

May 1, 2016

Lightstream Resources
Attention: John D. Wright, Chief Executive Officer
2800, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1

Mr. Wright:

This engagement letter (this "Agreement") is to formalize the arrangement between Evercore Group L.L.C. ("Evercore") and Lightstream Resources (together with any direct or indirect subsidiaries, the "Company") regarding the retention of Evercore by the Company as a financial advisor for the purposes set forth herein.

Assignment Scope:

The Company hereby retains Evercore as its financial advisor to provide the Company with general investment banking advice and to advise it in connection with any Exchange Offer, Restructuring, and/or Financing transactions (each of the foregoing as defined below, and each a "Transaction") on the terms and conditions set forth herein.

As used in this Agreement, the term "Exchange Offer" shall mean any exchange by the Company of any portion of its 9.875% 2nd Lien Notes due 2019 or 8.625% Senior Unsecured Notes due 2020 (collectively the "Notes"), in each case other than as part of any Restructuring.

As used in this Agreement, the term "Restructuring" shall mean, collectively, any restructuring, reorganization and/or recapitalization (including, but not limited to, a Restructuring pursuant to a bankruptcy, insolvency or creditor enforcement proceeding (an "Insolvency Proceeding") under the Companies' Creditors Arrangement Act (Canada) (the "CCAA"), the Canada Business Corporations Act (the "CBCA"), comparable provincial legislation, the Bankruptcy and Insolvency Act (Canada) (the "BIA") or otherwise), including without limitation, cancellation, forgiveness, satisfaction, retirement, purchase and/or a material modification or amendment to the terms of the Company's outstanding Notes, including pursuant to a sale or credit bid in an Insolvency Proceeding.

As used in this Agreement, the term "Financing" shall mean a private issuance, sale or placement of newly issued or treasury equity, equity-linked or debt securities, instruments or obligations of the Company raised or otherwise arranged by Evercore during the term of this Agreement with one or more lenders and/or investors or security holders (each such lender or investor, an "Investor"), including any "debtor-in-possession financing" or "exit financing" in connection with an Insolvency Proceeding or a rights offering or any loan or other financing or obligation. "Financing" shall not include (i) any 1st Lien debt or debt-instruments, including any bank financing (ii) any "bought deal" of the Company's equity, equity-linked or debt securities (i.e. a transaction in which an investment bank commits to buy the entire securities offering from the

Company), or (iii) issuances to existing Investors of the Company in exchange for their existing securities.

Description of Services:

1. Evercore agrees, in consideration of the compensation provided in Section 2 below, to perform the following services, to the extent it deems such services necessary, appropriate and feasible:
 - a. Reviewing and analyzing the Company's business, operations and financial projections;
 - b. Advising and assisting the Company in an Exchange Offer, Restructuring, and/or a Financing transaction, if the Company determines to undertake such a transaction;
 - c. If the Company pursues an Exchange Offer, at the Company's request, assisting the Company in:
 - i. Structuring and effecting an Exchange Offer;
 - ii. Contacting holders of the Notes; and,
 - iii. Working with the Company in negotiating with holders of the Notes.
 - d. Providing financial advice in developing and implementing a Restructuring, which would include:
 - i. Assisting the Company in developing a restructuring plan or plan of reorganization, including a plan of reorganization pursuant to an Insolvency Proceeding (any such plans are referred to generically herein as the "Plan");
 - ii. Advising the Company on tactics and strategies for negotiating with various stakeholders regarding the Plan;
 - iii. Providing testimony, as necessary, with respect to matters on which Evercore has been engaged to advise the Company in any Insolvency Proceeding that is pending before a court (generically referred to herein as the "Court") exercising jurisdiction over the Company as a debtor; and,
 - iv. Providing the Company with other financial restructuring advice as Evercore and the Company may deem appropriate.
 - e. If the Company pursues a Financing, at the Company's request, assisting the Company in:

- i. Structuring and effecting a Financing;
- ii. Identifying potential Investors and, at the Company's request, contacting such Investors; and,
- iii. Working with the Company in negotiating with potential Investors.

It is understood that nothing contained herein shall constitute an express or implied commitment by Evercore to act in any capacity or to underwrite, place or purchase any financing or securities, which commitment, if any, shall be set forth in a separate underwriting placement or other appropriate agreement relating to a Financing.

