

SECURITIES AND EXCHANGE COMMISSION

FORM S-8

Initial registration statement for securities to be offered to employees pursuant to employee benefit plans

Filing Date: **2016-09-02**
SEC Accession No. [0001654954-16-001972](#)

([HTML Version](#) on [secdatabase.com](#))

FILER

Pretium Resources Inc.

CIK: [1508844](#) | IRS No.: **000000000** | State of Incorporation: **A1** | Fiscal Year End: **1231**
Type: **S-8** | Act: **33** | File No.: [333-213450](#) | Film No.: **161866834**
SIC: **1000** Metal mining

Mailing Address

*SUITE 2300, 1055
DUNSMUIR STREET
PO BOX 49334
VANCOUVER A1 V7X 1L4*

Business Address

*SUITE 2300, 1055
DUNSMUIR STREET
PO BOX 49334
VANCOUVER A1 V7X 1L4
604-558-1784*

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM S-8
REGISTRATION STATEMENT
UNDER
THE SECURITIES ACT OF 1933

PRETIUM RESOURCES INC.

(Exact name of Registrant as specified in its charter)

British Columbia, Canada
(State or other jurisdiction of
incorporation or organization)

Not applicable
(IRS Employer
Identification No.)

1055 Dunsmuir Street, Suite 2300
Vancouver, British Columbia
Canada V7X 1L4
(604) 558-1784

(Address, including zip code, of Registrant's principal executive offices)

Incentive Stock Option Plan of Pretium Resources Inc.
Pretium Resources Inc. 2015 Restricted Share Unit Plan
(Full titles of the plans)

Puglisi & Associates
(Name and address of agent for service)

850 Library Avenue, Suite 204
Newark, Delaware 19711
(302) 738-6680
(Telephone number, including area code, of agent for service)

COPIES TO:

Joseph J. Ovsenek
Pretium Resources Inc.
1055 Dunsmuir Street, Suite 2300
Vancouver, British Columbia
Canada V7X 1L4
(604) 558-1784

Edwin S. Maynard
Paul, Weiss, Rifkind,
Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019-6064
(212) 373-3000

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, or a smaller reporting company. See the definitions of “large accelerated filer,” “accelerated filer” and “smaller reporting company” in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input checked="" type="checkbox"/>	Accelerated filer	<input type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company.)	Smaller reporting company	<input type="checkbox"/>

CALCULATION OF REGISTRATION FEE				
Title of Securities to be Registered	Amount to be Registered(1)	Proposed Maximum Offering Price Per Share (2)	Proposed Maximum Aggregate Offering Price	Amount of Registration Fee
Common Shares (no par value) issuable pursuant to options outstanding under the Incentive Stock Option Plan (3)	1,500,000 shares (2)	US\$10.15	US\$15,225,000	US\$1533.16
Common Shares (no par value) issuable pursuant to options outstanding under the 2015 Restricted Share Unit Plan (3)	1,500,000 shares (2)	US\$10.15	US\$15,225,000	US\$1533.16

- (1) Pursuant to Rule 416 promulgated under the Securities Act of 1933, as amended (the "Securities Act"), this registration statement (the "Registration Statement") also covers an indeterminate number of additional common shares of Pretium Resources Inc. (the "Registrant"), no par value (the "Common Shares"), that may be offered or issued by reason of certain corporate transactions or events, including any stock dividend, stock split or any other similar transaction effected which results in an increase in the number of Common Shares.
- (2) Estimated for the purpose of calculating the registration fee in accordance with Rule 457(c) and 457(h) of the Securities Act, based on the average of the high and low prices of the Common Shares reported on the New York Stock Exchange on August 29, 2016, which was US\$10.15 per share.
- (3) Includes rights to purchase additional shares pursuant to the Shareholder Rights Plan Agreement dated as of April 12, 2016, between Pretium Resources Inc. and Computershare Investor Services Inc. No separate consideration is paid for these rights and, as a result, the registration fee for these rights is included in the fee for the shares registered hereby.

PART I

INFORMATION REQUIRED IN THE SECTION 10(a) PROSPECTUS

Item 1. Plan Information.

The documents containing the information specified in Part I of Form S-8 will be sent or given to participants in the Incentive Stock Option Plan of Pretium Resources Inc. and the Pretium Resources Inc. 2015 Restricted Share Unit Plan, respectively, as specified by Rule 428(b)(1) under the Securities Act of 1933, as amended (the “Securities Act”). In accordance with the rules and regulations of the U.S. Securities and Exchange Commission (the “Commission”) and the instructions to Form S-8, such documents are not being filed with the Commission, but each such document constitutes, along with the documents incorporated by reference into this Registration Statement, a prospectus that meets the requirements of Section 10(a) of the Securities Act.

Item 2. Registrant Information and Employee Plan Annual Information.

Pretium Resources Inc. (the “Registrant”) will furnish without charge to each person to whom a prospectus is delivered, upon the written or oral request of such person, a copy of any and all of the documents incorporated by reference in Item 3 of Part II of this Registration Statement, other than exhibits to such documents (unless such exhibits are specifically incorporated by reference to the information that is incorporated). Those documents are incorporated by reference in each Section 10(a) prospectus. The Registrant will also furnish without charge to any person to whom a prospectus is delivered, upon written or oral request, all other documents required to be delivered pursuant to Rule 428(b) under the Securities Act. Requests should be directed to the Corporate Secretary of Pretium Resources Inc. at 1055 Dunsmuir Street, Suite 2300 Vancouver, British Columbia, Canada V7X 1L4, telephone: (604) 558-1784.

PART II

INFORMATION REQUIRED IN THE REGISTRATION STATEMENT

Item 3. Incorporation of Documents by Reference

The following documents filed with or furnished to the Commission are incorporated herein by reference:

1. The Registrant's Annual Report on Form 40-F for the fiscal year ended December 31, 2015, filed with the Commission on March 28, 2016;
2. All reports filed by the Registrant pursuant to Sections 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended (the "Exchange Act") since December 31, 2015; and
3. A description of the common shares of the Registrant included in (i) the Registrant's Registration Statement on Form 8-A (File No. 001-35393) filed with the Commission on June 10, 2016 and (ii) Exhibit 99.1 to the Registrant's Registration Statement on Form 40-F, filed with the Commission on January 9, 2012.

All documents subsequently filed by the Registrant pursuant to Sections 13(a), 13(c), 14 and 15(d) of the Exchange Act, prior to the filing of a post-effective amendment which indicates that all securities offered have been sold or which deregisters all securities then remaining unsold, shall be deemed to be incorporated by reference in this Registration Statement and to be part thereof from the date of filing of such documents. Also, the Registrant may incorporate by reference its future reports on Form 6-K by stating in those Form 6-K's that they are being incorporated by reference into this Registration Statement.

Any statement contained in a document incorporated or deemed to be incorporated by reference herein shall be deemed to be modified or superseded for purposes of this Registration Statement to the extent that a statement contained in this Registration Statement, or in any other subsequently filed document which also is or is deemed to be incorporated by reference in this Registration Statement, modifies or supersedes such statement. Any such statement so modified or superseded shall not be deemed, except as so modified or superseded, to constitute a part of this Registration Statement.

Item 4. Description of Securities

Not Applicable.

Item 5. Interests of Named Experts and Counsel

Certain scientific and technical information incorporated by reference herein has been reviewed and verified by Kenneth C. McNaughton, who is the Registrant's Vice President and Chief Exploration Officer and who holds 430,500 common shares of the Registrant, 860,000 options to purchase common shares of the Registrant and 60,000 restricted share units of the Registrant, and Ian I Chang, who is the Registrant's former Vice President, Project Development and who holds 2,553 common shares of the Registrant and 155,000 options to purchase common shares of the Registrant.

Item 6. Indemnification of Directors and Officers

Sections 160 to 163 of the Business Corporations Act (British Columbia) provide as follows:

160 Subject to section 163, a company may do one or both of the following:

- (a) indemnify an eligible party against all eligible penalties to which the eligible party is or may be liable;
- (b) after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by an eligible party in respect of that proceeding.

161 Subject to section 163, a company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by the eligible party in respect of that proceeding if the eligible party

- (a) has not been reimbursed for those expenses, and
- (b) is wholly successful, on the merits or otherwise, in the outcome of the proceeding or is substantially successful on the merits in the outcome of the proceeding.

162 (1) Subject to section 163 and subsection (2) of this section, a company may pay, as they are incurred in advance of the final disposition of an eligible proceeding, the expenses actually and reasonably incurred by an eligible party in respect of that proceeding.

(2) A company must not make the payments referred to in subsection (1) unless the company first receives from the eligible party a written undertaking that, if it is ultimately determined that the payment of expenses is prohibited by section 163, the eligible party will repay the amounts advanced.

163 (1) A company must not indemnify an eligible party under section 160 (a) or pay the expenses of an eligible party under section 160 (b), 161 or 162 if any of the following circumstances apply:

- (a) if the indemnity or payment is made under an earlier agreement to indemnify or pay expenses and, at the time that the agreement to indemnify or pay expenses was made, the company was prohibited from giving the indemnity or paying the expenses by its memorandum or articles;
- (b) if the indemnity or payment is made otherwise than under an earlier agreement to indemnify or pay expenses and, at the time that the indemnity or payment is made, the company is prohibited from giving the indemnity or paying the expenses by its memorandum or articles;
- (c) if, in relation to the subject matter of the eligible proceeding, the eligible party did not act honestly and in good faith with a view to the best interests of the company or the associated corporation, as the case may be;
- (d) in the case of an eligible proceeding other than a civil proceeding, if the eligible party did not have reasonable grounds for believing that the eligible party's conduct in respect of which the proceeding was brought was lawful.

(2) If an eligible proceeding is brought against an eligible party by or on behalf of the company or by or on behalf of an associated corporation, the company must not do either of the following:

- (a) indemnify the eligible party under section 160 (a) in respect of the proceeding;

(b) pay the expenses of the eligible party under section 160 (b), 161 or 162 in respect of the proceeding.

Part 20 of the Registrant's Articles contain the following provisions with respect to the protection and indemnification of its directors and officers:

"Indemnification

20.1 Definitions. In this Part 20:

(a) "eligible penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an eligible proceeding;

(b) "eligible proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which a director, former director of the Company or an affiliate of the Company (an "eligible party") or any of the heirs and legal personal representatives of the eligible party, by reason of the eligible party being or having been a director of the Company or an affiliate of the Company:

(i) is or may be joined as a party; or

(ii) is or may be liable for or in respect of a judgment, penalty or fine in, or expenses related to, the proceeding;

(c) "expenses" has the meaning set out in the Business Corporations Act;

20.2 Mandatory Indemnification of Directors and Former Directors. Subject to the Business Corporations Act, the Company must indemnify and advance expenses of a director or former director of the Company and his or her heirs and legal personal representatives against all eligible penalties to which such person is or may be liable, and the Company must, after the final disposition of an eligible proceeding, pay the expenses actually and reasonably incurred by such person in respect of that proceeding. Each director is deemed to have contracted with the Company on the terms of the indemnity contained in this Article 20.2.

20.3 Indemnification of Other Persons. Subject to any restrictions in the Business Corporations Act, the Company may indemnify any person.

20.4 Non-Compliance with Business Corporations Act. The failure of a director or former director of the Company to comply with the Business Corporations Act or these Articles does not invalidate any indemnity to which he or she is entitled under this Part.

