

AGENCY AGREEMENT

November 13, 2024

Nevada King Gold Corp.
595 Burrard Street, P.O. Box 49500
Vancouver, British Columbia, V7X 1L7

Attention: Collin Kettell, Chief Executive Officer and Director

Dear Sir:

Re: Private Placement of Common Shares

Desjardins Securities Inc., as lead agent and sole bookrunner (the “**Lead Agent**”), together with Red Cloud Securities Inc., Canaccord Genuity Corp. and Roth Canada Inc. (collectively with the Lead Agent, the “**Agents**”), understand that Nevada King Gold Corp. (the “**Corporation**”) proposes to issue and sell (the “**Offering**”) on a private placement basis pursuant to the listed issuer financing exemption (the “**Listed Issuer Financing Exemption**”) under Part 5A of National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”) up to 17,989,000 Common Shares (as defined below) at a price of \$0.34 per Common Share (the “**Issue Price**”) for gross proceeds to the Corporation of up to \$6,116,260 (the “**Offered Securities**”). For the purposes of relying on the Listed Issuer Financing Exemption, the Corporation has: (i) prepared and filed an offering document dated October 23, 2024 (the “**Initial Offering Document**”) and an amended and restated offering document dated October 30, 2024 (the “**Amended Offering Document**”) on SEDAR+ (as defined below) in respect of the Offering; and (ii) filed the Offering Release (as defined below).

Subject to the terms and conditions of this Agreement (as defined below), the Agents, severally and not jointly, agree to act as, and the Corporation appoints the Agents as, the exclusive agents of the Corporation to offer the Offered Securities for sale and purchase on a “best efforts” agency basis in connection with the Offering, and the Agents hereby agree to act as such agents. The Agents may offer the Offered Securities and may solicit offers to purchase the Offered Securities in: (i) each of the provinces of Canada, other than Québec, on a private placement basis; and (ii) such offshore jurisdictions as agreed upon by the Agents and the Corporation pursuant to relevant prospectus or registration exemptions in accordance with Applicable Securities Laws (as defined below). The Corporation acknowledges and agrees that the Agents may, but are not obligated to, purchase any of the Offered Securities as principal.

In consideration of the services rendered by the Agents in connection with the Offering, the Corporation shall pay to the Agents at the Closing Time (as defined below), a cash commission equal to 5.0% of the gross proceeds from the Offering (subject to a reduction to 2.0% of the gross proceeds of up to \$2,000,000 from Subscribers (as defined herein) on the president’s list (the “**President’s List**”) as determined by the Corporation and subject to there being no fee payable on gross proceeds from subscriptions placed by Collin Kettell, John Sclodnick and Michael Parker) (the “**Agents’ Fee**”).

The Corporation agrees that the Agents shall be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, as agents, to assist in the Offering in the Selling Jurisdictions (as defined below) and that the Agents may determine, and shall be solely responsible for, the remuneration payable to such other dealers appointed.

The Agents acknowledge that the Corporation is conducting a non-brokered offering of up to 16,522,852 Common Shares concurrently with the Offering on the same terms as the Offering (the “**Non-Brokered Offering**”). The Agents undertake no obligation to the Corporation or to the purchasers under the Non-Brokered Offering. The Corporation acknowledges and agrees that purchasers under the Non-Brokered Offering do not and will not have any recourse to or any rights against the Agents and the Agents shall not be required to conduct a suitability review in respect of the sale of any Common Shares issued to purchasers under the Non-Brokered Offering.

1. Definitions

In this Agreement:

- (a) “**affiliate**”, “**distribution**”, “**material change**”, “**material fact**”, “**misrepresentation**”, and “**subsidiary**” have the respective meanings given to them in the *Securities Act* (British Columbia);
- (b) “**Agents**” has the meaning given to such term on page 1 hereof;
- (c) “**Agents’ Counsel**” means Wildeboer Dellelce LLP;
- (d) “**Agents’ Fee**” has the meaning given to such term on page 1 hereof;
- (e) “**Agreement**” means this agreement resulting from the acceptance by the Corporation of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;
- (f) “**Amended Offering Document**” has the meaning given to such term on page 1 hereof;
- (g) “**Annual Financial Statements**” means the audited consolidated financial statements of the Corporation for the years ended March 31, 2024 and March 31, 2023;
- (h) “**Applicable Law**” means, in relation to any Person, agreement, property, transaction, event or other matter, all applicable laws, statutes, authorizations, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgments, orders, decisions, directives, rulings, subpoenas, or awards, and conditions of any grant or maintenance of any approval, permission, certification, consent, registration, authority or licence, any applicable federal or provincial pricing policies, and any other requirements of any Governmental Authority, by which such Person is bound or having application to the Corporation

or the Offering and any amendments or supplements to, or all replacements and substitutions of, any of the foregoing;

- (i) **“Applicable Securities Laws”** means all applicable securities laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulators of the Selling Jurisdictions;
- (j) **“Business Day”** means any day, other than a Saturday or Sunday on which banking institutions in Toronto, Ontario or Vancouver, British Columbia are open for commercial banking business during normal banking hours;
- (k) **“Canadian Securities Laws”** means all Applicable Securities Laws in the Selling Jurisdictions in Canada;
- (l) **“Claim”** has the meaning given to such term in Section 9 hereof;
- (m) **“Closing”** means the completion of the Offering;
- (n) **“Closing Date”** means November 13, 2024, or such other date as the Lead Agent and the Corporation may agree upon in writing;
- (o) **“Closing Time”** means 8:00 a.m. (Toronto time) or such other time on the Closing Date as the Lead Agent and the Corporation may agree upon;
- (p) **“Common Share”** means a common share in the capital of the Corporation;
- (q) **“Corporation”** has the meaning given to such term on page 1 hereof;
- (r) **“Corporation’s Auditors”** means Davidson & Company LLP;
- (s) **“Corporation’s Counsel”** means Stikeman Elliott LLP;
- (t) **“Due Diligence Session”** has the meaning given to such term in Section 4(a) hereof;
- (u) **“Due Diligence Session Responses”** means the written or oral responses of the Corporation, as given by any director or officer or employee of the Corporation, at the Due Diligence Session;
- (v) **“Employment Laws”** has the meaning given to such term in Section 3(tt) hereof;
- (w) **“Engagement Letter”** means the engagement letter dated October 23, 2024 between the Corporation and the Lead Agent relating to the Offering;
- (x) **“Environmental Laws”** means any federal, provincial, state, municipal and local or foreign law, statute, ordinance, rule, bylaw and regulation, order, directive,

decree, judgment, injunction, permit, license, authorization or other binding requirement or common law or other Applicable Law, relating to health, safety or the regulation, protection, cleanup or restoration of the environment or natural resources, including, without limitation, those relating to the distribution, processing, generation, treatment, control, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials or Conditions;

- (y) “**Financial Statements**” means the Annual Financial Statements, together with the notes to such financial statements, the report of the auditors of the Corporation on such financial statements, and the unaudited condensed consolidated interim financial statements of the Corporation with respect the three months ended June 30, 2024, together with the notes to such financial statements, respectively;
- (z) “**Governmental Authorities**” means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; (iii) any quasigovernmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above (including the TSX-V and OTCQX); or (iv) any arbitrator exercising jurisdiction over the affairs of the applicable Person, asset, obligation or other matter;
- (aa) “**Governmental Licences**” has the meaning given to such term in Section 3(ee) hereof;
- (bb) “**Hazardous Materials or Conditions**” means any material, substance (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) or condition that is regulated by or may give rise to liability under any Environmental Laws;
- (cc) “**Initial Offering Document**” has the meaning given to such term on page 1 hereof;
- (dd) “**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board;
- (ee) “**Indemnified Party**” has the meaning given to such term in Section 9 hereof;
- (ff) “**Issue Price**” has the meaning given to such term on page 1 hereof;
- (gg) “**knowledge**” of the Corporation (or similar permutations) means to the best of the knowledge of Collin Kettell, Director and Chief Executive Officer of the Corporation, and Bassam Moubarak, Chief Financial Officer of the Corporation, in each case having made due inquiry;
- (hh) “**IT Systems**” has the meaning given to such term in Section 3(yy) hereof;
- (ii) “**Lead Agent**” has the meaning given to such term on page 1 hereof;

- (jj) “**Lien**” means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;
- (kk) “**Listed Equity Security**” has the meaning ascribed thereto in NI 45-106;
- (ll) “**Listed Issuer Financing Exemption**” has the meaning given to such term on page 1 hereof;
- (mm) “**Material Adverse Effect**” means any effect, change, event or occurrence (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable) that is, or is reasonably likely to be, materially adverse to the results of operations, condition (financial or otherwise), assets, properties, capital, liabilities (contingent or otherwise), cash flow, prospects, income or business operations of the Corporation or its Subsidiaries;
- (nn) “**Material Property**” has the meaning given to such term in Section 3(gg) hereof;
- (oo) “**Mineral Properties**” has the meaning given to such term in Section 3(jj) hereof;
- (pp) “**Money Laundering Laws**” has the meaning given to such term in Section 3(fff) hereof;
- (qq) “**Non-Brokered Offering**” has the meaning given to such term on page 2 hereof;
- (rr) “**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;
- (ss) “**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;
- (tt) “**NI 45-106**” has the meaning given to such term on page 1 hereof;
- (uu) “**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;
- (vv) “**NI 52-110**” means National Instrument 52-110 – *Audit Committees*;
- (ww) “**notice**” has the meaning given to such term in Section 15 hereof;
- (xx) “**Offered Securities**” has the meaning given to such term on page 1 hereof;
- (yy) “**Offering**” has the meaning given to such term on page 1 hereof;
- (zz) “**Offering Document**” means each of the Initial Offering Document and the Amended Offering Document;

- (aaa) “**Offering Release**” means the news release issued by the Corporation announcing the Offering on October 23, 2024, as supplemented by the news release issued on October 30, 2024;
- (bbb) “**Other Properties**” has the meaning given to such term in Section 3(jj) hereof;
- (ccc) “**OTCQX**” means the OTCQX[®] Best Market by OTC Markets Group in the United States;
- (ddd) “**Person**” includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;
- (eee) “**Personal Data**” has the meaning given to such term in Section 3(yy) hereof;
- (fff) “**Public Record**” means, without limitation, the prospectuses, annual information forms, annual and quarterly financial statements and related management discussion and analysis, offering memoranda, material change reports, press releases and any other documents or reports filed by the Corporation with the Securities Commissions during the 24 months preceding the date hereof and which are available on SEDAR+;
- (ggg) “**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;
- (hhh) “**Sanctioned Country**” has the meaning given to such term in Section 3(eee) hereof;
- (iii) “**Sanctions**” has the meaning given to such term in Section 3(eee) hereof;
- (jjj) “**SEC**” means the United States Securities and Exchange Commission;
- (kkk) “**Securities Commissions**” means the securities commissions or similar regulatory authorities in the Canadian Selling Jurisdictions;
- (lll) “**SEDAR+**” means the computer system for the transmission, receipt, acceptance, review and dissemination of documents filed in electronic format known as the System for Electronic Data Analysis and Retrieval + which is available online at www.sedarplus.ca;
- (mmm) “**Selling Jurisdictions**” means all of the provinces of Canada, other than Québec, and such other jurisdictions as the Agents and the Corporation may agree;
- (nnn) “**Subscriber**” means, for the purposes of this Agreement, each Person who purchases Offered Securities under the Offering;

- (ooo) “**Subscriber Questionnaire**” means the form of questionnaire agreed to between the Lead Agent and the Corporation to provide information required by the Corporation for each Subscriber;
- (ppp) “**Subsidiaries**” means, together, 1226065 B.C. Ltd. and Desert Hawk Resources Inc.;
- (qqq) “**Technical Report**” means the independent technical report entitled “NI 43-101 Technical Report on Resources Atlanta Property, Lincoln County, NV” prepared by Gustavson Associates with an effective date of October 6, 2020 and filed by or on behalf of the Corporation with the Securities Commissions via SEDAR+ in Canada;
- (rrr) “**TSX-V**” means the TSX Venture Exchange;
- (sss) “**U.S. Person**” means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S;
- (ttt) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder; and
- (uuu) “**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia.

