

UNDERWRITING AGREEMENT

December 22, 2022

Prime Mining Corp.
1030 West Georgia Street, Suite 710
Vancouver, BC V6E 2Y3

Attention: Daniel J. Kunz, Chief Executive Officer and Director

Dear Sir:

Desjardins Securities Inc. (“**Desjardins**”), as sole bookrunner, and TD Securities Inc. (“**TD**” and together with Desjardins, the “**Co-Lead Underwriters**”), together with BMO Nesbitt Burns Inc., PI Financial Corp. and Stifel Nicolaus Canada Inc. (collectively with the Co-Lead Underwriters, the “**Underwriters**”), severally and not jointly, nor jointly and severally, on the basis of the percentages set forth in Section 25 of this Agreement, hereby agree to purchase from Prime Mining Corp. (the “**Corporation**”) 12,200,000 units of the Corporation (the “**Offered Units**”), at a price of \$1.50 per Offered Unit (the “**Purchase Price**”) on a “bought deal” private placement basis, for aggregate gross proceeds of \$18,300,000, subject to the terms and conditions set out below. In addition, the Corporation hereby grants the Underwriters an option (the “**Underwriters’ Option**”) to increase the size of the Offering (as defined below) by up to an additional 1,830,000 units (the “**Additional Units**”) for additional gross proceeds of up to \$2,745,000. The Underwriters’ Option is exercisable, in whole or in part, at any time prior to 48 hours before the Closing Date (as hereinafter defined). The Offered Units and the Additional Units are collectively referred to herein as the “**Units**” and each, individually, a “**Unit**”. The offer and sale of the Offered Units and the Additional Units, if any, are collectively referred to as the “**Offering**”.

Upon and subject to the terms and conditions set forth herein, the Corporation hereby appoints the Underwriters, and the Underwriters hereby agree to act, as underwriters to the Corporation to offer to purchase the Units, for resale in the Canadian Offering Jurisdictions (as hereinafter defined) and in those jurisdictions outside of Canada consented to by the Corporation where the Units may be lawfully sold pursuant to the terms and conditions hereof.

Each Unit shall comprise one Common Share (as hereinafter defined) of the Corporation (each, a “**Unit Share**”) and one Common Share purchase warrant (each, a “**Warrant**”). Each whole Warrant shall entitle the holder thereof to purchase one Common Share (a “**Warrant Share**”) at a price of \$2.00 per Warrant Share at any time before 5:00 p.m. (Toronto time) on the date that is 36 months following the Closing Date. If, following the Closing Date (as defined herein), the volume weighted average trading price of the Common Shares on the TSXV (as defined herein) for any ten (10) consecutive trading days equals or exceeds \$2.50, the Corporation may, upon providing written notice to the holders of Warrants, accelerate the expiry date of the Warrants to the date that is twenty (20) days following the date of such notice. The Warrants shall be duly and validly created and issued pursuant to, and governed by, a warrant indenture dated December 22, 2022 (the “**Warrant Indenture**”) to be entered into between Odyssey Trust Company (the “**Warrant Agent**”), in its capacity as warrant agent thereunder, and the Corporation. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement (as hereinafter defined) and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern.

The Underwriters shall be entitled to appoint a soliciting dealer group consisting of other registered dealers subject to agreement by the Corporation, acting reasonably (each, a “**Selling Firm**”) as its agents to assist in the Offering. Any fee payable to such dealer(s) shall be for the account of the Underwriters and shall be negotiated between the Underwriters, on behalf of the Selling Firm(s).

In consideration of the services to be rendered by the Underwriters hereunder, the Corporation shall pay to the Underwriters on the Closing Date a cash commission (the “**Commission**”) in an amount equal to: (a) 6.0% of the gross proceeds of the Offering from purchasers that are not included on the president’s list to be agreed upon by the Underwriters and the Corporation, which president’s list shall not exceed \$3,000,000 (the “**President’s List**”); and (b) 3.0% of the gross proceeds of the Offering from purchasers on the President’s List. The obligation of the Corporation to pay the Commission shall arise on the Closing Date for that portion of the Offering sold by the Corporation on the Closing Date and such portion of the Commission shall be fully earned by the Underwriters at the Closing Time.

The parties acknowledge that the Units, the Unit Shares and Warrants comprising the Units, the Warrant Shares issuable upon exercise of the Warrants have not been and will not be registered under the U.S. Securities Act (as hereinafter defined) or any state securities laws and may not be offered or sold in the United States (as hereinafter defined) or to, or for the account or benefit of, U.S. Persons (as hereinafter defined), nor may the Warrants be exercised in the United States or by or on behalf of a U.S. Person, except pursuant to exemptions from the registration requirements of the U.S. Securities Act and the applicable laws of any state of the United States, in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Corporation, the Underwriters and the U.S. Affiliates (as hereinafter defined) contained in, and in compliance with, Schedule “B” hereto. All offers and sales to be undertaken by the Underwriters in the United States or to, or for the account or benefit of, U.S. Persons in connection with the Offering shall be undertaken through each U.S. Affiliate on behalf of its Underwriter.

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

“**Additional Units**” has the meaning ascribed to it above;

“**affiliate**”, “**associate**”, “**distribution**”, “**material change**”, “**material fact**” and “**misrepresentation**” shall have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

“**Agreement**” means this underwriting agreement, including all schedules hereto, as amended or supplemented from time to time;

“**Business Day**” means a day which is not a Saturday, Sunday or statutory or civic holiday in Toronto, Ontario or Vancouver, British Columbia;

“**Canadian Offering Jurisdictions**” means any Province in Canada as the Underwriters may designate;

“**CDS**” means CDS Clearing and Depository Services Inc.;

“**Claims**” shall have the meaning ascribed thereto in subsection 11(a);

“**Closing**” means the completion of the issue and sale of the Units;

“**Closing Date**” means the date of the Closing, it being anticipated that the Closing will occur on the date hereof;

“**Closing Time**” means 8:00 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as agreed to between the Corporation and the Co-Lead Underwriters, on behalf of the Underwriters;

“**Common Shares**” means the common shares in the capital of the Corporation;

“**Concessions Sales Agreement**” means the sale and transfer agreement entered into on July 17, 2020 between Minera Gold Stake, S.A. de C.V. and Minera Amari, S.A. de C.V., pursuant to which 100% of the mining concessions of the Los Reyes Project were acquired by the Corporation through Minera Amari, S.A. de C.V.;

“**Consulting Agreement**” means the consulting services agreement between Trinity Advisors Corporation and the Corporation dated September 8, 2022;

“**Corporation’s Auditors**” means Davidson & Company LLP or such other firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation;

“**Debt Instrument**” means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability;

“**Ejido Agreement**” means the surface use agreement entered into on February 18, 2020 between Ejido La Tasajera and the Corporation pursuant to the Los Reyes Option Agreement;

“**Engagement Letter**” means the letter agreement dated as of December 1, 2022, as amended on December 2, 2022, between the Corporation and Desjardins, on behalf of the Underwriters, relating to the Offering;

“**Environmental Laws**” shall have the meaning ascribed thereto in subsection 4(t);

“**Environmental Permits**” shall have the meaning ascribed thereto in subsection 4(u);

“**Financial Statements**” means: (i) the audited consolidated financial statements of the Corporation for the eight months ended December 31, 2021 and year ended April 30, 2021, together with the current auditor’s report and the predecessor auditor’s report, respectively, and the notes thereto; and (ii) the Corporation’s unaudited consolidated interim financial statements for the three and nine-month periods ending September 30, 2022 and October 31, 2021;

“**Governmental Authority**” means and includes any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government, any instrumentality, court, tribunal, arbitrator or arbitral body (public or private), any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority, including any self-regulatory authority, any Securities Regulator and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board;

“**Indemnitator**” shall have the meaning ascribed thereto in subsection 11(a);

“**Indemnified Party**” shall have the meaning ascribed thereto in subsection 11(a);

“**Intellectual Property**” means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

“**knowledge**” means, as it pertains to the Corporation and where such reference to knowledge is not qualified, the actual knowledge of Daniel J. Kunz, Chief Executive Officer and Director of the Corporation, Andrew Bowering, Executive Vice President and Director of the Corporation and Ian Marcus, Chief Financial Officer of the Corporation, as at the date of this Agreement, together with the knowledge which they would have had if they had conducted due and applicable inquiry into the relevant subject matter (which for greater certainty shall exclude any due diligence reports or materials prepared by the Underwriters or their counsel);

“**Leased Premises**” means the premises which are material to the Corporation, and which the Corporation or either of the Subsidiaries occupies as a tenant;

“**Long Dike Property**” means the 16.7 ha property related to the Panther Creek Project, located 26 miles west of Salmon in east-central Idaho;

“**Losses**” shall have the meaning ascribed thereto in subsection 11(a);

“**Los Reyes Assignment Agreement**” means the assignment agreement entered into on June 25, 2019 by the Corporation, Minera Alamos Inc., Vista Gold Corp., and the Mexican subsidiaries of each of Minera Alamos Inc. and the Corporation, pursuant to which the rights to the Los Reyes Option Agreement were assigned to the Corporation;

“**Los Reyes Governance Agreement**” means the governance and investor rights agreement between the Corporation and Minera Alamos Inc. dated June 25, 2019;