In rendering its services to the Company hereunder, Evercore is not assuming any responsibility for the Company's underlying business decision to pursue or not to pursue any business strategy or to effect or not to effect any Exchange Offer, Restructuring, Financing, or other transaction.

Evercore shall not have any obligation or responsibility to provide accounting, audit, "crisis management" or business consultant services to the Company, and shall have no responsibility for design or implementation of operating, organizational, administrative, cash management or liquidity improvements; nor shall Evercore be responsible for providing any tax, legal or other specialist advice. The Company confirms that it will rely on its own counsel, accountants and similar expert advisors for legal, accounting, tax and other similar advice.

Fees:

2. As compensation for the services rendered by Evercore hereunder, the Company agrees to pay Evercore the following fees in cash as and when set forth below:
 - a. A monthly fee of CAD\$150,000 (a "Monthly Fee"), payable on execution of this Agreement and on the 1st day of each month commencing June 1, 2016 until the earlier of the consummation of the Restructuring transaction or the termination of Evercore's engagement. The Monthly Fee shall change to USD\$150,000 if an Insolvency Proceeding pursuant to the CCAA is commenced with respect to the Restructuring. So long as such Monthly Fees have actually been earned and paid one hundred percent (100%) of the first four Monthly Fees actually paid shall be credited (without duplication) against any Restructuring Fee, Exchange Offer Fee or Financing Fee payable; provided, that, in the event one or more entities comprising the Company becomes a debtor in an Insolvency Proceeding, any such credit of fees contemplated by this sentence shall only apply to the extent that all such Monthly Fees and the Restructuring Fee are approved in their entirety by the Court pursuant to a final order not subject to appeal and which order is acceptable to Evercore.

- b. A fee (an "Exchange Offer Fee"), payable upon the consummation of any Exchange Offer, equal to 0.75% of the aggregate face amount of the Notes retired or that otherwise participate in the Exchange Offer; provided, however, that (a) the Exchange Offer Fee shall be capped at USD\$5.0 million; and (b) one hundred percent (100%) of any Exchange Offer Fee actually paid shall be credited (without duplication) against any Restructuring Fee that becomes payable hereunder.
- c. A fee (a "Restructuring Fee"), payable upon the consummation of any Restructuring of USD\$5.0 million.
- d. A fee (a "Financing Fee"), payable upon consummation of any Financing equal to 2.0% of the aggregate amount of any financing irrevocably committed or funded in connection with such Financing (whether or not actually drawn); provided, however, that: (i) fifty percent (50%) of any Financing Fee actually paid shall be credited (without duplication) against any Restructuring Fee and/or Exchange Offer Fee that becomes payable hereunder; and (ii) the aggregate amount of any Financing Fee and Restructuring Fee and/or Exchange Offer Fee, as applicable, shall be capped at USD\$7.0 million
- e. In addition to any fees that may be payable to Evercore and, regardless of whether any transaction occurs, the Company shall promptly reimburse to Evercore (a) all reasonable expenses (including travel and lodging, data processing and communications charges, courier services and other appropriate expenditures) and (b) other documented reasonable fees and expenses, including expenses of counsel, if any, but excluding any overhead costs. Such expenses shall not exceed \$50,000 without the prior consent of the Company (which consent shall not be unreasonably withheld); provided that this sentence shall in no way affect or limit the obligations of the Company as set forth on Schedule I attached hereto.
- f. If Evercore provides services to the Company for which a fee is not provided herein, such services shall, except insofar as they are the subject of a separate agreement, be treated as falling within the scope of this Agreement, and the Company and Evercore will agree upon a fee for such services based upon good faith negotiations.

In addition, subject to the provisions for crediting of fees and any other limitations outlined in this Agreement, the Company and Evercore acknowledge and agree that more than one fee may be payable to Evercore under subparagraphs 2(b), 2(c), 2(d), and/or 2(f) hereof in connection with any single transaction or a series of transactions, it being understood and agreed that if more than one fee becomes so payable to Evercore in connection with a series of transactions, each such fee shall be paid to Evercore.

If an Exchange Offer, Restructuring, and/or Financing is to be completed pursuant to the CBCA or through a pre-packaged or similar pre-arranged Plan (i) 25% of the fees pursuant to subparagraphs 2(b), 2(c), 2(d) and 2(f) shall be earned and shall be payable upon the execution of definitive agreements or delivery of binding consents with respect to such Plan and (ii) the remainder of such fees shall be earned and shall be payable upon

consummation of such Plan; provided, further, that in the event that Evercore is paid a fee in connection with a pre-packaged Plan or similar pre-arranged Plan, and such Plan is not thereafter consummated, then such fee previously paid to Evercore may be credited by the Company against any subsequent fee hereunder that becomes payable by the Company to Evercore.