20.5 Company May Purchase Insurance. The Company may purchase and maintain insurance for the benefit of any person (or his or her heirs or legal personal representatives) who:

(a) is or was a director, officer, employee or agent of the Company;

(b) is or was a director, officer, employee or agent of a corporation at a time when the corporation is or was an affiliate of the Company;

(c) at the request of the Company, is or was a director, officer, employee or agent of a corporation or of a partnership, trust, joint venture or other unincorporated entity;

(d) at the request of the Company, holds or held a position equivalent to that of a director or officer of a partnership, trust, joint venture or other unincorporated entity;

against any liability incurred by him or her as such director, officer, employee or agent or person who holds or held such equivalent position.”

The Registrant maintains Directors’ & Officers’ Liability and Fiduciary Liability insurance which protect it and individual directors and officers against claims made, provided they acted in good faith on its behalf, subject to policy restrictions.

Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers or persons controlling the Registrant pursuant to the foregoing provisions, the Registrant has been informed that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is therefore unenforceable.

Item 7. Exemption from Registration Claimed

Not Applicable.

Item 8. Exhibits

The exhibits listed under the caption “Exhibits Index” of this Registration Statement are incorporated by reference herein.

Item 9. Undertakings

The Registrant hereby undertakes:

- (a)(1) To file during any period in which offers or sales are being made, a post-effective amendment to this registration statement:
 - (i) to include any prospectus required by Section 10(a)(3) of the Securities Act;
 - (ii) to reflect in the prospectus any facts or events arising after the effective date of the registration statement (or the most recent post-effective amendment thereof) which, individually or in the aggregate, represent a fundamental change in the information set forth in the registration statement. Notwithstanding the foregoing, any increase or decrease in the volume of securities offered (if the total dollar value of securities offered would not exceed that which was registered) and any deviation from the low or high end of the estimated maximum offering range may be reflected in the form of prospectus filed with the Commission pursuant to Rule 424(b) if, in the aggregate, the changes in volume and price represent no more than a 20% change in the maximum aggregate offering price set forth in the “Calculation of Registration Fee” table in the effective registration statement;
 - (iii) to include any material information with respect to the plan of distribution not previously disclosed in the registration statement or any material change to such information in the registration statement;

provided, however, that, paragraphs (a)(1)(i) and (a)(1)(ii) above do not apply if the information required to be included in a post-effective amendment by those paragraphs is contained in reports filed with or furnished to the Commission by the Registrant pursuant to Section 13 or Section 15(d) of the Exchange Act that are incorporated by reference in the registration statement;

- (2) That, for the purpose of determining any liability under the Securities Act, each such post-effective amendment shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering thereof.
- (3) To remove from registration by means of a post-effective amendment any of the securities being registered hereby which remain unsold at the termination of the offering.
- (b) The Registrant hereby undertakes that, for purposes of determining any liability under the Securities Act, each filing of the Registrant's annual report pursuant to Section 13(a) or Section 15(d) of the Exchange Act (and, where applicable, each filing of an employee benefit plan's annual report pursuant to Section 15(d) of the Exchange Act) that is incorporated by reference in the registration statement shall be deemed to be a new registration statement relating to the securities offered therein, and the offering of such securities at that time shall be deemed to be the initial bona fide offering hereof.
- (c) Insofar as indemnification for liabilities arising under the Securities Act may be permitted to directors, officers and controlling persons of the Registrant pursuant to the foregoing provisions, or otherwise, the Registrant has been advised that in the opinion of the Commission such indemnification is against public policy as expressed in the Securities Act and is, therefore, unenforceable. In the event that a claim for indemnification against such liabilities (other than the payment by the Registrant of expenses incurred or paid by a director, officer or controlling person of the Registrant in the successful defense of any action, suit or proceeding) is asserted by such director, officer or controlling person in connection with the securities being registered, the Registrant will, unless in the opinion of its counsel the matter has been settled by controlling precedent, submit to a court of appropriate jurisdiction the question whether such indemnification by it is against public policy as expressed in the Securities Act and will be governed by the final adjudication of such issue.

SIGNATURES

Pursuant to the requirements of the Securities Act of 1933, as amended, the Registrant certifies that it has reasonable grounds to believe that it meets the requirements for filing on Form S-8 and has duly caused this Registration Statement to be signed on its behalf by the undersigned, thereunto duly authorized, in the City of Vancouver, Province of British Columbia, Country of Canada, on the 1st day of September, 2016.

PRETIUM RESOURCES INC.

By: /s/ Robert A. Quartermain

Name: Robert A. Quartermain

Title: Chief Executive Officer

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that each person whose signature appears below constitutes and appoints Robert A. Quartermain, Chief Executive Officer and Director of Pretium Resources Inc., and Joseph J. Ovsenek, President and Director of Pretium Resources Inc., or either of them, his or her true and lawful attorneys-in-fact and agents, each of whom may act alone, with full powers of substitution and resubstitution, for him or her and in his or her name, place and stead, in any and all capacities, to sign any or all amendments to this Registration Statement, including post-effective amendments to this Registration Statement and registration statements filed pursuant to Rule 429 under the Securities Act of 1933, as amended, and to file the same, with all exhibits thereto, and other documents and in connection therewith, with the Securities and Exchange Commission, granting unto said attorneys-in-fact and agents, and each of them full power and authority to do and perform each and every act and thing requisite and necessary to be done in and about the premises, as fully to all intents and purposes as he or she might or could do in person, and hereby ratifies and confirms all his or her said attorneys-in-fact and agents or any of them or his or her substitute or substitutes may lawfully do or cause to be done by virtue hereof.

This Power of Attorney may be executed in multiple counterparts, each of which shall be deemed an original, but which taken together shall constitute one instrument.

Pursuant to the requirements of the Securities Act of 1933, as amended, this Registration Statement has been signed below by the following persons in the capacities indicated on September 1, 2016.

Signature	Title
<hr/> /s/ Robert A. Quartermain <hr/> Robert A. Quartermain	Chief Executive Officer and Director (Principal executive officer)
<hr/> /s/ Tom S.Q. Yip <hr/> Tom S.Q. Yip	Chief Financial Officer (Principal financial officer and principal accounting officer)
<hr/> /s/ Nicole Adshead-Bell <hr/> Nicole Adshead-Bell	Director
<hr/> /s/ Peter Birkey <hr/> Peter Birkey	Director
<hr/> /s/ Christopher Noel Dunn <hr/> Christopher Noel Dunn	Director
<hr/> /s/ Ross Mitchell <hr/> Ross Mitchell	Director
<hr/> /s/ Joseph J. Ovsenek <hr/> Joseph J. Ovsenek	Director
<hr/> /s/ George Paspalas <hr/> George Paspalas	Director
<hr/> /s/ Shaoyang Shen <hr/> Shaoyang Shen	Director

AUTHORIZED REPRESENTATIVE

Pursuant to the requirements of Section 6(a) of the Securities Act of 1933, as amended, the undersigned has signed this Registration Statement, solely in the capacity of the duly authorized representative of Pretium Resources Inc. in the United States, on the 1st day of September, 2016.

PUGLISI & ASSOCIATES

By: /s/ Donald J. Puglisi
Name: Donald J. Puglisi
Title: Managing Director

INDEX TO EXHIBITS

4.1	Certificate of Incorporation of Pretium Resources Inc. (incorporated by reference to Exhibit 4.1 to the Registrant's Registration Statement on Form S-8 filed on April 14, 2015).
4.2	Articles of Pretium Resources Inc. (incorporated by reference to Exhibit 4.2 to the Registrant's Registration Statement on Form S-8 filed on April 14, 2015).
4.3*	Incentive Stock Option Plan of Pretium Resources Inc., dated as of March 10, 2016.
4.4*	Pretium Resources Inc. 2015 Restricted Share Unit Plan, dated as of December 8, 2015.
5.1*	Opinion of Blake, Cassels & Graydon LLP as to legality of the Common Shares.
23.1*	Consent of Blake, Cassels & Graydon LLP (included in Exhibit 5.1 to this Registration Statement).
23.2*	Consent of PricewaterhouseCoopers LLP, Independent Registered Public Accountant.
23.3*	Consent of Tetra Tech.
23.4*	Consent of Snowden Mining Industry Consultants Inc.
23.5*	Consent of AMC Mining Consultants (Canada) Ltd.
23.6*	Consent of ERM Rescan.
23.7*	Consent of BGC Engineering Inc.
23.8*	Consent of Alpine Solutions Avalanche Services.
23.9*	Consent of Valard Construction.
23.10*	Consent of Ian I Chang M.A.Sc., P.Eng.
23.11*	Consent of Kenneth C. McNaughton, M.A.Sc., P.Eng.
24.1*	Powers of Attorney (included on signature pages of this Part II).

* Filed herewith.

**INCENTIVE STOCK OPTION PLAN
OF
PRETIUM RESOURCES INC.
dated as of March 10, 2016**

1. Purpose of the Plan

1.1 The purpose of the Plan is to (a) attract and retain superior directors, officers, advisors, employees and other persons or companies engaged to provide ongoing services to the Company, to provide an incentive for such persons to put forth maximum effort for the continued success and growth of the Company, and in combination with these goals, to encourage their participation in the performance of the Company; and (b) closely align the personal interests of such directors, officers, advisors, employees and other persons or companies with those of the Shareholders by providing them with the opportunity, through the grant of Options, to acquire Shares.

2. Definitions

2.1 For the purposes of the Plan, the following terms have the respective meanings set forth below:

- (a) “**Associate**” has the same meaning ascribed to that term under Subsection 2.22 of National Instrument 45-106;
- (b) “**Black-Out Period**” means that period during which a trading black-out period is imposed by the Company to restrict trades in the Company’s securities by an Eligible Person or Permitted Assign;
- (c) “**Board**” means the board of directors of the Company;
- (d) “**Compensation and Corporate Governance Committee**” means the committee of the Board as constituted from time to time to oversee compensation and corporate governance matters;
- (e) “**Consultant**” means an individual, other than an employee, director or officer of the Company or its Related Entity or a registrant under the *Securities Act* (British Columbia), that:
 - (i) is engaged to provide on a *bona fide* basis, consulting, technical, management or other services to the Company or Related Entity of the Company, other than services provided in relation to a distribution, services provided by registrants and services that include investor relations activities;
 - (ii) provides the services under a written contract between the Company or its Related Entity and the individual Consultant or a Consultant Company or Consultant Partnership of the individual; and
 - (iii) in the reasonable opinion of the Board, spends or will spend a significant amount of time and attention on the affairs and business of the Company or Related Entity of the Company;
- (f) “**Consultant Company**” means for an individual Consultant, the company of which the individual consultant is an employee or shareholder;
- (g) “**Consultant Partnership**” means for an individual consultant, a partnership of which the individual Consultant is an employee or partner;

