The issuance and sale of all of the shares described in this Section (c) of Schedule F have been in compliance with all Laws. Schedule (c) of the M2 Cobalt Disclosure Statement sets forth the names of, and the number of shares of each class (including the number of shares issuable upon exercise of M2 Cobalt Options and the exercise price and vesting schedule with respect thereto) and the number of options held by, all holders of M2 Cobalt Options, together with the average exercise price for outstanding M2 Cobalt Options. The M2 Cobalt Option Plan is in compliance

with all Laws. M2 Cobalt has not agreed to register any securities under any securities Laws or granted registration rights to any person or entity. There are not any outstanding contractual obligations or other requirements of M2 Cobalt to repurchase, redeem or otherwise acquire any shares of capital stock of M2 Cobalt or any of its Subsidiaries, or provide funds to or make any investment (in the form of a loan, capital contribution or otherwise) in any other person. Without limiting the generality of the foregoing, there are no stock appreciation rights, phantom equity or similar rights, agreements, arrangements or commitments based upon the book value, income or any other attribute of M2 Cobalt.

- (d) No Shareholder Rights Plan. M2 Cobalt has not implemented a shareholder rights plan.
- (e) Shareholder and Similar Agreements. Except as set forth in Schedule (e) of the M2 Cobalt Disclosure Statement, M2 Cobalt is not party to any shareholder, pooling, voting or other similar agreement relating to the issued and outstanding shares in the capital of M2 Cobalt or any of its Subsidiaries.
- (f) Authority; Non-Contravention.
 - (i) M2 Cobalt has all requisite corporate power and corporate authority to enter into this Agreement and, subject to M2 Cobalt Shareholder Approval, to consummate the Transactions and to perform its obligations under this Agreement. The execution and delivery of this Agreement by M2 Cobalt and the consummation by M2 Cobalt of the Transactions have been duly authorized by all necessary corporate action on the part of M2 Cobalt, subject to the M2 Cobalt Shareholder Approval. No other corporate proceedings on the part of M2 Cobalt or any of its Subsidiaries are necessary to authorize this Agreement, the performance by M2 Cobalt of its obligations under this Agreement and, subject to the M2 Cobalt Shareholder Approval, the Transactions. This Agreement has been duly executed and delivered by M2 Cobalt and constitutes a valid and binding obligation of M2 Cobalt, enforceable by Jervois against M2 Cobalt in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered. The execution and delivery of this Agreement does not, and the consummation of the Transactions and compliance with the provisions of this Agreement will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of first refusal, consent, termination, buyback, purchase, cancellation or acceleration of any obligation or to loss of any property, rights or benefits under, or result in the imposition of any additional obligation under, or result in the creation of any Lien upon any of the properties or assets of M2 Cobalt or any of its Subsidiaries under, (i) the constating documents of M2 Cobalt or any of its Subsidiaries; (ii) any contract, royalty, instrument, permit, concession, franchise, license, loan or credit agreement, note, bond, mortgage, indenture, lease or other property agreement, partnership or joint venture agreement or other legally binding agreement, arrangement or understanding whether oral or written (a "**Contract**"), to which M2 Cobalt or any of its Subsidiaries is a party or by which its properties or assets is bound or affected, or (iii) subject to the governmental filings and other matters referred to

in the following sentence, any Law applicable to M2 Cobalt or any of its Subsidiaries or their respective properties or assets except for such conflicts, violations, defaults, terminations, cancellations, accelerations, impositions, creations of liens, rights of first refusal, or any consents which, if not given or received, would not individually or in the aggregate, reasonably be expected to be Materially Adverse to M2 Cobalt. No consent, approval, order or authorization of, or registration, declaration or filing with, any Agency, is required by or with respect to M2 Cobalt or any of its Subsidiaries in connection with the execution and delivery of this Agreement by M2 Cobalt or the consummation by M2 Cobalt of the Transactions, except for (i) the filing of the M2 Cobalt Circular with the applicable securities regulatory Agencies, (ii) any approvals required by the Interim Order and the Final Order, and (iii) such other consents, approvals, orders, authorizations, registrations, declarations and filings as are set forth in Schedule (f) of the M2 Cobalt Disclosure Statement.

- (ii) Except as set forth in Schedule (h) to the M2 Cobalt Disclosure Statement:
- (A) To the knowledge of M2 Cobalt, each of M2 Cobalt and its Subsidiaries is and has been in material compliance with all applicable Environmental Laws, except to the extent that a failure to be in such compliance would not be reasonably likely to be Materially Adverse to M2 Cobalt;
 - (B) The properties held by M2 Cobalt or any of its Subsidiaries have not been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance in all material respects with all Environmental Laws. To the knowledge of M2 Cobalt, none of M2 Cobalt, its Subsidiaries or any other person in control of any properties held by M2 Cobalt or any of its Subsidiaries has caused or permitted the Release of any Hazardous Substances at, in, on, under or from any properties held by M2 Cobalt or any of its Subsidiaries, except in compliance with all Environmental Laws, except to the extent that a failure to be in such compliance would not be reasonably likely to have a Materially Adverse effect on M2 Cobalt. All Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the properties held by M2 Cobalt or any of its Subsidiaries have been handled, recycled, disposed of, treated and stored in material compliance with all Environmental Laws except to the extent that a failure to be in such compliance would not be reasonably likely to have a Materially Adverse effect on M2 Cobalt. To the knowledge of M2 Cobalt, there are no Hazardous Substances at, in, on, under or migrating from properties held by M2 Cobalt or any of its Subsidiaries, except in material compliance with all Environmental Laws.
 - (C) To the knowledge of M2 Cobalt, none of M2 Cobalt, its Subsidiaries or any other person for whose actions M2 Cobalt or a M2 Cobalt Subsidiaries may be partially or wholly liable, has treated or disposed, or arranged for the treatment or disposal, of any Hazardous Substances at any location: (i) listed on any list of hazardous sites or sites requiring

Remedial Action issued by any Governmental Entity; (ii) proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action, or any similar federal, state or provincial lists; or (iii) the subject of enforcement actions by any Governmental Entity that creates the reasonable potential for any proceeding, action or other claim against M2 Cobalt or any of its Subsidiaries. No site or facility now or, to the knowledge of M2 Cobalt, previously owned, operated or leased by M2 Cobalt or any of its Subsidiaries is listed or, to the knowledge of M2 Cobalt, proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action or is the subject of Remedial Action.

- (D) To the knowledge of M2 Cobalt, none of M2 Cobalt, its Subsidiaries or any other person for whose actions M2 Cobalt or a M2 Cobalt Subsidiary may be partially or wholly liable has caused or permitted the Release of any Hazardous Substances on or to any of the properties owned, leased or operated by M2 Cobalt or any of its Subsidiaries in such a manner as: (i) would be reasonably likely to impose Liability for cleanup, natural resource damages, loss of life, personal injury, nuisance or damage to other property, except to the extent that such Liability would not have a Materially Adverse effect on M2 Cobalt; or (ii) would be reasonably likely to result in imposition of a lien, charge or other encumbrance or the expropriation of any of the properties owned, leased or operated by M2 Cobalt or any of its Subsidiaries.
- (E) To the knowledge of M2 Cobalt, none of the properties of M2 Cobalt or any of its Subsidiaries has or is required to have any deed notices or restrictions, institutional controls, covenants that run with the land or other restrictive covenants or notices arising under any Environmental Laws.
- (F) To the knowledge of M2 Cobalt, neither M2 Cobalt nor any of its Subsidiaries has received any notice, formal or informal, of any proceeding, action or other claim, Liability or potential Liability arising under any Environmental Laws, from any person related to any of the properties owned, leased or operated by M2 Cobalt or any of its Subsidiaries that is pending as of the date hereof.
- (iii) Except as set forth in Schedule (d) of the M2 Cobalt Disclosure Statement, (i) M2 Cobalt and each of its Subsidiaries has good and valid recorded interest in its mineral exploration claims (other than property as to which M2 Cobalt or any of its Subsidiaries is a lessee, in which case it has a valid leasehold interest) (the "**Properties**") and all such Properties are in good standing with the relevant Agency, except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Materially Adverse effect on M2 Cobalt, (ii) all such Properties are validly held by M2 Cobalt or its Subsidiaries, and M2 Cobalt and each of its Subsidiaries has complied in all respects with all terms and conditions thereof, (iii) none of such Properties will be subject to suspension, modification, revocation or non-renewal as a result of the execution and delivery

of this Agreement or the consummation of the Transactions, (iv) since December 31, 2016, neither M2 Cobalt nor any of its Subsidiaries has received any written notice, notice of violation or probable violation, notice of revocation, or other written communication from or on behalf of any Agency, alleging (A) any violation of such Property, or (B) that M2 Cobalt or any of its Subsidiaries requires any Property required for its business as such business is currently conducted, that is not currently held by it, and (v) all real and tangible personal property of each of M2 Cobalt and a Subsidiary is in generally good repair and is operational and usable in the manner in which it is currently being utilized, subject to normal wear and tear and technical obsolescence, repair or replacement.