Retention in Insolvency Proceedings:

3. If an Insolvency Proceeding is commenced with respect to a Restructuring and the approval of the Court is required with respect to the retention of Evercore as financial advisor to the Board or the Company, as applicable, for such Restructuring and/or any of the terms of such engagement (including, without limitation, the payment of Evercore's fees and expenses and the provision of indemnification to Evercore), then the Company shall promptly apply for such approval by the Court and shall use commercially reasonable efforts to obtain such approval by the Court. The Company shall also promptly seek from the Court authorization to grant to Evercore a security or charge, ranking in priority over the pre-filing claim of any secured creditor of the Company, on all of its property, in an amount reasonably appropriate, in respect of all of Evercore's fees and expenses payable under this Agreement (the Company shall also use commercially reasonable efforts to obtain priority of payment for Evercore's fees and expenses over any post-filing claims of any secured creditor of the Company). The Company shall supply Evercore and its counsel with a draft of any such application for approval of Evercore's retention as financial advisor and/or any of the terms of such retention sufficiently in advance of the filing of such application and proposed order to enable Evercore and its counsel to review and comment thereon. Evercore shall be under no obligation to provide any services under this agreement in the event that the Company becomes a debtor in an Insolvency Proceeding unless Evercore's retention under the terms of this Agreement is approved by final order of the Court, not subject to appeal, which order is acceptable to Evercore. No fee payable to any other person, by the Company or any other party, shall reduce or otherwise affect any fee payable hereunder to Evercore.

Other:

4. Evercore's engagement hereunder is premised on the assumption that the Company will make available to Evercore all information and data that Evercore reasonably deems appropriate in connection with its activities on the Company's behalf and will not omit or withhold any material information. The Company represents and warrants to Evercore that any information other than forecast or other forward-looking information heretofore or hereafter furnished to Evercore is and will be true and correct in all material respects. The Company recognizes and consents to the fact that (a) Evercore will use and rely on the accuracy and completeness of public reports and other information provided by others, including information provided by the Company, other parties and their respective officers, employees, auditors, attorneys or other agents in performing the services contemplated by this Agreement, and (b)

Evercore does not assume responsibility for, and may rely without independent verification upon, the accuracy and completeness of any such information.

5. Evercore acknowledges that all information provided to it by the Company pursuant to this Agreement is confidential and that such information shall not be used other than in furtherance of the purposes of this Agreement, provided that this confidentiality obligation shall not apply to information known by Evercore prior to disclosure by the Company, now in the public domain, information which may subsequently become public other than through breach by Evercore of its obligations hereunder, information disclosed to Evercore by third parties in respect of which such third parties are not known by Evercore to be under an obligation of confidentiality or information which is required by law to be disclosed. Evercore and its representatives, including professional consultants, shall be made aware of this provision. Evercore acknowledges that any unauthorized use or disclosure of the Company's information shall constitute a breach of this Agreement and the Company shall be entitled to seek all available remedies, including equitable relief, with respect to such breach. The obligation of Evercore in this paragraph 5 shall terminate one year following completion of a Exchange Offer, Restructuring or Financing or the end of the 6 month tail period, whichever is later.
6. Evercore's engagement hereunder may be terminated by the Company or Evercore at any time upon written notice and without liability or continuing obligation to the Company or Evercore, except that following such termination Evercore shall remain entitled to any fees accrued pursuant to Section 2 but not yet paid prior to such termination or expiration, as the case may be, and to reimbursement of expenses incurred prior to such termination or expiration, as the case may be, and, except (i) where this Agreement is terminated as a result of Evercore's material breach of this Agreement, after notice and a reasonable opportunity to cure, (ii) this Agreement is unilaterally terminated by Evercore, or (iii) Evercore has been paid any of the Restructuring Fee, the Exchange Offer Fee or the Financing Fee, as applicable, hereunder, Evercore shall remain entitled to full payment of all fees contemplated by Section 2 hereof in respect to any Exchange Offer, Restructuring, and/or Financing announced or occurring during the period from the date hereof until 6 months following such termination or expiration, as the case may be (each, a "Tail Fee"); provided, however, that (i) if Stephen Goldstein or Shaun Finnie shall cease to be employed by Evercore or no longer provide services under this Agreement prior to execution of a definitive document with respect to any Exchange Offer, Restructuring, and/or Financing and is not promptly replaced by Evercore with an investment banker of equivalent experience and expertise reasonably satisfactory to the Company, and (ii) this Agreement is terminated by the Company within 15 days of the Company becoming aware that Stephen Goldstein or Shaun Finnie is no longer employed by Evercore, the Company shall not be obligated to pay Evercore the Tail Fee but, instead, shall pay to Evercore a proportionate Exchange Offer Fee, Restructuring Fee, and/or Financing Fee, as the case may be, determined in good faith discussions between Evercore and the Company.