“**Los Reyes Option Agreement**” means the option agreement dated October 23, 2017, as subsequently amended on October 24, 2018, June 12, 2020, June 25, 2020, July 13, 2020 and July 17, 2020, entered into by Minera Alamos Inc. and its wholly owned Mexican subsidiary, Minera Alamos De Sonora S.A. De C.V., with Vista Gold Corp., Minera Gold Stake, S.A. de C.V., Minera Gold Stake Holdings Corp. and Granges Inc., whereby Minera Alamos Inc. acquired 100% of the issued and outstanding common shares of Minera Gold Stake, S.A. de C.V., and thereby acquiring the Los Reyes Project;

“**Los Reyes Project**” means the Los Reyes gold project located in Sinaloa, Mexico;

“**Magenta Agreement**” means the definitive agreement dated December 18, 2018 among Bowering Projects Ltd., Andrew Bowering, the Corporation and Exploracion Auramex S.A. de C.V., pursuant to which the Corporation purchased Exploracion Auramex S.A. de C.V. and the Magenta Project for US\$150,000 and 1,250,000 Common Shares;

“**Magenta Project**” means the five mining claims totalling 2,274 ha located in Sinaloa, Mexico;

“**Material Adverse Effect**” means the effect resulting from any change (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), event, violation, inaccuracy or circumstance that is materially adverse to the business, assets (including intangible assets), liabilities, capitalization, ownership, prospects, financial condition, or results of operations of the Corporation and the Subsidiaries, taken as a whole;

“**Material Agreement**” means any material Debt Instrument, indenture, contract, commitment, agreement (written or oral), instrument, lease, joint operating agreement, option, joint venture agreement, including, but not limited to: i) the Los Reyes Assignment Agreement; ii) the Los Reyes Governance Agreement; iii) the Los Reyes Option Agreement; iv) the Concessions Sales Agreement; v) the Magenta Agreement; vi) the Panther Creek Option Agreement; and (vii) the Consulting Agreement, or other document, including license agreements or drilling agreements, to which the Corporation or the Subsidiaries is a party or by which any of them is bound;

“**Mining Concessions**” means the concessions comprising any and all of the mining claims related to: i) the Los Reyes Project; ii) the Magenta Project; and iii) the Panther Creek Project;

“**Mining Property**” or “**Mining Properties**” means either individually or collectively, the Los Reyes Project, the Magenta Project and the Panther Creek Project;

“**Mining Rights**” shall have the meaning ascribed thereto in subsection 4(cc);

“**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

“**Panther Creek Option Agreement**” means the mineral property option agreement entered into on October 24, 2017 by the Corporation and Utah Mineral Resources, LLC whereby the Corporation may earn up to a 100% interest in the Panther Creek Project;

“**Panther Creek Project**” means the mining project located in the Idaho Cobalt Belt, comprising of 153 lode mining claims totalling 1,238 ha and a 16.7 ha mining lease on the Long Dike Property;

“**person**” shall mean any individual, company, corporation, partnership, limited partnership, joint venture, sole proprietorship, association, trust, trustee or other legal entity;

“**President’s List**” shall have the meaning ascribed to it above;

“**Public Record**” means all information filed by or on behalf of the Corporation with the Alberta Securities Commission and the British Columbia Securities Commission, in compliance, or intended compliance, with Securities Laws and publicly available on SEDAR under the Corporation’s profile at www.sedar.com;

“**Purchasers**” means the persons who, as purchasers, acquire the Units by duly completing, executing and delivering the Subscription Agreements;

“**Securities Laws**” means, collectively, and, as the context may require, the applicable securities laws of each of the Canadian Offering Jurisdictions and the respective regulations and rules made under those securities laws together with all applicable policy statements, instruments, rules, blanket orders and rulings of the Securities Regulators and all discretionary orders or rulings, if any, of the Securities Regulators made in connection with the transactions contemplated by this Agreement;

“**Securities Regulators**” means, collectively, the TSXV and the securities commissions or other securities regulatory authorities in the Canadian Offering Jurisdictions;

“**Subscription Agreements**” means, collectively, the subscription agreements in the form(s) agreed to by the Underwriters and the Corporation pursuant to which Purchasers agree to subscribe for and purchase Units as contemplated herein and shall include, for greater certainty, all schedules and exhibits thereto;

“**Subsidiaries**” means, collectively, (i) Argus Metals, (BGI) Inc., a corporation existing under the laws of Barbados; (ii) ePower Metals S.A. de C.V., a corporation existing under the laws of Mexico; and (iii) Minera Amari S.A. de C.V., and “**Subsidiary**” shall mean any one of them;

“**subsidiary**” shall have the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

“**Taxes**” shall have the meaning ascribed thereto in subsection 4(i);

“**Technical Report**” means the technical report, as amended, entitled “Technical Report Los Reyes Property, Sinaloa Mexico”, issue date April 15, 2020 submitted by William A. Turner, P. Geol. and A.C. (Chris) Hunter, P. Geol.;

“**Transfer Agent**” means Odyssey Trust Company;

“**TSXV**” means the TSX Venture Exchange Inc.;

“**Underwriters’ Option**” shall have the meaning ascribed to it above;

“**United States**” means the United States of America, its territories and possessions, any State of the United States, and the District of Columbia;

“**U.S. Person**” means a U.S. person as that term is defined in Rule 902(k) of Regulation S of the U.S. Securities Act;

“**U.S. Purchaser**” means any Purchaser that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, or any person offered the Units in the United States;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended;

“**Vista**” means Vista Gold Corp., a corporation existing under the laws of the Province of British Columbia;

“**Warrant Certificates**” means the certificates evidencing the Warrants, if any Warrants are issued in certificated form; and

“**Warrant Share**” shall have the meaning ascribed to it above.

TERMS AND CONDITIONS

1. Sale on Exempt Basis.

- (a) The Underwriters may arrange for substituted Purchasers for the Units in the Canadian Offering Jurisdictions on a private placement basis pursuant to exemptions from the prospectus requirements of all applicable Securities Laws. Each substituted Purchaser shall purchase the Units at the Purchase Price, as applicable, and to the extent that substituted Purchasers purchase Units, the obligation of the Underwriters to do so will be reduced by the number of Units purchased from the Corporation by the substituted Purchasers.
- (b) The Corporation understands that, although the offer to act as underwriters with respect to the Units is made hereunder by the Underwriters to the Corporation as purchaser, the Underwriters have the right to arrange for the Units to be purchased by the Purchasers at the Purchase Price:
 - (i) in the Canadian Offering Jurisdictions on a private placement basis pursuant to exemptions from the prospectus requirements of, and otherwise in compliance with, all applicable Securities Laws; and
 - (ii) in such other jurisdictions as consented to by the Corporation on a private placement basis in compliance with all applicable Securities Laws and the securities laws of such other jurisdictions provided that no prospectus, registration statement, offering memorandum or similar document is required to be filed in such jurisdiction, no registration or similar requirement would apply with respect to the Corporation in such other jurisdictions and the Corporation does not thereafter become subject to on-going continuous disclosure obligations in such other jurisdictions.
- (c) The Unit Shares, Warrants and Warrant Shares shall have attached to them, whether issued in certificated form or through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book-entry system, as applicable, any applicable legends as may be prescribed by CDS in addition to a legend substantially in the following form:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE APRIL 23, 2023.”

And, if required by the applicable rules of the TSXV, the certificates, if any, or ownership statements representing the Unit Shares, Warrants and any Warrant Shares (and each certificate or ownership statement issued in transfer of any of such share or warrant) which are issued during the relevant hold period, will bear or be deemed to bear, as applicable, a further legend, substantially in the following form with the necessary information inserted.

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE INC. AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE (INCLUDING ANY UNDERLYING SECURITIES THAT MAY BE ISSUED ON THE CONVERSION, EXERCISE OR EXCHANGE OF THE SECURITIES REPRESENTED BY THIS

CERTIFICATE) MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF TSX VENTURE EXCHANGE INC. OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL APRIL 23, 2023.”

2. (a) **Filings.** 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 purchase and sale of the Units so that the distribution of the Units on the terms and conditions set forth herein may lawfully occur without the necessity of filing a prospectus or offering memorandum in Canada, United States or elsewhere or a comparable document in any other jurisdiction (but on terms that will permit the Units acquired by the Purchasers in the Canadian Offering Jurisdictions to be sold by such Purchasers and the Underwriters in the Canadian Offering Jurisdictions subject to, and in compliance with, applicable hold periods and other restrictions under applicable Securities Laws). The Underwriters undertake to cause Purchasers to complete and deliver to the Corporation (and it shall be a condition of closing in favour of the Corporation that the Purchasers complete and deliver to the Corporation) any forms required by applicable Securities Laws and by the TSXV in connection with the Offering. All fees payable in connection with such filings under applicable Securities Laws shall be at the expense of the Corporation.

(b) **No Offering Memorandum.** Neither the Corporation nor the Underwriters shall: (i) provide to prospective Purchasers any document or other material or information that would constitute an offering memorandum within the meaning of applicable Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Units, including causing the sale of the Units 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 Units whose attendees have been invited by general solicitation or advertising.