2. Restrictions on Sale

Each of the Agents hereby represents, warrants, covenants and agrees, severally and not jointly, with the Corporation and acknowledges that the Corporation is relying upon such representations, warranties and covenants, that:

- (a) it will not solicit subscriptions for Offered Securities, trade in Offered Securities or otherwise do any act in furtherance of a trade of Offered Securities outside of the Selling Jurisdictions, provided that it may so solicit, trade or act within such jurisdictions only if such solicitation, trade or act is in compliance with Applicable Securities Laws in such jurisdiction and does not
 - (i) obligate the Corporation to file a prospectus, registration statement, or similar document in such jurisdiction, other than the Offering Document;
 - (ii) obligate the Corporation to establish or maintain any office or director or officer in such jurisdiction, or
 - (iii) subject the Corporation to any ongoing or continuous disclosure reporting obligation in such jurisdiction.
- (b) in respect of the offer and sale of the Offered Securities, it will conduct its activities in connection with the Offering and comply with all Canadian Securities Laws and the provisions of this Agreement;

- (c) it is, and will be at the Closing Time, duly registered pursuant to the provisions of Canadian Securities Laws, and is duly registered or licensed as an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or where not so registered or licensed, the Agent will act only through members of a selling group who are so registered or licensed;
- (d) it is valid and subsisting corporations under the laws of the jurisdictions in which it was incorporated, continued or amalgamated;
- (e) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (f) this Agreement has been duly authorized, executed and delivered by the Agent and shall constitute a valid and binding obligation of such Agent, enforceable against the Agent in accordance with its terms except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (g) it shall deliver a Subscriber Questionnaire to the Corporation for each Subscriber which, to the knowledge of the Agent, shall be accurate and complete in all material respects; and
- (h) it shall not make any representation or warranty with respect to the Offered Securities in connection with the Offering, other than as set forth in this Agreement, the Offering Document or the Subscriber Questionnaires.

The parties to this Agreement acknowledge that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and will not be offered or sold to, or for the account or benefit of, Persons in the United States or U.S. Persons.

The Corporation undertakes to file, or cause to be filed, all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Offered Securities (including a Form 45-106F1 with the applicable Securities Commissions) so that the distribution of the Offered Securities to the Subscribers may lawfully occur without the necessity of filing a prospectus, registration statement or other offering document, other than the Offering Document, in the Canadian Selling Jurisdictions, but on terms that will permit the Offered Securities acquired by the Subscribers to be sold at any time in the Canadian Selling Jurisdictions. All prescribed fees payable in connection with such filings shall be at the expense of the Corporation. The Agents undertake to use commercially reasonable efforts to cause Subscribers to complete and deliver to the Corporation any forms required by Canadian Securities Laws and the TSX-V in connection with the Offering.

Neither the Corporation nor the Agents shall: (i) provide to prospective Subscribers any document or other material or information that would constitute an offering memorandum within the meaning of Canadian Securities Laws, except the Offering Document; or (ii) engage in any form of “general solicitation” or “general advertising” (as such terms are defined in Regulation D of the U.S. Securities Act) in connection with the offer and sale of the Offered Securities, including causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Offered Securities whose attendees have been invited by general solicitation or advertising.

3. Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agents and the Subscribers, and acknowledges that the Agents and the Subscribers are relying upon such representations and warranties, that:

- (a) the Corporation has been duly incorporated and is validly existing under the laws of the jurisdiction of its incorporation and is properly registered or licensed to carry on business under the laws of all jurisdictions in which its business is carried on;
- (b) the Corporation (i) has the requisite corporate power, authority and capacity to own, lease and operate its property and assets and to carry on its business as currently carried on or as proposed to be carried on; and (ii) has all requisite corporate power and authority to execute, deliver and perform its obligations under this Agreement and to issue and sell the Offered Securities;
- (c) the Corporation has been and is in compliance with its continuous and timely disclosure obligations under Canadian Securities Laws and the rules and regulations of the TSX-V and OTCQX except where such failure to comply would not be expected to have a Material Adverse Effect; no confidential material change report has been filed by the Corporation under Canadian Securities Laws that remains confidential at the date of this Agreement; the Corporation has not completed a “significant acquisition”, which would require the Corporation to file a business acquisition report under Canadian Securities Laws which has not yet been filed; and all of the material contracts and agreements of the Corporation not made in the ordinary course of business, if required under Canadian Securities Laws, have been filed with the applicable Securities Commissions;
- (d) the Corporation is in compliance, in all material respects, with its obligations under and the provisions of NI 43-101 and there is no new material scientific or technical information concerning the Material Property that would require a new technical report in respect of the Material Property to be issued under NI 43-101;
- (e) other than as disclosed in the Public Record, since the date of the most recent audited balance sheet (i) there has been no material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation

or its Subsidiaries, (ii) there have been no transactions entered into by the Corporation or its Subsidiaries which are material with respect to the Corporation or its Subsidiaries, other than those in the ordinary course of business, and (iii) there has been no dividend or distribution of any kind declared, paid or made by the Corporation on any class of its shares;

- (f) the Corporation has authorized share capital consisting of an unlimited number of Common Shares, of which 343,582,944 Common Shares are issued and outstanding as of the date of this Agreement and has an aggregate of 16,700,000 stock options outstanding as of the date of this Agreement. Other than such stock options and any implied agreements that the Corporation has made to subscribers to the Non-Brokered Offering, no Person has any agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Corporation of any unissued shares of the Corporation;
- (g) all of the issued and outstanding securities of the Corporation have been duly and validly authorized and issued and are fully paid and non-assessable shares of the Corporation, and none of the outstanding securities of the Corporation were issued in violation of the pre-emptive or similar rights of any securityholder of the Corporation;
- (h) the Corporation has no subsidiaries or affiliates other than the Subsidiaries and the Corporation beneficially owns, directly or indirectly, all of the issued and outstanding shares in the capital of the Subsidiaries free and clear of all Liens, all of such shares have been duly authorized and validly issued and are outstanding as fully paid shares and subject to no further call for contribution and no Person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation of any interest in any of such shares of the Subsidiaries or for the issue or allotment of any unissued shares in the capital of its Subsidiaries or any other security convertible into or exchangeable for any such shares of the Subsidiaries;
- (i) each of the Subsidiaries has been duly incorporated and is validly existing under the laws of its jurisdiction of formation, continuation, amalgamation or incorporation, has all requisite corporate power and authority and is duly qualified to carry on its business as now conducted and to own or lease its properties and assets;
- (j) no proceedings have been taken, instituted or, to the knowledge of the Corporation, are pending for the dissolution or liquidation of the Corporation or the Subsidiaries; neither the Corporation nor its Subsidiaries has committed an act of bankruptcy or sought protection from its creditors from any court or pursuant to any legislation, proposed a compromise or arrangement to its creditors generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed for any part of its assets, had any

encumbrance or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against it, and at the Closing Time, neither the Corporation nor its Subsidiaries will be an insolvent person (as that term is defined in the *Bankruptcy and Insolvency Act* (Canada));

- (k) at the Closing Time, the Offered Securities shall be duly authorized and validly issued as fully paid and non-assessable Common Shares;
- (l) the Common Shares are listed for trading or quoted, as applicable, on the TSX-V and OTCQX and the Offered Securities are conditionally approved for listing on the TSX-V, subject to the satisfaction of customary conditions required by the TSX-V;
- (m) the Corporation is not in default or breach of, and the execution and delivery of, and the performance of and compliance with the terms of this Agreement and the transactions contemplated hereunder, do not and will not result in a breach of or constitute a default under, and do not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under, any term or provision of the notice of articles, articles, or resolutions of the directors or shareholders of the Corporation, or any mortgage, note, indenture, contract, agreement (written or oral), instrument, lease or other document to which the Corporation is a party or by which it is bound, or any judgment, decree, order, statute, rule or regulation applicable to the Corporation except for such breach or default that would not reasonably be expected to have a Material Adverse Effect;
- (n) this Agreement and the performance of the Corporation's obligations hereunder have been duly authorized by all necessary corporate action and this Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by Applicable Law;
- (o) no approval, authorization, consent or other order of, and no filing, registration or recording with any Governmental Authority or other Person is required of the Corporation, other than as already completed or obtained, in connection with the execution and delivery of or with the performance by the Corporation of its obligations under this Agreement, except as required by the TSX-V and post-Closing obligations pursuant to Canadian Securities Laws with regard to the distribution of the Offered Securities in the Canadian Selling Jurisdictions;

- (p) the Corporation is not aware of any pending change or contemplated change to any Applicable Law or regulation or governmental position that would have a Material Adverse Effect;
- (q) the Financial Statements have been prepared in conformity with IFRS applied on a consistent basis throughout the periods involved, contain no material misrepresentations and present fairly in all material respects the financial position, results of operations and cash flows of the Corporation on a consolidated basis as at the date of the Financial Statements;
- (r) the Corporation maintains a system of internal control over financial reporting to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with IFRS and maintains a system of disclosure controls and procedures that is designed to provide reasonable assurances that information required to be disclosed by the Corporation under Canadian Securities Laws is recorded, processed, summarized and reported within the time periods specified under Canadian Securities Laws and to ensure that information required to be disclosed by the Corporation under Canadian Securities Laws is accumulated and communicated to the Corporation's management, including its Chief Executive Officer and Chief Financial Officer, as appropriate, to allow timely decisions regarding required disclosure;
- (s) except as disclosed in the Public Record, no director or officer, former director or officer, or, shareholder or employee of, or any other Person not dealing at arm's length with, the Corporation or its Subsidiaries is engaged or, to the knowledge of the Corporation, will become engaged, in any material transaction or arrangement with or be a party to a material contract with, or has any indebtedness, liability or obligation to, the Corporation or its Subsidiaries, except for employment or consulting arrangements with employees or consultants or those serving as a director or officer of the Corporation or its Subsidiaries as described in the Public Record;
- (t) except as disclosed in the Financial Statements, neither the Corporation nor its Subsidiaries has any liabilities, debentures, notes, mortgages, or other indebtedness or obligations (whether accrued, absolute, contingent or otherwise) that continue to be outstanding other than liabilities, obligations or indebtedness or commitments incurred after the last period covered by the Financial Statements in the normal course of business;
- (u) there is no material litigation or governmental or other proceeding or investigation at law or in equity before any Governmental Authority in progress, or, to the Corporation's knowledge, pending or threatened (and the Corporation does not know of any basis therefor) against, or involving the assets, properties or business of, the Corporation or its Subsidiaries, nor are there any matters under discussion with any Governmental Authority relating to taxes, governmental charges, orders or assessments asserted by any such authority and to the Corporation's knowledge there are no facts or circumstances which would reasonably be expected to form

the basis for any such litigation, governmental or other proceeding or investigation, taxes, governmental charges, orders or assessments;