7. Nothing in this Agreement, expressed or implied, is intended to confer or does confer on any person or entity other than the parties hereto or their respective successors and assigns, and to the extent expressly set forth in accordance with the indemnification agreement ("Indemnification Agreement") attached to this Agreement as Schedule 1, the Indemnified Persons (as defined in the Indemnification Agreement), any rights or remedies under or by reason of this Agreement or as a result of the services to be rendered by Evercore hereunder. The Company acknowledges that Evercore is not acting as an agent of the Company or in a fiduciary capacity with respect to the Company and that Evercore is not assuming any duties or obligations other than those expressly set forth in this Agreement. Nothing contained herein shall be construed as creating, or be deemed to create, the relationship of employer and employee between the parties, nor any agency, joint venture or partnership. Evercore shall at all times be and be deemed to be an independent contractor. Nothing herein is intended to create or shall be construed as creating a fiduciary relationship between Evercore and the Company or its Board of Directors. No party to this Agreement nor its employees or agents shall have any authority to act for or to bind the other party in any way or to sign the name of the other party or to represent that that the other party is in any way responsible for the acts or omissions of such party.
8. As part of the compensation payable to Evercore hereunder, the Company agrees to indemnify Evercore and certain related persons in accordance with the Indemnification Agreement. The provisions of the Indemnification Agreement are an integral part of this Agreement, and the terms thereof are incorporated by reference herein. The provisions of the Indemnification Agreement shall survive any termination or completion of Evercore's engagement hereunder.
9. The Company agrees that it is solely responsible for any decision regarding a transaction, regardless of the advice provided by Evercore with respect to such a transaction. The Company acknowledges that the Company's appointment of Evercore pursuant to this Agreement is not intended to achieve or guarantee the closing of a transaction and that Evercore is not in a position to guarantee the achievement or closing of a transaction.
10. The Company recognizes that Evercore has been engaged only by the Company and that the Company's engagement of Evercore is not deemed to be on behalf of and is not intended to confer rights on any shareholder, partner or other owner of the Company, any creditor, lender or any other person not a party hereto or any of its affiliates or their respective directors, officers, members, agents, employees or representatives. Unless otherwise expressly agreed, no one, other than senior management or the Board of Directors of the Company, is authorized to rely upon the Company's engagement of Evercore or any statements, advice, opinions or conduct by Evercore. Without limiting the foregoing, any advice, written or oral, rendered to the Company's Board of Directors or senior management in the course of the Company's engagement of Evercore are solely for the purpose of assisting senior management or the Board of Directors of the Company, as the case may be, in evaluating the Exchange Offer, Restructuring, Financing or other transaction and does

not constitute a recommendation to any stakeholder of the Company that such stakeholder might or should take in connection with a transaction. Any advice, written or oral, rendered by Evercore may not be disclosed publicly or made available to third parties without the prior written consent of Evercore.