- (h) “**Company**” means Pretium Resources Inc., a corporation incorporated under the British Columbia *Business Corporations Act*, or its successors;
- (i) “**Disability**” means a physical injury or mental incapacity of a nature which the Board determines prevents or would prevent the Optionee from satisfactorily performing the substantial and material duties of his or her position with the Company;
- (j) “**Eligible Person**” means, from time to time, any *bona fide* director, senior officer or employee of the Company or the Related Entity of the Company, any Permitted Consultant and any Permitted Assign;
- (k) “**Exchange**” means, if the Shares are listed on the TSX, the TSX and, if the Shares are not listed on the TSX, any other principal exchange upon which the Shares are listed;
- (l) “**Grant Date**” means the date on which an Option is granted to an Eligible Person;
- (m) “**Insider**” has the same meaning ascribed to that term as set out in the *Securities Act* (British Columbia) and includes Associates and Affiliates of an Insider, but excludes a director or senior officer of a subsidiary or Related Entity of the Company unless such director or senior officer
 - (i) in the ordinary course receives or has access to information as material facts or material changes concerning the Company before the material facts or material changes are generally disclosed;
 - (ii) is a director or senior officer of a major subsidiary (as defined in National Instrument 55-101); or
 - (iii) is an Insider of the Company in a capacity other than as a director or senior officer of the subsidiary or Related Entity;
- (n) “**Market Value**” of a Share means, on any given day:
 - (i) where the Share is not listed on an Exchange, the fair market value of a Share on that day determined by the Board in good faith; and
 - (ii) where the Share is listed on an Exchange, the last daily closing price per Share on the Exchange on the trading day immediately preceding the relevant date and if there was no sale on the Exchange on such date, then the last sale prior thereto;
- (o) “**Option**” means the right to purchase a Share under the Plan;
- (p) “**Option Period**” has the meaning ascribed to that term in Subsection 6.3 hereof;
- (q) “**Option Price**” means the price per Share at which Shares may be purchased under the Option, as determined pursuant to Paragraph 5.1(b) hereof and as may be adjusted in accordance with Section 10 hereof;
- (r) “**Optionee**” means an Eligible Person to whom an Option has been granted;
- (s) “**Permitted Assign**” means for a person that is an employee, executive officer, director or Consultant of the Company or Related Entity, a holding entity (as defined in National Instrument 45-106) of the person or an RRSP or RRIF of the person;

(t) **“Permitted Consultant”** means a Consultant, a Consultant Company or Consultant’s Partnership;

- (u) **“Plan”** means the Incentive Stock Option Plan of the Company as set forth herein as the same may be amended and/or restated from time to time;
- (v) **“Redundancy”** means the termination of employment due to the fact that,
 - (i) the person’s employer has ceased or intends to cease:
 - (A) to carry on business for the purposes of which the employee was employed by him, or
 - (B) to carry on that business in the place where the employee was so employed, or
 - (ii) the requirements of that business:
 - (A) for employees to carry out work of a particular kind, or
 - (B) for employees to carry out work of a particular kind in the place where the employee was employed by the employer,have ceased or diminished or are expected to cease or diminish;
- (w) **“Related Entity”** means a person that is controlled by the Company or is controlled by the same person that controls the Company and “control” for the purpose of this definition has the same meaning as set out in section 2.23 of National Instrument 45-106;
- (x) **“Retirement”** means the termination of employment due to retirement of an Optionee on or after such Optionee’s normal retirement date under the applicable retirement plan or policy of his or her employer or due to early retirement with the consent of the Board;
- (y) **“Regulators”** has the meaning ascribed to that term in Section 11.1 hereof;
- (z) **“Share”** means a Common share without nominal or par value in the capital of the Company;
- (aa) **“Shareholder”** means a holder of one or more Shares; and
- (bb) **“TSX”** means the Toronto Stock Exchange.

2.2 Unless otherwise indicated, all dollar amounts referred to in this Plan are in Canadian funds.

2.3 As used in this Plan, words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa, unless the context otherwise requires and references to person includes any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), unincorporated association, trust, trustee, executor, administrator or other legal representative.

3. Administration of the Plan

3.1 The Plan shall be administered by the Board with the assistance of the Compensation and Corporate Governance Committee and the Chief Executive Officer as provided herein.

3.2 The members of the Compensation and Corporate Governance Committee shall be appointed from time to time by, and serve at the pleasure of, the Board. A majority of the Compensation and Corporate Governance Committee shall constitute a quorum thereof. Acts approved in writing by all members of the Compensation and Corporate Governance Committee shall constitute valid acts of the Compensation and Corporate Governance Committee as if taken at a meeting at which a quorum was present.

3.3 The Chief Executive Officer of the Company shall periodically make recommendations to the Compensation and Corporate Governance Committee as to the grant of Options.

3.4 The Compensation and Corporate Governance Committee shall, on at least an annual basis, make recommendations to the Board as to the grant of Options.

3.5 The Board may wait until such time as the financial statements of the preceding fiscal year are approved by the Board before making any determination regarding the grant of Options.

3.6 In addition to the powers granted to the Board under the Plan and subject to the terms of the Plan, the Board shall have full and complete authority to grant Options, to interpret the Plan, to prescribe such rules and regulations as it deems necessary for the proper administration of the Plan and to make such determinations and to take such actions in connection therewith as it deems necessary or advisable. Any such interpretation, rule, determination or other act of the Board shall be conclusively binding upon all persons.

3.7 The Board may authorize one or more officers of the Company to execute and deliver and to receive documents on behalf of the Company.

4. Shares Subject to the Plan

4.1 The maximum number of Shares that may be reserved for issuance pursuant to Options granted under the Plan shall not at any time exceed 10% of the total number of issued and outstanding Shares at the Grant Date of the Options, subject to adjustment as provided in Section 10 hereof and subject to reloading permitted under Subsection 4.4 (which reloading shall increase the aggregate number of Shares that may be issued under the Plan by the number of additional Shares permitted to be reserved under Subsection 4.4).

4.2 The total number of Shares that may be reserved for issuance to any one person pursuant to Options granted under the Plan in any one year shall not exceed 5% of the Shares of the Company issued and outstanding on a non-diluted basis on the Grant Date of the Options.

4.3 Anything in this Plan to the contrary notwithstanding:

- (a) the maximum number of Shares that may be reserved for issuance pursuant to Options granted under the Plan to Insiders of the Company, together with the number of Shares reserved for issuance to such Insiders under the Company's other previously established or proposed share compensation arrangements, shall not exceed 10% of the issued and outstanding Shares on a non-diluted basis at the Grant Date of the Options;
- (b) the maximum number of Shares which may be issued to Insiders of the Company within any one-year period, pursuant to Options granted under the Plan when taken together with the number of Shares issued to such Insiders under the Company's other previously established or proposed share compensation arrangements, shall not exceed 10% of the Shares of the Company's issued and outstanding on a non-diluted basis at the end of such period;

- (c) the maximum number of Shares which may be issuable to any individual Insider or consultant of the Company, within a one-year period pursuant to Options granted under the Plan, when taken together with the number of Shares issuable to such Insiders under the Company's other previously established or proposed share compensation arrangements, may be no more than 2% of the total number of issued and outstanding Shares on a non-diluted basis at the end of such period; and
- (d) the maximum number of Shares which may be issuable to the non-employee directors of the Company, as a group, within a one-year period pursuant to options granted under the Stock Option Plan, when taken together with the number of Shares issued to such directors under the Company's other previously established or proposed share compensation arrangements, may be no more than 1% of the total number of issued and outstanding Shares on a non-diluted basis at the end of such period.

Any entitlement to acquire Shares granted pursuant to the Plan or any other options prior to the grantee becoming an Insider shall be excluded for the purposes of the limits set out in paragraph (b) above.

4.4 Options may be granted in respect of authorized and unissued Shares. Shares in respect of which Options have expired, were cancelled or otherwise terminated for any reason without having been exercised shall be available for subsequent Options under the Plan. Options that have been exercised shall be available for subsequent grants under the Plan and the Company shall reserve additional Shares for issuance pursuant to such Options. No fractional Shares may be purchased or issued under the Plan.

5. Grants of Options

5.1 Subject to the provisions of the Plan, the Board shall, from time to time, determine those Eligible Persons to whom Options shall be granted and the Grant Date. Options granted to Eligible Persons in accordance with the requirement hereunder shall be at no cost to the Eligible Person. The Board shall also determine, in connection with each grant of Options:

- (a) the number of Options to be granted;
- (b) the Option Price applicable to each Option, but the Option Price shall not be less than the Market Value per Share on the Grant Date;
- (c) the vesting conditions of the Options, if any; and
- (d) the other terms and conditions (which need not be identical and which, without limitation, may include non-competition provisions) of all Options covered by any grant.

6. Eligibility, Vesting and Terms of Options

6.1 Options may be granted to Eligible Persons only.

6.2 Subject to the adjustments provided for in Section 10 hereof, each Option shall entitle the Optionee to purchase one Share.

6.3 The option period (the "Option Period") of each Option commences on the Grant Date and expires at 4:30 p.m. Vancouver time on the fifth anniversary of the Grant Date. If an Option expires during a Black-Out Period, then, notwithstanding any other provision of the Plan, the Option shall expire 10 business days after the Black-Out Period is lifted by the Company.

6.4 An Option which has vested may be exercised (in each case to the nearest full Share) at any time during the Option Period.

6.5 An Option is personal to the Optionee and may not be sold, transferred, assigned or disposed of in any way except, by will or by the laws governing the devolution of property, to the Optionee's executor, administrator or other personal representative in the event of death of the Optionee, or to a Permitted Assign.

7. **Option Agreement**

7.1 Upon the grant of an Option, the Company and the Optionee shall enter into an option agreement, in a form set out in Appendix "A" attached hereto or in such other form as approved by the Board, which agreement shall set out the Optionee's agreement that the Options are subject to the terms and conditions set forth in the Plan as it may be amended or replaced from time to time, the Grant Date, the name of the Optionee, the Optionee's position with the Company, the number of Options, the Option Price, the expiry date of the Option Period, the conditions (if any) imposed on the exercise of the Option, and such other terms and conditions as the Board may deem appropriate.

8. **Termination of Employment, Engagement or Directorship**

8.1 Optionees shall have 60 days from:

- (a) the date on which the Optionee's employment, engagement or directorship with the Company or its Related Entity is terminated due to Retirement, Disability or Redundancy;
- (b) the date the company by which the employee is employed and by virtue of which the Optionee is an Eligible Person ceases to be a Related Entity of the Company; or
- (c) the date on which the undertaking or part undertaking of the company in which the employee is employed and by virtue of which the Optionee is an Eligible Employee is transferred or sold such that the company is no longer a Related Entity of the Company;

to exercise any Option granted hereunder to the extent such Option was exercisable and had vested on the date of such termination; provided, however, that no Option shall be exercisable following the expiration of the Option Period applicable thereto.

8.2 Any Optionee whose employment, engagement or directorship with the Company or employment with the Company's Related Entity is terminated, other than for cause, at any time in the six months following a change of control of the Company (as hereinafter defined) shall have 90 days from the date of such termination to exercise any Option granted hereunder. All Options granted shall immediately vest on the date of such termination; provided, however, that no Option shall be exercisable following the expiration of the Option Period applicable thereto. For the purposes of this Subsection 8.2, "change of control" shall mean the acquisition by a person, or combination of persons acting in concert, of:

- (a) a sufficient number of the voting rights attached to the outstanding voting securities of the Company which together with the voting securities held by such person or persons, affect materially the control of the Company; or
- (b) more than 50% of the voting rights attached to the outstanding voting securities of the Company;

and such persons or combination of persons did not hold a sufficient number of voting rights to affect materially the control of the Company immediately prior to the time of such acquisition.

8.3 In the event of the death of an Optionee, either while in the employment or engagement or while a director of the Company or its Related Entity or after Retirement or Disability, the Optionee's executor, administrator or other personal representative who have acquired the right to exercise such Option from the Optionee by will or the laws of devolution may, within 365 days from the date of the Optionee's death, exercise any Option granted hereunder to the extent such Option was exercisable and had vested on the date of the Optionee's death; provided, however, that no Option shall be exercisable following the expiration of the Option Period applicable thereto.

