

VOLUNTARY POOLING AGREEMENT

THIS AGREEMENT (the "Agreement") is dated as of the 10th day of March, 2017.

AMONG:

FIRST LEGACY MINING CORP., a company incorporated under the laws of British Columbia and having an office at suite 605 – 815 Hornby Street, Vancouver, B.C., V6Z 2E6

(the "**Corporation**")

AND:

EACH OF THE UNDERSIGNED SECURITYHOLDERS OF THE CORPORATION

(each a "**Pooling Shareholder**")

WHEREAS:

A. In 2016 and 2017, the Corporation completed a private placement of common shares at a price of \$0.05 per common share (the "**Shares**") (the "**Private Placement**"); and

B. The Pooling Shareholders have agreed to subject the Shares (the "**Securities**"), as set out below their names in Schedule A hereto to voluntary pooling on the terms and conditions set out in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES THAT, in consideration of the respective representations, warranties, covenants and conditions contained in this agreement, and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereby agree as follows:

PART 1 INTERPRETATION

1.1 **Interpretation.** Capitalized terms used in this Agreement, and not otherwise defined herein, shall have, unless the context otherwise requires, the meanings ascribed thereto in the Private Placement subscription agreement.

PART 2 POOLING

2.1 **Restrictions.** The Pooling Shareholders shall not sell, assign or transfer in any manner whatsoever or agree to sell, assign or transfer in any manner whatsoever any of the Securities, or beneficial ownership of or any interest in them, except in accordance with the terms and provisions of this Agreement.

2.2 **Term.** Subject to all of the shareholders who participated in the Private Placement being bound by this Agreement, this Agreement will commence on the date hereof and will terminate on the date that all of the Securities have been released pursuant to section 2.5 hereof. The release of any Securities pursuant to the terms of this Agreement will terminate this Agreement only in respect of the Securities so released.

2.3 **Dealing with Securities.** The Pooling Shareholders agree that the Securities will be held and dealt with only in accordance with the terms of this Agreement and in accordance with applicable regulatory requirements.

2.4 **Release.** Subject to any regulatory requirements, the Pooling Shareholders shall be permitted to sell, assign or transfer the Securities which are released in the manner set forth in the Release Schedule contained in section 2.5 hereof.

2.5 **Release Schedule.** If the Corporation's Securities become listed on any stock exchange or public quotation system (an "**Exchange**"), the Corporation and the Pooling Shareholders agree that the Securities will be pooled and the following release schedule will apply:

Twelve (12) months after the Securities are listed on the Exchange	100% of a Pooling Shareholder's Securities
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2.6 **Voluntary Pooling.** Each Pooling Shareholder hereby acknowledges that the Securities are being held and made subject to the terms hereof voluntarily and not as a consequence of any requirement imposed by any regulatory authority.

The Pooling Shareholders also understand and acknowledge that the Securities may be subject to certain escrow provisions imposed under applicable securities laws or the policies and rules of any and all Exchanges on which the Securities may be listed or quoted.

PART 3 GENERAL PROVISIONS

3.1 **Entire Agreement.** This Agreement and documents delivered thereunder constitute the entire agreement between the parties with respect to the subject matter hereof and supersede all prior undertakings, representations and understandings. There are no warranties, representations, terms, conditions or collateral agreements, express, implied or otherwise, relating to the pooling arrangements referred to herein, other than as expressly set forth in this Agreement.

3.2 **Amendments.** The terms of this Agreement may only be amended by consent in writing by the all of the parties hereto.

3.3 **Enurement.** This Agreement shall enure to the benefit of and be binding upon the heirs, executors, administrators and legal personal representatives of each of the Pooling Shareholders and the successors and assigns of the Corporation respectively.

3.4 **Cumulative Rights.** The rights of the parties provided in this Agreement are cumulative and no exercise or enforcement by the parties of any right or remedy under this Agreement will preclude the exercise or enforcement by the parties of any other right or remedy under this Agreement or otherwise available to the parties at law or in equity.

3.5 **Expenses.** All expenses and disbursements of the parties incurred in connection with this Agreement will be borne by the party incurring the expense and disbursement and each of the parties will indemnify and save harmless the others of and from all other claims, demands, damages, losses and expenses arising out of this Agreement which relates to a breach by those parties.

3.6 **Notices.** Any notice to be given under this Agreement, except as otherwise specifically stated, shall be in writing and may be delivered personally or sent by e-mail, prepaid mail or by facsimile transmission to the addresses, as applicable, of the parties stated in this Agreement (or in Schedule A) or

such other e-mail, mailing or fax address as the party may notify to any other from time to time. Any such notice,

- (a) if validly delivered, will be deemed to have been given when delivered,
- (b) if sent by prepaid registered mail, will be deemed to have been given on the fourth day of regular postal service in Vancouver following the date of posting, and
- (c) if validly transmitted by e-mail or fax, will be deemed to have been given on the next business day after the date of transmission.

3.7 **Plurals.** In this Agreement where the context so provides words importing the singular include the plural and vice versa.

3.8 **Severability.** Any provision which is illegal, invalid or unenforceable shall be severable and shall not affect the remaining provisions of this Agreement.