11. In order to coordinate Evercore's efforts on behalf of the Company during the period of Evercore's engagement hereunder, the Company will promptly inform Evercore of any relevant discussions, negotiations, or inquiries regarding a potential transaction, including any such relevant discussions or inquiries that have occurred during the six month period prior to the date of this Agreement.
12. This Agreement (including the Indemnification Agreement) between Evercore and the Company, embodies the entire agreement and understanding between the parties hereto and supersedes all prior agreements and understandings relating to the subject matter hereof. If any provision of this Agreement is determined to be invalid or unenforceable in any respect, such determination will not affect this Agreement in any other respect, which will remain in full force and effect. This Agreement may not be amended or modified except in writing signed by each of the parties.
13. In the event that, as a result of or in connection with Evercore's engagement for the Company, Evercore becomes involved in any legal proceeding or investigation or is required by government regulation, subpoena or other legal process to produce documents, or to make its current or former personnel available as witnesses at deposition or trial, the Company will reimburse Evercore for the reasonable fees and expenses of its counsel incurred in responding to such a request. In the event that Evercore is requested or required in connection with any legal proceeding or investigation to disclose any of Lightstream's confidential information, Evercore shall, except as prohibited by law, promptly provide the Company with written notice of such request or requirement in advance of complying with the same so that the Company may seek an appropriate protective order or other remedy. Nothing in this paragraph shall affect in any way the Company's obligations pursuant to the separate Indemnification Agreement attached hereto.
14. The Company agrees that Evercore shall have the right to place advertisements in financial and other newspapers and journals at its own expense describing its services to the Company hereunder, provided that Evercore will provide the Company a copy of such advertisement three business days prior to publication.
15. The Company acknowledges that Evercore, in the ordinary course, may have received information and may receive information from third parties which could be relevant to this engagement but is nevertheless subject to a contractual, equitable or statutory obligation of confidentiality, and that Evercore is under no obligation hereby to disclose any such information or include such information in its analysis or advice provided to the Company. In addition, Evercore or one or more of its affiliates may in the past have had, and may currently or in the future have, investment banking, investment management, financial advisory or other relationships with the Company

and its affiliates, potential parties to a Transaction and their affiliates or persons that are competitors, customers or suppliers of (or have other relationships with) the Company or its affiliates or potential parties to a Transaction or their affiliates, and from which conflicting interests or duties may arise. Evercore acknowledges its responsibility to comply with applicable securities laws as they relate to the trading of securities while in possession of material non-public information and further acknowledges that it has in place information barriers to protect the unauthorized transmission of this information to employees of Evercore and its affiliates engaged in the trading of securities.

Nothing contained herein shall limit or preclude Evercore or any of its affiliates from carrying on (i) any business with or from providing any financial or non-financial services to any party whatsoever, including, without limitation, any competitor, supplier or customer of the Company, or any other party which may have interests different from or adverse to the Company or (ii) its business as currently conducted or as such business may be conducted in the future. Notwithstanding the foregoing, during the term of this Agreement, Evercore will not be engaged to provide investment banking financial advisory services to any Party (other than the Company) in connection with an Exchange Offer, Restructuring, and/or Financing. Evercore is not aware of any actual or potential conflicts on its part or on the part of its affiliates which could reasonably be expected, in Evercore's sole judgment, to negatively affect Evercore's ability to provide independent advice to the Company with respect to the matters contemplated by this Agreement. The Company also acknowledges that Evercore and its affiliates engage in a wide range of activities for their own accounts and the accounts of customers, including corporate finance, mergers and acquisitions, equity sales, trading and research, private equity, asset management and related activities. In the ordinary course of such businesses, Evercore and its affiliates may at any time, directly or indirectly, hold long or short positions and may trade or otherwise effect transactions for their own accounts or the accounts of customers, in debt or equity securities, senior loans and/or derivative products relating to the Company or its affiliates, potential parties to a Transaction and their affiliates or persons that are competitors, customers or suppliers of the Company.

16. The Company agrees to provide and procure all corporate, financial and other information regarding the Company and control persons, as Evercore may require to satisfy its obligations as a U.S. financial institution under the USA PATRIOT Act. In the event that Evercore is requested or required in connection with any legal proceeding or investigation to disclose any of Lightstream's confidential information, Evercore shall, except as prohibited by law, promptly provide the Company with written notice of such request or requirement in advance of complying with the same so that the Company may seek an appropriate protective order or other remedy.
17. For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original

instrument and all of which taken together shall constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by facsimile or other electronic transmission shall constitute valid sufficient delivery thereof.

18. Except as provided herein, the parties hereby irrevocably consent to the exclusive jurisdiction of the courts of the Province of Alberta over any action or proceeding arising out of or relating to this Agreement, and the parties hereby irrevocably agree that all claims in respect of such action or proceeding may be heard in such court of the Province of Alberta. The parties irrevocably agree to waive all rights to trial by jury in any such action or proceeding and irrevocably consent to the service of any and all process in any such action or proceeding by the mailing of copies of such process to each party at its address set forth above. The parties agree that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. The Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta (without regard to conflicts of law principles). The parties further waive any objection to venue in the Province of Alberta and any objection to any action or proceeding in such province on the basis of forum non conveniens.