- (v) the Corporation's Auditors are independent public accountants as required under Canadian Securities Laws and there has never been a reportable event (within the meaning of NI 51-102) between the Corporation and the Corporation's Auditors;
- (w) there has been no change in accounting policies or practices of the Corporation or its Subsidiaries other than as disclosed in the Financial Statements;
- (x) the responsibilities and composition of the Corporation's audit committee comply with NI 52-110;
- (y) each of the Corporation and its Subsidiaries is not in violation of its constating documents or in default in any material respect in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound other than any default that, individually or in the aggregate, would not reasonably be expected to have a Material Adverse Effect.
- (z) each of the Corporation and its Subsidiaries is not a party to, bound by or affected by any commitment, agreement or document containing any covenant which expressly and materially limits its freedom to compete in any line of business, transfer or move any of its respective assets or operations or which adversely materially affects the business practices, operations or condition of the Corporation or its Subsidiaries;
- (aa) to the knowledge of the Corporation, no counterparty to any material obligation, agreement, covenant or condition contained in any material contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which any the Corporation or its Subsidiaries is a party is in default in the performance or observance thereof;
- (bb) all tax returns required to be filed by the Corporation and its Subsidiaries on or prior to the date of this Agreement have been filed and all taxes and other assessments of a similar nature (whether imposed directly or through withholding), including any interest, additions to tax or penalties applicable thereto, due or claimed to be due have been paid or accrued in the Financial Statements, except in any case in which the failure to file, pay or accrue such taxes would not result in a Material Adverse Effect, and neither the Corporation nor its Subsidiaries is a party to any agreement, waiver or arrangement with any taxing authority which relates to any extension of time with respect to the filing of any tax returns, any payment of taxes or any assessment of taxes; there is no tax deficiency which has been asserted against the Corporation or its Subsidiaries and all material tax liabilities are adequately provided for in the Financial Statements in accordance with IFRS for all periods up to the date of the latest audited balance sheet; and there are no

assessments or investigations in progress or, to the knowledge of the Corporation, pending or threatened against the Corporation or its Subsidiaries in respect of taxes; there are no Liens for taxes upon the assets of the Corporation or its Subsidiaries;

- (cc) each of the Corporation and its Subsidiaries has conducted and is conducting its business in material compliance with all Applicable Laws of each jurisdiction in which it carries on business and neither the Corporation nor its Subsidiaries has received any notice of any alleged violation of any such laws, rules and regulations, and neither the Corporation nor its Subsidiaries know of or has reasonable grounds to know of, any facts that would give rise to a notice of non-compliance with any such laws other than as would not be expected to have a Material Adverse Effect;
- (dd) all information which has been prepared or compiled by the Corporation relating to the Corporation and its Subsidiaries, and its business, properties (including the Mineral Properties) and liabilities, and either filed on SEDAR+ or provided to the Agents, including all financial, marketing, sales, technical mining and operational information, is as of the date of such information, true and correct in all material respects, and no material fact or facts have been omitted therefrom which would make such information misleading. In addition, the Corporation has filed all material documents required to be filed by it under Canadian Securities Laws and is in compliance with any order or undertaking issued by any Securities Commission and the documents filed by the Corporation constituting the Public Record did not contain a misrepresentation at the time of their filing on SEDAR+;
- (ee) each of the Corporation and its Subsidiaries possesses such permits, licences, approvals, consents and other authorizations issued by Governmental Authorities (collectively, “**Governmental Licences**”) necessary to conduct the business now operated by them and currently proposed to be operated by them, except where the failure to possess such Governmental Licences would not reasonably be expected to have a Material Adverse Effect; all such Governmental Licences are valid and existing and in good standing except where a failure of such Governmental License to be valid, existing or in good standing would not be expected to have a Material Adverse Effect; and each of the Corporation and its Subsidiaries is in compliance in all material respects with the terms and conditions of all such Governmental Licences and neither the Corporation nor its Subsidiaries has received any notice of any material alleged violation of any such Governmental Licences, nor knows of, nor has reasonable grounds to know of, any facts that would give rise to a notice of non-compliance with or revocation of any such Governmental Licences;
- (ff) (i) neither the Corporation nor its Subsidiaries is in violation of any Environmental Laws other than as would not be expected to have a Material Adverse Effect, (ii) the Corporation and its Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements except where the failure to have such permits, authorizations and approvals would not reasonably be expected, on an individual or aggregate basis, to have a Material Adverse Effect, and (iii) to the knowledge of the Corporation, there are no pending administrative, regulatory or judicial actions, suits, demands,

demand letters, claims, Liens, orders, directions, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Law against the Corporation or its Subsidiaries, and there are no facts or circumstances which would reasonably be expected to form the basis for any such administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, orders, directions, notices of non-compliance or violation, investigation or proceedings;

- (gg) Schedule “A” contains a complete and accurate list of all material mining concessions, claims and leases and other conventional proprietary mining interests and rights in which the Corporation and its Subsidiaries have an interest, directly or indirectly (together, the “**Material Property**”), including, without limitation, all material mining concessions, claims, leases and other conventional proprietary mining interests and rights in respect of which the Corporation or its Subsidiaries has any obligation to contribute funds or make payments, other than fees or taxes payable in the ordinary course under the regulations governing such concessions. The Material Property is the only mineral property currently material to the Corporation or its Subsidiaries in which the Corporation or its Subsidiaries have a direct or indirect interest; all mining concessions, claims and leases and other conventional proprietary mining interests and rights comprising the Material Property are in good standing as of the date hereof. The Material Property is validly held by the Corporation and its Subsidiaries and the mineral resources of the Material Property, as disclosed in the Technical Report, have been prepared in accordance with Canadian industry standards set forth in NI 43-101;
- (hh) the description of the Material Property set out in Schedule “A” constitutes an accurate description of the Material Property and all material interests held or to be held by the Corporation and its Subsidiaries therein;
- (ii) the Corporation and its Subsidiaries, as the case may be, are the absolute legal and beneficial owners of, and have good and marketable title to, the material assets of the Corporation and its Subsidiaries, including the Material Property as described in Schedule “A”. No other rights are necessary for the conduct of the business or operations of the Material Property as currently conducted; none of the Corporation or its Subsidiaries know of any claim or the basis for any claim that might or could materially and adversely affect the right thereof to use, transfer or otherwise exploit such Material Property and, except for those certain royalty agreements disclosed in the Public Record, neither the Corporation nor the Subsidiaries have any responsibility or obligation to pay any commission, royalty, net profits interest, carried interest, licensing fee, or any other Liens or claims of any nature whatsoever with respect to the Material Property, or any part thereof;
- (jj) the Technical Report complies in all material respects with the requirements of NI 43-101 and with respect to information set forth in the Public Record information relating to the Corporation’s estimates of mineral resources of the Material Property as at the date they were prepared is (i) based upon information prepared by or under the supervision of a qualified person “qualified persons” or (ii) approved by a “qualified persons” (within the meaning of NI 43-101);

- (kk) other than the Material Property, the Corporation or its Subsidiaries, as the case may be, is the absolute legal and beneficial owners of, and have good and marketable title to, all mining concessions, claims and leases and other conventional proprietary mining interests and rights in which the Corporation and its Subsidiaries have an interest (together, the “**Other Properties**”, and, together with the Material Property, the “**Mineral Properties**”) and assets thereof used by each in connection with its business, and no other rights are necessary for the conduct of the business or operations of the Other Properties as currently conducted; none of the Corporation or its Subsidiaries know of any claim or the basis for any claim that might or could materially and adversely affect the right thereof to use, transfer or otherwise exploit such Other Properties and, except for those certain royalty agreements disclosed in the Public Record, neither the Corporation nor the Subsidiaries have any responsibility or obligation to pay any commission, royalty, net profits interest, carried interest, licensing fee, or any other Liens or claims of any nature whatsoever to any Person with respect to the Other Properties, or any part thereof; all mining concessions, claims and leases and other conventional proprietary mining interests and rights comprising the Other Properties are in good standing as of the date hereof;
- (ll) all assessments or other work required to be performed within the areas comprising the Material Properties in order to maintain the Corporation’s and its Subsidiaries’ interests therein, as the case may be, have been performed to date and the Corporation and its Subsidiaries have complied in all respects with all Applicable Laws in this regard, as well as with regard to legal, contractual obligations to third parties, except in each case for any non-compliance that would not, either individually or in the aggregate, have a Material Adverse Effect;
- (mm) to the knowledge of the Corporation, there are no expropriations or similar proceedings against the Material Properties or any related mining claim;
- (nn) to the knowledge of the Corporation, all exploration and development activities conducted on premises in which the Corporation and its Subsidiaries have a direct or indirect economic interest, including within the areas comprising the Material Property, have been conducted in all respects in accordance with good mining and engineering practices and all Applicable Laws relating to workers’ compensation and health and safety and have been duly complied with, except where the failure to so conduct operations could not reasonably be expected to have a Material Adverse Effect;
- (oo) any and all of the agreements and other documents and instruments pursuant to which the Corporation or a Subsidiaries holds its interest in material assets (including any option agreement or any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, none of the Corporation nor the Subsidiaries nor, to the knowledge of the Corporation, any other party thereto, is in default of any of the provisions of any such agreements, documents or instruments, nor to the knowledge of the Corporation has any such

default been alleged, and the Corporation is not aware of any disputes with respect thereto;

- (pp) with respect to the Material Property, the Corporation or its Subsidiaries have filed all work reports required in order to maintain the Corporation's interest with respect to the Material Property with the relevant Governmental Authority;
- (qq) there are no claims with respect to Indigenous rights currently outstanding or, to the knowledge of the Corporation, pending or threatened, with respect to any of the Mineral Properties;
- (rr) to the Corporation's knowledge, there are no material environmental audits, evaluations, assessments, studies or tests relating to the Mineral Properties;
- (ss) to the knowledge of the Corporation, the Corporation and the Subsidiaries maintain a good working relationship with all Governmental Authorities in the jurisdictions in which the Mineral Properties are located, or in which such parties otherwise carry on their business or operations; to the knowledge of the Corporation, all such government relationships are intact and mutually cooperative and there exists no condition or state of fact or circumstances in respect of the Governmental Authorities, that would prevent the Corporation or the Subsidiaries from conducting its business and all activities in connection with the Mineral Properties as currently conducted or proposed to be conducted and there exists no actual or, to the knowledge of the Corporation, threatened termination, limitation, modification or material change in the working relationship with any Governmental Authorities;
- (tt) (i) each of the Corporation and its Subsidiaries is in compliance, in all material respects, with the provisions of all applicable federal, provincial, local and foreign laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours (collectively, "**Employment Laws**"), (ii) no collective labour dispute, grievance, material arbitration or legal proceeding is ongoing, or, to the knowledge of the Corporation, pending or threatened and no individual labour dispute, grievance, material arbitration or legal proceeding is ongoing, or, to the knowledge of the Corporation, pending or threatened with any employee of the Corporation or its Subsidiaries and, to the knowledge of the Corporation, none has occurred during the past year; and (iii) no union has been accredited or otherwise designated to represent any employees of the Corporation or its Subsidiaries and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or its Subsidiaries and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the Corporation's or its Subsidiaries facilities and none is currently being negotiated by the Corporation or its Subsidiaries;

- (uu) neither the Corporation nor its Subsidiaries are in default or breach, in any material respect, of any real property lease, and neither the Corporation nor its Subsidiaries has received any notice or other communication from the owner or manager of any real property leased by the Corporation or its Subsidiaries that either the Corporation or its Subsidiaries is not in compliance with any real property lease, and to the knowledge of the Corporation, no such notice or other communication is pending or has been threatened;
- (vv) the assets of the Corporation and the Subsidiaries and their respective businesses and operations are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and the Corporation has not failed to promptly give any notice or present any material claim thereunder;
- (ww) the minute books and corporate records of the Corporation and its Subsidiaries made available to Agents' Counsel in connection with the Agents' due diligence investigations are the original minute books and records or true and complete copies of the original minute books and contain copies of all proceedings of the shareholders, the boards of directors and all committees of the boards of directors of each of such entities that have been minuted or resolved and, there have been no other meetings, resolutions or proceedings of the shareholders, boards of directors or any committee thereof to the date of review of such corporate records and minute books not reflected in such minute books and other corporate records, other than those which are not material in the context of such entities, as applicable;
- (xx) no securities commission, including the Securities Commissions, stock exchange or comparable authority has issued any order requiring trading in any of the Corporation's securities to cease or preventing the distribution of the Offered Securities in any Canadian Selling Jurisdiction nor instituted proceedings for that purpose and, to the knowledge of the Corporation, no such proceedings are pending or contemplated;
- (yy) the Corporation's information technology assets and equipment, computers, systems, networks, hardware, software, websites, applications, and databases (collectively, "**IT Systems**") are adequate for, and operate and perform in all material respects as required in connection with the operation of the business of the Corporation as currently conducted. The Corporation has made backups of all material software and databases used by it and maintain such backups at a secure off-site location. The Corporation has implemented and maintained commercially reasonable controls, policies, procedures, and safeguards to maintain and protect its material confidential information and the integrity, continuous operation, redundancy and security of all IT Systems and data (including all personal, personally identifiable, sensitive, confidential or regulated data ("**Personal Data**")) used in connection with their businesses, and to the knowledge of the Corporation, there have been no breaches, violations, outages or unauthorized uses of or accesses to same, except for those that have been remedied without material cost or liability

or the duty to notify any other Person, nor any incidents under internal review or investigations relating to the same. The Corporation has taken all necessary actions to comply with Canada's *Personal Information Protection and Electronic Documents Act* (and all other Applicable Laws and regulations with respect to Personal Data for which any non-compliance with same would be reasonably likely to have a Material Adverse Effect);