3. **Covenants.** The Corporation hereby covenants to the Underwriters and to the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the Offering, that the Corporation shall:

- (a) allow the Underwriters and their respective representatives to conduct all due diligence regarding the Corporation and its Subsidiaries which the Underwriters may reasonably require to be conducted prior to the Closing Date in order to fulfill their obligations as Underwriters;
- (b) commencing on the date hereof and continuing until the date that is 36 months following the Closing Date, use commercially reasonable efforts to maintain its status as a “reporting issuer” under the Securities Laws of the Provinces of Alberta and British Columbia, not in default of any requirement of such Securities Laws, 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” 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 TSXV (or such other applicable stock exchange upon which its Common Shares are listed or quoted);
- (c) commencing on the date hereof and continuing until the date that is 36 months following the Closing Date, use commercially reasonable efforts to maintain the listing of the Common Shares on the TSXV or other recognized stock exchange or quotation system, provided that this covenant shall not prevent the Corporation from completing any transaction which would result in the Common Shares 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 TSXV (or such other applicable stock exchange upon which its Common Shares are listed or quoted);

- (d) duly execute and deliver the Subscription Agreements (which have been accepted by the Corporation and duly completed and executed by the Purchasers), any certificates representing the Common Shares and the Warrants comprising the Units and the Warrant Indenture at the Closing Time and comply with and satisfy all terms, conditions and covenants therein contained to be complied with or satisfied by the Corporation;
- (e) provided that the Offering is completed, not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible or exchangeable into Common Shares at a price less than the Purchase Price, other than pursuant to (i) the Offering; (ii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the date of the Engagement Letter; (iii) the issuance of Common Shares upon the exercise of convertible securities, warrants, options, or any other commitment or agreement outstanding prior to the date hereof; or (iv) pursuant to the issuance of any Common Shares in connection with a bona fide acquisition, for a period of 120 days from the Closing Date, without the prior written consent of Desjardins Securities Inc., on behalf of the Underwriters, such consent not to be unreasonably withheld;
- (f) provided that the Offering is completed, cause its directors and officers as of the date hereof to enter into the Form of Lock-Up Agreement attached hereto as Schedule “A”;
- (g) use commercially reasonable efforts to fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it set out in Section 7;
- (h) ensure that, at the Closing Time, the Unit Shares partially comprising the Units shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;
- (i) ensure that, at the Closing Time, the Warrants shall be validly created and issued and shall have attributes corresponding in all material respects to the description thereof set forth in the Warrant Indenture;
- (j) ensure that, at all times prior to the expiry of the Warrants, a sufficient number of Warrant Shares are allotted and reserved for issuance upon the due exercise of the Warrants in accordance with their terms;
- (k) ensure that the Warrant Shares, upon the due exercise of the Warrants in accordance with their terms, shall be duly issued as fully paid and non-assessable shares in the capital of the Corporation on payment of the purchase price therefor;
- (l) duly appoint the Warrant Agent as the agent under the Warrant Indenture at or prior to the Closing Time;
- (m) ensure that the Unit Shares partially comprising the Units and the Warrant Shares are listed and posted for trading on the TSXV upon their respective dates of issuance;

- (n) subject to applicable law, obtain the prior approval of the Underwriters, acting reasonably, as to the content and form of any press release relating to the Offering; and
- (o) use the net proceeds of the Offering to fund the exploration and development of the Los Reyes Project and general corporate purposes.

4. **Representations and Warranties of the Corporation.** The Corporation represents and warrants to the Underwriters and to the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the Offering, that:

- (a) each of the Corporation and the Subsidiaries has been duly incorporated and is validly existing under the laws of its jurisdiction of existence, has all requisite corporate power and authority and is duly qualified and possesses all material certificates, authorizations, permits and licences issued by the appropriate Governmental Authority necessary (and has not received or is not aware of any modification or revocation to such licences, authorizations, certificates or permits) to carry on its business as now conducted and to own or lease its properties and assets, including the Mining Properties, and the Corporation has all requisite corporate power and authority to enter into this Agreement, the Subscription Agreements, the Warrant Indenture and the Warrant Certificates and to carry out its obligations hereunder and thereunder;
- (b) the Corporation has no direct or indirect subsidiaries or any material investment or proposed investment in any person other than the Subsidiaries. The Corporation, directly or indirectly beneficially owns all of the issued and outstanding shares in the capital of the Subsidiaries free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares 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 or the Subsidiaries or any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries or any other security convertible into or exchangeable for any such shares;
- (c) at the Closing Time, all consents, approvals or conditional approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of this Agreement, the Subscription Agreements, the Warrant Indenture and the Warrant Certificates and the consummation of the transactions contemplated hereby and thereby including the issuance and sale of the Units, Unit Shares, the Warrants and the Warrant Shares will have been made or obtained, as applicable;
- (d) the execution and delivery of this Agreement, the Subscription Agreements, the Warrant Indenture and the Warrant Certificates, the performance by the Corporation of its obligations hereunder or thereunder, including the issue and sale of the Units, Unit Shares, the Warrants and the Warrant Shares, and the consummation of the transactions contemplated hereby and thereby 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), (i) any statute, rule or regulation applicable to the Corporation, including applicable Securities Laws and the rules and regulations of the TSXV; (ii) the constating documents or resolutions of the board of directors or shareholders of the Corporation which are in effect at the date hereof; (iii) any Material Agreement; or (iv) any judgment, decree, order, rule, law or regulation binding the Corporation or the material property or assets of the Corporation or the Subsidiaries, including the Mining Properties;

- (e) none of the Corporation or the Subsidiaries has approved or entered into any agreement in respect of, or received any written notice with respect to: (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiaries whether by asset sale, transfer of shares or otherwise; (ii) the change of control of the Corporation or the Subsidiaries (whether by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or the Subsidiaries or otherwise); or (iii) to the knowledge of the Corporation, a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares;
- (f) the Financial Statements have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein and present fully, fairly and correctly, the consolidated financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of the Corporation as at such dates and results of operations of the Corporation for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation and there has been no change in accounting policies or practices of the Corporation since December 31, 2021;
- (g) the Corporation is in compliance with all timely and continuous disclosure obligations under applicable Securities Laws and the policies, rules and regulations of the TSXV and, without limiting the generality of the foregoing, there has been no adverse material change (actual, proposed or prospective, whether financial or otherwise) in the business, results of operations, prospects, assets, liabilities (contingent or otherwise) or capital or financial condition of the Corporation on a consolidated basis since December 31, 2021 which has not been publicly disclosed and all the statements set forth in all documents publicly filed by or on behalf of the Corporation pursuant to applicable Securities Laws were true, correct and complete and did not contain any misrepresentation as of the date of such statements and the Corporation has not filed any confidential material change reports since the date of such statements which remain confidential as of the date hereof;
- (h) since December 31, 2021: (i) there has been no material adverse change in the condition (financial or otherwise), or in the properties (including the Mining Properties), capital, affairs, prospects, operations, assets or liabilities of the Corporation, whether or not arising in the ordinary course of business, but for greater certainty, any decreases in the Corporation's assets resulting from the use of cash to finance the Corporation's operations in a manner consistent with the Corporation's use of cash to finance its operations during the financial year ended December 31, 2021 shall not be considered material adverse changes; and (ii) there have been no transactions entered into by the Corporation, other than those in the ordinary course of business, or related to the acquisition of an interest in the Los Reyes Project;
- (i) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, customs duties and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable or required to be collected or withheld and remitted by the Corporation and the Subsidiaries have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading or have a Material Adverse Effect. To the knowledge of the Corporation, no examination of any tax return of the Corporation or the

Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by the Corporation or the Subsidiaries. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to the Corporation or the Subsidiaries;

- (j) each of the Corporation and the Subsidiaries has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the assets of the Corporation or the Subsidiaries that are material, and there are no audits pending of the tax returns of the Corporation or the Subsidiaries (whether federal, state, provincial, local or foreign) and there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would have a Material Adverse Effect on the Corporation, other than as disclosed in the Public Record;
- (k) the Corporation's Auditors are independent public accountants as required under applicable Securities Laws;
- (l) there has never been a "reportable event" (within the meaning of NI 51-102) with the Corporation's Auditors or the former auditors of the Corporation;
- (m) the Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that: (i) transactions are executed in accordance with management's general or specific authorization; and (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain accountability for assets;
- (n) no holder of outstanding securities of the Corporation is entitled to any pre-emptive or any similar rights to subscribe for any Common Shares or other securities of the Corporation (including pursuant to the Offering) and any such pre-emptive or any similar rights have been fully complied with or waived by the holder thereof in relation to the Offering;
- (o) except as disclosed in the Public Record and the Consulting Agreement, no rights, warrants or options to acquire, or instruments convertible into or exchangeable for, any security in the capital of the Corporation are outstanding;
- (p) no legal or governmental proceedings or inquiries by any Governmental Authority are pending to which any of the Corporation or the Subsidiaries is a party or to which their respective property, including the Mining Properties, is subject that would result in the revocation or modification of any certificate, authorization, permit or license, including the Mining Concessions, necessary to conduct the business now owned or operated by the Corporation or the Subsidiaries which, if the subject of an unfavourable decision, ruling or finding would have a Material Adverse Effect, and no such proceedings have been threatened against or, to the knowledge of the Corporation, are contemplated with respect to the Corporation or the Subsidiaries or their respective properties and assets, including the Mining Properties;
- (q) each of the Corporation and the Subsidiaries has conducted and is conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which it carries on business (including all applicable federal, state, provincial, municipal and local environmental, anti-pollution and licensing laws, regulations and other lawful requirements of any Governmental Authority, including Environmental Laws and relevant exploration and exploitation permits and concessions) except where the failure to so comply would not have a Material Adverse Effect and

the Corporation and the Subsidiaries hold all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing. Without limiting the generality of the foregoing, neither of the Corporation nor the Subsidiaries has received a written notice of non-compliance, nor know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have a Material Adverse Effect;