8.4 In the event an Optionee's employment, engagement or directorship with the Company or its Related Entity terminates for any reason other than for cause, death, or in the circumstances described in Subsections 8.1, 8.2 or 8.3 hereof, the Optionee may exercise any Option granted hereunder to the extent such Option was exercisable and had vested on the date of termination no later than thirty (30) days after such termination. In the event an Optionee's employment, engagement or directorship is terminated for cause, each Option held by the Optionee that has not been exercised prior to such termination shall lapse and become null and void immediately upon such termination.

8.5 The Board may also in its sole discretion (without the requirement of Shareholder approval) increase the periods permitted to exercise all or any of the Options covered by any Grant following a termination of employment, engagement or directorship as provided in Subsections 8.1, 8.2, 8.3 or 8.4 above, if allowable under applicable law; provided, however, that in no event shall any Option be exercisable following the expiration of the Option Period applicable thereto.

8.6 This Plan, any Option Agreement and any instrument executed in connection therewith will not:

- (a) confer on any Optionee any right to continue in employment, engagement or directorship with the Company or its Affiliates;
- (b) affect the right of the Company, to terminate the employment, engagement or directorship of any Optionee without liability at any time with or without cause;
- (c) impose upon the Board (or, if so delegated, the Compensation and Corporate Governance Committee) or any other person any duty or liability whatsoever (whether in contract, tort, or otherwise howsoever) in connection with:
 - (i) the lapsing of any Option pursuant to the Plan;
 - (ii) the failure or refusal to exercise any discretion under the Plan; or
 - (iii) an Optionee ceasing to be an Eligible Person for any reason whatever.

8.7 The benefit of Subsection 8.6 is given to the Company for itself and as trustee and agent of each Related Entity. To the extent that this Section benefits any company, which is not a party to the Plan, the benefit shall be held on trust and as agent by the Company for such company and the Company may, at its discretion, assign the benefit of Subsection 8.6 to any such company.

9. Exercise of Options

9.1 Subject to the provisions of the Plan, an Option may be exercised from time to time by delivery to the Company at its registered office of a written notice of exercise addressed to the Secretary of the Company specifying the number of Shares with respect to which the Option is being exercised, together with a certified cheque or bank draft for the aggregate of the Option Prices to be paid for the Shares to be purchased. Certificates for such Shares shall be issued and delivered to the Optionee not later than 30 days following the receipt of such notice and payment.



9.2 No less than 100 Options may be exercised at any one time, except where a smaller number of Options is or remains exercisable pursuant to a grant, in which case, such smaller number of Options must be exercised at one time.

10. Adjustment on Alteration of Share Capital

10.1 In the event of a subdivision, consolidation or reclassification of outstanding Shares or other capital adjustment, or the payment of a stock dividend thereon, the number of Shares reserved or authorized to be reserved under the Plan, the number of Shares receivable on the exercise of an Option and the Option Price therefor shall be increased or reduced proportionately and such other adjustments shall be made as may be deemed necessary or fair and equitable by the Board.

10.2 If the Company amalgamates, consolidates or combines with or merges with or into another body corporate, whether by way of amalgamation, statutory arrangement or otherwise (the right to do so being hereby expressly reserved) (a “**Business Combination**”), any Share receivable on the exercise of an Option shall be converted into the securities, property or cash which the Optionee would have received upon such Business Combination if the Optionee had exercised his or her Option immediately prior to the effective date of such Business Combination and the Option Price shall be adjusted as may be deemed necessary or fair and equitable by the Board and such adjustment shall be binding for all purposes of the Plan. Furthermore, notwithstanding any other provision herein, (a) if because of a proposed Business Combination the exchange or replacement of shares in the Company or those in another company is imminent, or (b) an offer to purchase all of the Shares is made by a third party, the Board may, in a fair and equitable manner, determine the manner in which all unexercised Options granted under the Plan shall be treated including, for example, requiring the acceleration of the time for the exercise of such rights by the Optionees and of the time for the fulfilment of any conditions or restrictions on such exercise (including without limitation, vesting requirements).

10.3 In the event of a change in the Company’s currently authorized Shares which is limited to a change in the designation thereof, the shares resulting from any such change shall be deemed to be Shares within the meaning of the Plan.

10.4 In the event of any change affecting the Shares other than the changes referred to in Subsections 10.1, 10.2 and 10.3, such adjustment, if any, shall be made as may be deemed equitable by the Board in its sole discretion to properly reflect such event and such adjustment shall be binding for all purposes of the Plan.

10.5 No adjustment provided in this Section 10 shall require the Company to issue a fractional Share and the total adjustment with respect to each Option shall be limited accordingly.

10.6 All determinations of the Board under this Section 10 shall be binding for all purposes of the Plan.

11. Regulatory Approval

11.1 Notwithstanding any of the provisions contained in the Plan or any Option, the Company's obligation to grant Options and issue Shares pursuant to the exercise of an Option and to issue and deliver certificates for such securities to an Optionee shall be subject to:

- (a) compliance with all applicable laws, regulations, rules, orders of governmental or regulatory authorities in Canada (“Regulators”);
- (b) compliance with the requirements of any stock exchange on which the Company's shares are listed, if applicable; and
- (c) receipt from the Optionee of such covenants, agreements, representations and undertakings, including as to future dealings in such Shares, as the Company determines to be necessary or advisable in order to safeguard against the violation of the securities laws of any jurisdiction.

11.2 The Company shall in no event be obligated to take any action in order to cause the issuance and delivery of such certificates to comply with any laws, regulations, rules, orders or requirements.

11.3 If any amendment, modification or termination to the provisions hereof or any Option made pursuant hereto are required by any Regulators or a stock exchange or market as a condition of approval to a distribution to the public of any Shares or to obtain a listing or quotation of any Shares, the Board is authorized to make such amendments and thereupon the terms of the Plan, any Options, including any option agreement made pursuant hereto, shall be deemed to be amended accordingly without requiring the consent or agreement of any Optionee.

12. Tax Withholding

12.1 The Company shall:

- (a) be entitled to make such additional tax withholdings from payments of employment income to Employees as shall, in the opinion of the Company, be required under the *Income Tax Act* (Canada), and remit such taxes to the Canada Revenue Agency on behalf of the Employees, in respect of income taxable to the Employees arising on the exercise of Options; or
- (b) may require an Option Holder, as a condition of exercise of an Option, to pay to or reimburse the Company for any taxes which are required in the opinion of the Company to be withheld and remitted by it in respect of the exercise of such Option under any applicable laws, including the *Income Tax Act* (Canada).

13. Miscellaneous

13.1 An Optionee entitled to Shares as a result of the exercise of an Option shall not be deemed for any purpose to be, or to have rights as, a shareholder of the Company by such exercise, except to the extent Shares are issued therefor and then only from the date such Shares are issued. No adjustment shall be made for dividends or distributions or other rights which the record date is prior to the date such Shares are issued pursuant to the exercise of Options.

14. Effective Date, Amendment and Termination

14.1 The Plan is effective as of May 12, 2016.

14.2 The Board may, subject where required to Regulators and/or stock exchange approval and Shareholder approval, amend the Plan at any time. Notwithstanding the foregoing, the Board is specifically authorized to amend or revise the terms of the Plan or any Option without obtaining Shareholder approval in the following circumstances, provided that, in the case of any Option, no such amendment or revision may, without the consent of the Optionee, materially decrease the rights or benefits accruing to such Optionee or materially increase the obligations of such Optionee:

- (a) amendments of a “housekeeping” nature including, but not limited to, of a clerical, grammatical or typographical nature;
- (b) to correct any defect, supply any information or reconcile any inconsistency in the Plan in such manner and to such extent as shall be deemed necessary or advisable to carry out the purposes of the Plan;
- (c) a change to the vesting provisions of any Option or the Plan;
- (d) amendments to reflect any changes in requirements of any Regulator or stock exchange to which the Company is subject;
- (e) a change to the termination provisions of an Option which does not result in an extension beyond the Option Period as contemplated in Subsection 8.5 of the Plan;
- (f) in the case of any Option, the substitution of another award of the same or different type;
- (g) in the case of any Option, such amendments or revisions contemplated in Subsections 10.1, 10.2 and 10.3 of the Plan;
- (h) amendments to the definition of change of control for the purposes hereof;
- (i) the addition of a cashless exercise feature, payable in cash or securities of the Company; and
- (j) a change to the class of Eligible Persons that may participate under the Plan.

For greater certainty, the Option Price of any outstanding Option granted to any non-Insiders of the Company may not be reduced unless Shareholder approval is obtained by way of a resolution passed by a majority of the votes cast by the Shareholders at a meeting of Shareholders. The Option Price of any outstanding Option granted may not be reduced and the original Option Period may not be extended to the benefit of Insiders of the Company unless disinterested Shareholder approval is obtained in accordance with the requirements of the TSX.

14.3 The Board may, subject where required to Regulators and/or stock exchange approval, from time to time suspend or terminate the Plan in whole or in part. No action by the Board to terminate the Plan pursuant to this Section 13 shall affect any Options granted hereunder which became effective pursuant to the Plan prior to such action.

14.4 Notwithstanding any provision contained in the Plan, effective May 12, 2016, the Plan must be reconfirmed, every three years, by a resolution passed by a majority of the votes cast by Shareholders at a meeting of Shareholders and if the Plan is not reconfirmed by the Shareholders as required by this provision, no further grants of Options may be made under the Plan.

APPENDIX A

**Incentive Stock Option Plan of
Pretium Resources Inc.**

OPTION AGREEMENT

This Option Agreement is entered into between Pretium Resources Inc. (the "Company") and the Optionee named below pursuant to the Company's Incentive Stock Option Plan, as amended (the "Plan") a copy of which is attached hereto, and confirms the following:

1. Grant Date: _____
 2. Optionee: _____
 3. Optionee's Position with the Company: _____
 4. Number of Options: _____
 5. Option Price (\$ per Share): \$ _____
 6. Expiry Date of Option Period: _____
 7. Each Option that has vested entitles the Optionee to purchase one Share at any time up to 4:30 p.m. Vancouver time on the expiry date of the Option Period. The Options vest as follows:
 - (a) 25% of the Options granted shall vest immediately upon the Grant Date;
 - (b) an additional 25% of the Options granted shall vest after the expiry of a period of 6 months from the Grant Date; and
 - (c) an additional 25% of the Options granted shall vest after the expiry of a period of 12 months from the Grant Date; and
 - (d) an additional 25% of the Options granted shall vest after the expiry of a period of 18 months from the Grant Date.
 8. The Option is non-assignable and non-transferrable otherwise than, by will or by the law governing the devolution of property, to the Optionee's executor, administrator or other personal representative in the event of death of the Optionee.
 9. This Option Agreement is subject to the terms and conditions set out in the Plan, as amended or replaced from time to time. In the case of any inconsistency between this Option Agreement and the Plan, the Plan shall govern.
 10. Unless otherwise indicated, all defined terms shall have the respective meanings attributed thereto in the Plan.
-

11. By signing this agreement, the Optionee acknowledges that he, she, or its authorized representative has read and understands the Plan and agrees that the Options are granted under and governed by the terms and conditions of the Plan, as may be amended or replaced from time to time.

IN WITNESS WHEREOF the parties hereto have executed this Option Agreement as of the _____ day of _____, _____.

SIGNED, SEALED AND DELIVERED by)	
_____ in the)	
presence of:)	
)	
_____))	_____
Signature of Witness)	Signature by Optionee
)	
_____))	_____
Print Name)	Print Name

PRETIUM RESOURCES INC.