- (zz) the Due Diligence Session Responses, as they relate to matters of fact, have been and shall continue to be true and correct in all material respects as at the time such responses have been or are given, as the case may be, and such responses taken as a whole have not and shall not omit any fact or information necessary to make any of the responses not misleading in light of the circumstances in which such responses were given or shall be given, as the case may be; and where the responses reflect the opinion or view of the Corporation or its officers or its directors (including responses or portions of such responses which are forward-looking or otherwise relate to projections, forecasts, or estimates of future performance or results (operating, financial or otherwise)), such opinions or views have been and will be honestly held and believed to be reasonable at the time they are given;
- (aaa) Alliance Trust Company, at its principal office in the City of Calgary, has been duly appointed as registrar and transfer agent for the Common Shares;
- (bbb) other than as contemplated by this Agreement, there is no Person acting at the request of the Corporation who is entitled to any brokerage or agency fee in connection with the sale of the Offered Securities;
- (ccc) to the knowledge of the Corporation, there are no shareholders' agreements, voting agreements, investors' rights agreements or other agreements in force or effect which in any manner affects or will affect the voting or control of any of the securities of the Corporation or its Subsidiaries or the operations or affairs of the Corporation or its Subsidiaries;
- (ddd) (a) neither the Corporation nor the Subsidiaries has, directly or indirectly, (i) made or authorized any contribution, payment or gift of funds or property of the Corporation or the Subsidiaries or other unlawful expense relating to political activity to any official, employee or agent of any Governmental Authority, or (ii) made any direct or indirect contribution from corporate funds to any candidate for public office, in either case, where either the payment or the purpose of such contribution, payment or gift was, is, or would be prohibited under the *Corruption of Foreign Public Officials Act* (Canada) or the *U.S. Foreign Corrupt Practices Act of 1977*, as amended, or the rules and regulations promulgated thereunder, or under any other legislation of any relevant jurisdiction, covering a similar subject matter applicable to the Corporation or the Subsidiaries and their respective operations, and the Corporation and the Subsidiaries have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with such legislation; and (b) the operations of the Corporation and the Subsidiaries are and have been conducted at all times in

compliance with such legislation and no suit, action or proceeding by or before any Governmental Authority or any arbitrator involving the Corporation or the Subsidiaries with respect to such legislation is in progress, or to the knowledge of the Corporation, pending or threatened. Neither the Corporation nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the Corporation, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or any director, officer, employee, consultant, representative or agent of the Corporation violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any Person alleging non-compliance with any such laws;

- (eee) neither the Corporation nor its Subsidiaries, nor, to the knowledge of the Corporation, any director, officer, employee, consultant, representative, affiliate or agent of the Corporation or the Subsidiaries (i) is, or is controlled by or is acting on behalf of, an individual or entity that is currently the subject of any sanctions administered or enforced by Canada (including sanctions administered or enforced by Global Affairs Canada and the Royal Canadian Mounted Police or other relevant sanctions authority) (collectively, “**Sanctions**”), (ii) is to the knowledge of the Corporation, located, organized or resident in a country or territory that is, or whose government is, the subject of Sanctions that broadly prohibit dealings with that country or territory, including, without limitation, Crimea, Cuba, Sudan, Syria, Iran and North Korea (collectively, the “**Sanctioned Countries**” and each, a “**Sanctioned Country**”) or (iii) shall, directly or indirectly, use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other individual or entity (I) to fund or facilitate any activities of or business with any Person, or in any country or territory, that, at the time of such funding, is the subject or the target of Sanctions, or (II) in any other manner that would result in a violation of any applicable Sanctions by, or could result in the imposition of applicable Sanctions against, any individual or entity (including any individual or entity participating in the Offering, whether as agent, underwriter, advisor, investor or otherwise), and the Corporation and its Subsidiaries have not knowingly engaged in, are not now knowingly engaged in, and will not engage in, any dealings or transactions with any Person, or in any country or territory, that at the time of the dealing or transaction is or was the subject of Sanctions;
- (fff) the operations of the Corporation and its Subsidiaries are, and have been conducted at all times, in compliance with all material applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the money laundering laws of all applicable jurisdictions, and any related or similar Applicable Laws of any applicable Governmental Authority (collectively, the “**Money Laundering Laws**”) and to the knowledge of

the Corporation, no action, suit or proceeding by or before any Governmental Authority involving the Corporation or any of its Subsidiaries with respect to the Money Laundering Laws is pending or threatened;

(ggg) the Corporation is eligible to offer for sale and issue the Offered Securities accordance with the Listed Issuer Financing Exemption, and for greater certainty satisfies each of the conditions and will comply with each of the requirements set out in Part 5A of NI 45-106, including:

- (i) the Corporation is a “reporting issuer” in British Columbia and Alberta, is not currently in default of any requirement of Canadian Securities Laws of such jurisdictions, is not included on a list of defaulting reporting issuers maintained by the Securities Commissions in each of the provinces of Canada in which it is a “reporting issuer”, has been a reporting issuer in at least one jurisdiction of Canada for the 12 months immediately before the date the Offering Release and the Offering Document were filed, and no material change relating to the Corporation has occurred with respect to which the requisite material change report has not been filed under any Applicable Securities Laws in such provinces or territories (other than in respect of the Offering), and no such disclosure has been made on a confidential basis;
- (ii) during the 12 months prior to the date of this Agreement, the Corporation has raised \$0 using the Listed Issuer Financing Exemption and is not otherwise raising funds under the Listed Issuer Financing Exemption other than in connection with the Offering;
- (iii) the Common Shares are Listed Equity Securities;
- (iv) the Corporation is not, or during the 12 months immediately before the date the Corporation filed the Offering Release, the Corporation or any Person with whom the Corporation completed a restructuring transaction was not, either of the following: an issuer whose operations have ceased; an issuer whose principal asset is or was cash, cash equivalents, or its exchange listing, including, for greater certainty, a capital pool company, a special purpose acquisition company, a growth acquisition corporation or any similar Person;
- (v) the Corporation is not an investment fund as defined under Canadian Securities Laws in Canada;
- (vi) the Corporation has filed all periodic and timely disclosure documents that it is required to have filed under each of the following:
 - (1) applicable securities legislation;
 - (2) an order issued by the regulator or securities regulatory authority;

- (3) an undertaking to the regulator or securities regulatory authority;
- (vii) the Corporation does not intend to allocate the available funds disclosed in the Offering Document to effect: (i) an acquisition that is a significant acquisition under Part 8 of NI 51-102; (ii) a restructuring transaction as such term is defined in NI 51-102; or (iii) any other transaction that requires approval of any security holder under the corporate law of the jurisdiction in which the Corporation is incorporated or continued, any requirement of the exchange on which the Corporation's Listed Equity Securities are listed for trading, or the Corporation's constating documents;
- (viii) on the date of the issuance of the Offering Release, the total dollar amount of the Offering, combined with the dollar amount of all other distributions made by the Corporation under the Listed Issuer Financing Exemption during the 12 months immediately before the date of the Offering Release, will not, assuming completion of the Offering, exceed the greater of the following: (i) \$5,000,000; and (ii) 10% of the aggregate market value of the Corporation's listed securities, on the date of the Offering Release, to a maximum of \$10,000,000;
- (ix) the Offering, combined with all other distributions made by the Corporation under the Listed Issuer Financing Exemption during the 12 months immediately before the date of the Offering Release, will not result in an increase of more than 50% of the Corporation's outstanding Listed Equity Securities, as of the date that is 12 months before the date of the Offering Release;
- (x) as at the Closing Date, the Corporation reasonably expects that the Corporation will have available funds to meet its business objectives and liquidity requirements for a period of 12 months following the Closing Date;
- (xi) the Offering Document, together with the Public Record, contains disclosure of all material facts relating to the Offered Securities and does not contain a misrepresentation. The Offering Document complies in all material respects with the requirements of Canadian Securities Laws; and
- (xii) there has been no material change (as defined under Canadian Securities Law) in respect of the Corporation since the date of the Amended Offering Document requiring the filing of an amendment to the Amended Offering Document and issuing and filing a news release stating that an amendment to the Amended Offering Document addressing the material change has been filed.

It is further agreed by the Corporation that all representations, warranties and covenants contained in this Agreement made by the Corporation to the Agents shall also be deemed to be made for the benefit of Subscribers as if the Subscribers were also parties to this Agreement (it being agreed that the Agents are acting for and on behalf of the Subscribers for this purpose).

4. Covenants of the Corporation

The Corporation covenants with the Agents that:

- (a) prior to the Closing Time, the Corporation shall allow the Agents the opportunity to conduct required due diligence and to obtain, acting reasonably, satisfactory results from such due diligence and in particular, the Corporation shall allow the Agents and Agents' Counsel to conduct all due diligence which the Agents may reasonably require in order to confirm the Public Record is accurate, complete and current in all material respects and to fulfill the Agents' obligations as a registrant and, in this regard, without limiting the scope of the due diligence inquiries that the Agents may conduct, the Corporation shall make available its senior management, directors, qualified persons (as defined in NI 43-101), the authors of the Technical Report and the Corporation's Counsel to participate in one or more due diligence sessions (each, a "**Due Diligence Session**") to answer in person or in written form any questions that the Agents may have. The Due Diligence Sessions shall be held prior to the Closing Date, and the Agents shall distribute a list of written questions to be answered in advance of each such Due Diligence Session and the Corporation shall provide written responses to such questions;
- (b) during the period commencing on the date of this Agreement and ending at the Closing Time, if any of the facts or information underlying or supporting the statement provided in the Due Diligence Session Responses have changed, the Corporation shall provide the Agents with prompt notice of the particulars of any such changes;
- (c) during the period commencing on the date of this Agreement and ending at the Closing Time, it will promptly provide to the Agents, for review by the Agents and Agents' Counsel, prior to filing or issuance of the same, any proposed public disclosure document, including without limitation, any financial statements of the Corporation, report to shareholders, information circular or any press release or material change report;
- (d) during the period commencing as of the date of this Agreement and ending as of the Closing Time any press release issued by the Corporation concerning the Offered Securities is to include the following or substantially similar legend: "NOT FOR DISTRIBUTION TO UNITED STATES NEWSWIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES", provided however, that any press release issued announcing the Closing of the Offering shall not bear such legend;
- (e) during the period commencing on the date of this Agreement and ending at the Closing Time, the Corporation will promptly notify the Agents in writing of any of

the representations or warranties made by the Corporation in this Agreement being no longer true and correct;