(iv) M2 Cobalt and each of its Subsidiaries possesses all certificates, franchises, licenses, permits, grants, easements, covenants, certificates, orders, authorizations and approvals issued to or granted by Agencies or other third parties (collectively, "Permits") that are material and necessary to conduct its business as such business is currently conducted or is expected to be conducted following completion of the Transaction, except where the failure to possess such Permits would not be Materially Adverse to M2 Cobalt. Each of M2 Cobalt and its Subsidiaries has complied in all material respects with all terms and conditions thereof. None of such Permits will be subject to suspension, modification, revocation or non-renewal as a result of the execution and delivery of this Agreement or the consummation of the Transactions. Since December 31, 2016, neither M2 Cobalt nor any of its Subsidiaries has received any written notice, notice of violation or probable violation, notice of revocation, or other written communication from or on behalf of any Agency, alleging (A) any violation of such Permit, or (B) that M2 Cobalt or any of its Subsidiaries requires any Permit required for its business as such business is currently conducted, that is not currently held by it.

(g) Publicly Filed Documents; Undisclosed Liabilities. M2 Cobalt has filed, or has had filed or disclosed on its behalf, all required reports, schedules, forms, statements and other documents (including documents incorporated by reference) with the applicable security regulatory Agencies since December 31, 2016 (the "**M2 Cobalt Public Disclosure Documents**") except where the failure to make such a filing would not be Materially Adverse. As of its date, each M2 Cobalt Public Disclosure Document complied in all material respects with the requirements of all applicable securities Law. None of the M2 Cobalt Public Disclosure Documents, as of their respective dates, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except to the extent that such statements have been modified or superseded by a later-filed M2 Cobalt Public Disclosure Document. The consolidated financial statements of M2 Cobalt included in the M2 Cobalt Public Disclosure Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of the applicable securities regulatory Agencies with respect thereto, have been prepared in accordance with IFRS, during the periods involved (except as may be indicated in such financial statements and the notes thereto or, in the case of audited statements in the related report of M2 Cobalt's independent auditors; or in the case of unaudited interim statements and subject to normal period end adjustments and may omit notes which are

not required by applicable Laws in the unaudited statements) and fairly present the consolidated financial position of M2 Cobalt as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). Except (i) as and to the extent disclosed, reflected or reserved against on the balance sheet or the notes thereto of M2 Cobalt included in the Filed M2 Cobalt Public Disclosure Documents, as incurred after the date thereof in the ordinary course of business consistent with past practice and prohibited by this Agreement or (ii) as set forth in Schedule (g) of the M2 Cobalt Disclosure Statement, M2 Cobalt does not have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, that, individually or in the aggregate, have had or would reasonably be expected to have a Materially Adverse effect on M2 Cobalt and its Subsidiaries, taken as a whole.

- (h) Information Supplied. None of the information supplied or to be supplied by M2 Cobalt for inclusion or incorporation by reference in the M2 Cobalt Circular or any other filings relating to the Transactions will, at the date the M2 Cobalt Circular is first mailed to M2 Cobalt Shareholders, or at the time of the M2 Cobalt Special Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of circumstances under which they are made, not misleading. The M2 Cobalt Circular will comply as to form in all material respects with the requirements of applicable securities Law, except that no representation or warranty is made by M2 Cobalt with respect to statements made or incorporated by reference therein based on information supplied by Jervois for inclusion or incorporation by reference in the M2 Cobalt Circular.
- (i) Absence of Certain Changes or Events. Except as disclosed in the M2 Cobalt Public Disclosure Documents or Schedule (i) of the M2 Cobalt Disclosure Statement (the “**Filed M2 Cobalt Public Disclosure Documents**”), since December 31, 2016, M2 Cobalt has conducted, and caused its each of its Subsidiaries to conduct, its business only in the ordinary course and:
 - (i) there has not been any event, change, effect or development (including any decision to implement such a change made by the board of directors of M2 Cobalt or any of its Subsidiaries in respect of which senior management believes that confirmation of the board of directors is probable), which, individually or in the aggregate, has had, or would reasonably be expected to have, a Materially Adverse effect on M2 Cobalt and its Subsidiaries, taken as a whole;
 - (ii) there has not been any declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property) with respect to any M2 Cobalt Shares;
 - (iii) there has not been any split, combination or reclassification of any Authorized Capital of M2 Cobalt or any issuance or the authorization of any issuance of any other securities in exchange or in substitution for shares of Authorized Capital of M2 Cobalt;

- (iv) there has not been, except as disclosed in Schedule (i) of the M2 Cobalt Disclosure Statement, (A) any granting by M2 Cobalt or any of its Subsidiaries to any officer of M2 Cobalt or its Subsidiaries of any increase in or acceleration of compensation, (B) any granting by M2 Cobalt or any of its Subsidiaries to any such officer of any increase in severance or termination pay, or (C) any entry by M2 Cobalt or any of its Subsidiaries into any employment, severance or termination agreement with any such officer;
 - (v) there has not been any change in accounting methods, principles or practices by M2 Cobalt or any of its Subsidiaries materially affecting its assets, liabilities or business, except insofar as may have been required by a change in IFRS; and
 - (vi) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) that is Materially Adverse to M2 Cobalt and its Subsidiaries, taken as a whole, has been incurred other than in the ordinary course of business consistent with past practice, except as set forth in Schedule (i) of the M2 Cobalt Disclosure Statement.
- (j) Compliance. Except for any conflicts, defaults or violations that would not, individually or in the aggregate (taking into account the impact of any cross defaults), reasonably be expected to result in a Materially Adverse effect on M2 Cobalt and its Subsidiaries, taken as a whole, each of M2 Cobalt and its Subsidiaries has complied with, and is not in conflict with, or in default (including cross defaults) under or in violation of:
- (i) its articles or other organizational documents or by-laws;
 - (ii) any Law or material Permit applicable to it, its business or operations or by which any of its properties or assets is bound or affected; or
 - (iii) any agreement, arrangement or understanding to which it, its business or operations or by which any of its properties or assets is bound or affected.
- (k) Restrictions on Business Activities. There is no agreement, judgment, injunction, order or decree binding upon M2 Cobalt or any of its Subsidiaries that has, or would reasonably be expected to have, the effect of prohibiting, restricting or impairing any business practice of M2 Cobalt or any of its Subsidiaries, any acquisition of property by M2 Cobalt or any of its Subsidiaries or the conduct of business by or any of them as currently conducted (including following the Arrangement) other than such agreements, judgments, injunctions, orders or decrees which are not, individually or in the aggregate, Materially Adverse to M2 Cobalt and its Subsidiaries, taken as a whole.
- (l) Contracts.
- (i) Unless otherwise disclosed in Schedule (l)(i) of the M2 Cobalt Disclosure Statement, Schedule (l)(i) of the M2 Cobalt Disclosure Statement lists all material Contracts to which M2 Cobalt and its Subsidiaries are party including those Contracts which fall within any of the following categories: (a) Contracts not entered into in the ordinary course of business of M2 Cobalt and its Subsidiaries; (b) royalty, joint venture, partnership and similar agreements; (c) Contracts

containing covenants purporting to limit the freedom of M2 Cobalt and its Subsidiaries to compete in any line of business in any geographic area, to hire any individual or group of individuals or to acquire any business, entity or the assets thereof; (d) Contracts which after the Effective Time of the Transactions would have the effect of limiting the freedom of Jervois or its Subsidiaries (other than M2 Cobalt or its Subsidiaries) to compete in any line of business in any geographic area, to hire any individual or group of individuals or to acquire any business, entity or the assets thereof; (e) Contracts which contain minimum purchase conditions or requirements or other terms that restrict or limit the purchasing relationships of M2 Cobalt and its Subsidiaries other than in the ordinary course of business; (f) Contracts involving annual revenues or expenditures to the business of M2 Cobalt and its Subsidiaries in excess of \$50,000; (g) Contracts containing any rights on the part of any party, including joint venture partners or other entities, to acquire royalty, mining or other property rights from M2 Cobalt and its Subsidiaries; and (i) Contracts that require M2 Cobalt or its Subsidiaries to provide indemnification to any other person.