Per: _____
Authorized Signatory

Notice of Exercise of Incentive Stock Option

TO: **PRETIUM RESOURCES INC.** (the “Company”)

I wish to exercise _____ of the incentive stock options granted to me by the Company at the price of CDN \$_____ per share and enclose herewith the amount of \$_____ in payment of the total exercise price for such shares.

DATED as of _____, _____.

Signature of Optionee

Please print name of Optionee

Please have the share certificate issued as follows:

Registration Instructions:

Name

Account reference, if applicable

Address

Telephone Number Fax Number

Contact Name

Delivery Instructions:

Name

Account reference, if applicable

Address

Telephone Number Fax Number

Contact Name





Pretium Resources Inc.

2015 Restricted Share Unit Plan

December 8, 2015

PRETIUM RESOURCES INC.

2015 RESTRICTED SHARE UNIT PLAN

TABLE OF CONTENTS

Article 1 - Defined Terms

Article 2 - Purpose of the Plan

Article 3 - Grant of Restricted Share Units

Article 4 - Shares Subject to the Plan

Article 5 - Vesting and Payout of Restricted Units

Article 6 - Dividend Equivalents

Article 7 - Termination, Retirement and Change of Control

Article 8 - Amendment and Termination

Article 9 - No Transfer or Assignment of Participants' Rights

Article 10 - Administration

Article 11 - Liability

Article 12 - Taxes and Other Source Deductions

Article 13 - No Shareholder Rights and Unfunded Plan

Article 14 - Currency

Article 15 - Governing Law

PRETIUM RESOURCES INC.

2015 RESTRICTED SHARE UNIT PLAN

Article 1 – **DEFINED TERMS**

1.1 Where used herein, the following terms shall have the following meanings, respectively:

- (a) “**Account**” means the account maintained by the Corporation for each Participant in connection with the operation of the Plan to which any Restricted Share Units in respect of a Participant will be credited under the Plan;
- (b) “**Administrator**” has the meaning ascribed thereto in Section 10.3;
- (c) “**Applicable Withholding Taxes**” has the meaning ascribed thereto in Section 12.2;
- (d) “**Beneficiary**” means an individual who as of the date of the Participant's death, has been designated as the Participant's beneficiary in accordance with Section 9.2 and the laws applying to the Plan, or, where no one has been validly designated or the individual designated does not survive the Participant, the Participant's legal representative;
- (e) “**Board**” means the board of directors of the Corporation;
- (f) “**Business Day**” means a day on which there is trading on the Toronto Stock Exchange (or, if the Shares are not then listed and posted for trading on the Toronto Stock Exchange, such other stock exchange on which the Shares are then listed and posted for trading), and if none, a day that is not a Saturday or Sunday or a national legal holiday in Canada;
- (g) “**Change of Control**” means the acquisition by a person, or combination of persons acting in concert, of:
 - (i) the acquisition whether directly or indirectly, by a person or company, or any persons or companies acting jointly or in concert (as determined in accordance with the Securities Act (British Columbia) and the rules and regulations thereunder) of voting securities of the Corporation which, together with any other voting securities of the Corporation held by such person or company or persons or companies, constitute, in the aggregate, more than 50% of all outstanding voting securities of the Corporation;
 - (ii) an amalgamation, arrangement or other form of business combination of the Corporation with another company which results in the holders of voting securities of that other company holding, in the aggregate, 50% or more of all outstanding voting securities of the Corporation (including a merged or successor company) resulting from the business combination; or

- (iii) the sale, lease or exchange of all or substantially all of the property of the Corporation to another person, other than a subsidiary of the Corporation or other than in the ordinary course of business of the Corporation;
 - (h) **“Constructive Dismissal”** means a material change, as determined on a case by case basis after the occurrence of a Change of Control and having regard for, among other things, the duties and responsibilities of, and compensation payable to, the Participant both prior and subsequent to the Change of Control, in the terms and conditions of the Participant's employment by the Corporation (or a Subsidiary, as applicable) which is adverse to the Participant's interests and is not agreed to by the Participant and which results in the Participant's constructive dismissal as determined by the common law;
 - (i) **“Consultant”** means an individual or corporation, other than an employee, executive officer or director of the Corporation or a Related Entity of the Corporation, that is engaged to provide consulting, technical, management or other services to the Corporation or a Related Entity of the Corporation (other than services provided in relation to a distribution) under a written consulting agreement with the Corporation or the Related Entity and that spends or will spend a significant amount of time and attention on the affairs and business of the issuer or a related entity of the issuer and includes a person who is otherwise a “Consultant” within the meaning of section 2.22 of National Instrument 45-106;
 - (j) **“Corporation”** means Pretium Resources Inc., and includes any successor corporation thereof;
 - (k) **“Designated Broker”** has the meaning ascribed thereto in Section 5.3(b);
 - (l) **“Disability”** means either:
 - (i) a medically determinable physical injury or mental incapacity which is expected to result in death or to last for a continuous period of not less than twelve months and which causes an individual to be unable to engage in substantial gainful activity, or any other condition of impairment, which the Board determines prevents or would prevent the Participant from satisfactorily performing the substantial and material duties of his or her position with the Corporation; or
-

- (ii) where a Participant has a written employment agreement with the Corporation or a Subsidiary, “Disability” as defined in such employment agreement, if applicable;
 - (m) “**Effective Date**” means December 8, 2015;
 - (n) “**Employer**” means, in respect to a Participant who is an officer, director or employee, the entity that employs the Participant (or that employed the Participant immediately prior to his Termination Date), and, in respect of a Participant who is a Consultant, the entity with which the Consultant has or had a written consulting agreement, and, in each case, the Employer shall be the Corporation or a Subsidiary;
 - (o) “**Expiry Date**” means, with respect to any Restricted Share Unit, the date specified in the applicable Grant Agreement, if any, as the date on which the Restricted Share Unit will be terminated and cancelled or, if later or no such date is specified in the Grant Agreement, December 31 of the third (3rd) calendar year following the end of the applicable Service Year;
 - (p) “**Fair Market Value**”, of a Share, on a particular date, means:
 - (i) where the Share is not listed on an Exchange, the fair market value of a Share on that day determined by the Board in good faith; and
 - (ii) the arithmetic average of the closing price of the Shares traded on the TSX for the five (5) trading days on which a board lot was traded immediately preceding such date (or, if the Shares are not then listed and posted for trading on the TSX, on such stock exchange on which the Shares are then listed and posted for trading as may be selected for such purpose by the Corporation).
 - (q) “**Grant Agreement**” means the written agreement between the Corporation and a Participant, in such form as may be approved by the Board, under which a Restricted Share Unit is granted, together with such schedules, amendments, deletions or changes thereto as are permitted under the Plan;
 - (r) “**Grant Date**” means the date upon which a Restricted Share Unit is credited to a Participant pursuant to the terms of the Plan;
 - (s) “**Insider**” has the same meaning ascribed to that term as set out in the TSX Company Manual;
 - (t) “**non-employee director**” has the meaning set out in Section 4.1(d);
 - (u) “**Participant**” means an officer, director, employee, or Consultant of the Corporation or a Subsidiary whose services to the Corporation or Subsidiary are sufficient, in the opinion of the Board, to warrant participation in the Plan and who is designated by the Board as a Participant;
-

- (v) **“Participant Information”** has the meaning ascribed thereto in Section 10.5;
- (w) **“Performance Criteria”** means such financial, operation, transaction-based and personal performance criteria, or any one or more of them, as may be determined by the Board in respect of the grant of Restricted Share Units to any Participant, which criteria may be applied to either the Corporation and its Subsidiaries as a whole or to the Corporation or a Subsidiary individually or in any combination, and measured either in total, incrementally or cumulatively over a calendar year or such other performance period as may be specified by the Board in its sole discretion, on an absolute basis or relative to a pre-established target, to previous years' results or to a designated comparison group;
- (x) **“Plan”** means this Pretium Resources Restricted Share Unit Plan, as the same may be further amended or varied from time to time;
- (y) **“Redundancy”** means the termination of employment due to the fact that,
 - (i) the person’s employer has ceased or intends to cease to carry on business for the purposes of which the employee was employed by him, or to carry on that business in the place where the employee was so employed, or
 - (ii) the requirements of that business for employees to carry out work of a particular kind, or for employees to carry out work of a particular kind in the place where the employee was employed by the employer,have ceased or diminished or are expected to cease or diminish;
- (z) **“Related Entity”** means a person that is controlled by the Corporation or is controlled by the same person that controls the Corporation and “control” for the purpose of this definition has the same meaning as set out in section 2.23 of National Instrument 45-106;
- (aa) **“Restricted Share Unit”** means a restricted share unit credited pursuant to Article 3, by means of an entry on the books of the Corporation, to a Participant, each of which represents the right to receive a cash payment or its equivalent in fully-paid Shares equal to the Fair Market Value of a Share calculated at the Vesting Date, in the manner, and subject to the terms of the Plan;
- (bb) **“Retirement”** means the termination of employment due to retirement of a Participant on or after such Participant’s normal retirement date under the applicable retirement plan or policy of his or her employer or due to early retirement with the consent of the Board;

- (cc) **“RSU Payment Date”** has the meaning ascribed thereto in Section 5.3(a);
- (dd) **“Service Year”** the year in which the Participant performed the services to which the grant of Restricted Share Units relates;
- (ee) **“Share”** means a Common share without par value in the capital of the Corporation;
- (ff) **“Subsidiary”**, in relation to the Corporation, means any body corporate, trust, partnership, joint venture, association or other entity of which more than 50% of the total voting power of shares or units, as applicable, or ownership or beneficial interest sufficient to elect the majority of the directors (or members of a comparable governing body) is owned or controlled, directly or indirectly, by the Corporation;
- (gg) **“Tax Act”** means the *Income Tax Act* (Canada) and the regulations thereto, as amended from time to time;
- (hh) **“Termination Date”** means the date on which a Participant ceases, for any reason including resignation, termination, death or disability, to be an active employee, director or Consultant, as the case may be, and, in the case of a Participant who is an employee, where the employment is terminated by the Employer, whether wrongful or for cause or otherwise, such date shall be the date notice of termination is provided and, in the case of a Participant who is a Consultant, the date the written contract between the Consultant and the Corporation or any Subsidiary is terminated or expires and the Consultant no longer provides services thereunder. A Participant will be deemed not to have ceased to be an employee of the Corporation or a Subsidiary in the case of a transfer of his employment between the Corporation and a Subsidiary or a transfer of employment between Subsidiaries;
- (ii) **“TSX”** means the Toronto Stock Exchange;
- (jj) **“Vested Restricted Share Unit”** means any Restricted Share Unit which has vested in accordance with the terms of the Plan and the terms of any applicable Grant Agreement; and
- (kk) **“Vesting Date”** means, in respect of any Restricted Share Unit, the date that the Restricted Share Unit becomes a Vested Restricted Share Unit.

1.2 As used in this Plan, words importing the masculine gender shall include the feminine and neuter genders and words importing the singular shall include the plural and vice versa, unless the context otherwise requires and references to person includes any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation (with or without share capital), unincorporated association, trust, trustee, executor, administrator or other legal representative. The headings of the articles, sections and clauses are inserted herein for convenience of reference only and shall not affect the meaning of construction thereof.