- (f) during the period commencing on the date of this Agreement and ending on the Closing Time, the Corporation will promptly inform the Agents of the full particulars of any material change (actual, anticipated, contemplated or threatened) in the business, affairs, operations, capital or condition (financial or otherwise) of the Corporation or its Subsidiaries or properties or assets of the Corporation or its Subsidiaries; provided, however, that if the Corporation is uncertain as to whether a material change, occurrence or event of the nature referred to in this Section 4(f) has occurred, the Corporation shall promptly inform the Agents of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agents as to whether the occurrence is of such a nature;
- (g) during the period commencing on the date of this Agreement and ending at the Closing Time, the Corporation will promptly inform the Agents of the receipt by the Corporation of (i) any communication of a material nature from any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Authority relating to the Corporation or the distribution of the Offered Securities, and (ii) the issuance by any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Authority of any order to cease or suspend trading of any securities of the Corporation or of the institution or threat of institution of any proceedings for that purpose;
- (h) the Corporation will promptly, and in any event within any applicable time limitation, comply to the reasonable satisfaction of the Agents and Agents' Counsel with Canadian Securities Laws in which it is a reporting issuer with respect to any material change, occurrence or event of the nature referred to in Sections 4(f) and 4(g), including (A) complying with NI 51-102 in connection with any material change, (B) filing an amendment to the Amended Offering Document in accordance with NI 45-106, and (C) issuing and filing a news release that states that an amendment to the Amended Offering Document addressing the material change has been filed;
- (i) the Corporation will use the net proceeds from the Offering for the purposes described in the Amended Offering Document provided that the Agents hereby acknowledge that there may be circumstances where, for sound business reasons, a re-allocation of funds may be necessary or advisable, and in the case of such circumstances arising, the Corporation may apply the net proceeds of the Offering accordingly;
- (j) as soon as reasonably possible, and in any event by the Closing Date, the Corporation shall take all such steps as may reasonably be necessary to enable the Offered Securities to be offered for sale and sold on a private placement basis to Subscribers in the Canadian Selling Jurisdictions through the Agents or any other investment dealers or brokers registered in any of the Canadian Selling Jurisdictions by way of the Listed Issuer Financing Exemption;

- (k) the Corporation will ensure that all required documentation for the listing of the Offered Securities has been filed with the TSX-V on or prior to the Closing Date, subject to the satisfaction of customary listing conditions set out in the conditional approval letter of the TSX-V for the Offering, a copy of which has been made available to the Agents;
- (l) the Corporation will ensure the Offered Securities are listed and posted for trading on the TSX-V on the Closing Date;
- (m) the Corporation will use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of Canadian Securities Laws and to maintain the listing of the Common Shares (including those issuable pursuant to the Offering) on the TSX-V or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, for a period of at least 24 months following the Closing Date, provided that the foregoing requirements are subject to the obligations of the directors to comply with their fiduciary duties to the Corporation; provided that this covenant shall not prevent the Corporation from completing any transaction which would result in the Corporation ceasing to be a “reporting issuer” or ceasing to be listed so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or the United States or cash, and the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSX-V (or such other applicable stock exchange upon which its Common Shares are listed); and provided that this covenant shall not provided the Corporation from graduating to the Toronto Stock Exchange; and
- (n) the Corporation shall use commercially reasonable efforts to cause its officers and directors to deliver agreements (“**Lock-Up Agreements**”) agreeing not to, directly or indirectly, sell, or agree to sell (or announce any intention to do so), grant an option or right in respect of, or otherwise transfer or dispose of any Common Shares or securities exchangeable or convertible into Common Shares for a period beginning on the Closing Date and continuing for a period of 90 days from the Closing Date other than in connection with: (i) the conversion or exercise rights of existing outstanding securities; (ii) pursuant to customary exceptions included in lock-up agreements for Offerings of this nature; or (iii) with the prior written consent of the Lead Agent, such consent not to be unreasonably withheld, conditioned, or delayed.

5. Conditions to the Agents’ Obligations

The obligations of the Agents under this Agreement shall be conditional upon the Agents receiving, and the Agents shall have the right on behalf of Subscribers for Offered Securities to withdraw all subscriptions delivered and not previously withdrawn by Subscribers unless the Agents receive, on the Closing Date:

- (a) a favourable legal opinion dated the Closing Date from Corporation's Counsel, in form and substance satisfactory to the Agents, acting reasonably, together with corresponding opinions (where relevant) of local counsel to the Corporation in relation to the laws of the Canadian Selling Jurisdictions in which the Offered Securities are sold and on which Corporation's Counsel is not qualified to express opinions, with respect to the following matters;
- (i) as to the incorporation and valid existence of the Corporation;
 - (ii) as to the authorized and issued capital of the Corporation;
 - (iii) the corporate power, capacity and authority of the Corporation to carry on its business and to own, lease and operate its properties and assets, and to execute, delivery and carry out its obligations under this Agreement and to issue the Offered Securities;
 - (iv) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of this Agreement and the performance by the Corporation of its obligations hereunder including the issuance of the Offered Securities;
 - (v) this Agreement has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms subject to customary exceptions;
 - (vi) the Offering Document has been duly executed and the execution and filing of the Offering Document on SEDAR+ has been duly authorized by all necessary corporate action by the Corporation;
 - (vii) the execution and delivery of this Agreement and the performance by the Corporation of its obligations hereunder including the issuance and sale of the Offered Securities do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) any Applicable Law; (B) the constating documents of the Corporation; and (C) any resolutions of the directors and shareholders of the Corporation;
 - (viii) the Offered Securities have been validly authorized for issuance by the Corporation and, upon payment therefor and the issue thereof, the Offered Securities will be validly issued as fully paid and non-assessable Common Shares;
 - (ix) the issuance and sale by the Corporation of the Offered Securities to the Subscribers in the Canadian Selling Jurisdictions in accordance with the terms of this Agreement are exempt from the prospectus requirements of Canadian Securities Laws and no documents are required to be filed, no

- proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained, except as have already been filed, obtained or completed, by the Corporation under Canadian Securities Laws to permit such issuance and sale, subject only to the filing of the requisite post-Closing forms under Canadian Securities Laws;
- (x) the first trade by a holder of Offered Securities will not be subject to the prospectus requirements of Canadian Securities Laws and no other documents or prospectus will need to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under Canadian Securities Laws in connection with the first trade of the Offered Securities;
 - (xi) in those Canadian Selling Jurisdictions where such an opinion can be provided, the Corporation being a reporting issuer (or the equivalent) under Canadian Securities Laws of all of the Canadian Selling Jurisdictions, and not being included on a list of defaulting reporting issuers maintained by the securities regulators of such jurisdictions;
 - (xii) the TSX-V has conditionally accepted the listing of the Offered Securities, subject to compliance with its conditions outlined in such conditional acceptance;
 - (xiii) Alliance Trust Company having been duly appointed as the transfer agent and registrar for the Common Shares; and
 - (xiv) such other matters as may reasonably be requested by the Agents no less than 48 hours prior to the Closing Time;
- (b) a legal opinion addressed to the Agents and the Subscribers, in form and substance satisfactory to the Agents, acting reasonably, in respect of the Subsidiaries dated as of the Closing Date from the Corporation's Counsel or local counsel, as applicable, with respect to the following matters, and all such opinions may be subject to customary assumptions, reliance's and qualifications:
- (i) the formation, existence and good standing of each of the Subsidiaries under the laws of its respective jurisdiction of incorporation;
 - (ii) the authorized capital of the Subsidiaries and the ownership thereof; and
 - (iii) that the Subsidiaries have all necessary corporate power under the laws of its jurisdiction of incorporation to carry on its business and own and lease its properties and assets and to conduct its business;
- (c) a favourable legal opinion dated the Closing Date, in form and substance satisfactory to the Agents, acting reasonably, with respect to title and ownership interests of the Corporation and its Subsidiaries in the Material Property;

- (d) a certificate of the Corporation dated the Closing Date, addressed to the Agents and signed on the Corporation's behalf by its Chief Executive Officer or such other officer or director of the Corporation satisfactory to the Agents, acting reasonably, with respect to the constating documents of the Corporation, all resolutions of the board of directors of the Corporation relating to this Agreement and the Offering, and the incumbency and specimen signatures of signing officers of the Corporation and such other matters as the Agents may reasonably request;
- (e) a certificate of the Corporation dated the Closing Date, addressed to the Agents and signed on the Corporation's behalf by its Chief Executive Officer or such other officer or director of the Corporation satisfactory to the Agents, acting reasonably, certifying that:
 - (i) the Corporation has complied with and satisfied all terms and conditions and covenants of this Agreement on its part to be complied with or satisfied at or prior to the Closing Time;
 - (ii) the representations and warranties of the Corporation contained in this Agreement, and in any certificates of the Corporation delivered pursuant to or in connection with this Agreement, are true and correct at the Closing Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement; and
 - (iii) no order, ruling or determination having the effect of suspending the sale or cease trading of the Common Shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of such officer of the Corporation, contemplated, pending, or threatened under any Applicable Securities Laws or by any other regulatory authority.
- (f) a certificate of status and/or compliance, where issuable under Applicable Laws, for the Corporation and the Subsidiaries, each dated within one Business Day prior to the Closing Date;
- (g) a certificate from Alliance Trust Company as to the number of Common Shares issued and outstanding as at the end of the Business Day prior to the Closing Date;
- (h) the Agents not having exercised any rights of termination set forth in Section 8;
- (i) satisfactory evidence that all requisite approvals have been obtained by the Corporation in order to complete the Offering, on terms which are acceptable to the Corporation and the Agents, each acting reasonably, including the approval (or conditional approval) of the listing and posting for trading of the Offered Securities on the TSX-V, subject only to satisfaction by the Corporation of standard listing

conditions, it being understood that the Agents will do all that is reasonably required to assist the Corporation to fulfil this condition;

- (j) executed Lock-Up Agreements; and
- (k) such further certificates, opinions of counsel and other documentation from the Corporation contemplated herein, provided, however, that the Agents or Agents' Counsel shall request any such certificate or document within a reasonable period prior to the Closing Time that is sufficient for the Corporation to obtain and deliver such certificate, opinion or document.

The foregoing conditions contained in this Section 5 are for the sole benefit of the Agents and may be waived in whole or in part by the Agents at any time and without limitation. If any of the foregoing conditions have not been met at the Closing Time, the Agents may terminate their obligations under this Agreement without prejudice to any other remedies they may have and the Agents shall have the right on behalf of the Subscribers to withdraw all subscriptions not previously withdrawn by Subscribers.

6. Deliveries and Compensation

The sale of the Offered Securities shall be completed by electronic exchange at the Closing Time, or at such other place as the Corporation and the Agents may agree. At the Closing Time, the Corporation shall deliver to the Agents:

- (a) the opinions, certificates and agreements referred to in Section 5 and all other documents required to be provided by the Corporation to the Agents pursuant to this Agreement;
- (b) confirmation on a non-certificated basis, in accordance with the "non-certificated inventory" rules of CDS, of the Offered Securities purchased by the Subscribers from the Corporation registered in the name of "CDS & Co." or in such other name or names as the Agents may direct the Corporation in writing not less than 48 hours prior to the Closing Time; provided that, alternatively, if requested by the Agents at the Closing Time, the Corporation shall duly and validly deliver in certificated form to the Agents, or in any manner directed by the Agents in writing, the Offered Securities purchased from the Corporation, registered in the name of "CDS & Co." or such other name or names as the Agents may direct the Corporation in writing not less than 48 hours prior to the Closing Time;
- (c) the Corporation's receipt for payment by the Agents of an amount equal to the aggregate purchase price for the Offered Securities sold to Subscribers pursuant to the Offering, less an amount equal to the Agents' Fee and the costs and expenses of the Agents provided for in Section 7; and
- (d) such further documentation as may be contemplated by this Agreement or as Agents' Counsel or the applicable regulatory authorities may reasonably require;

against:

- (e) a wire transfer of immediately available funds in an amount equal to the aggregate purchase price for the Offered Securities sold pursuant to the Offering, less an amount equal to the Agents' Fee and the costs and expenses of the Agents provided for in Section 7;
- (f) the Agents' receipt for the Offered Securities, the Agents' Fee, and the Agents' costs and expenses; and

such further documentation as may be contemplated by this Agreement or as the Corporation may reasonably require, including the relevant information of the Subscribers and the Agents as necessary to complete and file the Form 45-106F1 with the applicable Securities Commissions.

