

FORM OF VOTING SUPPORT AGREEMENT

December 14, 2020

TO: NEVADA KING MINING LTD., a corporation existing under the laws of British Columbia (“**Nevada King**”)

Dear Sirs/Madams:

Re: Voting Support Agreement

I understand that Nevada King and Victory Metals Ltd. (“**Victory**”) wish to enter into an arrangement agreement dated as of the date hereof (the “**Arrangement Agreement**”), a copy of which has been provided to me, contemplating a “merger of equals” pursuant to a plan of arrangement under the provisions of the *Business Corporations Act* (British Columbia).

Capitalized terms used in this letter agreement not otherwise defined herein shall have the respective meanings given to them in the Arrangement Agreement.

I am the legal and/or beneficial owner of, or exercise control or direction over, the number of common shares of Victory (the “**Holder Shares**”) and the number of options to purchase common shares of Victory (the “**Holder Options**”) set forth on Schedule A attached hereto. The Holder Shares and the Holder Options are collectively referred to herein as the “**Holder Securities**”.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, I hereby agree, in my capacity as securityholder and not in my capacity as a director or officer of Victory:

- (a) to vote or to cause to be voted the Holder Shares and any other securities of Victory directly or indirectly acquired by or issued to me after the date hereof and entitled to be voted in respect of the Arrangement, including without limitation any common shares of Victory issued upon the exercise or settlement of Holder Options, if any, (i) in favour of the Victory Resolution and any other matter necessary for the consummation of the Arrangement at the meeting of shareholders of Victory to be held to consider the Arrangement, or any adjournment or postponement thereof, and (ii) against any proposed action or agreement which could impede, interfere with, delay or otherwise adversely affect the consummation of the Arrangement;
- (b) if requested by Nevada King, acting reasonably, to deliver or to cause to be delivered to Victory duly executed proxies or voting information forms, such proxies or voting information forms (i) instructing the holder thereof to vote in favour of the Victory Resolution, and (ii) naming those individuals as may be designated by Victory in the management proxy circular in connection with the meeting of shareholders of Victory at which the Victory Resolution will be voted on;
- (c) not to exercise any rights to dissent or rights of appraisal in connection with the Arrangement;

- (d) except in my capacity as a director or officer of Victory to the extent permitted by the Arrangement Agreement, not to take any action which may in any way affect the success of the Arrangement;
- (e) except in my capacity as a director or officer of Victory to the extent permitted by the Arrangement Agreement, not to, directly or indirectly, make or participate in or take any action that would reasonably be expected to facilitate or result in an Acquisition Proposal, or engage in any discussion, negotiation or inquiries relating thereto or accept any Acquisition Proposal; and
- (f) not to, directly or indirectly, sell, transfer, pledge or assign or agree to sell, transfer, pledge or assign any of the Holder Securities or any interest therein without the prior written consent of Nevada King, other than pursuant to the Arrangement Agreement.

I hereby represent and warrant that, subject to the terms of the Holder Options:

- (a) I am the sole beneficial owner of, or exercise control and direction over, the Holder Securities, with good title thereto free and clear of any and all mortgages, liens, charges, security interests, adverse claims, pledges, encumbrances and demands or rights of others of any nature or kind whatsoever;
- (b) I have the sole and exclusive right to vote (if applicable) and sell all of the Holder Securities, and, other than pursuant to this letter agreement, none of the Holder Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling, or other agreement, arrangement or understanding with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind;
- (c) no person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase, acquisition or transfer from me of any of the Holder Securities or any interest therein or right thereto;
- (d) the only securities of Victory beneficially owned by me and/or over which I exercise control, directly or indirectly, on the date hereof are the Holder Securities;
- (e) if I am not a natural person, I am a corporation or other entity validly existing under the law of the jurisdiction of my incorporation and have the requisite corporate power, capacity and authorization to execute and deliver this letter agreement and perform my obligations thereunder;
- (f) if I am a natural person, I have the legal capacity to execute and deliver this letter agreement and to perform the obligations hereunder; and
- (g) this letter agreement has been duly executed and delivered by me and constitutes a legal, valid and binding agreement enforceable against me, in accordance with its terms subject only to any limitation under bankruptcy, insolvency or other law

affecting the enforcement of creditors' rights generally and the discretion that a court may exercise in the granting of equitable remedies.

Notwithstanding any provision of this letter agreement to the contrary:

- (a) but subject to the terms and conditions of the Arrangement Agreement, if I am a director or officer of Victory, I shall not be limited or restricted in any way whatsoever in the exercise of my fiduciary duties or other legal obligations as a director or officer of Victory; and
- (b) I will be entitled to exercise my rights under the Holder Options to acquire common shares of Victory (which common shares of Victory, will be subject to the terms of this letter agreement).

I agree that the details of this letter agreement may be described in any press release, information circular or other communication prepared by Victory or Nevada King in connection with the Arrangement and in any material change report (if applicable) prepared by Victory or Nevada King in connection with the execution and delivery of this letter agreement, and I further agree to this letter agreement being made publicly available, including by filing on SEDAR, in accordance with applicable securities laws.

This letter agreement shall terminate and be of no further force or effect only upon the earliest of:

- (a) our written agreement;
- (b) the termination of the Arrangement Agreement in accordance with its terms;
- (c) the Effective Time; or
- (d) the Outside Date (taking into account any extensions thereof agreed to by Victory or Nevada King).

This letter agreement shall be governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein. Time is of the essence in the performance of my obligations hereunder.

I agree to do all further things as may be reasonably required to give effect to the provisions and intent of this letter agreement, and will provide such further documents or instruments as may be reasonably necessary or desirable to effect the purpose of this letter agreement and carry out its provisions.

The parties hereby agree that irreparable damage may occur in the event that any provision of this letter agreement was not performed in accordance with its specific terms or was otherwise breached, and that monetary damages or other legal remedies may not be an adequate remedy for any such damages. Accordingly, the parties acknowledge and hereby agree that in the event of any breach or threatened breach by me of any of the covenants or obligations set forth in this letter agreement, Nevada King shall be entitled to seek an injunction or injunctions and to specifically enforce the terms and provisions of this letter agreement.

I acknowledge that I have been afforded the opportunity to obtain independent legal advice and confirm by the execution of this letter agreement that I have either done so or waived my right to do so in connection with the entering into of this letter agreement.

This letter agreement shall be binding upon you and I and upon our respective heirs, legal representatives, successors and permitted assigns (as applicable), provided that none of you or I may assign, delegate or otherwise transfer any of our respective rights, interests or obligations under this letter agreement without the prior written consent of the others, except that each of you may assign, delegate or otherwise transfer any of your rights, interests or obligations under this letter to an affiliate, without reducing your respective obligations hereunder.

This letter agreement may be executed in any number of counterparts (including counterparts by facsimile or electronic mail) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this letter agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to me, upon which this letter as so accepted shall constitute an agreement among us.

[Signature page follows.]

Yours truly,

"Signature of Shareholder"

[Name of Shareholder]

Accepted and agreed on December 14, 2020.

NEVADA KING MINING LTD.

By: "Susan Lavertu" (Signed)

Name: Susan Lavertu

Title: Chief Executive Officer

SCHEDULE A

HOLDER SECURITIES

Name	Number of Common Shares	Number of Options
Paul Matysek	2,045,473	2,600,000
Douglas Forster	1,850,000	775,000
Craig Roberts	1,775,000	525,000
Bassam Moubarak	605,000	850,000
Palisades Goldcorp Ltd.	46,532,681	Nil