- 1.3 Unless otherwise specified, time periods wherein or following which any payment (whether in cash or Shares) is to be made or act is to be done shall be calculated by excluding the day on which the period begins, including the day on which the period ends, and abridging the period to the immediately preceding Business Day in the event that the last day of the period is not a Business Day. In the event an action is required to be taken or a payment (whether in cash or Shares) is required to be made on a day which is not a Business Day, such action shall be taken or such payment shall be made on the immediately preceding Business Day.

Article 2 – PURPOSE OF THE PLAN

- 2.1 The purpose of the Plan is to promote profitability and enhance the long term value of the Corporation; to retain and attract key employees; align the interests of management and employees with the interests of shareholders; to recognize the contribution of Participants in the Plan to the growth of the company; and to provide a longer term incentive element in an overall compensation package which is competitive with the Corporation's peer group.

Article 3 – GRANT OF RESTRICTED SHARE UNITS

- 3.1 The Corporation may from time to time grant Restricted Share Units to a Participant in such numbers, at such times and on such terms and conditions, consistent with the Plan, as the Board may in its sole discretion determine; provided, however, that no Restricted Share Units will be granted after December 15 of a given calendar year. For greater certainty, the Board shall, in its sole discretion, determine any and all conditions to the vesting of any Restricted Share Units granted to a Participant, which vesting conditions may be based on either or both of: (a) the Participant's continued employment with, or provision of consulting services to, the Corporation or a Subsidiary; or (b) such other terms and conditions including, without limitation, Performance Criteria, as the Board may determine in accordance with Section 3.2, provided that no such vesting condition for a Restricted Share Unit granted to an officer, director or employee shall extend beyond December 15 of the third calendar year following the Service Year in respect of which the Restricted Share Units were granted and all vesting conditions for a Restricted Share Unit granted to an officer, director or employee shall be such that the Restricted Share Unit complies at all times with the exception in paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the Tax Act.

3.2 Subject to the terms of the Plan, the Board may determine other terms or conditions of any Restricted Share Units, and shall specify the material terms thereof in the applicable Grant Agreement, which shall be in such form as prescribed by the Board from time to time. Without limiting the generality of the foregoing, such additional terms and conditions may include terms or conditions relating to:

- (a) the market price of the Shares;
- (b) the return to holders of Shares, with or without reference to other comparable companies;
- (c) the financial performance or results of the Corporation or a Subsidiary;
- (d) the achievement of Performance Criteria or other performance criteria relating to the Corporation or a Subsidiary;
- (e) any other terms and conditions the Board may in its discretion determine with respect to vesting or the acceleration of vesting; and
- (f) the Vesting Date;

which shall be set out in the Grant Agreement. The conditions may relate to all or a portion of the Restricted Share Units in a Grant and may be graduated such that different percentages (which may be greater or lesser than 100%) of the Restricted Share Units in a Grant will become vested depending on the extent of satisfaction of one or more such conditions. The Board may, in its discretion, subsequent to the Grant Date of a Restricted Share Unit, waive any such term or condition or determine that it has been satisfied subject to applicable law. For greater certainty, no term or condition imposed under a Grant Agreement may have the effect of causing settlement and payout of a Restricted Share Unit to occur after December 31 of the third calendar year following the Service Year in respect of which such Restricted Share Unit was granted.

3.3 No certificates shall be issued with respect to Restricted Share Units.

3.4 The Board shall keep or cause to be kept such records and accounts as may be necessary or appropriate in connection with the administration of the Plan and the discharge of its duties, which records shall, absent manifest error, be considered conclusively determinative of all information contained therein.

3.5 The Corporation shall maintain in its books an Account for each Participant recording at all times the number of Restricted Share Units standing to the credit of such Participant. Restricted Share Units that fail to vest in a Participant pursuant to the provisions of the Plan, or that are paid out to the Participant or his Beneficiary, shall be cancelled and shall cease to be recorded in the Participant's Account as of the date on which such Restricted Share Units are forfeited or cancelled under the Plan or are paid out, as the case may be.

Article 4 - **SHARES SUBJECT TO THE PLAN**

- 4.1 This Section 4.1 applies to any securities that may be acquired by Participants on any RSU Payment Date pursuant to Section 5.3(b) that consist(s) of authorized but unissued Shares. Subject to adjustment for any subdivision, consolidation or distribution of Shares as contemplated by, and in accordance with, Article 8:
- (a) The number of Shares issuable from treasury pursuant to the Plan, together with any other share compensation arrangement of the Corporation that provides for the issuance of Shares from treasury, shall not exceed ten percent (10%) of the issued and outstanding Shares.
 - (b) The number of Shares issued to Insiders from treasury pursuant the Plan, together with any other share compensation arrangement of the Corporation that provides for the issuance of Shares from treasury, shall not, within a one (1) year period, exceed ten percent (10%) of the issued and outstanding Shares.
 - (c) The number of Shares issuable to Insiders from treasury pursuant to Restricted Share Units granted under the Plan, together with any other share compensation arrangement of the Corporation that provides for the issuance of Shares from treasury, shall not, at any time, exceed ten percent (10%) of the issued and outstanding Shares from time to time.
 - (d) The number of Shares issuable from treasury to directors of the Corporation who are not also employees or Consultants of the Corporation or a Subsidiary (a “**non-employee director**”) pursuant to the Plan, together with any other share compensation arrangement of the Corporation that provides for the issuance of Shares from treasury to non-employee directors, shall not exceed one percent (1%) of the issued and outstanding Shares.
 - (e) This Section 4.1 and any Employer's right to elect under Section 5.3(b) to satisfy RSUs by the issuance of Shares from treasury will be effective only upon receipt of all necessary shareholder approvals of the Plan, as amended from time to time, as required by the rules, regulations and policies of the Toronto Stock Exchange and any other stock exchange on which Shares are listed or traded.
 - (f) The aggregate equity award value, based on grant date fair value, of any grants of Restricted Share Units under Section 3.1 that are eligible to be settled in Shares, in combination with the aggregate equity award value, based on a grant date fair value, of any grants under any other share compensation arrangements of the Corporation, that may be made to a Participant who is a non-employee director for a year shall not exceed \$150,000. For greater certainty, the limitation on equity award value referenced above shall not apply to a Participant who is an employee of the Corporation or a Subsidiary.
-

- (g) If any Restricted Share Unit granted under the Plan shall expire, terminate or be cancelled for any reason (including, without limitation, the satisfaction of the Restricted Share Unit by means of a cash payment) without being exercised or settled in the form of Shares issued from treasury, any unissued Shares to which such Restricted Share Units relate shall be available for the purposes of the granting of further Restricted Share Units under the Plan. If any rights to acquire Shares granted under any other security-based compensation arrangements of the Corporation shall expire or terminate for any reason without having been exercised in full, any unpurchased Shares to which such security relates shall be available for the purposes of the granting of further Restricted Share Units under the Plan.

Article 5 - VESTING AND PAYOUT OF RESTRICTED UNITS

- 5.1 Except as otherwise provided herein, the number of Restricted Share Units subject to each grant, the Expiry Date of each Restricted Share Unit, the Vesting Dates with respect to each grant of Restricted Share Units and other terms and conditions relating to each such Restricted Share Unit shall be determined by the Board. The Board may, in its discretion, subsequent to the time of granting Restricted Share Units, permit the vesting of all or any portion of unvested Restricted Share Units then outstanding and granted to the Participant under this Plan, in which event all such unvested Restricted Share Units then outstanding and granted to the Participant shall be deemed to be immediately vested.
- 5.2 Restricted Share Units granted hereunder shall, unless otherwise determined by the Board, and as specifically set out in the Grant Agreement, vest as to 1/3 on each of the first and second anniversaries of the Grant Date, and the remaining 1/3 shall vest on the earlier of: (i) the third anniversary of the Grant Date; and (ii) December 15 of the third calendar year following the Service Year in respect of which the Restricted Share Units were granted.
- 5.3 (a) On a date (the “**RSU Payment Date**”) to be selected by the Board following the date a Restricted Share Unit has become a Vested Restricted Share Unit, which date shall be within fifteen (15) days of the Vesting Date and which date shall not, in any event, extend beyond December 15th of the third year following the Service Year for any particular Restricted Share Unit, the Employer shall make to a Participant (other than a non-employee director) a cash payment equal to the product of the number of Vested Restricted Share Units recorded in the Participant's Account multiplied by the Fair Market Value on the Vesting Date, less Applicable Withholding Taxes. Any Participant that is a non-employee director (other than a US Taxpayer as set out in the Special Appendix) shall on the RSU Payment Date be issued from treasury and receive the number of whole Shares that is equal to the number of whole Vested Restricted Share Units recorded in the Participants Account on the RSU Payment Date. The non-employee director must provide the Employer with a cheque for any Applicable Withholding Taxes prior to the release of any Shares to the non-employee director or the Employer may arrange for a Designated Broker to sell such number of Shares as is sufficient to pay the Applicable Withholding Taxes and deliver such amount to the Employer for remittance to the Canada Revenue Agency.

- (b) Subject to Section 5.3(c) and Section 5.3(d), and the receipt of all necessary shareholder approvals as required under the rules, regulations and policies of the Toronto Stock Exchange and any other stock exchange on which Shares are listed or traded, the Employer may, in lieu of the cash payment contemplated in Section 5.3(a) above, on the RSU Payment Date, elect to either issue (or cause to be issued) to the Participant or, through a broker designated by the Participant who is independent from the Corporation and any Subsidiary (the “**Designated Broker**”), acquire on behalf of such Participant, the number of whole Shares that is equal to the number of whole Vested Restricted Share Units recorded in the Participant's Account on the RSU Payment Date (less any amounts in respect of Applicable Withholding Taxes). If the Employer elects to arrange for the purchase of Shares by a Designated Broker on behalf of the Participant, the Employer shall contribute to the Designated Broker an amount of cash sufficient, together with any reasonable brokerage fees or commission fees related thereto, to purchase the whole number of Shares to which the Participant is entitled and the Designated Broker shall, as soon as practicable thereafter, purchase those Shares, on behalf of such Participant, on the Toronto Stock Exchange (or other stock exchange on which the Shares are listed or traded).
- (c) Notwithstanding any other provision of the Plan, all amounts payable to, or in respect of, a Participant under this Section 5.3, including, without limitation, the issuance or delivery of Shares or a lump sum cash payment, shall be paid or delivered on or before December 31 of the third calendar year commencing immediately following the Service Year in respect of the particular Restricted Share Unit.
- (d) Subject to Section 5.3(c) above, the Board or the Administrator will ensure that delivery of the Shares or cash payment required by Section 5.3(c), is made within fifteen (15) Business Days after the RSU Payment Date.
- (e) Upon payment of any amount pursuant to this Section 5.3 in cash or Shares, as the case may be, the particular Restricted Share Units in respect of which such payment was made shall be cancelled and no further payments (whether in Shares or cash or otherwise) shall be made in relation to such Restricted Share Units.

Article 6 - **DIVIDEND EQUIVALENTS**

- 6.1 On any record date that occurs during the period from the Grant Date to the RSU Payment Date on which a cash dividend is paid on Shares, a Participant's account will be credited with the number of Restricted Share Units (including fractional Restricted Share Units, computed to three digits) calculated by
-

- (a) multiplying the amount of the dividend per Share by the aggregate number of Restricted Share Units (taking into account both vested and unvested Restricted Share Units) that were credited to the Participant's account as of the record date for payment of the dividend, and
- (b) dividing the amount obtained in §(a) by the Fair Market Value on the date on which the dividend is paid.
- (c) The additional Restricted Share Units granted to a Participant shall be subject to the same terms and conditions, including vesting and settlement terms, as the corresponding Restricted Share Units, as the case may be.