7. Expenses

The Corporation will pay all of its own expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities; (ii) the fees and expense of the Corporation's Counsel; and (iii) all costs incurred in connection with the preparation of documentation relating to the Offering. In addition, the Corporation will reimburse the Agents for their reasonable and documented out-of-pocket expenses in connection with the Offering, including, but not limited to, the fees and disbursements of the Agents' Counsel, which fees shall not exceed the maximum set out in the Engagement Letter, exclusive of disbursements and applicable taxes, without the Corporation's prior written consent. All fees and expenses incurred by the Agents or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agents and shall be payable whether or not the Offering is completed. Such fees and expenses incurred up to the Closing Date shall be payable by the Corporation out of its general funds on the Closing Date.

All or part of the amounts payable under this paragraph may be subject to applicable federal and/or provincial sales taxes and shall be payable by the Corporation to the Lead Agent immediately upon invoice therefor. Where tax is applicable, an additional amount equal to the amount of tax owing will be charged to and paid by the Corporation.

8. Rights of Termination

- (a) Each Agent shall be entitled to terminate its obligations under this Agreement by written notice to that effect given to the Corporation at or prior to the Closing Time if:
 - (i) there shall have occurred any material change in relation to the Corporation or change in a material fact, or there should be discovered (whether through the due diligence of the Agents or otherwise) any previously undisclosed material fact, which, in each case, could reasonably be expected to result in a material adverse change in relation to the Corporation or have a material

adverse effect on the market price or value of the securities of the Corporation;

- (ii) (A) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, plague, pandemic, outbreak or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agents, or any one of them, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Corporation and its Subsidiaries taken as a whole or the market price or value of the securities of the Corporation; (B) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation or any of its principal shareholders where wrong-doing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the TSX-V or securities commission which involves a finding of wrong-doing; or (C) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Offered Securities or any other securities of the Corporation is made or threatened by a Governmental Authority or securities commission;
 - (iii) the state of financial markets in Canada, or elsewhere where it is planned to market the Offered Securities is such that, in the reasonable opinion of the Agents (or any one of them), the Offered Securities cannot be marketed profitably;
 - (iv) the Corporation is in breach of any material term, condition or covenant of the Agency Agreement or any material representation or warranty given by the Corporation in the Agency Agreement is or becomes false; or
 - (v) the Agents (or any one of them) are not satisfied, in their sole discretion, acting reasonably, with the completion of their due diligence investigations.
- (b) The Corporation agrees that all terms and conditions in Section 5 shall be construed as conditions and complied with so far as they relate to acts to be performed or caused to be performed by it, that it will use its best efforts to cause such conditions to be complied with, and that any breach or failure by the Corporation to comply with any such conditions shall entitle one or more of the Agents to terminate their obligations under this Agreement to arrange for the purchase and sale of the Offered Securities by notice to that effect given to the Corporation at any time at or prior to the Closing Time, unless otherwise expressly provided in this Agreement. The Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other terms and conditions or any other or subsequent breach or non-compliance, provided that

any such waiver or extension shall be binding upon the Agents only if such waiver or extension is in writing and signed by the Agents.

(c) **Exercise of Termination Rights**

The rights of termination contained in Sections 8(a) and (b) may be exercised by any one of the Agents and are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there shall be no further liability on the part of the applicable Agent to the Corporation or on the part of the Corporation to such Agent, except in respect of any liability which may have arisen prior to or arise after such termination under Sections 7, 9, and **Error! Reference source not found.**

9. Rights of Indemnity

The Corporation covenants and agrees to indemnify and save harmless the Agents, their affiliates and their respective directors, officers, employees, partners, agents and advisors (collectively, the “Indemnified Parties” and individually, an “Indemnified Party”) from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a “Claim” and, collectively, the “Claims”) to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the transactions contemplated by this Agreement or, including, without limitation:

- (a) any misrepresentation or alleged misrepresentation, or an omission or alleged omission to state in any certificate of the Corporation or of any officers of the Corporation delivered in connection with the Offering of any material fact (except for information and statements relating solely to the Agents and furnished by them specifically for use in such documents) required to be stated therein where such omission or alleged omission constitutes or is alleged to constitute a misrepresentation;
- (b) any order made, or inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority, stock exchange or other competent authority based upon any misrepresentation, alleged misrepresentation, untrue statement or omission or alleged untrue statement or omission based on any failure or alleged failure to comply with Applicable Securities Laws (other than any failure or alleged failure to comply by the Agents) that prevents or restricts the trading in any of the Corporation’s securities or the sale, as the case may be, of any of the Offered Common Shares in any of the Selling Jurisdictions;

- (c) the non-compliance or alleged non-compliance by the Corporation with any material law or stock exchange requirements in connection with the transactions herein contemplated including the Corporation's non-compliance with any statutory requirement to make any document available for inspection; or
- (d) any material breach of a representation, warranty or covenant of the Corporation contained in this Agreement or the failure of the Corporation to comply with any of its obligations hereunder;

whether performed before or after the Corporation's execution of this Agreement and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which any of the Indemnified Parties is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's breach of Applicable Law, gross negligence, fraudulent act or willful misconduct, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Corporation to such Indemnified Party pursuant to this indemnity in respect of such Claim. The Corporation agrees to waive any right the Corporation might have of first requiring an Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Party will give the Corporation prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Corporation of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in the forfeiture by the Corporation of substantive rights or defences.

No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the Corporation's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed. Notwithstanding that the Corporation will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ one separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties unless:

- (a) employment of such counsel has been authorized in writing by the Corporation;
- (b) the Corporation has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;

- (c) the named parties to any such Claim include both the Corporation and any of the Indemnified Parties, and the Indemnified Parties shall have been advised by counsel to the Indemnified Parties that there may be a conflict of interest between the Corporation and any Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Corporation;

in which case the Corporation shall not have the right to assume the defence of such Claim on behalf of the Indemnified Party and such fees and expenses of such counsel to the Indemnified Parties will be for the Corporation's account. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at law or otherwise.

If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Corporation will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Corporation will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by the Indemnified Parties hereunder. The right to contribution provided herein shall be in addition and not in derogation of any other right to contribution which the Agents may have by statute or otherwise by law.

The Corporation hereby constitutes the Lead Agents as trustees for any Indemnified Parties not party to this Agreement of the Corporation's covenants under this indemnity with respect to such persons and the Lead Agents agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

The Corporation agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting claims on the Corporation's behalf or in right for or in connection with the transactions contemplated by this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted from the breach of the Agreement, breach of applicable laws, gross negligence, fraudulent act or wilful misconduct of such Indemnified Party.

The Corporation agrees to reimburse the Agents monthly for the time spent by the Agents personnel in connection with any Claim at their normal per diem rates. The Corporation also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of, the Corporation or the Corporation and the Agents and personnel of the Agents shall be required to testify, participate or respond in respect of or in connection with the transactions contemplated by this Agreement, the Agents shall have the right to employ their own counsel in connection therewith provided the Indemnified Party acts reasonably in selecting such

counsel, and the Corporation will reimburse the Agents monthly for the time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including reasonable fees and disbursements of the Agents' legal counsel.

10. Restrictions on Offerings

During the period beginning on the Closing Date and ending on the date that is 90 days after the Closing Date, the Corporation will not, directly or indirectly, offer, issue, sell, grant, secure, pledge, or otherwise transfer, dispose of or monetize, or engage in any hedging transaction, or enter into any form of agreement or arrangement the consequence of which is to alter economic exposure to, or announce any intention to do so, in any manner whatsoever, any common shares or securities convertible into, exchangeable for, or otherwise exercisable to acquire common shares or other equity securities of the Corporation, without the prior written consent of the Lead Agent, such consent not to be unreasonably withheld, except in conjunction with: (i) the grant or exercise of stock options and other similar issuances pursuant to the share incentive plan of the Corporation and other preexisting share compensation arrangements (which shall include cashless or net exercise of such incentive securities if permitted under the applicable incentive plan); (ii) the issuance of securities by the Corporation upon the conversion, exercise or exchange of convertible, exercisable or exchangeable securities existing on the Closing Date or upon the exercise of stock options or settlement of other equity based compensation securities or instruments subsequently granted as permitted by this Section 10; (iii) the exercise of any warrants, options or other convertible securities outstanding; (iv) obligations of the Corporation in respect of existing agreements; (v) the issuance of securities by the Corporation in connection with arm's length acquisitions by the Corporation; or (vi) in the case of the Non-Brokered Offering.

11. Survival of Representations and Warranties

The indemnities, agreements, representations, warranties and other statements of the Corporation and the Agents, as set forth in this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results of any investigation) made by or on behalf of the Agents or the Corporation and shall survive delivery of and payment for the Offered Securities and the subsequent disposition of the Offered Securities by the Agents or the termination of the Agents' obligations under this Agreement for a period of two years following the Closing Date. For greater certainty, and without limiting the generality of the foregoing, the provisions contained in this Agreement in any way related to the indemnification of the Agents by the Corporation or the contribution obligations of the Agents or those of the Corporation shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by law.

12. Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.

13. Time

Time is of the essence in the performance of the parties' respective obligations under this Agreement.

14. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in the Province of British Columbia.

15. Notice

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

If to the Corporation, addressed and sent to:

Nevada King Gold Corp.
595 Burrard Street, P.O. Box 49500
Vancouver, British Columbia, V7X 1L7

Attention: Bassam Moubarak
Email: [Redacted Personal Information]

In case of any notice to the Corporation, with a copy to:

Stikeman Elliott LLP
Suite 1700, 666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Victor Gerchikov
Email: vgerchikov@stikeman.com

If to the Agents, addressed and sent to:

Desjardins Securities Inc.
25 York Street, Suite 1000
Toronto, Ontario M5J 2V5

Attention: Maciej Pach, Managing Director and Head of Global Mineral
Resources & Mining
Email: [Redacted Personal Information]

Red Cloud Securities Inc.
120 Adelaide Street West, Suite 1400
Toronto, Ontario M5H 1T1

Attention: Bruce Tatters, Chief Executive Officer
Email: [Redacted Personal Information]

Canaccord Genuity Corp.
40 Temperance Street, Suite 2100
Toronto, Ontario M5H 0B4

Attention: Earle McMaster, Managing Director, Investment Banking
Email: [Redacted Personal Information]

Roth Canada Inc.
130 King Street West, Suite 1921
Toronto, Ontario M5X 2A2

Attention: Michael Tait, Head of Investment Banking
Email: [Redacted Personal Information]

In case of any notice to the Agents, with a copy to:

Wildeboer Dellelce LLP
365 Bay Street, Suite 800
Toronto, Ontario M5H 2V1

Attention: Michael Rennie
Email: mrennie@wildlaw.ca

or to such other address as any of the parties to this Agreement may designate by giving notice to the others in accordance with this Section 15. Each notice shall be personally delivered to the addressee or sent by email to the addressee. A notice which is personally delivered or delivered by email shall, if delivered prior to 5:00 p.m. (Toronto time) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered.

16. Agents' Obligations

The Agents' obligations under this Agreement shall be several and not joint. The sale of the Offered Securities subject to the Offering shall be on a "best efforts" private placement basis without underwriter liability and the respective obligations and rights and benefits hereunder shall be as to the percentages set out below.