- (r) the Corporation is not aware of any pending or contemplated change to any applicable law or regulation or governmental position that would materially adversely affect the business of the Corporation or the Subsidiaries or the business or legal environment under which the Corporation or the Subsidiaries operate;
- (s) the lands covered by the Mining Properties in which the Corporation has an interest or right are as of the date hereof free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may give rise to any and all claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, amounts paid in settlement, assessments, costs, disbursement or expenses of any kind or of any nature whatsoever that are asserted against the Corporation or any other party alleging liability of any kind or of any nature whatsoever arising out of, based on or resulting from: (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above the Mining Properties or emanating or migrating or threatening to emanate or migrate from the Mining Properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable laws aimed at reclamation or restoration of the Mining Properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including ambient air, surface water and groundwater; and all other applicable laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes (collectively, “**Environmental Laws**”); all environmental approvals required pursuant to Environmental Laws with respect to activities carried out on any part of the lands covered by the Mining Properties, have been obtained, are valid and in full force and effect and have been complied with; and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals;
- (t) all the necessary licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws have been obtained (the “**Environmental Permits**”) as at the date hereof for the operation of the business as currently carried on by the Corporation and the Subsidiaries, and each Environmental Permit is valid, subsisting and in good standing and none of the Corporation or the Subsidiaries is in material default or breach of any Environmental Permit and no proceeding has been threatened, or to the knowledge of the Corporation, is pending to revoke or limit any Environmental Permit;
- (u) the Corporation and the Subsidiaries have obtained all the necessary Environmental Permits necessary as at the date hereof for the operation of the business as currently intended to be carried out at the Los Reyes Project, and each Environmental Permit is valid, subsisting and in good standing and neither the Corporation nor any of the Subsidiaries is in material default or breach of

- any Environmental Permit and no proceeding has been threatened, or to the knowledge of the Corporation, is pending to revoke or limit any Environmental Permit;
- (v) neither the Corporation nor the Subsidiaries or to their knowledge Vista, have used, except in material compliance with all Environmental Laws and Environmental Permits, any Mining Properties or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any hazardous substance;
 - (w) neither the Corporation nor the Subsidiaries, any predecessor companies thereto or, to their knowledge Vista, have received any notice of, or been prosecuted for an offence alleging, non-compliance with any laws, ordinances, regulations and orders, including Environmental Laws, and neither the Corporation nor the Subsidiaries or any predecessor companies thereto have settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or the Subsidiaries, nor have the Corporation or the Subsidiaries received notice of any of the same;
 - (x) as of the date hereof, there are no past unresolved, pending or, to the Corporation's knowledge, threatened claims, complaints, notices or requests for information with respect to any alleged material violation of any law, statute, order, regulation, ordinance or decree and no conditions exist at, on or under the Mining Properties which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have any adverse effect with respect to the Corporation;
 - (y) except as ordinarily or customarily required by applicable permit, neither the Corporation nor the Subsidiaries have received any notice, which remains unresolved, wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any law including any Environmental Laws. None of the Corporation or the Subsidiaries has received any request for information, which remains unresolved, in connection with any federal, state, municipal or local inquiries as to disposal sites;
 - (z) there are no environmental audits, evaluations, assessments, studies or tests relating to the Mining Properties except for ongoing assessments conducted by or on behalf of the Corporation or the Subsidiaries in the ordinary course;
 - (aa) the Corporation has good registered and marketable title to its interest in the Mining Properties, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, and property rights (including access rights) as are necessary for the conduct of the business of the Corporation as currently conducted or contemplated to be conducted; the Corporation does not know of any claim or basis for any claim that might or could adversely affect the right of the Corporation to use, transfer or otherwise exploit the Mining Properties;
 - (bb) the Corporation holds either freehold title, mining leases, including the Mining Concessions, mining claims, mining and exploration licenses, property leases, or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located (the "**Mining Rights**") in respect of the deposits, ore bodies and minerals located in properties in which the Corporation has an interest as described in the Public Record under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, including but not limited to the Material Agreements, sufficient to

permit the Corporation to explore for minerals, free and clear of any liens, charges or encumbrances, and all property, leases, claims or licences in which the Corporation has any interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting; the Corporation has all the necessary surface rights, access rights and other necessary rights and interest relating to the properties in which the Corporation has a material interest as described in the Public Record granting the Corporation the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of their respective rights and interests therein, and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto, including but not limited to referred to above are currently in good standing in the name of the Corporation or the Subsidiaries. The Mining Rights in respect of the Mining Properties as disclosed in the Public Record constitute a complete description of all material Mining Rights held by the Corporation or the Subsidiaries;

- (cc) any and all of the agreements and other documents and instruments pursuant to which the Corporation and the Subsidiaries hold any property, including, but not limited to the Material Agreements, are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof; neither the Corporation nor the Subsidiaries are in default and, to the knowledge of the Corporation, none of the other parties thereto are in default, of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. None of the Mining Properties (or, as may be applicable, any of the Material Agreements) of the Corporation or the Subsidiaries are subject to any right of first refusal or purchase or acquisition rights, except any such rights held by Minera Alamos Inc., pursuant to the Los Reyes Assignment Agreement, and in respect of the Los Reyes Project, all such rights and interests have been validly located and recorded in accordance with all applicable laws;
- (dd) the Corporation and the Subsidiaries have all necessary surface rights, access rights and other necessary rights and interests relating to the Mining Properties, including but not limited to the Ejido Agreement relating to the Los Reyes Project, and such right and ability to access the Mining Properties and each of the documents, agreements and instruments and obligations relating thereto referred to above are currently in good standing in the name of the Corporation or the Subsidiaries;
- (ee) each of the Corporation and the Subsidiaries have conducted and are conducting their respective business in compliance in all material respects with all applicable mining laws, rules and regulations of each jurisdiction in which it carries on business and with all laws, regulations, rules, orders and directives material to its operation, and neither the Corporation nor the Subsidiaries have received any notice of the revocation or cancellation of, or any intention to revoke or cancel, any of the permits, licenses, including the Mining Concessions, leases or other instruments conferring mining exploration rights in respect of the Mining Properties currently held, as applicable;
- (ff) to the knowledge of the Corporation and the Subsidiaries, there are no claims with respect to aboriginal rights pending or threatened, with respect to the Mining Properties;
- (gg) all exploration activities on the Mining Properties have been conducted in all respects in accordance with good mining exploration and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with;
- (hh) the Corporation is in compliance in all material respects with NI 43-101 in connection with the disclosure of scientific or technical information made by the Corporation (in the Public Record or otherwise) concerning each Mining Property;

- (ii) the Corporation has duly filed with the applicable regulatory authorities in compliance in all material respects with Securities Laws all reports required by NI 43-101, and all such reports were prepared in accordance with the requirements of NI 43-101 and, other than as disclosed in subsequent reports, there has been no change to the information set out in each such report of which the Corporation is aware that would disaffirm any aspect of such report in a materially adverse manner;
- (jj) all information requested by the authors of the Technical Report was made available to them, prior to the issuance of such report, for the purpose of preparing such report, which information did not contain any material misrepresentation at the time such information was so provided;
- (kk) since the filing of the Technical Report, no event or change has occurred that would require the Corporation to file a further, updated technical report pursuant to NI 43-101;
- (ll) this Agreement has been duly authorized, executed and delivered by the Corporation and, at the Closing Time, the Subscription Agreement, the Warrant Indenture and the Warrant Certificates shall have been duly authorized, executed and delivered and, upon such execution and delivery, each shall constitute valid and binding obligations of the Corporation and each shall be enforceable against the Corporation 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;
- (mm) at the Closing Time, all necessary corporate action will have been taken by the Corporation to allot and authorize the issuance of the Unit Shares and, when issued and delivered by the Corporation pursuant to the terms hereof, the Unit Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (nn) at the Closing Time, all necessary corporate action will have been taken by the Corporation to create and issue the Warrants and, upon the due exercise of the Warrants, the Warrant Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (oo) the authorized capital of the Corporation consists of: (i) an unlimited number of Common Shares, of which, as at the close of business on December 21, 2022, 113,050,705 Common Shares were issued and outstanding as fully paid and non-assessable shares in the capital of the Corporation; (ii) warrants, of which, as at the close of business on December 21, 2022, there were 24,395,625 outstanding; (iii) stock options, of which, as at the close of business on December 21, 2022, there were 10,760,000 outstanding; and (iv) restricted share units, of which, as at the close of business on December 21, 2022, there were 400,000 outstanding;
- (pp) the Corporation is, and will be on the Closing Date, a “reporting issuer” in the Provinces of British Columbia and Alberta, and it is not in default of any requirement of applicable Securities Laws, and the Corporation is not included on a list of defaulting reporting issuers maintained by any of the Securities Regulators in such jurisdictions;
- (qq) all information which has been prepared by the Corporation relating to the Corporation and the Subsidiaries and their business, property and liabilities and either publicly disclosed or provided to the Underwriters, including all financial, marketing, sales and operational information provided to the Underwriters, is, as of the date of such information, true and correct and, as applicable, complies