- (ii) All such Contracts disclosed in Schedule (I)(i) of the M2 Cobalt Disclosure Statement are valid and binding obligations of M2 Cobalt or any of its Subsidiaries and, to the knowledge of M2 Cobalt, the valid and binding obligation of each other party thereto and are enforceable by M2 Cobalt or its applicable Subsidiary in accordance with their respective terms, and M2 Cobalt or its applicable Subsidiary is entitled to all rights and benefits ascribed to such person thereunder, except for such Contracts which if not so valid and binding would not, individually or in the aggregate, have a Materially Adverse effect on M2 Cobalt and its Subsidiaries, taken as a whole.
- (iii) Neither M2 Cobalt nor, to the knowledge of M2 Cobalt, any other party thereto is in violation of or in default in respect of, nor has there occurred an event or condition which with the passage of time or giving of notice (or both) would constitute a default under or entitle any party to terminate, accelerate, modify or call a default under, or trigger any pre-emptive rights or rights of first refusal under, any such Contract disclosed in Schedule (I)(i) of the M2 Cobalt Disclosure Statement except such violations or defaults under such Contracts, which, individually or in the aggregate, would not have a Materially Adverse effect on M2 Cobalt and its Subsidiaries, taken as a whole.
- (iv) All of the Contracts set out in Schedule (I)(iv) of the M2 Cobalt Disclosure Statement have been terminated on or prior to the date of this Agreement and are of no force or effect, and the termination of these Contracts did not, or will not, cause a Material Adverse effect. M2 Cobalt delivered termination notices in accordance with such contracts prior to entering into this Agreement. As and from of the date of this Agreement, M2 Cobalt has no obligation to any party under these Contracts. M2 Cobalt has not incurred any fee, expense, penalty or similar payment as a result of such termination nor has such termination had a Materially Adverse effect on M2 Cobalt.

- (m) Tax Matters.
- (i) M2 Cobalt and each of its Subsidiaries has timely filed, or caused to be timely filed with the appropriate Agency, all Tax Returns required to be filed by it, and have timely paid, or caused to be timely paid, all material amounts of Taxes due and payable by them, including all instalments on account of any Taxes, except for any such failure to file or failure to pay which would not individually or in the aggregate, have a Materially Adverse effect on M2 Cobalt. All such Tax Returns are true, correct and complete in all material respects and have been completed in accordance with applicable Laws. To the best of M2 Cobalt's knowledge, no such Tax Return contains any misstatement or omits any statement that should have been included therein. No Tax Return has been amended.
 - (ii) Reserves and provisions for Taxes accrued but not yet due on or before the Effective Date as reflected in M2 Cobalt's financial statements contained in the Filed M2 Cobalt Public Disclosure Documents are adequate as of the date of such financial statements, in accordance with IFRS. No material deficiencies for Taxes have been proposed, asserted or assessed against M2 Cobalt that would reasonably be expected to be Materially Adverse to M2 Cobalt.
 - (iii) Neither M2 Cobalt nor any of its Subsidiaries has received any written notification that any issues involving a material amount of Taxes have been raised (and are currently pending) by the CRA, or any other taxing authority, including, without limitation, any sales tax authority, in connection with any of the Tax Returns filed or required to be filed, which would, individually or in the aggregate, be Materially Adverse to M2 Cobalt.
 - (iv) No unresolved assessments, reassessments, audits, claims, actions, suits, proceedings, or investigations exist or have been initiated with regard to any Taxes or Tax Returns of M2 Cobalt or its Subsidiaries. To the knowledge of M2 Cobalt, no assessment, reassessment, audit or investigation by any Agency is underway, threatened or imminent with respect to Taxes for which M2 Cobalt or any of its Subsidiaries may be liable, in whole or in part.
 - (v) No election, consent for extension, nor any waiver that extends any applicable statute of limitations relating to the determination of a Tax liability of M2 Cobalt or any of its Subsidiaries has been filed or entered into and is still effective.
 - (vi) M2 Cobalt and each of its Subsidiaries have duly and timely collected all amounts on account of any goods, services, sales, value added, transfer or other Taxes required to have been collected by it and have duly set aside in trust or timely remitted to the appropriate Agency any and all such amounts required to be remitted by it except when the failure to do so would not individually, or in the aggregate, be Materially Adverse.
 - (vii) M2 Cobalt has made available to Jervois or its legal counsel or accountants true and complete copies of all Tax Returns for (and non-privileged studies and opinions related thereto) M2 Cobalt and its Subsidiaries for each of its last three taxable years.

- (viii) M2 Cobalt and each of its Subsidiaries is, and at all times has filed its Tax Returns on the basis that it is, resident for Tax purposes in its country of incorporation or formation and has not at any time been treated by any Agency as resident in any other country for any Tax purpose (including any treaty, convention or arrangement for the avoidance of double taxation). None of M2 Cobalt or any of its Subsidiaries have filed any Tax Return on the basis that it is subject to Tax (other than withholding Tax) in any jurisdiction other than its country of incorporation or formation (and political subdivisions thereof) or received written notification from any Agency that it may be required to file on such basis.
- (ix) M2 Cobalt and each of its Subsidiaries has properly withheld and remitted all amounts required to be withheld and/or remitted (including income Tax, non-resident withholding tax, Canada Pension Plan contributions, Employment Insurance, Worker's Compensation premiums, Québec pension plan and Québec parental insurance plan premiums) and have paid such amounts due to the appropriate authority on a timely basis and in the form required under the appropriate legislation except when the failure to do so would not individually, or in the aggregate, be Materially Adverse.
- (x) There are no Tax liens on any assets of M2 Cobalt or any of its Subsidiaries except for Taxes not yet currently due and those which would not reasonably be expected to be Materially Adverse to M2 Cobalt.
- (xi) "**Tax**" and "**Taxes**" means, with respect to any person, all income taxes (including any tax on or based upon net income, gross income, income as specially defined, earnings profits or selected items of income, earnings or profits) and all capital taxes, gross receipts taxes, environmental taxes, sales taxes, use taxes, ad valorem taxes, value added taxes, transfer taxes, franchise taxes, license taxes, withholding taxes or other withholding obligations, payroll taxes, employment taxes, Canada or Québec Pension Plan premiums, excise, severance, social security premiums, workers' compensation premiums, unemployment insurance or compensation premiums, stamp taxes, occupation taxes, premium taxes, property taxes, windfall profits taxes, alternative or add-on minimum taxes, goods and services tax, customs duties or other taxes of any kind whatsoever, and any interest and any penalties or additional amounts imposed by any taxing authority (domestic or foreign) on such person or for which such person is responsible, and any interest, penalties, additional taxes, additions to tax or other amounts imposed with respect to the foregoing, and includes any items described above attributable to another person in respect of which the first person is liable to pay by Law, Contract or otherwise, whether or not disputed. "**Tax Returns**" means returns, reports and forms (including schedules thereto) required to be filed with any Agency of Canada or any provincial, state or local Agency therein or any other jurisdiction responsible for the imposition or collection of Taxes.
- (xii) For purposes of this Section (I), the term "**material amount of Taxes**" shall mean an amount of Taxes that is material to M2 Cobalt and its Subsidiaries, taken as a whole.

- (n) Intellectual Property. M2 Cobalt and each of its Subsidiaries owns all right, title and interest in, or possesses the lawful right to use or has a currently pending application for all patents, patent applications, registered and common law trademarks (including applications therefor), service marks, trade names, copyright applications, copyrights, trade secrets, know-how, computer software, production technology, proprietary technology and other intellectual property and proprietary rights used in or necessary to conduct its business. Additionally:
- (i) M2 Cobalt is not aware of any infringement of any such intellectual property by any third party; and
 - (ii) the conduct of the business of M2 Cobalt and its Subsidiaries has not, and will not, cause M2 Cobalt or any of its Subsidiaries to infringe or violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, proprietary rights, computer software rights or licences or other intellectual property of any other person and each of M2 Cobalt and its Subsidiaries has not received any written or oral claim or notice of infringement or potential infringement of the intellectual property of any other person arising out of the conduct of M2 Cobalt or any of its Subsidiaries and, in particular each of M2 Cobalt and its Subsidiaries has complied with any licence respecting intellectual property held by M2 Cobalt or any of its Subsidiaries.
- (o) Non-Arm's Length Transactions. Other than as set out in Schedule (n) of the M2 Cobalt Disclosure Statement, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by M2 Cobalt or any of its Subsidiaries) between M2 Cobalt or any of its Subsidiaries on the one hand, and any: (i) officer or director of M2 Cobalt or any of its Subsidiaries, (ii) any holder of record or, to the knowledge of M2 Cobalt, beneficial owner of five percent or more of the voting securities of M2 Cobalt, or (iii) any affiliate or associate of any officer, director or beneficial owner, on the other hand.
- (p) Employment Matters.
- (i) Except as to matters otherwise specifically disclosed in Schedule (p) of the M2 Cobalt Disclosure Statement, neither M2 Cobalt nor any of its Subsidiaries is a party to any agreement, obligation or understanding providing for severance or termination payments to, or any employment agreement with, any director, consultant, employee or officer, other than any common law obligations of reasonable notice of termination or pay in lieu thereof and any statutory obligations.
 - (ii) Except as to matters otherwise specifically disclosed in Schedule (p) of the M2 Cobalt Disclosure Statement, neither M2 Cobalt nor its Subsidiaries have had and do not have labour contracts, collective bargaining agreements or employment or consulting agreements with any persons employed by M2 Cobalt or any of its Subsidiaries or any persons otherwise performing services primarily for M2 Cobalt or any of its Subsidiaries (the "**Business Personnel**"). Each of M2 Cobalt and its Subsidiaries has not engaged in any unfair labour practice with respect to the Business Personnel since December 31, 2016 and there is no