Desjardins Securities Inc.	50.0%
Red Cloud Securities Inc.	30.0%
Canaccord Genuity Corp.	12.5%
Roth Canada Inc.	7.5%
Total	100%

17. Lead Agent

The Corporation acknowledges and agrees that it is the intention of the parties to this Agreement and the Corporation hereby constitutes the Lead Agent as trustee for each of the Subscribers in respect of each of the covenants, agreements and representations and warranties of the Corporation contained in this Agreement and the Lead Agent shall be entitled, as trustee, in addition to any rights of the Subscribers, to enforce such covenants, agreements and representations and warranties on behalf of the Subscribers. All steps which must or may be taken by the Agents in connection with the Closing of the Offering, with the exception of the matters relating to termination or as otherwise specified herein, may be taken by the Lead Agent, on behalf of the other Agents, and the execution of this Agreement by the other Agents and by the Corporation shall constitute the Corporation's authority and obligation for accepting notification of any such steps from, and for delivering the definitive documents constituting the Offered Securities to, or to the order of, the Lead Agent. The Lead Agent shall fully consult with the other Agents with respect to all notices, waivers, extensions or other communications to or with the Corporation.

18. Counterparts

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile and all such counterparts shall together constitute one and the same agreement.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Agents and the Corporation relating to the subject matter hereof and supersedes all prior agreements between the Agents and the Corporation relating to the Offering, including the provisions of the Engagement Letter.

20. Further Assurances

Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

21. Currency

All references herein to dollar amounts are to lawful money of Canada, unless indicated otherwise.

22. Advertisements

The Corporation shall, at the Agents' request, issue a press release announcing the closing of the Offering, include a reference to the Agents and their role in any such release or communication, and ensure that any press release concerning the Offering complies with Applicable Law. If the Offering is successfully completed, the Corporation acknowledge and agree that the Agents will be permitted to publish, at their own expense, public announcements or other communications relating to their services in connection with the Offering as they consider appropriate.

23. Assignment

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Agents and the Subscribers and their respective executors, heirs, successors and permitted assigns; provided that, this Agreement shall not be assignable by any party without the written consent of the others.

24. Matters Relating to Engagement

In connection with the services described herein, the Agents shall act as independent contractors, and any duties of the Agents arising out of this engagement shall be owed solely to the Corporation. The Corporation acknowledges that each of the Agents is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Corporation and that the Agents shall have no obligation to disclose such activities and services to the Corporation. The Corporation acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Corporation, on the one hand, and the Agents and any of its affiliates through which it may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents or their respective affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. The Corporation acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Corporation and its affiliates may have against any of the Agents for breach of fiduciary duty or alleged breach of fiduciary duty in connection with the transactions contemplated by this Agreement and agrees that the Agents shall have no liability (whether direct or indirect) to the Corporation or any of its affiliates in respect of such a fiduciary duty claim or to any Person asserting a fiduciary duty claim on behalf of or in right of the Corporation, including stockholders, employees or creditors of the Corporation in connection with the transactions contemplated by this Agreement. Information which is held elsewhere within any of the Agents, but of which none of the individuals in the investment banking department or division of the Agents involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Agents to the Corporation under this Agreement.

25. Use of Advice

The Corporation acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Agents in connection with this Agreement and their engagement hereunder are intended solely for the Corporation's benefit and the Corporation's internal use only with respect to the Offering and the Corporation agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Agents' prior written consent in each specific instance. Any advice or opinions given by the Agents hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Agents, in their sole judgment, deems necessary or prudent in the circumstances. The Agents expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Agents or any unauthorized reference to the Agents or this engagement.

[remainder of page intentionally left blank]

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 the Agents, upon which this letter as so accepted shall constitute an Agreement among us.

Yours very truly,

DESJARDINS SECURITIES INC.

(signed) "*Maciej Pach*"

Authorized Signatory

RED CLOUD SECURITIES INC.

(signed) "*Bruce Tatters*"

Authorized Signatory

CANACCORD GENUITY CORP.

(signed) "*Earle McMaster*"

Authorized Signatory

ROTH CANADA INC.

(signed) "*Michael Tait*"

Authorized Signatory

Accepted and agreed to effective as of the date of this Agreement.

NEVADA KING GOLD CORP.

By: (signed) "*Collin Kettell*"

Collin Kettell

Chief Executive Officer

SCHEDULE "A"

MATERIAL PROPERTY

PATENTED CLAIMS

Claim	Mineral Survey No.	Acres (approx.)
Atlanta Home	3915	19.3
Atlanta Strip #1	3915	5.0
Atlanta Strip	3915	6.4
Atlanta #1	3915	20.1
Atlanta #2	3915	19.3
Atlanta #3	3915	19.8
Belle	3915	16.5
Hillside	3915	18.6
Minnett and Hayes #1	3920	13.6
Pactolian Fraction	3915	8.3
Sparrow Hawk	3915	19.5
Conaway and Bradshaw	37	13.5

UNPATENTED CLAIMS

Index #	BLM Serial #	Claim Name	Claimant Name	County	Project
1	NMC16581	GEM # 1	Desert Hawk Resources Inc.	Lincoln	Atlanta
2	NMC16582	GEM # 2	Desert Hawk Resources Inc.	Lincoln	Atlanta
3	NMC16583	GEM # 3	Desert Hawk Resources Inc.	Lincoln	Atlanta
4	NMC16584	GEM # 4	Desert Hawk Resources Inc.	Lincoln	Atlanta
5	NMC16586	EASTLINE # 1	Desert Hawk Resources Inc.	Lincoln	Atlanta
6	NMC16593	ATLANTA STAR #1	Desert Hawk Resources Inc.	Lincoln	Atlanta
7	NMC16594	ATLANTA STAR #2	Desert Hawk Resources Inc.	Lincoln	Atlanta

8	NMC16595	ATLANTA STAR #3	Desert Hawk Resources Inc.	Lincoln	Atlanta
9	NMC16596	MID	Desert Hawk Resources Inc.	Lincoln	Atlanta
10	NMC16597	MID # 1	Desert Hawk Resources Inc.	Lincoln	Atlanta
11	NMC16598	MID # 2	Desert Hawk Resources Inc.	Lincoln	Atlanta
12	NMC16599	MILLSITE	Desert Hawk Resources Inc.	Lincoln	Atlanta
13	NMC16600	MILLSITE #1	Desert Hawk Resources Inc.	Lincoln	Atlanta
14	NMC16604	MILLSITE #8	Desert Hawk Resources Inc.	Lincoln	Atlanta
15	NMC16605	MOAB	Desert Hawk Resources Inc.	Lincoln	Atlanta
16	NMC16606	MOAB # 1	Desert Hawk Resources Inc.	Lincoln	Atlanta
17	NMC16607	MOAB # 2	Desert Hawk Resources Inc.	Lincoln	Atlanta
18	NMC16633	MINNETT HAYES #2	Desert Hawk Resources Inc.	Lincoln	Atlanta
19	NMC16634	MINNETT HAYES #3	Desert Hawk Resources Inc.	Lincoln	Atlanta
20	NMC16635	MINNETT HAYES #4	Desert Hawk Resources Inc.	Lincoln	Atlanta
21	NMC16636	MINNETT HAYES #5	Desert Hawk Resources Inc.	Lincoln	Atlanta
22	NMC16637	MINNETT HAYES #6	Desert Hawk Resources Inc.	Lincoln	Atlanta
23	NMC16643	BLUE BIRD # 2	Desert Hawk Resources Inc.	Lincoln	Atlanta
24	NMC16644	BLUE BIRD # 3	Desert Hawk Resources Inc.	Lincoln	Atlanta
25	NMC16656	BLUE BIRD # 15	Desert Hawk Resources Inc.	Lincoln	Atlanta
26	NMC16678	BLUE BIRD FRAC	Desert Hawk Resources Inc.	Lincoln	Atlanta
27	NMC16685	RIDGE # 1	Desert Hawk Resources Inc.	Lincoln	Atlanta

28	NMC16686	RIDGE # 2	Desert Hawk Resources Inc.	Lincoln	Atlanta
29	NMC16687	RIDGE # 3	Desert Hawk Resources Inc.	Lincoln	Atlanta
30	NMC16688	RIDGE # 4	Desert Hawk Resources Inc.	Lincoln	Atlanta
31	NMC16689	HOGAN	Desert Hawk Resources Inc.	Lincoln	Atlanta
32	NMC126537	BOBCAT # 1	Desert Hawk Resources Inc.	Lincoln	Atlanta
33	NMC126538	BOBCAT # 2	Desert Hawk Resources Inc.	Lincoln	Atlanta
34	NMC126539	BOBCAT #3	Desert Hawk Resources Inc.	Lincoln	Atlanta
35	NMC126540	BOBCAT # 4	Desert Hawk Resources Inc.	Lincoln	Atlanta
36	NMC126541	BOBCAT #5 (FRAC)	Desert Hawk Resources Inc.	Lincoln	Atlanta
37	NMC139872	ATL #122	Desert Hawk Resources Inc.	Lincoln	Atlanta
38	NMC139874	ATL #124	Desert Hawk Resources Inc.	Lincoln	Atlanta
39	NMC139876	ATL #126	Desert Hawk Resources Inc.	Lincoln	Atlanta
40	NMC139904	ATL #156	Desert Hawk Resources Inc.	Lincoln	Atlanta
42	NMC893561	BLUEBIRD NO 4	Desert Hawk Resources Inc.	Lincoln	Atlanta
43	NMC893562	BLUEBIRD NO 5	Desert Hawk Resources Inc.	Lincoln	Atlanta
44	NMC893563	BLUEBIRD NO 6	Desert Hawk Resources Inc.	Lincoln	Atlanta
45	NMC893564	GEM NO 5	Desert Hawk Resources Inc.	Lincoln	Atlanta
46	NMC955048	FLO NO 1	Desert Hawk Resources Inc.	Lincoln	Atlanta
47	NMC955049	FLO NO 2	Desert Hawk Resources Inc.	Lincoln	Atlanta
48	NMC955050	FLO NO 3	Desert Hawk Resources Inc.	Lincoln	Atlanta
49	NMC973736	NBI 7	Desert Hawk Resources Inc.	Lincoln	Atlanta
50	NMC973757	NBI 28	Desert Hawk Resources Inc.	Lincoln	Atlanta

51	NMC973943	NBI 299	Desert Hawk Resources Inc.	Lincoln	Atlanta
52	NMC973972	NBI 328	Desert Hawk Resources Inc.	Lincoln	Atlanta
53	NMC973973	NBI 329	Desert Hawk Resources Inc.	Lincoln	Atlanta
54	NMC973974	NBI 330	Desert Hawk Resources Inc.	Lincoln	Atlanta
55	NMC973975	NBI 331	Desert Hawk Resources Inc.	Lincoln	Atlanta
56	NMC973976	NBI 332	Desert Hawk Resources Inc.	Lincoln	Atlanta
57	NMC973980	NBI 336	Desert Hawk Resources Inc.	Lincoln	Atlanta
58	NMC973981	NBI 337	Desert Hawk Resources Inc.	Lincoln	Atlanta
59	NMC973982	NBI 338	Desert Hawk Resources Inc.	Lincoln	Atlanta
60	NMC973983	NBI 339	Desert Hawk Resources Inc.	Lincoln	Atlanta
61	NMC973984	NBI 340	Desert Hawk Resources Inc.	Lincoln	Atlanta
62	NMC985534	NBI-8	Desert Hawk Resources Inc.	Lincoln	Atlanta
63	NMC985535	NBI-9	Desert Hawk Resources Inc.	Lincoln	Atlanta
64	NMC985536	NBI-10	Desert Hawk Resources Inc.	Lincoln	Atlanta
65	NMC985537	NBI-11	Desert Hawk Resources Inc.	Lincoln	Atlanta
66	NMC985547	NBI-29	Desert Hawk Resources Inc.	Lincoln	Atlanta
67	NMC985548	NBI-30	Desert Hawk Resources Inc.	Lincoln	Atlanta
68	NMC985549	NBI-31	Desert Hawk Resources Inc.	Lincoln	Atlanta
69	NMC985550	NBI-32	Desert Hawk Resources Inc.	Lincoln	Atlanta
70	NMC985551	NBI-33	Desert Hawk Resources Inc.	Lincoln	Atlanta
71	NMC985560	NBI-65	Desert Hawk Resources Inc.	Lincoln	Atlanta
72	NMC985561	NBI-66	Desert Hawk Resources Inc.	Lincoln	Atlanta
73	NMC985562	NBI-67	Desert Hawk Resources Inc.	Lincoln	Atlanta
74	NMC985563	NBI-68	Desert Hawk Resources Inc.	Lincoln	Atlanta