Article 7 - TERMINATION, RETIREMENT AND CHANGE OF CONTROL

- 7.1 Notwithstanding the provisions of Article 5 and subject to the remaining provisions of this Article 7 and to any express resolution passed by the Board, on a Participant's Termination Date, any Restricted Share Units granted to such Participant which have not become Vested Restricted Share Units prior to the Participant's Termination Date shall terminate and become null and void as of such date.
- 7.2 Where the Participant's Termination Date occurs as a result of the Participant's Disability or Retirement or Redundancy, any unvested Restricted Share Units standing to the credit of such Participant that would otherwise have vested within sixty (60) days of the Participant's Termination Date shall immediately become Vested Restricted Share Units and shall be settled within sixty (60) days after the Participant's Termination and otherwise in the ordinary course in accordance with Section 5.3 of the Plan and all other Restricted Share Units that remain unvested as of the Participant's Termination Date shall terminate and become null and void as of such date.
- 7.3 Where the Participant's Termination Date occurs as a result of the Participant's death, any Restricted Share Units standing to the credit of such Participant shall continue to vest (and be paid out) in the normal course for a period of twelve (12) months after the Participant's Termination Date. Any Restricted Share Units granted to such Participant which have not become Vested Restricted Share Units on or before the date that is the first anniversary of the Participant's Termination Date shall terminate and become null and void as of such date.
- 7.4 In the event of a Change of Control or a determination by the Board that a Change of Control is expected to occur, the Board shall have the authority to take all necessary steps so as to ensure the preservation of the economic interests of the Participants in, and to prevent the dilution or enlargement of, any Restricted Share Units, including, without limitation: (i) ensuring that the Corporation or any entity which is or would be the successor to the Corporation or which may issue securities in exchange for Shares upon the Change of Control becoming effective will provide each Participant with new or replacement or amended Restricted Share Units which will continue to vest and be exercisable following the Change of Control on similar terms and conditions as provided in this Plan; (ii) causing all or a portion of the outstanding Restricted Share Units to become Vested Restricted Share Units prior to the Change of Control; or (iii) any combination of the above.

- 7.5 Provided that payments have not been made in respect of a Participant's Restricted Share Units in accordance with Section 5.3, if the employment of a Participant is terminated by the Corporation (or a Subsidiary, as applicable) or by the Participant as a result of Constructive Dismissal, within six (6) months following a Change of Control, subject to the provisions of any applicable Grant Agreement, all Restricted Share Units credited to the Participant and then outstanding shall (whether otherwise vested or not at such time) become Vested Restricted Share Units at the time of such termination and each Participant shall be entitled to payouts in accordance with Article 5.

Article 8 - AMENDMENT AND TERMINATION

- 8.1 Subject to this Article 8, the Plan may be amended at any time by the Board in whole or in part, provided that no amendment shall be made which would cause the Plan, or any Restricted Share Units granted hereunder, to cease to comply with the exception in paragraph (k) of the definition of "salary deferral arrangement" in subsection 248(1) of the Tax Act or any successor provision thereto. Upon termination of the Plan, subject to a resolution of the Board to the contrary, all unvested Restricted Share Units shall remain outstanding and in effect and continue to vest and be paid out in accordance with the terms of the Plan existing at the time of its termination and the applicable Grant Agreement, provided that no further Restricted Share Units will be credited to the Account of any Participant. The Plan will terminate on the date upon which no further Restricted Share Units remain outstanding.
- 8.2 In the event of any subdivision, consolidation, stock dividend, capital reorganization, reclassification, exchange, or other change with respect to the Shares, or a consolidation, amalgamation, merger, spin-off, sale, lease or exchange of all or substantially all of the property of the Corporation or other distribution of the Corporation's assets to shareholders of the Corporation (other than the payment of ordinary course cash or stock dividends in respect of the Shares), the number of Shares subject to this Plan and the Restricted Share Units then outstanding under the Plan shall be adjusted in such manner, if any, as the Corporation may in its discretion deem appropriate to preserve, proportionally, the interests of Participants under the Plan. Adjustments under this Section 8.2 shall be made by the Board, whose determination as to what adjustments shall be made, and the extent thereof, shall be final, binding and conclusive. All fractional Restricted Share Units shall be rounded down.
-

8.3 Subject to Section 8.4 and the policies, rules and regulations of any lawful authority having jurisdiction over the Corporation (including any exchange on which the Shares are then listed and posted for trading), the Board may at any time, without further action by, or approval of, the holders of Shares, amend the Plan or any Restricted Share Unit granted under the Plan in such respects as it may consider advisable and, without limiting the generality of the foregoing, it may do so to:

- (a) Ensure that Restricted Share Units granted under the Plan will comply with any provisions respecting restricted share units or other security based compensation arrangements in the Tax Act or other laws in force in any country or jurisdiction of which a Participant to whom a Restricted Share Unit has been granted may from time to time perform services or be resident;
- (b) Make amendments of a procedural or “housekeeping” nature;
- (c) Change the termination provisions of a Restricted Share Unit granted under the Plan provided that the change does not entail an extension of the Expiry Date of the Restricted Share Unit beyond the original Expiry Date of the Restricted Share Unit; or
- (d) Suspend or terminate the Plan.

Any such amendments shall, if made, become effective on the date selected by the Board. The Board may not, however, without the consent of the Participants, or as otherwise required by law, alter or impair any of the rights or obligations under any Restricted Share Units theretofore granted.

8.4 Notwithstanding Section 8.3, approval of the holders of Shares will be required in order to:

- (a) Increase the maximum number of Shares reserved for issuance under the Plan;
- (b) Amend the determination of Fair Market Value under the Plan in respect of any Restricted Share Unit;
- (c) Extend the Expiry Date of any Restricted Share Unit beyond the original Expiry Date;
- (d) Increase any limit on grants of Restricted Share Units to Insiders;
- (e) Expand the circumstances under which Restricted Share Units may be assigned or transferred as permitted by Section 9.1 hereof;
- (f) Amend the class of eligible participants under the Plan;

(g) Amend this Section 8.4; or

(h) Grant additional powers to the Board to amend the Plan or any Restricted Share Unit without the approval of holders of Shares.

8.5 The existence of any Restricted Share Units shall not affect in any way the right or power of the Corporation or its shareholders to make or authorize any adjustment, recapitalization, reorganization or other change in the Corporation's capital structure or its business, or to create or issue any bonds, debentures, shares or other securities of the Corporation or to amend or modify the rights and conditions attaching thereto or to effect the dissolution or liquidation of the Corporation, or any amalgamation, combination, merger or consolidation involving the Corporation or any sale or transfer of all or any part of its assets or business, or any other corporate act or proceeding, whether of a similar nature or otherwise.

8.6 Notwithstanding the provisions of this Article 8, should changes be required to the Plan by any securities commission, stock exchange or other governmental or regulatory body of any jurisdiction to which the Plan or the Corporation now is or hereafter becomes subject, such changes shall be made to the Plan as are necessary to conform with such requirements and, if such changes are approved by the Board, the Plan, as amended, shall be filed with the records of the Corporation and shall remain in full force and effect in its amended form as of and from the date of its adoption by the Board.

Article 9 - **NO TRANSFER OR ASSIGNMENT OF PARTICIPANTS' RIGHTS**

9.1 Restricted Share Units are not assignable or transferable by a Participant in whole or in part, either directly, by operation of law or otherwise, except as provided in Section 9.2, and no right or interest of any Participant under the Plan or to receive any payment (whether in cash or Shares) hereunder shall be liable for or subject to any obligation or liability of such Participant.

9.2 Subject to the requirements of applicable law, a Participant may designate in writing an individual who is a dependent or relation of the Participant as a beneficiary to receive any benefits that are payable under the Plan upon the death of such Participant. The Participant may, subject to applicable laws, alter or revise such designation from time to time. The original designation or any change thereto shall be in the form as the Board may, from time to time, determine.

Article 10 - **ADMINISTRATION**

10.1 Nothing in the Plan or in any Grant Agreement shall be construed as giving any Participant the right to be retained in the employ of or as a Consultant to the Corporation or any of its Subsidiaries or any right to any payment whatsoever except to the extent of the benefits provided for by the Plan or the applicable Grant Agreement. The Corporation and its Subsidiaries expressly reserve the right to dismiss any Participant or terminate any Participant's status as a Consultant at any time. No reasonable notice or payment in lieu thereof will extend the period of employment for purposes of the Plan.

- 10.2 The Plan shall be administered by the Board with the assistance of the Compensation and Corporate Governance Committee and the Chief Executive Officer as provided herein. The Board has the sole and complete authority, in its discretion, to:
- (a) interpret the Plan and the Grant Agreements and prescribe, modify and rescind rules and regulations relating to the Plan and the Grant Agreements;
 - (b) correct any defect or supply any omission or reconcile any inconsistency in the Plan in the manner and to the extent it considers necessary or advisable for the implementation and administration of the Plan;
 - (c) exercise rights reserved to the Corporation under the Plan;
 - (d) determine whether and to the extent to which any Performance Criteria or other conditions applicable to the Vesting of Restricted Share Units have been satisfied or shall be waived or modified;
 - (e) prescribe forms for notices to be prescribed by the Corporation under the Plan; and
 - (f) make all other determinations and take all other actions as it considers necessary or advisable for the implementation and administration of the Plan.

The Board's determinations and actions under this Plan are final, conclusive and binding on the Corporation, the Participants, any Beneficiary and all other persons.

- 10.3 Notwithstanding Section 9.2, the Board may, to the extent permitted by law, and subject to regulatory approval, if any, delegate any of its administrative responsibilities under the Plan and powers related thereto to one or more persons including, without limitation, an officer of the Corporation (the "Administrator"), and all actions taken and decisions made by such Administrator in this regard shall be final, conclusive, and binding on all parties concerned, including but not limited to, the Corporation, the Participants, and any Beneficiary.

- 10.4 All expenses of administration of the Plan shall be borne by the Corporation as determined by the Board.

- 10.5 Each Participant shall provide the Corporation, the Board and the Administrator (either individually or all, as applicable) with all information (including “personal information” as defined in the *Personal Information Protection and Electronic Documents Act* (Canada) or any applicable provincial privacy legislation) they require in order to administer the Plan or to permit the Participant to participate in the Plan (the “**Participant Information**”). The Corporation, the Board, and the Administrator may from time to time transfer or provide access to the Participant Information to a third party service provider for purposes of the administration of the Plan provided that such service providers will be provided with such information for the sole purpose of providing services to the Corporation in connection with the operation and administration of the Plan and provided further that such service provider agrees to take appropriate measures to protect the Participant Information and not to use it for any purpose except to administer or operate the Plan. The Corporation may also transfer and provide access to Participant Information to its Subsidiaries for purposes of preparing financial statements or other necessary reports and facilitating payment or reimbursement of Plan expenses. In addition, Participant Information may be disclosed or transferred to another party during the course of, or completion of, a change in ownership of, or the grant of a security interest in, all or a part of the Corporation or its Subsidiaries, provided that such party is bound by appropriate agreements or obligations and required to use or disclose the Participant Information in a manner consistent with this Section 9.5. The Corporation shall not disclose Participant Information except as contemplated in this Section 9.5 or in response to regulatory filings or other requirements for the information by a governmental authority or regulatory body or a self-regulatory body in which the Corporation participates in order to comply with applicable laws (including, without limitation, the rules, regulations and policies of the Toronto Stock Exchange and any other stock exchange on which the Shares are then listed and posted for trading) or for the purpose of complying with a subpoena, warrant or other order by a court, person or body having jurisdiction over the Corporation to compel production of the information. By participating in the Plan, each Participant acknowledges that Participant Information may be so provided as set forth above and agrees and consents to its provision on the terms set forth herein.