unfair labour practice complaint pending or, to the knowledge of M2 Cobalt, threatened, against M2 Cobalt or any of its Subsidiaries with respect to the Business Personnel. There is no labour strike, dispute, slowdown or stoppage pending or, to the knowledge of M2 Cobalt, threatened against M2 Cobalt or any of its Subsidiaries, and neither M2 Cobalt nor any of its Subsidiaries have experienced any labour strike, dispute, slowdown or stoppage or other labour difficulty involving the Business Personnel since December 31, 2016.

- (iii) Neither M2 Cobalt nor any of its Subsidiaries is subject to any litigation, actual or, to the knowledge of M2 Cobalt, threatened, relating to employment or termination of employment of employees or independent contractors, other than those claims or litigation as would, individually or in the aggregate, not be Materially Adverse to M2 Cobalt or its Subsidiaries, taken as a whole.
 - (iv) M2 Cobalt and each of its Subsidiaries has operated in material compliance with all applicable Laws with respect to employment and labour, including employment and labour standards, occupational health and safety, employment equity, pay equity, workers' compensation, human rights and labour relations and there are no current, pending or, to the knowledge of M2 Cobalt, threatened proceedings before any Agency with respect to any of the above.
- (q) Pension and Employee Benefits.
- (i) Schedule (q) of the M2 Cobalt Disclosure Statement includes a complete list of all employee benefit, health, welfare, supplemental unemployment benefit, bonus, pension, profit sharing, deferred compensation, stock option, stock compensation, stock purchase, retirement, hospitalization insurance, medical, dental, legal, disability and similar plans or arrangements or practices, whether written or oral, which are maintained by M2 Cobalt or any of its Subsidiaries, including all Employee Benefit Plans and Employment Agreements (collectively, the "**M2 Cobalt Plans**").
 - (ii) To M2 Cobalt's knowledge, no step has been taken, no event has occurred and no condition or circumstance exists that has resulted, or would reasonably be expected to result, in any M2 Cobalt Plan being ordered or required to be terminated or wound up in whole or in part or having its registration under applicable Laws refused or revoked, or being placed under the administration of any trustee or receiver or Agency or being required to pay any material Taxes, penalties or levies under applicable Laws. To M2 Cobalt's knowledge, there are no actions, suits, claims (other than routine claims for payment of benefits in the ordinary course), trials, demands, investigations, arbitrations or other proceedings which are pending or threatened in respect of any of the M2 Cobalt Plans or their assets which, individually or in the aggregate, are Materially Adverse to M2 Cobalt.
 - (iii) All of the M2 Cobalt Plans are in compliance in all material respects with all applicable Laws and their terms.

- (iv) Without limiting the generality of the foregoing with respect to each M2 Cobalt Plan:
 - (A) M2 Cobalt has delivered or made available to Jervois a true, correct and complete copy of: (i) each writing constituting a part of such Plan, including all plan documents, employee communications, benefit schedules, trust agreements, and insurance contracts and other funding vehicles; (ii) the current summary plan description and any material modifications thereto, if any; (iii) the most recent annual financial report, if any; (iv) the most recent actuarial report, if applicable. M2 Cobalt has delivered or made available to Jervois a true, complete and correct copy of each Employment Agreement. Except as specifically provided in the foregoing documents delivered or made available to Jervois, there are no amendments to any Plan or Employment Agreement that have been adopted or approved nor has M2 Cobalt or any of its Subsidiaries undertaken to make any such amendments or to adopt or approve any new Plan or Employment Agreement.
 - (B) All Employee Benefit Plans subject to the Laws of any jurisdiction (i) have been maintained in accordance with all applicable requirements, (ii) if they are intended to qualify for special Tax treatment, meet all requirements for such treatment, and (iii) if they are intended to be funded and/or book-reserved, are fully funded and/or book-reserved on a projected obligation basis, as appropriate, based upon reasonable actuarial assumptions.
 - (C) On or before the date hereof, M2 Cobalt has caused each grantor trust providing for funding of amounts payable pursuant to any Plans and/or Employment Agreements to be amended to ensure that no amounts are required to be contributed thereto as a result of the execution and delivery of this Agreement, the announcement hereof, and/or the announcement or consummation of the Transactions.
- (r) Books and Records. The financial books, records and accounts of M2 Cobalt and its Subsidiaries in all material respects, (i) have been maintained in accordance with IFRS on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of M2 Cobalt and its Subsidiaries and (iii) accurately and fairly reflect the basis for M2 Cobalt consolidated financial statements. The corporate minute books of M2 Cobalt and its Subsidiaries contain minutes of all meetings and resolutions of the directors and shareholders held, and full access to non-confidential information has been provided to Jervois.
- (s) Insurance. M2 Cobalt has made available to Jervois true, correct and complete copies of all material policies of insurance to which M2 Cobalt or any of its Subsidiaries is a party or is a beneficiary or named insured. M2 Cobalt and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as are in accordance with normal industry practice for companies engaged in businesses similar to that of M2 Cobalt and its Subsidiaries.

- (t) Litigation. Except as specifically disclosed in Schedule (t) of the M2 Cobalt Disclosure Statement, there is no suit, action or proceeding pending or, to the knowledge of M2 Cobalt, threatened against M2 Cobalt or any of its Subsidiaries that, individually or in the aggregate, if adversely determined, would reasonably be expected to have a Materially Adverse effect on M2 Cobalt and its Subsidiaries, taken as a whole, and there is not any judgment, decree, injunction, rule or order of any Agency or arbitrator outstanding against M2 Cobalt or any of its Subsidiaries having, or which would reasonably be expected to have, any Materially Adverse effect on M2 Cobalt and its Subsidiaries, taken as a whole. As of the date of this Agreement, except as specifically disclosed in Schedule (t) of the M2 Cobalt Disclosure Statement, there is no suit, action, proceeding pending or, to the knowledge of M2 Cobalt, threatened against M2 Cobalt or any of its Subsidiaries that, individually or in the aggregate, if adversely determined, would reasonably be expected to prevent or delay in any material respect the consummation of the Transactions.
- (u) Determination by the Board and Voting Requirements. The board of directors of M2 Cobalt (after receiving financial advice including the Fairness Opinion, legal advice and after considering other factors), by the unanimous vote of its directors, has determined and resolved:
- (i) that the entering into of this Agreement, the performance by M2 Cobalt of its obligations hereunder and the Transactions are in the best interests of M2 Cobalt and its Shareholders;
 - (ii) the Arrangement is fair to M2 Cobalt Shareholders;
 - (iii) to approve the Transactions and this Agreement; and
 - (iv) to recommend that M2 Cobalt Shareholders approve the Arrangement.
- Subject to the terms of the Interim Order, the approvals set out in the definition of M2 Cobalt Shareholder Approval are the only votes of the holders of securities of M2 Cobalt necessary to approve this Agreement and the Transactions.
- (v) Brokers; Schedule of Fees and Expenses. Except as described in Schedule (v) of the M2 Cobalt Disclosure Statement, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of M2 Cobalt. M2 Cobalt has made available to Jervois true and complete copies of all agreements that are referred to in Schedule (v) of the M2 Cobalt Disclosure Statement and all indemnification and other agreements related to the engagement of the persons so listed. M2 Cobalt has no obligation or liability to any broker, investment banker, financial advisor, finder, or other person for any broker's, finder's, financial advisor's or other similar fee or commission related to equity or debt financings or the business of M2 Cobalt and its Subsidiaries prior to the date of this Agreement, including, without limitation, a finders' fee payable to Shu Xian Zhang.
- (w) Opinion of Financial Advisor. M2 Cobalt has received the opinion of the Financial Advisor dated the date of this Agreement to the effect that, as of such date, the consideration to be received pursuant to the Transactions by M2 Cobalt Shareholders is

fair to the M2 Cobalt Shareholders from a financial point of view, a copy of which opinion will be promptly delivered to Jervois.