If the foregoing correctly sets forth the understanding and agreement between Evercore and the Company, please so indicate in the space provided below, whereupon this letter shall constitute a binding agreement as of the date hereof.

[signature page follows]

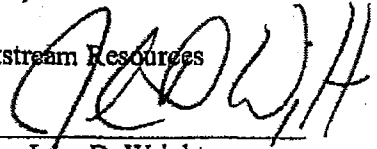
Very truly yours,

Evercore Group L.L.C.

By: 
Stephen Goldstein
Senior Managing Director

Agreed to and Accepted as of the Date
May, 1, 2016:

Lightstream Resources

By: 
John D. Wright
Chief Executive Officer

Schedule I
Indemnification Agreement

May 1, 2016

Lightstream Resources
Attention: John D. Wright, Chief Executive Officer
2800, 525 – 8th Avenue S.W.
Calgary, Alberta T2P 1G1

Mr. Wright:

In connection with the engagement of Evercore Group L.L.C. ("Evercore") to render financial advisory services to Lightstream Resources (the "Company") pursuant to the engagement letter, dated May 1, 2016 the Company and Evercore are entering into this Indemnification Agreement (this "Agreement"). It is understood and agreed that in the event that Evercore or any of its members, partners, officers, directors, advisors, representatives, employees, agents, affiliates or controlling persons, if any (each of the foregoing, including Evercore, an "Indemnified Person"), become involved in any capacity in any claim, action, proceeding or investigation brought or threatened by or against any person, including the Company's stockholders, related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, the Company will promptly reimburse each such Indemnified Person for its reasonable legal and other expenses (including the reasonable cost of any investigation and preparation) as and when they are incurred in connection therewith.

The Company will indemnify and hold harmless each Indemnified Person from and against any losses, claims, damages, liabilities or expense to which any Indemnified Person may become subject under any applicable federal or state law, or otherwise, related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, whether or not any pending or threatened claim, action, proceeding or investigation giving rise to such losses, claims, damages, liabilities or expense is initiated or brought by or on the Company's behalf and whether or not in connection with any claim, action, proceeding or investigation in which the Company or an Indemnified Person is a party, except to the extent that any such loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's gross negligence, bad faith or willful misconduct. The Company also agrees that no Indemnified Person shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Company or its security holders or creditors related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, except to the extent that any loss, claim, damage, liability or expense is found by a court of competent jurisdiction in a judgment which

has become final in that it is no longer subject to appeal or review to have resulted primarily from such Indemnified Person's gross negligence, bad faith or willful misconduct. Each Indemnified Person shall promptly remit to the Company any amounts paid to such Indemnified Person under this Agreement in respect of losses, claims, damages, liabilities or expense that resulted from such Indemnified Person's gross negligence, bad faith or willful misconduct. If multiple claims are brought against Evercore in an arbitration related to, arising out of or in connection with Evercore's engagement, Evercore's performance of any service in connection therewith or any transaction contemplated thereby, with respect to at least one of which such claims indemnification is permitted under applicable law, the Company agrees that any arbitration award shall be conclusively deemed to be based on the claims as to which indemnification is permitted and provided for hereunder, except to the extent the arbitration award expressly states that the award, or any portion thereof, is based solely on a claim as to which indemnification is not available.

If for any reason the foregoing indemnification is unavailable to an Indemnified Person or insufficient to hold it harmless, then the Company shall contribute to the loss, claim, damage, liability or expense for which such indemnification is unavailable or insufficient in such proportion as is appropriate to reflect the relative benefits received, or sought to be received, by the Company and its security holders on the one hand and the party entitled to contribution on the other hand in the matters contemplated by Evercore's engagement as well as the relative fault of the Company and such party with respect to such loss, claim, damage, liability or expense and any other relevant equitable considerations. The Company agrees that for the purposes hereof the relative benefits received, or sought to be received, by the Company and its security holders and Evercore shall be deemed to be in the same proportion as (i) the aggregate consideration paid or contemplated to be paid or received or contemplated to be received by the Company or its security holders, as the case may be, pursuant to a transaction contemplated by the engagement (whether or not consummated) for which Evercore has been engaged to perform financial advisory services bears to (ii) the fees paid or payable to Evercore in connection with such engagement; provided, however, that, to the extent permitted by applicable law, in no event shall Evercore or any other Indemnified Person be required to contribute an aggregate amount in excess of the aggregate fees actually paid to Evercore for such financial advisory services. The Company and Evercore agree that it would not be just and equitable if contribution hereunder were determined by pro rata allocation or by any other method that does not take into account the equitable considerations referred to herein. The Company's reimbursement, indemnity and contribution obligations under this Agreement shall be in addition to any liability which the Company may otherwise have, shall not be limited by any rights Evercore or any other Indemnified Person may otherwise have and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Company, Evercore, and any other Indemnified Persons.