Article 11 - **LIABILITY**

- 11.1 None of the Corporation, the Board, the Administrator or any person acting on their direction or authority shall be liable for any action or determination made in good faith pursuant to the Plan or any Grant Agreement under the Plan nor for anything done or omitted to be done by such person with respect to the price, time, quantity or other conditions and circumstances of the issuance or purchase of Shares under the Plan or with respect to any fluctuations in the market price of the Shares or in any other connection under the Plan.

Article 12 - **TAXES AND OTHER SOURCE DEDUCTIONS**

- 12.1 The Corporation and its Subsidiaries shall not be liable for any tax imposed on any Participant or any Beneficiary as a result of the crediting, holding or redemption of Restricted Share Units, amounts paid or credited to such Participant (or Beneficiary), or securities issued or transferred to such Participant (or Beneficiary) under this Plan. It is the responsibility of the Participant (or Beneficiary) to complete and file any tax returns which may be required under any applicable tax laws within the period prescribed by such laws.

- 12.2 The Corporation and its Subsidiaries may withhold from any amount payable to a Participant or Beneficiary, either under this Plan, or otherwise, such amount as may be necessary so as to ensure that the Corporation or the Subsidiary will be able to comply with the applicable provisions of any federal, provincial, state or local law relating to the withholding of tax or other required deductions, including on the amount, if any, includable in the income of a Participant or Beneficiary (the “**Applicable Withholding Taxes**”).

Article 13 - NO SHAREHOLDER RIGHTS AND UNFUNDED PLAN

- 13.1 Under no circumstances shall Restricted Share Units be considered Shares or other securities of the Corporation, nor shall they entitle any Participant to exercise voting rights or any other rights attaching to the ownership of Shares or other securities of the Corporation, including, without limitation, voting rights, dividend entitlement rights or rights on liquidation, nor shall any Participant be considered the owner of Shares by virtue of the award of Restricted Share Units.
- 13.2 The Plan shall be unfunded and the Corporation will not secure its obligations under the Plan. To the extent any Participant or his Beneficiary holds any rights by virtue of a grant of Restricted Share Units under the Plan, such rights (unless otherwise determined by the Board) shall be no greater than the rights of an unsecured creditor of the Corporation.

Article 14 - CURRENCY

- 14.1 All payments and benefits under the Plan shall be determined and paid in the lawful currency of Canada.

Article 15 - GOVERNING LAW

- 15.1 The Plan and all matters to which reference is made herein shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.



Blake, Cassels &
Graydon LLP
Barristers &
Solicitors
Patent & Trade-
mark Agents
595 Burrard Street, P.O. Box
49314
Suite 2600, Three Bentall Centre
Vancouver BC V7X 1L3 Canada
Tel: 604-631-3300 Fax:
604-631-3309

September 1, 2016

Reference: 99076/1

Pretium Resources Inc.
2300 - 1055 Dunsmuir Street
Four Bentall Centre, PO Box 49334
Vancouver, BC V7X 1L4

RE: Pretium Resources Inc. — Registration Statement on Form S-8

Dear Sirs/Mesdames:

We have acted as Canadian counsel to Pretium Resources Inc., a company formed under the laws of the Province of British Columbia (the "**Company**"), in connection with the preparation and filing with the United States Securities and Exchange Commission of a Registration Statement (the "**Registration Statement**") on Form S-8 under the United States Securities Act of 1933, as amended (the "**Act**").

The purpose of the Registration Statement is to register the offer and sale of up to 3,000,000 common shares of the Company (the "**Shares**") pursuant to the following:

- (1) the exercise of stock options (the "**Options**") granted under the Company's Incentive Stock Option Plan (the "**Option Plan**"); and
- (2) the redemption of restricted share units (the "**RSUs**") issued under the Company's 2015 Restricted Share Unit Plan (the "**RSU Plan**").

We have examined originals or copies, certified or otherwise identified to our satisfaction, of the Notice of Articles and Articles of the Company and resolutions of the directors of the Company and the shareholders of the Company with respect to the matters referred to herein. We have also examined such certificates of public officials, officers of the Company, corporate records and other documents as we have deemed necessary as a basis for the opinion expressed below. In our examination of such documents, we have assumed the authenticity of all documents submitted to us as certified copies or facsimiles thereof.

Our opinions herein are limited to the laws of British Columbia and the federal laws of Canada applicable therein.

Based upon the foregoing, and provided that all necessary corporate action has been taken by the Company to authorize the issuance of the Options and RSUs: (1) upon the due exercise of the Options granted pursuant to and in accordance with the Option Plan, including receipt of the exercise price; and (2) upon the redemption of RSUs in accordance with their terms and the RSU Plan, the Shares underlying the Options and RSUs will be validly issued as fully paid and non-assessable.

MONTREAL OTTAWA TORONTO CALGARY VANCOUVER NEW YORK LONDON BAHRAIN ALKHOBAR* BEIJING SHANGHAI*

*Associated Office

Blake, Cassels & Graydon LLP | blakes.com



Consent is hereby given to the use of our name in the Registration Statement and to the filing, as an exhibit to the Registration Statement, of this opinion. In giving such consent, we do not admit that we come within the category of persons whose consent is required under Section 7 of the Act.

Yours truly,

/s/ Blake, Cassels & Graydon LLP

MONTREAL OTTAWA TORONTO CALGARY VANCOUVER NEW YORK LONDON BAHRAIN ALKHOBAR* BEIJING SHANGHAI*

*Associated Office

Blake, Cassels & Graydon LLP | blakes.com

Consent of Independent Auditor

We hereby consent to the incorporation by reference in this Registration Statement on Form S-8 of our reports dated March 10, 2016, relating to the consolidated financial statements of Pretium Resources Inc. (the “Company”) and the effectiveness of the Company’s internal control over financial reporting, appearing in the Company’s Annual Report on Form 40-F for the year ended December 31, 2015.

/s/ PricewaterhouseCoopers LLP

Chartered Professional Accountants

Vancouver, BC

September 1, 2016

CONSENT OF EXPERT

Reference is made to the feasibility study entitled “Feasibility Study and Technical Report Update on the Brucejack Project, Stewart, BC” with an effective date of June 19, 2014 (the “Report”).

In connection with the filing of Pretium Resources Inc.'s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments (collectively, the “Registration Statement”), I, John (Jianhui) Huang, on behalf of Tetra Tech (the “Company”), consent to the use of the Company's name and references to the Report, or portions thereof, in the Registration Statement and to the inclusion or incorporation by reference of information derived from the Report in the Registration Statement.

Yours truly,

/s/ John (Jianhui) Huang

Tetra Tech
September 1, 2016

CONSENT OF EXPERT

Reference is made to the feasibility study entitled “Feasibility Study and Technical Report Update on the Brucejack Project, Stewart, BC” with an effective date of June 19, 2014 (the “Report”).

In connection with the filing of Pretium Resources Inc.’s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments (collectively, the “Registration Statement”), I, Lynn Olsen, on behalf of Snowden Mining Industry Consultants Inc. (the “Company”), consent to the use of the Company’s name and references to the Report, or portions thereof, in the Registration Statement and to the inclusion or incorporation by reference of information derived from the Report in the Registration Statement.

Yours truly,

/s/ Lynn Olsen

Snowden Mining Industry Consultants Inc.
September 1, 2016

CONSENT OF EXPERT

Reference is made to the feasibility study entitled “Feasibility Study and Technical Report Update on the Brucejack Project, Stewart, BC” with an effective date of June 19, 2014 (the “Report”).

In connection with the filing of Pretium Resources Inc.’s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments (collectively, the “Registration Statement”), I, Herbert (Bert) A. Smith, on behalf of AMC Mining Consultants (Canada) Ltd. (the “Company”), consent to the use of the Company’s name and references to the Report, or portions thereof, in the Registration Statement and to the inclusion or incorporation by reference of information derived from the Report in the Registration Statement.

Yours truly,

/s/ Herbert (Bert) A. Smith

AMC Mining Consultants (Canada) Ltd.

September 1, 2016

CONSENT OF EXPERT

Reference is made to the feasibility study entitled “Feasibility Study and Technical Report Update on the Brucejack Project, Stewart, BC” with an effective date of June 19, 2014 (the “Report”).

In connection with the filing of Pretium Resources Inc.’s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments (collectively, the “Registration Statement”), I, Rolf Schmitt, P. Geo, on behalf of ERM Rescan (the “Company”), consent to the use of the Company’s name and references to the Report, or portions thereof, in the Registration Statement and to the inclusion or incorporation by reference of information derived from the Report in the Registration Statement.

Yours truly,

/s/ Rolf Schmitt

ERM Rescan
September 1, 2016

CONSENT OF EXPERT

Reference is made to the feasibility study entitled “Feasibility Study and Technical Report Update on the Brucejack Project, Stewart, BC” with an effective date of June 19, 2014 (the “Report”).

In connection with the filing of Pretium Resources Inc.’s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments (collectively, the “Registration Statement”) I, Derek Kinakin, on behalf of BGC Engineering Inc. (the “Company”), consent to the use of the Company's name and references to the Report, or portions thereof, in the Registration Statement and to the inclusion or incorporation by reference of information derived from the Report in the Registration Statement.

Yours truly,

/s/ Derek Kinakin

BGC Engineering Inc.
September 1, 2016

CONSENT OF EXPERT

Reference is made to the feasibility study entitled “Feasibility Study and Technical Report Update on the Brucejack Project, Stewart, BC” with an effective date of June 19, 2014 (the “Report”).

In connection with the filing of Pretium Resources Inc.’s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments (collectively, the “Registration Statement”), I, Brian Gould, on behalf of Alpine Solutions Avalanche Services (the “Company”), consent to the use of the Company’s name and references to the Report, or portions thereof, in the Registration Statement and to the inclusion or incorporation by reference of information derived from the Report in the Registration Statement.

Yours truly,

/s/ Brian Gould

Alpine Solutions Avalanche Services
September 1, 2016

CONSENT OF EXPERT

Reference is made to the feasibility study entitled “Feasibility Study and Technical Report Update on the Brucejack Project, Stewart, BC” with an effective date of June 19, 2014 (the “Report”).

In connection with the filing of Pretium Resources Inc.’s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments (collectively, the “Registration Statement”), I, Michael Wise, on behalf of Valard Construction (the “Company”), consent to the use of the Company’s name and references to the Report, or portions thereof, in the Registration Statement and to the inclusion or incorporation by reference of information derived from the Report in the Registration Statement.

Yours truly,

/s/ Michael Wise

Valard Construction
September 1, 2016

CONSENT OF EXPERT

I, Ian I. Chang, consent to the use of my name and references to my name in Pretium Resources Inc.'s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments.

Yours truly,

/s/ Ian I. Chang

Ian I. Chang M.A.Sc., P.Eng.

September 1, 2016

CONSENT OF EXPERT

I, Kenneth C. McNaughton, consent to the use of my name and references to my name in Pretium Resources Inc.'s registration statement on Form S-8 dated September 1, 2016 and any amendments thereto, including any post-effective amendments.

Yours truly,

/s/ Kenneth C. McNaughton

Kenneth C. McNaughton, M.A.Sc., P.Eng.

September 1, 2016