- (x) Dispositions of Company Property. Except as disclosed in Schedule (x) of the M2 Cobalt Disclosure Statement, since December 31, 2016 neither M2 Cobalt nor any of its Subsidiaries has sold or disposed of or ceased to hold or own any personal property, real property, any interest or rights with respect to real property (including exploration or production rights), any royalty interest or interest in a joint venture or other assets or properties of M2 Cobalt or any of its Subsidiaries ("**M2 Cobalt Property**"), other than any interest or rights with respect to real property having an individual fair market value of less than \$50,000 in the aggregate, in each case in the ordinary course of business, consistent with past practice. Except as disclosed in Schedule (x) of the M2 Cobalt Disclosure Statement, no M2 Cobalt Property, the fair market value of which on the date of this Agreement is greater than \$50,000 in the aggregate, is subject to any pending sale or disposition transaction.
- (y) Absence of Cease Trade Orders. As at the date of this Agreement, no order ceasing or suspending trading in M2 Cobalt Shares (or any of them) or any other securities of M2 Cobalt is outstanding and no proceedings for this purpose have been instituted or, to the knowledge of M2 Cobalt, are pending, contemplated or threatened.
- (z) Reporting Issuer Status. M2 Cobalt is a reporting issuer in the provinces of British Columbia, Alberta, and Ontario.
- (aa) Disclosure Controls. M2 Cobalt has designed such disclosure controls and procedures, or caused them to be designed under the supervision of its Chief Executive Officer and Chief Financial Officer, to provide reasonable assurance that material information relating to M2 Cobalt is made known to the Chief Executive Officer and Chief Financial Officer by others within M2 Cobalt, particularly during the period in which the annual or interim filings are being prepared.
- (bb) Internal Controls. M2 Cobalt has designed such internal controls over financial reporting, or caused them to be designed under the supervision of the Chief Executive Officer and Chief Financial Officer of M2 Cobalt, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. To the knowledge of M2 Cobalt, prior to the date of this Agreement: (i) there are no significant deficiencies in the design or operation of, or material weaknesses in, the internal controls over financial reporting of M2 Cobalt or any of its Subsidiaries that are reasonably likely to adversely affect M2 Cobalt's ability to record, process, summarize and report financial information, and (ii) there is and has been no fraud, whether or not material, involving management or any other employees who have a significant role in the internal control over financial reporting of M2 Cobalt or any of its Subsidiaries. Since December 31, 2016, neither M2 Cobalt nor any of its Subsidiaries have received any (x) complaints from any source regarding accounting, internal accounting controls or auditing matters or (y) expressions of concern from employees of M2 Cobalt or its Subsidiaries regarding questionable accounting or auditing matters.

- (cc) Investment Canada Act. The book value of the assets of M2 Cobalt calculated in accordance with the *Investment Canada Act* (Canada) and the regulations thereunder is less than \$344 million and neither M2 Cobalt nor entities controlled by M2 Cobalt constitute Canadian businesses that carry on cultural activities within the meaning of the *Investment Canada Act*.
- (dd) Listing. The M2 Cobalt Shares are listed and posted for trading on the TSXV.
- (ee) Foreign Private Issuer. M2 Cobalt is a “foreign private issuer” as defined in rule 405 of Regulation C under the U.S. Securities Act.
- (ff) Investment Company. M2 Cobalt is not registered or required to be registered as an “investment company” within the meaning of the United States Investment Company Act of 1940, as amended.

SCHEDULE G**REPRESENTATIONS AND WARRANTIES OF JERVOIS**

Jervois represents and warrants to M2 Cobalt as follows (and acknowledge that M2 Cobalt is relying on such representations and warranties in entering this Agreement and completing the Transactions):

- (a) **Organization, Standing and Corporate Power.** Each of Jervois and each of its Subsidiaries is a corporation, partnership or other legal entity duly organized, validly existing and in good standing under the laws of the jurisdiction in which it is organized and has the requisite power and authority to own its assets and conduct its business as currently owned and conducted. Each of Jervois and each of its Subsidiaries is duly qualified or licensed to conduct the business it conducts and is in good standing in each jurisdiction in which the nature of its business or the ownership or leasing of its properties makes such qualification or licensing necessary. Jervois is not in violation of any provision of its constitution, and no Subsidiary of Jervois is in violation of any provisions of its constitution, certificate of incorporation, by-laws or comparable organizational documents.
- (b) **Jervois Subsidiaries.** Except for the ownership interests set forth in Schedule (b) of the Jervois Disclosure Statement, Jervois does not own, directly or indirectly, any capital stock or other ownership interest. All the outstanding shares of each Subsidiary of Jervois have been validly issued and are fully paid and non-assessable.
- (c) **Capitalization.** As at the date of this Agreement, the issued capital of Jervois consists of an unlimited number of Ordinary Shares, of which 223,262,994 are issued and outstanding. Other than as disclosed in Schedule (c) of the Jervois Disclosure Statement, as at the date of this Agreement, there are no bonds, debentures, notes or other indebtedness of Jervois having the right to vote (or convertible into, or exchangeable for, securities having the right to vote) on any matters on which shareholders of Jervois must vote. Except as set forth in Schedule (c) of the Jervois Disclosure Statement, as at the date of this Agreement, there are no Options to which Jervois or any of its Subsidiaries is a party or by which any of them is bound relating to the issued or unissued shares of Jervois or any of its Subsidiaries, or obligating Jervois or any of its Subsidiaries to issue, transfer, grant, sell or pay for or repurchase any shares or other equity interests in, or securities convertible or exchangeable for any capital stock or other equity interests in, Jervois or any of its Subsidiaries or obligating Jervois or any of its Subsidiaries to issue, grant, extend or enter into any such options. All shares of Jervois that are subject to issuance as aforesaid, upon issuance on the terms and conditions specified in the instrument pursuant to which they are issuable, will be duly authorized, validly issued, fully paid and non-assessable.
- (d) **Shareholder and Similar Agreements.** Jervois is not party to any shareholder, pooling, voting or other similar agreement relating to the issued and outstanding shares in the capital of Jervois or any of its Subsidiaries.

(e) Authority; Non-Contravention.

- (i) Jervois has all requisite corporate power and corporate authority to enter into this Agreement and to consummate the Transactions and to perform its obligations under this Agreement. The board of directors of Jervois unanimously approved this Agreement and the Transactions. The execution and delivery of this Agreement by Jervois and the consummation by Jervois of the Transactions have been duly authorized by all necessary corporate action on the part of Jervois. No other corporate proceedings on the part of Jervois or any of its Subsidiaries are necessary to authorize this Agreement, the performance by Jervois of its obligations under this Agreement or the Transactions. This Agreement has been duly executed and delivered by Jervois and constitutes a valid and binding obligation of Jervois, enforceable by M2 Cobalt against Jervois in accordance with its terms, subject to the qualification that such enforceability may be limited by bankruptcy, insolvency, reorganization or other laws of general application relating to or affecting rights of creditors and that equitable remedies, including specific performance, are discretionary and may not be ordered. Except as set forth in Schedule (e) of the Jervois Disclosure Statement, the execution and delivery of this Agreement does not, and the consummation of the Transactions and compliance with the provisions of this Agreement will not, conflict with, or result in any violation of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of first refusal, consent, termination, buyback, purchase, cancellation or acceleration of any obligation or to loss of any property, rights or benefits under, or result in the imposition of any additional obligation under, or result in the creation of any Lien upon any of the properties or assets of Jervois or any of its Subsidiaries under, (i) the constitution of Jervois or the comparable organization documents of any of its Subsidiaries; (ii) any Contract to which Jervois or any of its Subsidiaries is a party or by which any of them or their respective properties or assets is bound or affected; or (iii) subject to the governmental filings and other matters referred to in the following sentence, any Law applicable to Jervois or any of its Subsidiaries or their respective properties or assets except for such conflicts, violations, defaults, terminations, cancellations, accelerations, impositions, creations of liens, rights of first refusal, or any consents which, if not given or received, would not individually or in the aggregate, reasonably be expected to be Materially Adverse to Jervois. No consent, approval, order or authorization of, or registration, declaration or filing with, any Agency, is required by or with respect to Jervois or any of its Subsidiaries in connection with the execution and delivery of this Agreement by Jervois or the consummation by Jervois of the Transactions, except for (i) any approvals required by the Interim Order or the Final Order, (ii) the Regulatory Approvals, and (iii) as set forth in Schedule (e) of the Jervois Disclosure Statement.
- (ii) Each of Jervois and its Subsidiaries possesses all Permits necessary to conduct its business as such business is currently conducted or is expected to be conducted following completion of the Transaction, except where the failure to possess such Permits would not be Materially Adverse to Jervois and its Subsidiaries and except as set forth in Schedule (e) of the Jervois Disclosure Statement: (i) all such Permits are validly held by Jervois or its Subsidiaries, and