If any claim, action, proceeding or investigation shall be brought, threatened or asserted against an Indemnified Person in respect of which indemnity may be sought against the Company, Evercore shall promptly notify the Company in writing, and the Company shall be entitled, at its expense, and upon delivery of written notice to Evercore, to assume the defense thereof with

counsel reasonably satisfactory to Evercore. Such Indemnified Person shall have the right to employ separate counsel in any such claim, action, proceeding or investigation and to participate in the defense thereof, but the fees and expenses of such counsel shall be at the expense of such Indemnified Person unless (i) the Company has agreed in writing to pay such fees and expenses, (ii) the Company has failed to assume the defense, pursue the defense diligently or to employ counsel in a timely manner or (iii) in such action, claim, suit, proceeding or investigation there is, in the reasonable belief of such Indemnified Person, a conflict of interest or a conflict on any material issue between the Company's position and the position of the Indemnified Person. It is understood, however, that in the situation in which an Indemnified Person is entitled to retain separate counsel pursuant to the preceding sentence, the Company shall, in connection with any one such claim, action, proceeding, investigation or separate but substantially similar or related claims, actions, proceedings or investigations in the same jurisdiction arising out of the same general allegations or circumstances, be liable for the reasonable fees and expenses of only one separate firm of attorneys at any time for all such Indemnified Persons (unless in the reasonable belief of such Indemnified Persons, there is a conflict of interest or a conflict on any material issue between the positions of such Indemnified Persons), which firm shall be designated in writing by Evercore. The Company shall not be liable for any settlement or compromise of any claim, action, proceeding or investigation (or for any related losses, claims, damages, liabilities or expenses) if such settlement or compromise is effected without the Company's prior written consent (which will not be unreasonably withheld).

The Company agrees that, without Evercore's prior written consent, it will not settle, compromise or consent to the entry of any judgment in any pending or threatened claim, action, proceeding or investigation in respect of which indemnification or contribution is reasonably likely to be sought hereunder (whether or not Evercore or any other Indemnified Person is an actual or potential party to such claim, action, proceeding or investigation), unless such settlement, compromise or consent includes an unconditional release from the settling, compromising or consenting party of each Indemnified Person from all liability arising out of such claim, action, proceeding or investigation. No waiver, amendment or other modification of this Agreement shall be effective unless in writing and signed by each party to be bound thereby.

For the convenience of the parties hereto, any number of counterparts of this Agreement may be executed by the parties hereto, each of which shall be an original instrument and all of which taken together shall constitute one and the same Agreement. Delivery of a signed counterpart of this Agreement by facsimile or other electronic transmission shall constitute valid sufficient delivery thereof.

This Agreement and any claim related directly or indirectly to this Agreement shall be governed by and construed in accordance with the laws of the Province of Alberta (without regard to conflicts of law principles). No such claim shall be commenced, prosecuted or continued in any forum other than the courts of the Province of Alberta located in the City of Calgary. Evercore and the Company (on its own behalf and, to the extent permitted by applicable law, on behalf of its stockholders and creditors) waive all right to trial by jury in any claim, action, proceeding or

Lightstream Resources
May, 1 2016
Page 4

counterclaim (whether based upon contract, tort or otherwise) related to or arising out of or in connection with this Agreement.

Each party has all necessary corporate or limited liability company, as applicable, power and authority to enter into this Agreement. All corporate or limited liability company, as applicable, action has been taken by each party necessary for the authorization, execution, delivery of, and the performance of all obligations of each of the parties under the Agreement, and each signatory below is duly authorized to sign this Agreement on behalf of the party it represents.

This Agreement shall remain in effect indefinitely, notwithstanding any termination of Evercore's engagement.

Very truly yours,

Evercore Group L.L.C.

By: 

Stephen Goldstein
Senior Managing Director

Agreed to and Accepted as of the Date
May 1, 2016:

Lightstream Resources

By: 

John D. Wright
Chief Executive Officer