3.9 **Headings.** The headings in this Agreement do not affect its interpretation.

3.10 **Voting Rights.** For greater certainty, it is acknowledged and agreed that this Agreement is not a voting trust and that all voting rights, if any, attaching to the Securities that are subject to this Agreement may at all times be exercised by the respective registered owners thereof in their sole and absolute discretion.

3.11 **Governing Law.** This Agreement shall be constructed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable therein without giving effect to any choice or conflict of law provision or rule (whether of the Province of British Columbia or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and each party hereby irrevocably and unconditionally submits and attorns to the exclusive jurisdiction of the courts of the City of Vancouver in the Province of British Columbia and all courts competent to hear appeals therefrom.

3.12 **Time.** Time is of the essence hereof.

3.13 **Counterparts.** This Agreement may be executed in counterparts and by facsimile or e-mail, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

3.14 **Independent Legal Advice.** Each of the parties to this Agreement acknowledge and agree that they opportunity to seek, were not prevented nor discouraged from seeking and did obtain, or elected not to obtain, independent legal advice prior to the execution and delivery of this Agreement.

3.15 **Further Assurances.** Each party must, from time to time, execute and deliver all such further documents and instruments and do all acts and things as the other party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

[signature pages follow]

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: *McL...*
Authorized Signatory

Bradley Telfer
Signature of Shareholder
Name of Shareholder: BRADLEY TELFER

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: 
Authorized Signatory


Signature of Shareholder
Name of Shareholder: Daniel Selter

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: 
Authorized Signatory

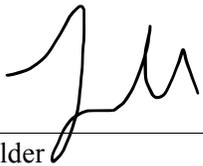

Signature of Shareholder
Name of Shareholder: Harrison Sali

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: 

Authorized Signatory



Signature of Shareholder
Name of Shareholder: Haley Developments Ltd.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: _____

Authorized Signatory

Signature of Shareholder

Name of Shareholder: _____

Jeremy Ross

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: Max Sali
Authorized Signatory

Max Sali
Signature of Shareholder
Name of Shareholder: Max Sali

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: 

Authorized Signatory



Signature of Shareholder
Name of Shareholder: Keir Reynolds

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: _____

Authorized Signatory

Signature of Shareholder

Name of Shareholder: _____

Robert Sch - Nature Cove Holdings

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: 

Authorized Signatory



Signature of Shareholder
Name of Shareholder: Todd Macdonald

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: 
Authorized Signatory


Signature of Shareholder
Name of Shareholder: TOBY PIERCE

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: *McDole*
Authorized Signatory

X *Scott Gil*
Signature of Shareholder
Name of Shareholder: Beneath the Surface Capital Corp

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: McL...
Authorized Signatory

X S. Lukawsky
Signature of Shareholder
Name of Shareholder: Stephane Lukawesky

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: M. S. D.
Authorized Signatory

X [Signature]
Signature of Shareholder
Name of Shareholder: REZA MOHAMMED.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: *McD*
Authorized Signatory

X *Lisa May*
Signature of Shareholder
Name of Shareholder Lisa May

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: *MacLeod*
Authorized Signatory

f. Grace
Signature of Shareholder
Name of Shareholder: Allison Grace

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: *M. De*
Authorized Signatory

X *B. Girtling*
Signature of Shareholder
Name of Shareholder: *RIG Capital Corporation*
Barry Girtling, President

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto as of the day and year first above written.

FIRST LEGACY MINING CORP.

Per: *M. S. D.*
Authorized Signatory

X *E. Emes*
Signature of Shareholder
Name of Shareholder: Elsie Emes

SCHEDULE "A"

[See attached]

Pooling Shareholder

Name: Bradley Telfer

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100,000	

Pooling Shareholder

Name:

Daniel Seiter

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100 000	

Pooling Shareholder

Name: Harrison Sali

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100,000	

Pooling Shareholder

Name: Haley Developments Ltd.

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	500,000	

Pooling Shareholder

Name: Jeremy Koss

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100,000	

Pooling Shareholder

Name: **Max Sali**

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	1,500,000	

Pooling Shareholder

Name: Keir Reynolds

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	1,500,000	

Pooling Shareholder

Name: Nature Cove Holdings Ltd

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	1,200,000	

Pooling Shareholder

Name: Todd Macdonald

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	1,000,000	

Pooling Shareholder

Name: TOBY PIERCE

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	250,000	

Pooling Shareholder

Name:

Beneath the Surface Capital Corp

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	750,000	

Pooling Shareholder

Name:

Bill Whitehead

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	500,000	

Pooling Shareholder

Name:

Justin Hayek

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100,000	

Pooling Shareholder

Name:

Stephanie Lukawesky

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	400,000	

Pooling Shareholder

Name:

REZIA MOHAMMED

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100,000	

Pooling Shareholder

Name:

Lisa May

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	300,000	

Pooling Shareholder

Name:

Allison Sorace

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	250,000	

Pooling Shareholder

Name:

RTG Capital Corp
Barry Gurling

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100,000	

Pooling Shareholder

Name:

Elsie Emes

Class and Type of Securities	Number	Certificates (if applicable)
Common Shares	100,000	