Jervois and its Subsidiaries have complied in all respects with all terms and conditions thereof, and (ii) neither Jervois nor any of its Subsidiaries has received any outstanding written notice, notice of violation or probable violation, notice of revocation, or other written communication from or on behalf of any Agency, alleging (A) any material violation of such Permit, or (B) that Jervois or any of its Subsidiaries requires any Permit required for its business as such business is currently conducted, that is not currently held by it. None of such Permits will be subject to suspension, modification, revocation or non-renewal as a result of the execution and delivery of this Agreement or the consummation of the Transactions.

- (iii) except as set forth in Schedule (e) of the Jervois Disclosure Statement:
- (A) to the knowledge of Jervois, each of Jervois and its Subsidiaries are and have been in material compliance with all applicable Environmental Laws, except to the extent that a failure to be in such compliance would not be reasonably likely to be Materially Adverse to Jervois;
 - (B) the properties held by Jervois or any of its Subsidiaries have not been used to generate, manufacture, refine, treat, recycle, transport, store, handle, dispose, transfer, produce or process Hazardous Substances, except in compliance in all material respects with all Environmental Laws. To the knowledge of Jervois, none of Jervois, its Subsidiaries or any other person in control of any properties held by Jervois or any of its Subsidiaries has caused or permitted the Release of any Hazardous Substances at, in, on, under or from any properties held by Jervois or any of its Subsidiaries, except in compliance with all Environmental Laws, except to the extent that a failure to be in such compliance would not be reasonably likely to have a Materially Adverse effect on Jervois. All Hazardous Substances handled, recycled, disposed of, treated or stored on or off site of the properties held by Jervois or any of its Subsidiaries have been handled, recycled, disposed of, treated and stored in material compliance with all Environmental Laws except to the extent that a failure to be in such compliance would not be reasonably likely to have a Materially Adverse effect on Jervois. To the knowledge of Jervois, there are no Hazardous Substances at, in, on, under or migrating from properties held by Jervois or any of its Subsidiaries, except in material compliance with all Environmental Laws;
 - (C) to the knowledge of Jervois, none of Jervois, its Subsidiaries nor any other person for whose actions Jervois or an Jervois Subsidiary may be partially or wholly liable, has treated or disposed, or arranged for the treatment or disposal, of any Hazardous Substances at any location: (i) listed on any list of hazardous sites or sites requiring Remedial Action issued by any Governmental Entity; (ii) proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action, or any similar federal, state or provincial lists; or (iii) the subject of enforcement actions by any Governmental Entity that creates the reasonable potential for any proceeding, action, or other claim

against Jervois or any of the Jervois Subsidiaries. No site or facility now or, to the knowledge of Jervois, previously owned, operated or leased by Jervois or any of its Subsidiaries is listed or, to the knowledge of Jervois, proposed for listing on any list issued by any Governmental Entity of hazardous sites or sites requiring Remedial Action or is the subject of Remedial Action;

- (D) to the knowledge of Jervois, none of Jervois, its Subsidiaries or any other person for whose actions Jervois or an Jervois Subsidiary may be partially or wholly liable has caused or permitted the Release of any Hazardous Substances on or to any of the properties owned, leased or operated by Jervois or any of its Subsidiaries in such a manner as: (i) would be reasonably likely to impose Liability for cleanup, natural resource damages, loss of life, personal injury, nuisance or damage to other property, except to the extent that such Liability would not have a Materially Adverse effect on Jervois; or (ii) would be reasonably likely to result in imposition of a lien, charge or other encumbrance or the expropriation on any of the properties owned, leased or operated by Jervois or the assets of any of Jervois or its Subsidiaries;
 - (E) to the knowledge of Jervois, none of the properties of Jervois or any of its Subsidiaries has or is required to have any deed notices or restrictions, institutional controls, covenants that run with the land or other restrictive covenants or notices arising under any Environmental Laws; and
 - (F) to the knowledge of Jervois, none of Jervois or its Subsidiaries has received any notice, formal or informal, of any proceeding, action or other claim, Liability or potential Liability arising under any Environmental Laws, from any person related to any of the properties owned, leased or operated by Jervois or any of its Subsidiaries that is pending as of the date hereof.
- (iv) Jervois and each Jervois Subsidiary has good and marketable title to its properties where it has marketable title (other than property as to which Jervois or a Subsidiary is a lessee, in which case it has a valid leasehold interest) (the "**Properties**") and all Properties are in good standing with the relevant Agency, except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Materially Adverse effect on Jervois. Except as set forth in Schedule (e) of the Jervois Disclosure Statement, (i) all Properties are validly held by Jervois or its Subsidiaries, and Jervois and its Subsidiaries have complied in all respects with all terms and conditions thereof, (ii) none of such Properties will be subject to suspension, modification, revocation or non-renewal as a result of the execution and delivery of this Agreement or the consummation of the Transactions, and (iii) since June 30, 2016, neither Jervois nor any of its Subsidiaries has received any written notice, notice of violation or probable violation, notice of revocation, or other written communication from or on behalf of any Agency, alleging (A) any violation of such Property, or (B) that Jervois or any of its Subsidiaries requires any Property required for its business

as such business is currently conducted, that is not currently held by it. Furthermore, all real and tangible personal property of each of Jervois and a Subsidiary is in generally good repair and is operational and usable in the manner in which it is currently being utilized, subject to normal wear and tear and technical obsolescence, repair or replacement; and

- (v) Exploration and technical information contained in the Jervois Public Disclosure Documents lodged since January 1, 2017 with the ASX, or otherwise made publicly available, has been prepared under the supervision of a Competent Person (as defined in the JORC Code) and otherwise complies in all material respects with the requirements of the JORC Code. To the knowledge of Jervois, all data and information underlying the exploration and technical information contained in the Jervois Public Disclosure Documents lodged since January 1, 2017 with the ASX, or otherwise made publicly available, has been reviewed and verified to the satisfaction of a Competent Person. Except as set forth in Schedule (e) of the Jervois Disclosure Statement, no amendments, restatements or modifications to any prior disclosure of this nature by Jervois are pending or contemplated, and information of this nature provided by Jervois to M2 Cobalt in connection with the Transactions will be, when disclosed to the public in accordance with applicable law, substantially and materially equivalent to the information provided.
- (f) Publicly Filed Documents; Undisclosed Liabilities. Except as set forth in Schedule (f) of the Jervois Disclosure Statement, Jervois has filed, or has had filed or disclosed on its behalf, all required reports, schedules, forms, statements and other documents (including documents incorporated by reference, as may be required) with the Australian Securities & Investments Commission and in respect of any Jervois Subsidiary incorporated outside of Australia, relevant regulatory authorities in those jurisdictions (the “**Jervois Public Disclosure Documents**”) except where the failure to make such filing would not be Materially Adverse. Except as set forth in Schedule (f) of the Jervois Disclosure Statement, as of its date, each Jervois Public Disclosure Document complied in all material respects with the rules and regulations applicable to such Jervois Public Disclosure Document. None of the Jervois Public Disclosure Documents, as of their respective dates, contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading, except to the extent that such statements have been modified or superseded by a later-filed Jervois Public Disclosure Document. The consolidated financial statements of Jervois included in the Jervois Public Disclosure Documents comply as to form in all material respects with applicable accounting requirements and the published rules and regulations of IFRS with respect thereto, have been prepared in accordance with IFRS applied on a consistent basis during the periods involved (except as may be indicated such financial statements and the notes thereto or, in the case of audited statements in the related report of Jervois’ independent auditors; or in the case of unaudited interim statements and subject to normal period end adjustments and may omit notes which are not required by applicable Laws in the unaudited statements) and fairly present the consolidated financial position of Jervois as of the dates thereof and the consolidated results of its operations and cash flows for the periods then ended (subject, in the case of unaudited statements, to normal year-end audit adjustments). Except as and to the extent

disclosed, reflected or reserved against on the balance sheet or the notes thereto of Jervois included in the Jervois Public Disclosure Documents filed and publically available or in to the date of this Agreement (the “**Filed Jervois Public Disclosure Documents**”), as incurred after the date thereof in the ordinary course of business consistent with past practice and prohibited by this Agreement, Jervois does not have any liabilities or obligations of any nature, whether known or unknown, absolute, accrued, contingent or otherwise and whether due or to become due, that, individually or in the aggregate, have had or would reasonably be expected to have a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole.