75	NMC985564	NBI-69	Desert Hawk Resources Inc.	Lincoln	Atlanta
76	NMC985565	NBI-70	Desert Hawk Resources Inc.	Lincoln	Atlanta
77	NMC985573	NBI-101	Desert Hawk Resources Inc.	Lincoln	Atlanta
78	NMC985574	NBI-102	Desert Hawk Resources Inc.	Lincoln	Atlanta
79	NMC985575	NBI-103	Desert Hawk Resources Inc.	Lincoln	Atlanta
80	NMC985576	NBI-104	Desert Hawk Resources Inc.	Lincoln	Atlanta
81	NMC985577	NBI-105	Desert Hawk Resources Inc.	Lincoln	Atlanta
82	NMC985578	NBI-106	Desert Hawk Resources Inc.	Lincoln	Atlanta
83	NMC985579	NBI-107	Desert Hawk Resources Inc.	Lincoln	Atlanta
84	NMC985580	NBI-108	Desert Hawk Resources Inc.	Lincoln	Atlanta
85	NMC985581	NBI-109	Desert Hawk Resources Inc.	Lincoln	Atlanta
86	NMC985591	NBI-134	Desert Hawk Resources Inc.	Lincoln	Atlanta
87	NMC985592	NBI-135	Desert Hawk Resources Inc.	Lincoln	Atlanta
88	NMC985593	NBI-136	Desert Hawk Resources Inc.	Lincoln	Atlanta
89	NMC985594	NBI-137	Desert Hawk Resources Inc.	Lincoln	Atlanta
90	NMC985595	NBI-138	Desert Hawk Resources Inc.	Lincoln	Atlanta
91	NMC985596	NBI-139	Desert Hawk Resources Inc.	Lincoln	Atlanta
92	NMC985597	NBI-140	Desert Hawk Resources Inc.	Lincoln	Atlanta
93	NMC985598	NBI-141	Desert Hawk Resources Inc.	Lincoln	Atlanta
94	NMC985599	NBI-142	Desert Hawk Resources Inc.	Lincoln	Atlanta
95	NMC985600	NBI-143	Desert Hawk Resources Inc.	Lincoln	Atlanta
96	NMC985601	NBI-144	Desert Hawk Resources Inc.	Lincoln	Atlanta
97	NMC985602	NBI-145	Desert Hawk Resources Inc.	Lincoln	Atlanta
98	NMC985603	NBI-146	Desert Hawk Resources Inc.	Lincoln	Atlanta

99	NMC985612	NBI-170	Desert Hawk Resources Inc.	Lincoln	Atlanta
100	NMC985613	NBI-171	Desert Hawk Resources Inc.	Lincoln	Atlanta
101	NMC985614	NBI-172	Desert Hawk Resources Inc.	Lincoln	Atlanta
102	NMC985615	NBI-173	Desert Hawk Resources Inc.	Lincoln	Atlanta
103	NMC985616	NBI-174	Desert Hawk Resources Inc.	Lincoln	Atlanta
104	NMC985617	NBI-175	Desert Hawk Resources Inc.	Lincoln	Atlanta
105	NMC985618	NBI-176	Desert Hawk Resources Inc.	Lincoln	Atlanta
106	NMC985619	NBI-177	Desert Hawk Resources Inc.	Lincoln	Atlanta
107	NMC985620	NBI-178	Desert Hawk Resources Inc.	Lincoln	Atlanta
108	NMC985621	NBI-179	Desert Hawk Resources Inc.	Lincoln	Atlanta
109	NMC985632	NBI-201	Desert Hawk Resources Inc.	Lincoln	Atlanta
110	NMC985633	NBI-202	Desert Hawk Resources Inc.	Lincoln	Atlanta
111	NMC985634	NBI-203	Desert Hawk Resources Inc.	Lincoln	Atlanta
112	NMC985635	NBI-204	Desert Hawk Resources Inc.	Lincoln	Atlanta
113	NMC985642	NBI-226	Desert Hawk Resources Inc.	Lincoln	Atlanta
114	NMC985643	NBI-227	Desert Hawk Resources Inc.	Lincoln	Atlanta
115	NMC985644	NBI-228	Desert Hawk Resources Inc.	Lincoln	Atlanta
116	NMC985645	NBI-230	Desert Hawk Resources Inc.	Lincoln	Atlanta
117	NMC985646	NBI-231	Desert Hawk Resources Inc.	Lincoln	Atlanta
118	NMC985647	NBI-232	Desert Hawk Resources Inc.	Lincoln	Atlanta
119	NMC987571	NBI 244	Desert Hawk Resources Inc.	Lincoln	Atlanta
120	NMC987572	NBI 245	Desert Hawk Resources Inc.	Lincoln	Atlanta
121	NMC987573	NBI 246	Desert Hawk Resources Inc.	Lincoln	Atlanta
122	NMC987574	NBI 247	Desert Hawk Resources Inc.	Lincoln	Atlanta

123	NMC987575	NBI 248	Desert Hawk Resources Inc.	Lincoln	Atlanta
124	NMC987576	NBI 249	Desert Hawk Resources Inc.	Lincoln	Atlanta
125	NMC987577	NBI 250	Desert Hawk Resources Inc.	Lincoln	Atlanta
126	NMC987578	NBI 251	Desert Hawk Resources Inc.	Lincoln	Atlanta
127	NMC987579	NBI 252	Desert Hawk Resources Inc.	Lincoln	Atlanta
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129	NMC987581	NBI 254	Desert Hawk Resources Inc.	Lincoln	Atlanta
130	NMC987582	NBI 258	Desert Hawk Resources Inc.	Lincoln	Atlanta
131	NMC987583	NBI 259	Desert Hawk Resources Inc.	Lincoln	Atlanta
132	NMC987584	NBI 260	Desert Hawk Resources Inc.	Lincoln	Atlanta
133	NMC987585	NBI 261	Desert Hawk Resources Inc.	Lincoln	Atlanta
134	NMC987588	NBI 273	Desert Hawk Resources Inc.	Lincoln	Atlanta
135	NMC987589	NBI 274	Desert Hawk Resources Inc.	Lincoln	Atlanta
136	NMC987590	NBI 275	Desert Hawk Resources Inc.	Lincoln	Atlanta
137	NMC987591	NBI 276	Desert Hawk Resources Inc.	Lincoln	Atlanta
138	NMC987592	NBI 277	Desert Hawk Resources Inc.	Lincoln	Atlanta
139	NMC987593	NBI 278	Desert Hawk Resources Inc.	Lincoln	Atlanta
140	NMC987594	NBI 279	Desert Hawk Resources Inc.	Lincoln	Atlanta
141	NMC987595	NBI 280	Desert Hawk Resources Inc.	Lincoln	Atlanta
142	NMC987596	NBI 281	Desert Hawk Resources Inc.	Lincoln	Atlanta
143	NMC987597	NBI 282	Desert Hawk Resources Inc.	Lincoln	Atlanta
144	NMC987598	NBI 283	Desert Hawk Resources Inc.	Lincoln	Atlanta
145	NMC987599	NBI 284	Desert Hawk Resources Inc.	Lincoln	Atlanta
146	NMC987600	NBI 288	Desert Hawk Resources Inc.	Lincoln	Atlanta

147	NMC987601	NBI 289	Desert Hawk Resources Inc.	Lincoln	Atlanta
148	NMC987602	NBI 290	Desert Hawk Resources Inc.	Lincoln	Atlanta
149	NMC987603	NBI 291	Desert Hawk Resources Inc.	Lincoln	Atlanta
150	NMC987604	NBI 292	Desert Hawk Resources Inc.	Lincoln	Atlanta
151	NMC987606	NBI 300	Desert Hawk Resources Inc.	Lincoln	Atlanta
152	NMC987607	NBI 301	Desert Hawk Resources Inc.	Lincoln	Atlanta
153	NMC987608	NBI 302	Desert Hawk Resources Inc.	Lincoln	Atlanta
154	NMC987609	NBI 303	Desert Hawk Resources Inc.	Lincoln	Atlanta
155	NMC987610	NBI 304	Desert Hawk Resources Inc.	Lincoln	Atlanta
156	NMC987611	NBI 305	Desert Hawk Resources Inc.	Lincoln	Atlanta
157	NMC987612	NBI 306	Desert Hawk Resources Inc.	Lincoln	Atlanta
158	NMC987613	NBI 307	Desert Hawk Resources Inc.	Lincoln	Atlanta
159	NMC987614	NBI 308	Desert Hawk Resources Inc.	Lincoln	Atlanta
160	NMC987615	NBI 309	Desert Hawk Resources Inc.	Lincoln	Atlanta
161	NMC987616	NBI 310	Desert Hawk Resources Inc.	Lincoln	Atlanta
162	NMC987617	NBI 311	Desert Hawk Resources Inc.	Lincoln	Atlanta
163	NMC987618	NBI 312	Desert Hawk Resources Inc.	Lincoln	Atlanta
164	NMC987619	NBI 313	Desert Hawk Resources Inc.	Lincoln	Atlanta
165	NMC987620	NBI 314	Desert Hawk Resources Inc.	Lincoln	Atlanta
166	NMC987621	NBI 315	Desert Hawk Resources Inc.	Lincoln	Atlanta
167	NMC987622	NBI 316	Desert Hawk Resources Inc.	Lincoln	Atlanta
168	NMC987623	NBI 317	Desert Hawk Resources Inc.	Lincoln	Atlanta
169	NMC987624	NBI 318	Desert Hawk Resources Inc.	Lincoln	Atlanta
170	NMC987625	NBI 319	Desert Hawk Resources Inc.	Lincoln	Atlanta

171	NMC987626	NBI 320	Desert Hawk Resources Inc.	Lincoln	Atlanta
172	NMC987627	NBI 321	Desert Hawk Resources Inc.	Lincoln	Atlanta
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174	NMC987629	NBI 323	Desert Hawk Resources Inc.	Lincoln	Atlanta
175	NMC987633	NBI 343	Desert Hawk Resources Inc.	Lincoln	Atlanta
176	NMC987634	NBI 344	Desert Hawk Resources Inc.	Lincoln	Atlanta
177	NMC987635	NBI 345	Desert Hawk Resources Inc.	Lincoln	Atlanta
178	NMC987636	NBI 346	Desert Hawk Resources Inc.	Lincoln	Atlanta
179	NMC987637	NBI 347	Desert Hawk Resources Inc.	Lincoln	Atlanta
180	NMC987638	NBI 348	Desert Hawk Resources Inc.	Lincoln	Atlanta
181	NMC987639	NBI 349	Desert Hawk Resources Inc.	Lincoln	Atlanta
182	NMC987640	NBI 350	Desert Hawk Resources Inc.	Lincoln	Atlanta
183	NMC987641	NBI 351	Desert Hawk Resources Inc.	Lincoln	Atlanta
184	NMC1041617	BLUEBIRD #16	Desert Hawk Resources Inc.	Lincoln	Atlanta
185	NMC1041618	BLUEBIRD #17	Desert Hawk Resources Inc.	Lincoln	Atlanta
186	NMC1041619	BLUEBIRD #18	Desert Hawk Resources Inc.	Lincoln	Atlanta
187	NMC1041620	BLUEBIRD #19	Desert Hawk Resources Inc.	Lincoln	Atlanta