- in all material respects with applicable Securities Laws, and no fact or facts have been omitted therefrom which would make such information misleading;
- (rr) the Corporation and the Subsidiaries are in compliance in all material respects with all laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages. There is not currently any, or any reasonably foreseeable, labour disruption or conflict involving the Corporation or the Subsidiaries;
 - (ss) Odyssey Trust Company, at its principal offices in Vancouver, British Columbia has been duly appointed as transfer agent and registrar for the Common Shares and as Warrant Agent;
 - (tt) other than the Underwriters and the Selling Firms, if any, there is no person acting or, to the Corporation's knowledge, purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage, agency, finder's fee or similar fee in connection with the Offering;
 - (uu) all the Mining Rights on the Mining Properties are in good standing and the Corporation has incurred the minimum exploration expenditures in respect thereof in order to keep such rights in good standing and there are no liens or encumbrances registered or outstanding against the interests therein or the rights related thereto, all payment obligations thereunder have been met, the title to the rights to which the agreements relate are valid, subsisting and enforceable titles held by the titleholder who are party to the respective agreements, including but not limited to the Material Agreements and the Ejido Agreement;
 - (vv) the Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation;
 - (ww) the Corporation is not party to any Debt Instrument or any agreement, contract or commitment to create, assume or issue any material Debt Instrument other than in the ordinary course of business and none of the Corporation or the Subsidiaries has made any loans to or guaranteed the obligations of any person, other than inter-corporate loans or guarantees;
 - (xx) none of the Corporation or the Subsidiaries is in violation of its constating documents or in default of the performance or observance of any material obligation, agreement, covenant or condition contained in any Material Agreement to which it is a party or by which it or its property may be bound, and to the knowledge of the Corporation, no counterparty to any material obligation, agreement, covenant or condition contained in any Material Agreement to which the Corporation or a Subsidiary is a party is in default in the performance or observance thereof;
 - (yy) the minute books and records of the Corporation and the Subsidiaries which the Corporation has made available to the Underwriters in connection with their due diligence investigation of the Corporation for the period from inception to the date of examination thereof, are all of the minute books and corporate records of the Corporation and the Subsidiaries for such period and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the board of directors and all committees of the board of directors of the Corporation and the Subsidiaries to the date of review of such corporate minute books and records. There have been no other meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of the Corporation or the Subsidiaries during such period not reflected in such minute books and other records, except for certain resolutions relating to the Offering, copies of which will be delivered at Closing;

- (zz) with respect to each of the Leased Premises, the Corporation and the Subsidiaries occupy the Leased Premises and have the right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or the Subsidiaries occupy the Leased Premises is in good standing and in full force and effect;
- (aaa) there are no actions, suits, judgments, investigations, proceedings or inquiries pending or threatened against or affecting the Corporation or the Subsidiaries or their respective material property or assets or their directors, officers or employees at law or in equity or before or by any Governmental Authority, court, commission, board, bureau, agency or instrumentality and, to the knowledge of the Corporation, there is no basis therefor, and neither the Corporation nor the either of the Subsidiaries is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, could reasonably be expected to have a Material Adverse Effect or would adversely affect the ability of the Corporation to perform its obligations under this Agreement, the Subscription Agreements, the Warrant Indenture and the Warrant Certificates, to the knowledge of the Corporation, there is no basis therefor;
- (bbb) there are no judgments against the Corporation or the Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or its material properties or assets is subject;
- (ccc) the material assets of the Corporation and the Subsidiaries and their businesses and operations are, where commercially reasonable to do so, insured against loss or damage with responsible insurers on the 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 of any claim thereunder;
- (ddd) no order, ruling or determination having the effect of suspending the sale or ceasing or suspending trading in any securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for such purpose have been instituted or are, to the knowledge of the Corporation, pending or threatened; and
- (eee) all necessary notices and filings have been made with, and all necessary consents, approvals and authorizations obtained by the Corporation from, the TSXV to ensure that the Unit Shares and the Warrant Shares will be listed and posted for trading on the TSXV upon their issuance, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSXV.

Where any representation or warranty contained in this Agreement or any agreement delivered pursuant to this Agreement is expressly qualified by reference to “the knowledge” of a party, such qualification shall be deemed to refer to the actual knowledge of such party after reasonable inquiries have been made into the relevant subject matter.

It is further agreed by the Corporation that all representations and warranties of the Corporation in this Section 4 made by the Corporation to the Underwriters shall also be deemed to be made for the benefit of the Purchasers as if the Purchasers were also parties hereto (it being agreed that the Underwriters are acting for and on behalf of the Purchasers for this purpose).

5. **Representations, Warranties and Covenants of the Underwriters.** Each of the Underwriters hereby, severally and not jointly nor jointly and severally, represents, warrants and covenants to the Corporation, and acknowledges that the Corporation is relying upon such representations, warranties and covenants in connection with the Offering, that:

- (a) it is a valid and subsisting corporation, duly incorporated, continued, amalgamated or formed, as applicable, and in good standing under the laws of the jurisdiction in which it is existing;
- (b) it is, and will remain until the completion of the Offering, appropriately qualified and registered under applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder, and it will not make available to prospective purchasers of Units documents or material other than the Subscription Agreement, a term sheet outlining the terms of the Offering or such other documents as form part of the Public Record filed in accordance with applicable Securities Laws in Canada;
- (c) it has all requisite corporate power and capacity to enter into this Agreement and to carry out the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (d) this Agreement has been duly authorized, executed and delivered by it and shall constitute a valid and binding obligation of the Underwriters, enforceable against it 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;
- (e) it hereby covenants to solicit subscriptions for the Units in the Canadian Offering Jurisdictions in a manner so as to enable the Corporation to comply with the requirements of the applicable Securities Laws;
- (f) it has and will, and has required and will require any Selling Firm (if any) to agree to, conduct its activities in connection with the Offering in compliance with all applicable Securities Laws;
- (g) it will provide to the Corporation as soon as practicable following the Closing Date all information necessary to allow the Corporation to file with each of the securities commissions, if required, a report of trade in accordance with applicable Securities Laws within the required time frame;
- (h) it has not and will not, and has required and will require any Selling Firm (if any) to agree not to, engage in or authorize and will not engage in or authorize, activity that would constitute “directed selling efforts” under Regulation S or any form of general solicitation or general advertising in connection with or in respect of the Units in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or by means of the internet or otherwise or conduct any seminar or meeting concerning the Offering whose attendees have been invited by any general solicitation or general advertising;
- (i) it has not and will not, and has required and will require any Selling Firm (if any) to agree not to, directly or indirectly, offer, sell or solicit offers to purchase or sell the Units so as to require the filing of a prospectus or offering memorandum or similar document with respect thereto or the provision of a contractual right of action or a statutory right of action under the laws of any jurisdiction;

- (j) it has not and will not, and has required and will require any Selling Firm to agree not to, directly or indirectly, offer, sell or solicit offers to purchase or sell the Units to Purchasers so as to require registration of the Unit Shares or Warrants, or filing of a prospectus or registration statement, offering memorandum or similar document in respect thereof, or require continuing obligations on the part of the Corporation under the laws of any jurisdiction other than the Provinces of Alberta and British Columbia;
- (k) each of the Underwriters is an “accredited investor” as defined in NI 45-106; and
- (l) it will obtain prior to the Closing Time a duly completed and executed Subscription Agreement from each Purchaser along with all other applicable forms, reports, undertakings or documentation required under applicable Securities Laws.

6. **Closing Deliveries.** The purchase and sale of the Units shall be completed electronically at the Closing Time at the offices of Cassels Brock Blackwell LLP in Vancouver, British Columbia, or at such other place or places as the Underwriters and the Corporation may agree. At or prior to each Closing Time, the Corporation shall duly and validly deliver to the Underwriters one or more certificate(s) in definitive form (including such other form of evidence of ownership) or in the form of an electronic deposit pursuant to the non-certificated issue system maintained by CDS Clearing and Depository Services Inc. representing the Units (which Units will subsequently separate into Common Shares and Warrants), against payment by the Underwriters to the Corporation, at the direction of the Corporation, in the lawful money of Canada by wire transfer or, if permitted by applicable law, by certified cheque or bank draft, payable at par in Toronto, Ontario, of an amount equal to the aggregate purchase price for the Units being issued and sold hereunder less the Commission and all of the estimated expenses of the Underwriters payable by the Corporation to the Underwriters in accordance with Section 12 hereof.

7. **Closing Conditions.** Each Purchaser’s obligation to purchase the Units at the Closing Time shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

- (a) the Underwriters shall have received a certificate, dated as of the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation, or such other officers of the Corporation as the Co-Lead Underwriters, on behalf of the Underwriters, may agree, certifying for and on behalf of the Corporation, to the best of the knowledge, information and belief of the persons so signing, that:
 - (i) no order, ruling or determination having the effect of suspending the sale or ceasing the trading in any 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 are pending, contemplated or threatened by any regulatory authority;
 - (ii) (A) there has been no material adverse change, financial or otherwise, in the assets or liabilities (contingent or otherwise), business, condition (financial or otherwise), capital or prospects of the Corporation and the Subsidiaries, taken as a whole, that has not been generally disclosed, and (B) no material transactions have been entered into by the Corporation or any of the Subsidiaries other than in the ordinary course of business;
 - (iii) the Corporation has duly complied with all the terms, covenants and conditions of this Agreement on its part to be complied with up to the Closing Time; and