- (g) Information Supplied. None of the information supplied or to be supplied by Jervois for inclusion or incorporation by reference in the M2 Cobalt Circular or any other filings relating to the Transactions will, at the date the M2 Cobalt Circular is first mailed to M2 Cobalt Shareholders, or at the time of the M2 Cobalt Special Meeting, contain any untrue statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of circumstances under which they are made, not misleading.
- (h) Absence of Certain Changes or Events. Except as disclosed in the Filed Jervois Public Disclosure Documents or Schedule (h) of the Jervois Disclosure Statement, since June 30, 2016, Jervois has conducted, and caused each of its Subsidiaries to conduct, its business only in the ordinary course and:
 - (i) there has not been any event, change, effect or development (including any decision to implement such a change made by the board of directors of Jervois or any of its Subsidiaries in respect of which senior management believes that confirmation of the board of directors is probable), which, individually or in the aggregate, has had, or would reasonably be expected to have, a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole;
 - (ii) there has not been any declaration, setting aside or payment of any dividend or other distribution (whether in cash, stock or property) with respect to any Jervois Shares;
 - (iii) there has not been any split, combination or reclassification of any authorized capital of Jervois or any issuance or the authorization of any issuance of any other securities in exchange or in substitution for shares of authorized capital of Jervois;
 - (iv) there has not been any change in accounting methods, principles or practices by Jervois or any of its Subsidiaries materially affecting its assets, liabilities or business, except insofar as may have been required by a change in IFRS or as set forth in Schedule (h) of the Jervois Disclosure Statement; and
 - (v) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) that is Materially Adverse to Jervois and its Subsidiaries, taken as a whole, has been incurred other than in the ordinary course of business consistent with past practice, except as set forth in Schedule (h) of the Jervois Disclosure Statement.

- (i) **Restrictions on Business Activities.** Except as set forth in Schedule (i) of the Jervois Disclosure Statement, there is no agreement, judgment, injunction, order or decree binding upon Jervois or any of its Subsidiaries that has, or would reasonably be expected to have, the effect of prohibiting, restricting or impairing any business practice of Jervois or any of its Subsidiaries, any acquisition of property by Jervois or any of its Subsidiaries or the conduct of business by any of them as currently conducted (including following the Arrangement) other than such agreements, judgments, injunctions, orders or decrees which are not, individually or in the aggregate, Materially Adverse to Jervois and its Subsidiaries, taken as a whole.

- (j) **Contracts.** Unless otherwise disclosed in Schedule (j) of the Jervois Disclosure Statement, Schedule (j) of the Jervois Disclosure Statement lists all material Contracts to which Jervois and its Subsidiaries are party including those Contracts which fall within any of the following categories: (a) Contracts not entered into in the ordinary course of business of Jervois and its Subsidiaries; (b) royalty, joint venture, partnership and similar agreements; (c) Contracts containing covenants purporting to limit the freedom of Jervois and its Subsidiaries to compete in any line of business in any geographic area, to hire any individual or group of individuals or to acquire any business, entity or the assets thereof; (d) Contracts which after the Effective Time of the Transactions would have the effect of limiting the freedom of Jervois or its Subsidiaries to compete in any line of business in any geographic area, to hire any individual or group of individuals or to acquire any business, entity or the assets thereof; (e) Contracts which contain minimum purchase conditions or requirements or other terms that restrict or limit the purchasing relationships of Jervois and its Subsidiaries other than in the ordinary course of business; (f) Contracts involving annual revenues or expenditures to the business of Jervois and its Subsidiaries in excess of \$50,000; (g) Contracts containing any rights on the part of any party, including joint venture partners or other entities, to acquire royalty, mining or other property rights from Jervois and its Subsidiaries; and (i) Contracts that require Jervois or its Subsidiaries to provide indemnification to any other person. All such Contracts are valid and binding obligations of Jervois or any of its Subsidiaries and, to the knowledge of Jervois, the valid and binding obligation of each other party thereto and are enforceable by Jervois or its applicable Subsidiary in accordance with their respective terms, and the Jervois or its applicable Subsidiary is entitled to all rights and benefits thereunder, except for such Contracts which if not so valid and binding would not, individually or in the aggregate, have a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole. Neither Jervois nor, to the knowledge of Jervois, any other party thereto is in violation of or in default in respect of, nor has there occurred an event or condition which with the passage of time or giving of notice (or both) would constitute a default under or entitle any party to terminate, accelerate, modify or call a default under, or trigger any pre-emptive rights or rights of first refusal under, any such Contract except such violations or defaults under such Contracts, which, individually or in the aggregate, would not have a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole.

- (k) **Tax Matters.** Unless otherwise disclosed in Schedule (k) of the Jervois Disclosure Statement:
 - (i) Jervois and each of its Subsidiaries have timely filed, or caused to be timely filed with the appropriate Agency, all Tax Returns required to be filed by them, and have timely paid, or caused to be timely paid, all material amounts of Taxes due

and payable by them, including all instalments on account of any Taxes, except for any such failure to file or failure to pay which would not individually or in the aggregate, have a Materially Adverse effect on Jervois. All such Tax Returns are true, correct and complete in all material respects and have been completed in accordance with applicable Laws. To the best of Jervois' knowledge, no such Tax Return contains any misstatement or omits any statement that should have been included therein. No Tax Return has been amended.

- (ii) Reserves and provisions for Taxes accrued but not yet due on or before the Effective Date as reflected in Jervois' financial statements contained in the Filed Jervois Public Disclosure Documents are adequate as of the date of such financial statements, in accordance with IFRS. No material deficiencies for Taxes have been proposed, asserted or assessed against Jervois that would reasonably be expected to be Materially Adverse to Jervois.
- (iii) Neither Jervois nor any of its Subsidiaries has received any written notification that any issues involving a material amount of Taxes have been raised (and are currently pending) by the Australian Tax Office or any other taxing authority, including, without limitation, any sales tax authority, in connection with any of the Tax Returns filed or required to be filed, which would, individually or in the aggregate, be Materially Adverse to Jervois.
- (iv) No unresolved assessments, reassessments, audits, claims, actions, suits, proceedings, or investigations exist or have been initiated with regard to any Taxes or Tax Returns of Jervois or its Subsidiaries. To the knowledge of Jervois, no assessment, reassessment, audit or investigation by any Agency is underway, threatened or imminent with respect to Taxes for which Jervois or any of its Subsidiaries may be liable, in whole or in part.
- (v) No election, consent for extension, nor any waiver that extends any applicable statute of limitations relating to the determination of a Tax liability of Jervois or any of its Subsidiaries has been filed or entered into and is still effective.
- (vi) Jervois and each of its Subsidiaries have duly and timely collected all amounts on account of any goods, services, sales, value added, transfer or other Taxes required to have been collected by it and have duly set aside in trust or timely remitted to the appropriate Agency any and all such amounts required to be remitted by it.
- (vii) Jervois has made available to M2 Cobalt or its legal counsel or accountants true and complete copies of all Tax Returns for (and non-privileged studies and opinions related thereto) Jervois and its Subsidiaries for each of its last three taxable years.
- (viii) Jervois and each of its Subsidiaries is, and at all times has filed its Tax Returns on the basis that it is, resident for Tax purposes in its country of incorporation or formation and has not at any time been treated by any Agency as resident in any other country for any Tax purpose (including any treaty, convention or arrangement for the avoidance of double taxation). None of Jervois or any of its

Subsidiaries has filed any Tax Return on the basis that it is subject to Tax (other than withholding Tax) in any jurisdiction other than its country of incorporation or formation (and political subdivisions thereof) or received written notification from any Agency that it may be required to file on such basis.

- (ix) Jervois and each of its Subsidiaries have properly withheld and remitted all amounts required to be withheld and/or remitted (including income tax and non-resident withholding tax) and have paid such amounts due to the appropriate authority on a timely basis and in the form required under the appropriate legislation except when the failure to do so would not individually or in the aggregate be Materially Adverse.
 - (x) There are no Tax liens on any assets of Jervois or any of its Subsidiaries except for Taxes not yet currently due and those which would not reasonably be expected to be Materially Adverse to Jervois.
 - (xi) For purposes of this Section (j), the term “**material amount of Taxes**” shall mean an amount of Taxes that is material to Jervois and its Subsidiaries taken as a whole.
- (l) Intellectual Property. Jervois and each of its Subsidiaries owns all right, title and interest in, or possesses the lawful right to use or has a currently pending application for all patents, patent applications, registered and common law trademarks (including applications therefor), service marks, trade names, copyright applications, copyrights, trade secrets, know-how, computer software, production technology, proprietary technology and other intellectual property and proprietary rights used in or necessary to conduct its business. Additionally:
- (i) Jervois is not aware of any infringement of any such intellectual property by any third party; and
 - (ii) the conduct of the business of Jervois and its Subsidiaries has not, and will not, cause Jervois or any of its Subsidiaries to infringe or violate any of the patents, trademarks, service marks, trade names, copyrights, trade secrets, proprietary rights, computer software rights or licences or other intellectual property of any other person and each of Jervois and its Subsidiaries has not received any written or oral claim or notice of infringement or potential infringement of the intellectual property of any other person arising out of the conduct of Jervois or any of its Subsidiaries and, in particular each of Jervois and its Subsidiaries has complied with any licence respecting intellectual property held by Jervois or any of its Subsidiaries.
- (m) Non-Arm’s Length Transactions. Other than as set out in Schedule (m) of the Jervois Disclosure Statement, there are no current contracts, commitments, agreements, arrangements or other transactions (including relating to indebtedness by Jervois or any of its Subsidiaries) between Jervois or any of its Subsidiaries on the one hand, and any (a) officer or director of Jervois or any of its Subsidiaries, (b) any holder of record or, to the knowledge of Jervois, beneficial owner of five percent or more of the voting securities

of Jervois, or (c) any affiliate or associate of any officer, director or beneficial owner, on the other hand.

- (n) **Books and Records.** The financial books, records and accounts of Jervois and its Subsidiaries in all material respects, (i) have been maintained in accordance with IFRS on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and dispositions of the assets of Jervois and its Subsidiaries and (iii) accurately and fairly reflect the basis for Jervois consolidated financial statements. The corporate minute books of Jervois and its Subsidiaries contain minutes of all meetings and resolutions of the directors and shareholders held, and access to non-confidential information has been provided to Jervois.
- (o) **Insurance.** Jervois and its Subsidiaries maintain insurance coverage with reputable insurers in such amounts and covering such risks as are in accordance with normal industry practice for companies engaged in businesses similar to that of Jervois and its Subsidiaries.
- (p) **Litigation.** Except as specifically disclosed in Schedule (p) of the Jervois Disclosure Statement, there is no suit, action or proceeding pending or, to the knowledge of Jervois, threatened against Jervois or any of its Subsidiaries that, individually or in the aggregate, would reasonably be expected to have a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole, and there is not any judgment, decree, injunction, rule or order of any Agency or arbitrator outstanding against Jervois or any of its Subsidiaries having, or which would reasonably be expected to have, a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole. As of the date of this Agreement, except as specifically disclosed in Schedule (p) of the Jervois Disclosure Statement, there is no suit, action or proceeding pending, or, to the knowledge of Jervois, threatened, against Jervois or any of its Subsidiaries that, individually or in the aggregate, would reasonably be expected to prevent or delay in any material respect the consummation of the Transactions.
- (q) **Determination by the Board.** The board of directors of Jervois has unanimously determined and resolved:
 - (i) that the entering into of this Agreement and the performance by Jervois of its obligations hereunder and the Transactions are in the best interests of Jervois; and
 - (ii) to approve the Transactions and this Agreement.
- (r) **Brokers.** Except as set forth in Schedule (r) of the Jervois Disclosure Statement, no broker, investment banker, financial advisor or other person is entitled to any broker's, finder's, financial advisor's or other similar fee or commission in connection with the Transactions based upon arrangements made by or on behalf of Jervois. Unless otherwise indicated in the Jervois Disclosure Statement, Jervois has made available to M2 Cobalt true and complete copies of all agreements that are referred to in Schedule (r) of the Jervois Disclosure Statement and all indemnification and other agreements related to the engagement of the persons so listed.

- (s) Compliance. Except for any conflicts, defaults or violations that would not, individually or in the aggregate (taking into account the impact of any cross defaults), reasonably be expected to result in a Materially Adverse effect on Jervois and its Subsidiaries, taken as a whole, each of Jervois and its Subsidiaries has complied with, and is not in conflict with, or in default (including cross defaults) under or in violation of:
- (i) its articles or other organizational documents or by-laws;
 - (ii) any Law or Permit applicable to it, its business or operations or by which any of its properties or assets is bound or affected; or
 - (iii) any agreement, arrangement or understanding to which it, its business or operations or by which any of its properties or assets is bound or affected.
- (t) Dispositions of Company Property. As at the date of this Agreement, except as described in the Filed Jervois Public Disclosure Documents, since June 30, 2016 neither Jervois nor any of its Subsidiaries has sold or disposed of or ceased to hold or own any personal property, real property, any interest or rights with respect to real property (including exploration or production rights), any royalty interest or interest in a joint venture or other assets of properties of Jervois or any of its Subsidiaries (“**Jervois Property**”), other than any Jervois Property having an individual fair market value of less than \$500,000 in the aggregate, in each case in the ordinary course of business, consistent with past practice. Except as may be set forth in Schedule (t) of the Jervois Disclosure Statement, as at the date of this Agreement, no Jervois Property, the fair market value of which on the date of this Agreement is greater than \$500,000 in the aggregate, is subject to any pending sale or disposition transaction.
- (u) Absence of Cease Trade Orders. As at the date of this Agreement, no order ceasing or suspending trading in Jervois Shares (or any of them) or any other securities of Jervois is outstanding and no proceedings for this purpose have been instituted or, to the knowledge of Jervois, are pending, contemplated or threatened.
- (v) Disclosure Controls. Jervois has designed such disclosure controls and procedures, or caused them to be designed under the supervision of its Chief Executive Officer and chief financial officer, to provide reasonable assurance that material information relating to Jervois is made known to the Chief Executive Officer and chief financial officer by others within Jervois, particularly during the period in which the annual or interim filings are being prepared.
- (w) Internal Controls. Jervois has designed such internal controls over financial reporting, or caused them to be designed under the supervision of the Chief Executive Officer and chief financial officer of Jervois, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS. To the knowledge of Jervois, prior to the date of this Agreement:
- (i) there are no significant deficiencies in the design or operation of, or material weaknesses in, the internal controls over financial reporting of Jervois or any of its Subsidiaries that are reasonably likely to adversely affect Jervois’ ability to record, process, summarize and report financial information, and
 - (ii) there is and has been no fraud, whether or not material, involving management or any other employees who have

a significant role in the internal control over financial reporting of Jervois or any of its Subsidiaries. Since December 31, 2016, neither Jervois nor any of its Subsidiaries have received any (x) complaints from any source regarding accounting, internal accounting controls or auditing matters or (y) expressions of concern from employees of Jervois or its Subsidiaries regarding questionable accounting or auditing matters.

- (x) Issuance of Jervois Shares. All Jervois Shares issuable in connection with the Arrangement will be duly authorized and validly issued as fully paid and non-assessable and will not be subject to any pre-emptive rights and will not be subject to any hold or restricted periods.
- (y) Investment Canada Act. Jervois qualifies as a “WTO investor”, as such term is defined at subsection 14.1(6) of the Investment Canada Act (Canada).
- (z) Reservation of Shares. Jervois has the ability and capacity to issue the Jervois Shares and the Jervois Shares issuable upon exercise of the Replacement Options contemplated under this Agreement and pursuant to the Arrangement.
- (aa) Listing. The Jervois Shares are quoted for trading on the market conducted by ASX. From and after the Effective Time (i) the Jervois Shares issued pursuant to the Plan of Arrangement shall be listed and quoted for trading on the market conducted by ASX and an application to list such shares on the TSXV will be made, and (ii) the Jervois Shares issuable upon exercise of the Replacement Options and the M2 Cobalt Warrants shall, subject to such exchange or exercise, as applicable, be listed and quoted for trading on the market conducted by ASX and an application to list such shares on the TSXV will be made.
- (bb) Foreign Private Issuer. Jervois is a “foreign private issuer” as defined in Rule 405 of Regulation C under the U.S. Securities Act.
- (cc) Investment Company. Jervois is not registered and is not required to be registered, as an “investment company” within the meaning of the United States Investment Company Act of 1940, as amended.