- (iv) the representations and warranties of the Corporation contained in this Agreement are true and correct as of 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;
- (b) the Underwriters shall have received at the Closing Time a certificate dated as of the Closing Date, signed by an appropriate officer or officers of the Corporation addressed to the Underwriters, with respect to the constating documents of the Corporation, all resolutions of the Corporation's board of directors relating to the Offering, this Agreement and the transactions contemplated hereby, the incumbency and specimen signatures of signing officers and such other matters as the Underwriters may reasonably request;
- (c) the Underwriters shall have received copies of correspondence indicating that the Corporation has obtained all necessary approvals for the Unit Shares and the Warrant Shares to be conditionally listed on the TSXV, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSXV;
- (d) this Agreement, the Subscription Agreements, the Warrant Indenture and the Warrant Certificates (if any) shall have been executed and delivered by the Corporation in form and substance satisfactory to the Co-Lead Underwriters (on behalf of the Underwriters), acting reasonably;
- (e) the Underwriters shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date not more than two Business Days prior to the Closing Date;
- (f) the Underwriters shall have received legal opinions addressed to the Underwriters and the Purchasers, in form and substance satisfactory to the Co-Lead Underwriters (on behalf of the Underwriters), acting reasonably, dated as of the Closing Date, from Cassels Brock & Blackwell LLP, counsel to the Corporation, or local counsel with respect to those matters governed by the laws of jurisdictions other than the jurisdictions in which it is qualified to practice, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of the Corporation, as appropriate, with respect to the following matters:
 - (i) as to the existence of the Corporation under the *Business Corporations Act* (British Columbia), and as to the requisite corporate power and capacity of the Corporation to carry out its obligations under this Agreement, the Subscription Agreements, and the Warrant Indenture and to issue the Unit Shares and Warrants comprising the Units and the Warrant Shares;
 - (ii) as to the authorized capital of the Corporation;
 - (iii) as to the requisite corporate power and capacity of the Corporation to carry on business and to own, lease and operate properties and assets;
 - (iv) the execution and delivery of this Agreement, the Subscription Agreements, the Warrant Indenture and the Warrant Certificates (if any) by the Corporation, the performance by the Corporation of its obligations hereunder and thereunder, do not or will not violate, contravene or breach any provision of: (i) the constating documents of the Corporation; (ii) the *Business Corporations Act* (British Columbia) and the regulations thereunder; or (iii) any resolutions of the directors of the Corporation;

- (v) each of this Agreement, the Subscription Agreements, the Warrant Indenture and the Warrant Certificates (if any) has been duly authorized and executed and delivered by the Corporation, and constitute valid and binding obligations of the Corporation enforceable against it in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law;
- (vi) the Unit Shares partially comprising the Units and the Warrant Shares have been duly authorized and reserved for issuance;
- (vii) the Unit Shares partially comprising the Units have been and, upon the due exercise of the Warrants in accordance with the provisions thereof, the Warrant Shares will be, validly issued as fully paid and non-assessable shares in the capital of the Corporation;
- (viii) the Warrants partially comprising the Units have been validly issued and created;
- (ix) the issuance of the Unit Shares and Warrants comprising the Units to the Purchasers are exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed (other than specified forms accompanied by requisite filing fees), proceedings taken or approvals, permits, consents or authorizations of regulatory authorities obtained under the applicable Securities Laws to permit such issuances;
- (x) each of the issuance of the Warrant Shares upon due exercise of the Warrants is or will be exempt from the prospectus requirements of applicable Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations of regulatory authorities obtained under the applicable Securities Laws of the Canadian Offering Jurisdictions to permit such issuances;
- (xi) no prospectus is required nor are other documents required to be filed, proceedings taken, or approvals, permits, consents or authorizations of regulatory authorities obtained under the applicable Securities Laws to permit a holder of Unit Shares or Warrants comprising the Units, or Warrant Shares to trade those securities in the Canadian Offering Jurisdictions, provided that:
 - (A) the Corporation is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;
 - (B) at the time of such trade, at least four months have elapsed from the “distribution date” (as defined under NI 45-102) of the Unit Shares and Warrants comprising the Units, as the case may be;
 - (C) the certificates (if any) representing the Warrant Shares, are issued with a legend stating the prescribed restricted period in accordance with section 2.5(2)(3)(i) of NI 45-102 and, if the security is entered into a direct registration system or other electronic book-entry system, or if the purchaser did not directly receive a certificate representing the security, the purchaser received written notice containing the legend restriction notation set out in section 2.5(2)(3)(i) of NI 45-102;

- (D) such trade is not a “control distribution” (as defined in the NI 45-102);
 - (E) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of such trade;
 - (F) no extraordinary commission or consideration is paid to a person or company in respect of such trade; and
 - (G) if the selling securityholder is an “insider” or “officer” of the Corporation (as such terms are defined under the applicable Securities Laws), the selling securityholder has no reasonable grounds to believe that the Corporation is in default of “securities legislation” (as defined in National Instrument 14-101 – *Definitions and Interpretation*);
- (xii) the Corporation is a reporting issuer under applicable Securities Laws in each of the Provinces and Alberta and British Columbia and is not on the list of defaulting issuers maintained under such legislation;
 - (xiii) the TSXV has conditionally accepted the listing of the Unit Shares and the Warrant Shares; and
 - (xiv) Odyssey Trust Company having been duly appointed as the transfer agent and registrar for the Common Shares and as Warrant Agent;
- (g) the Underwriters shall have received at the Closing Time a favourable legal opinion addressed to the Underwriters, in form and substance satisfactory to the Co-Lead Underwriters (on behalf of the Underwriters), acting reasonably, dated as of the Closing Date, from Bello, Gallardo, Bonequi y Garcia, S.C., which counsel in turn may rely, as to matters of fact, on certificates of public officials with respect to title to, and the interest of the Corporation or the Subsidiaries in, the Los Reyes Project and Mining Rights related thereto;
 - (h) if any Units are sold to U.S. Purchasers, the Underwriters receiving at the Closing Time a favourable legal opinion addressed to the Underwriters, in form and substance satisfactory to the Co-Lead Underwriters (on behalf of the Underwriters), acting reasonably, dated as of the Closing Date, from Dorsey & Whitney LLP, special U.S. counsel to the Corporation, to the effect that registration of the Units will not be required under the U.S. Securities Act in connection with the offer and sale of such Units in the United States pursuant to this Agreement, including Schedule “B”, except that the opinion may state that it is understood that no opinion is expressed as to any subsequent resale of any of the Units;
 - (i) the Underwriters shall have received the lock-up agreements described in Section 3(f) hereof from each of the directors and officers of the Corporation;
 - (j) the Underwriters shall have received a certificate of status (or the equivalent) with respect to the jurisdiction in which the Corporation is incorporated, amalgamated or continued, as the case may be;
 - (k) the Underwriters shall be satisfied in their sole discretion with their due diligence review and investigations of the Corporation, the Subsidiaries, and their respective business and affairs or otherwise; and

- (l) the Underwriters shall have received such other documents as the Underwriters reasonably requested at and prior to the Closing Time, in each case in a form customary for transactions similar in nature to the Offering and in a form satisfactory to the Underwriters, acting reasonably.

8. **Termination Events.**

- (a) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act, or non-compliance with the terms of this Agreement by the Corporation, each of the Underwriters shall be entitled to terminate its obligations hereunder and the obligations of the Purchasers in relation to the Offering by written notice to that effect given to the Corporation at or prior to the Closing Time if:
 - (i) the due diligence investigations performed by such Underwriter or their representatives reveal any material information or fact which, in the sole opinion of such Underwriter, is materially adverse to the Corporation or its business, or materially adversely affects the price or value of the securities underlying the Units;
 - (ii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, instituted, announced or threatened or any order is issued by any Governmental Authority in respect of the Corporation or any of its directors or officers or any of its principal shareholders (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Underwriters); or there is any change of law, or the interpretation or administration thereof 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 TSXV or securities commission which involves a finding of wrong-doing; or any order, action or proceeding which cease trades (including communication with persons in order to obtain expressions of interest) in the securities of the Corporation is made by a Governmental Authority and that order is still in effect, which in the reasonable opinion of such Underwriter operates to prevent or restrict the trading in the securities of the Corporation or the distribution of the Units or which in the reasonable opinion of such Underwriter, acting in good faith, could be expected to have a Material Adverse Effect on the market price or value of the securities of the Corporation;
 - (iii) there is a material change or a change in a material fact or new material fact shall arise or there should be discovered any previously undisclosed material fact required to be disclosed or any amendment thereto, in each case, that has or would be expected to have, in the sole opinion such Underwriter, a significant adverse change or effect on the business or affairs of the Corporation or on the market price or the value of the securities of the Corporation;
 - (iv) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, epidemic, pandemic 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 such Underwriter, 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; or

- (v) the Corporation is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement is or becomes false in any respect.
- (b) The Corporation agrees that all material terms and conditions in this Agreement shall be construed as conditions and complied with so far as the same relate to acts to be performed or caused to be performed by the Corporation that it will use its best efforts (or all commercially reasonable efforts, as applicable) to cause such conditions to be complied with, and any breach or failure by the Corporation to comply with any of such conditions shall entitle any of the Underwriters, at its option in accordance with this Section 8 hereof, to terminate its obligations under this Agreement (and the obligations of the Purchasers arranged by it to purchase the Units) by notice to that effect given to the Corporation at or prior to the Closing Time. The Underwriters may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to their rights in respect of any other of such terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Underwriters only if the same is in writing and signed by them.

9. **Exercise of Termination Right.** The rights of termination contained in Section 8 may be exercised by each of the Underwriters acting alone and are in addition to any other rights or remedies the Underwriters (or any of them) may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination shall not discharge or otherwise affect any obligation or liability of the Corporation provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. In the event of any such termination by the Underwriters (or any of them), there shall be no further liability on the part of the Underwriters (or any of them so exercising such right) to the Corporation or on the part of the Corporation to the Underwriters (or any of them so exercising such right) except in respect of any liability which may have arisen or may arise after such termination in respect of acts or omissions prior to such termination under Sections 10, 11 and 12.

10. **Survival of Representations and Warranties.** All representations and warranties herein contained or contained in any documents delivered pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the purchase and sale of the Units for a period of two years from the Closing Date, regardless of any investigations which may be carried out by the Underwriters or on its behalf and shall not be limited or prejudiced by any investigation made by or on behalf of the Underwriters in connection with the purchase and sale of the Units or otherwise. In this regard, the Underwriters shall act as trustee for the Purchasers and accept these trusts and shall hold and enforce such rights on behalf of the Purchasers. Notwithstanding the foregoing, the provisions contained in this Agreement in any way related to indemnification or contribution obligations shall survive and continue, in full force and effect, indefinitely.

11. **Indemnity.**

- (a) The Corporation agrees to indemnify and hold harmless each of the Underwriters and Selling Firm members and their respective subsidiaries, affiliates and their respective directors, officers, employees, partners, agents, each other person, if any, controlling an Underwriter or Selling Firm member or any of their respective subsidiaries and affiliates and each shareholder of an Underwriter or Selling Firm member (collectively, the “**Indemnified Parties**” and individually, an “**Indemnified Party**”), from and against any and all losses (other than loss of profits), expenses, claims (including shareholder actions, derivative or otherwise), actions, damages and liabilities, including without limitation the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees and expenses of their counsel (but in no case shall the Corporation be responsible for the fees of more than one firm of legal

counsel for the Indemnified Parties in any applicable jurisdiction) that may be incurred in advising with respect to and/or defending any action, proceedings, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the “Claims”) to which any 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 in this letter agreement. The Corporation also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting Claims on behalf of or in right of the Corporation for or in connection with the transactions contemplated in this Agreement except to the extent any losses, expenses, claims, actions, damages or liabilities incurred by the Corporation are determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have resulted primarily from the gross negligence or wilful misconduct of such Indemnified Party. Neither the Corporation nor any Indemnified Party will, without prior written consent of the other party, not to be unreasonably withheld, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any action, suit, proceeding, investigation or claim in respect of which indemnification may be sought hereunder (whether or not any Indemnified Party is a party thereto) unless such settlement, compromise, consent or termination includes a release of each Indemnified Party (in the case of a settlement by the Corporation), or of the Corporation (in the case of a settlement by an Indemnified Party), from any liabilities arising out of such action, suit, proceeding, investigation or claim.

- (b) Promptly after receiving notice of an action, suit, proceeding or claim against an Indemnified Party or receipt of notice of the commencement of any investigation which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation, an Underwriter or any other Indemnified Party will notify the Corporation in writing of the particulars thereof, provided that the omission so to notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to an Indemnified Party except and only to the extent that any such delay in or failure to give notice as herein required prejudices the defence of such actions, suit, proceeding, claim or investigation or results in any increase in the liability which any of the Corporation has under this indemnity.
- (c) The foregoing indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such losses, expenses, claims, actions, damages or liabilities to which the Indemnified Party may be subject were caused solely by the gross negligence or wilful misconduct of the Indemnified Party.
- (d) If for any reason the foregoing indemnity is unavailable (other than in accordance with the terms hereof) to an Indemnified Party or is insufficient to hold an Indemnified Party harmless in respect of a Claim, the Corporation shall contribute to the amount paid or payable by the Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Indemnified Party on the other hand but also the relative fault of the Corporation and any other Indemnified Party as well as any relevant equitable considerations, provided that the Corporation shall in any event contribute to the amount paid or payable by an Indemnified Party as a result of such Claim any excess of such amount over the amount of the fees received by such Indemnified Party or its related Underwriter in connection with the transactions contemplated in this letter agreement.
- (e) The Corporation also agrees to reimburse the Underwriters for the time spent by their personnel in connection with any Claim at their normal per diem rates. An Indemnified Party may retain counsel to separately represent it in the defence of a Claim, the reasonable fees in respect of which shall be at the Corporation’s expense if: (i) the Corporation does not promptly assume the defence of the

Claim; (ii) the Corporation agrees to separate representation; or (iii) the Indemnified Party is advised by counsel that there is an actual or potential conflict in the Corporation's and the Indemnified Party's respective interests, or additional defences are available to the Indemnified Party, which makes representation by the same counsel inappropriate.

- (f) The obligations of the Corporation hereunder are in addition to any liabilities which the Corporation may otherwise have to the Underwriters or any other Indemnified Party. The foregoing provisions shall survive any termination of this Agreement or the completion of professional services rendered under this Agreement.

12. **Expenses.** The Corporation shall 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 Units; (ii) the fees and expense of the Corporation's legal counsel; and (iii) all costs incurred in connection with the preparation of documentation relating to the Offering. In addition, the Corporation will reimburse the Underwriters for their reasonable and documented out-of-pocket expenses in connection with the Offering, including, but not limited to, reasonable fees and disbursements of the Underwriters' legal counsel as set forth in the Engagement Letter. All fees and expenses incurred by the Underwriters or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Underwriters and shall be payable whether or not the Offering or this Agreement 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.

13. **Advertisements.** The Corporation acknowledges that the Underwriters shall have the right after Closing, at their own expense, to place such advertisement or advertisements relating to the purchase and sale of the Units contemplated herein as the Underwriters may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Underwriters each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the Provinces of Canada or any other jurisdiction in which the Units shall be offered and sold being unavailable in respect of the sale of the Units to prospective purchasers.

14. **Notices.** 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:

- (a) if to the Corporation, to:

Prime Mining Corp.
1030 West Georgia Street, Suite 710
Vancouver, BC V6E 2Y3
Canada

Attention: Daniel J. Kunz, Chief Executive Officer and Director
Email: [REDACTED]

with a copy to (which shall not constitute notice hereunder):

Cassels Brock & Blackwell LLP
885 West Georgia Street, Suite 2200
Vancouver, BC V6C 3E8
Canada

Attention: Sam Cole
Email: scole@cassels.com

(b) if to the Underwriters, to:

Desjardins Securities Inc.
25 York St - Suite 1000
Toronto, ON, M5J 2V5 Canada

Attention: Maciej Pach, Managing Director
Email: [REDACTED]

TD Securities Inc.
66 Wellington Street West, TD Tower, 9th Floor
Toronto, ON, M5K 1A2 Canada

Attention: Dorian Cochran, Managing Director
Email: [REDACTED]

BMO Nesbitt Burns Inc.
100 King Street West
Toronto, ON, M5X 2A1 Canada

Attention: Ilan Bahar, Managing Director & Co-head, Global Metals & Mining
Email: [REDACTED]

PI Financial Corp.
666 Burrard Street, 20th Floor
Vancouver, BC V6C B2X8

Attention: Tim Graham, Managing Director & Head of Investment Banking
Email: [REDACTED]

Stifel Nicolaus Canada Inc.
161 Bay Street, Suite 3800
Toronto, ON, M5J 2S1 Canada

Attention: Pierre Laliberté, Managing Director
Email: [REDACTED]

with a copy to (which shall not constitute notice hereunder):

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay Street, Suite 800
Toronto, ON M5H 2V1
Canada

Attention: Jeff Hergott
Email: jhergott@wildlaw.ca

or to such other address as any of the parties may designate by notice given to the others.

Any notice or other communication required or permitted under this Agreement shall be deemed to have been duly given and made if: (a) in writing and served by personal delivery upon the party for whom it is intended; (b) if delivered by email upon the earlier of: (i) with receipt confirmed; or (ii) one Business Day following sending by email; or (c) if delivered by certified mail, registered mail or courier service, upon the earlier of: (i) return-receipt received to the party at the address set forth below, to the persons indicated; or (ii) one Business Day following sending such certified mail, registered mail or courier service.

15. **Confidentiality.** Except as contemplated by the terms hereof or as required by applicable law, rule or regulation, each of the Underwriters will hold in confidence all information of the Corporation received by it from the Corporation, except that no obligation of confidentiality shall apply to information of the Corporation that: (a) is in the public domain as of the date hereof or hereafter enters the public domain without a breach hereof by the Underwriters; (b) was known or became known by the Underwriters prior to disclosure thereof hereunder; (c) becomes known to the Underwriters from a source other than hereunder and other than by a known breach of an obligation of confidentiality owed to the Corporation; (d) is disclosed by the Corporation to a third party without restrictions on its disclosure; or (e) is independently developed by the Underwriters. Notwithstanding the foregoing or anything herein to the contrary, the Underwriters may, if requested by any Governmental Authority having jurisdiction over such entity, disclose any information of the Corporation without notice to or consent from the Corporation without causing a breach of this Agreement.

16. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.

17. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.

18. **Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

19. **Construction.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders. Wherever the word “include,” “includes” or “including” is used in this Agreement, it shall be deemed to be followed by the words “without limitation”. References herein to any law shall be deemed to refer to such law as amended, re-enacted, supplemented or superseded in whole or in part and in effect from time to time and also to all rules and regulations promulgated thereunder.

20. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including the Engagement Letter, except for sections 7, 10, 17 and 19 thereof. This Agreement may be amended or modified in any respect by written instrument signed by each of the Corporation and the Underwriters only.

21. **Severability.** The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

22. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

23. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Underwriters and the Purchasers (as contemplated under the Subscription Agreements) their respective executors, heirs, successors and permitted assigns; provided that this Agreement shall not be assignable by any party without the prior written consent of the Underwriters (in the case of the Corporation or any Purchaser) or the Corporation (in the case of the Underwriters or any Purchaser), as applicable.

24. **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.

25. **Obligations of the Underwriters.** In performing their respective obligations under this Agreement, the Underwriters shall be acting severally and neither jointly nor jointly and severally. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture among any of the Underwriters. The percentage of the Units to be severally purchased and paid for by each of the Underwriters shall be as follows:

Desjardins Securities Inc.	-	32.5%
TD Securities Inc.	-	32.5%
BMO Nesbitt Burns Inc.	-	15%
PI Financial Corp.	-	15%
Stifel Nicolaus Canada Inc.	-	5%

26. **Underwriters' Authority.** The Corporation shall be entitled to and shall act on any notice, request, direction, consent, waiver, extension and other communication given or agreement entered into by or on behalf of the Underwriters by the Co-Lead Underwriters who shall represent the Underwriters and have authority to bind all the Underwriters hereunder. In all cases, the Co-Lead Underwriters shall use their best efforts to consult with the other Underwriters prior to taking any action contemplated herein.

27. **Absence of Fiduciary Relationship.** The Corporation acknowledges and agrees that: (a) the Underwriters have not assumed and will not assume a fiduciary responsibility in favour of the Corporation with respect to the Offering contemplated hereby or the process leading thereto and the Underwriters do not have any obligation to the Corporation with respect to the Offering contemplated hereby except the obligations expressly set forth in this Agreement; (b) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation; and (c) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the Offering contemplated hereby and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

28. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

29. **Counterparts and Electronic Copies.** This Agreement may be executed by the parties in counterparts and the counterparts may be executed and delivered by electronic means, with all counterparts together constituting one agreement.

30. **Language.** The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressément demandées que la présente convention ainsi que tout avis, tout état de compte et tout autre document a être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*

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If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Underwriters.

Yours very truly,

DESJARDINS SECURITIES INC.

Per: Signed "Maciej Pach"
Authorized Signing Officer

TD SECURITIES INC.

Per: Signed "Dorian Cochran"
Authorized Signing Officer

BMO NESBITT BURNS INC.

Per: Signed "Haroon Chaudhry"
Authorized Signing Officer

PI FINANCIAL CORP.

Per: Signed "Tim Graham"
Authorized Signing Officer

STIFEL NICOLAUS CANADA INC.

Per: Signed "Pierre Laliberté"
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the 22nd day of December, 2022.

PRIME MINING CORP.

Per: Signed "Daniel J. Kunz"
Authorized Signing Officer

**SCHEDULE “A”
FORM OF LOCK-UP AGREEMENT**

December 22, 2022

Desjardins Securities Inc.

25 York St - Suite 1000
Toronto, ON, M5J 2V5

TD Securities Inc.

66 Wellington Street West, TD Tower, 9th Floor
Toronto, ON, M5K 1A2 Canada

TO: DESJARDINS SECURITIES INC. (“Desjardins”)
AND TO: TD SECURITIES INC. (“TD” and together with Desjardins, the “Co-Lead Underwriters”)

Dear Sirs:

The undersigned understands that Prime Mining Corp. (the “**Corporation**”) proposes to issue and sell units of the Corporation (the “**Units**”) by way of private placement (the “**Offering**”). We refer to the terms and conditions contained in the underwriting agreement dated December 22, 2022 (the “**Underwriting Agreement**”) among the Corporation, Co-Lead Underwriters, BMO Nesbitt Burns Inc., PI Financial Corp. and Stifel Nicolaus Canada Inc. (collectively with the Co-Lead Underwriters, the “**Underwriters**”), pursuant to which the Underwriters agreed to act as underwriters to the Corporation to effect the Offering on a “bought deal” private placement basis. This undertaking is given pursuant to Subsection 3(f) of the Underwriting Agreement. Capitalized terms used herein unless otherwise defined have the meanings specified in the Underwriting Agreement.

In recognition of the benefit that the Offering will confer upon the undersigned and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby undertakes in favour of the Underwriters that he, she or it shall not, directly or indirectly, for a period commencing upon and terminating 120 days following the Closing Date (the “**Lock-Up Period**”):

- (a) offer, sell, contract to sell, lend, swap or enter into any other agreement to transfer the economic consequences of, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities of a stock exchange, by private placement or otherwise, or publicly announce any intention to do any of the foregoing, any Units, Common Shares, Warrants or Warrant Shares of the Corporation or securities convertible into or exercisable or exchangeable for Common Shares of the Corporation held by them, directly or indirectly (collectively, the “**Securities**”), without first obtaining the written consent of the Underwriters (any such action is referred to herein as a “**Transfer**”); or
- (b) act jointly or in concert with any third party with respect to any Transfer,

whether any such transaction above is to be settled by delivery of shares of the Corporation, other securities, cash or otherwise. The undersigned acknowledges that the restrictions imposed herein are in addition to any hold periods or other trade restrictions that may be imposed by Securities Laws.

Notwithstanding the restrictions on Transfers described above, the undersigned may undertake any of the following:

- (a) any Transfer of Securities pursuant to a bona fide third-party take-over bid, merger, plan of arrangement or other similar transaction made to all holders of such Securities of the Corporation involving a change of control of the Corporation, provided that in the event that the take-over bid, merger, plan of arrangement or other such transaction is not completed, the Securities owned by the undersigned shall remain subject to the restrictions contained in this undertaking;
- (b) if the undersigned is an individual, upon the death, incapacitation, termination of employment or loss of office of such individual, the undersigned or the executor of the undersigned's estate may Transfer any or all of the undersigned's Securities to a recipient that agrees in writing to be bound by the terms of this agreement for the duration of the Lock-Up Period;
- (c) any Transfer of Securities to (a) a spouse, parent, child or grandchild of the undersigned (a "**Relation**"); (b) corporations, partnerships, limited liability companies or other entities to the extent that such entities are wholly-owned by the undersigned; (c) trusts existing solely for the benefit of the undersigned or a Relation, or (d) a charitable organization pursuant to a bona fide gift, solely to the extent that in clause (a), (b), (c) and (d) the recipient of the undersigned's Securities agrees in writing to be bound by the terms of this agreement for the duration of the Lock-Up Period;
- (d) the exercise of warrants or options, existing on the date of the Underwriting Agreement, the whole in accordance with the terms thereof; provided that any Common Shares obtained by such exercise shall remain subject to the terms of this agreement; or
- (e) the sale of Securities solely to fund the exercise price and other expenses incurred with respect to the transaction described in clause (d) above.

Upon completion of the Lock-Up Period and at any time thereafter, the undersigned is not restricted from making any Transfer in respect of the undersigned's Securities.

The undersigned hereby represents and warrants that the undersigned has full power and authority to enter into this agreement.

This agreement is irrevocable and will be binding on the undersigned and the respective successors, heirs, personal representatives, and assigns of the undersigned, provided however that the undersigned shall not assign this agreement without the prior written consent of the Underwriters.

This agreement and the rights and obligations of the undersigned shall be governed and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

The undersigned has expressly requested that this document and any notices or other documents to be given under this document, and other documents related thereto be drawn up in the English language. *La partie aux présentes a expressément exigé que le présent document, ainsi que tout avis ou autre document à être donnée en vertu de ce document ou tout document y afférent, soient rédigés en langue anglaise.*

Executed this ____ day of December, 2022.

Per: _____

Name: _____

SCHEDULE “B”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule “B”, the following terms shall have the following meanings:

“**Directed Selling Efforts**” means “directed selling efforts” as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Securities;

“**Foreign Issuer**” means a “foreign issuer” as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) a corporation or other organization incorporated under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

“**General Solicitation or General Advertising**” means “general solicitation or general advertising”, as used in Rule 502(c) of Regulation D under the U.S. Securities Act, including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

“**Offered Securities**” means, collectively, the Units, the Unit Shares, the Warrants and the Warrant Shares;

“**Offshore Transaction**” means “offshore transaction” as that term is defined in Regulation S;

“**Qualified Institutional Buyer**” means a “qualified institutional buyer” as defined in Rule 144A that is also an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

“**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;

“**Rule 144A**” means Rule 144A adopted by the SEC under the U.S. Securities Act;

“**SEC**” means the United States Securities and Exchange Commission;

“**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Regulation S; and

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and regulations promulgated thereunder.

All other capitalized terms used but not otherwise defined in this Schedule “B” shall have the meanings assigned to them in the agency agreement to which this Schedule “B” is attached.

A. Representations, Warranties and Covenants of the Corporation

The Corporation represents and warrants to and covenants with each of the Underwriters that facilitates sales to a U.S. Purchaser:

1. It is, and on the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest with respect to any of its securities.
2. Except with respect to offers and sales in accordance with this Schedule “B” to (i) U.S. Purchasers that are Qualified Institutional Buyers in reliance upon the exemption from registration requirement available pursuant to Rule 144A, and (ii) persons outside the United States that are non-U.S. Persons in an Offshore Transaction in reliance upon the exclusion from the registration requirements available pursuant to Rule 903 of Regulation S, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Units to a person in the United States or to, or for the account or benefit of, a U.S. Person; or (B) any sale of Units unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.
3. None of the Corporation or any persons acting on its behalf (other than the Underwriters, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty or covenant is made) has made or will make any Directed Selling Efforts or has engaged or will engage in any form of General Solicitation or General Advertising or has acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in the United States with respect to the Offered Securities.
4. The Corporation is not, and as a result of the sales of the Units or the issuance of the Unit Shares, Warrants and Warrant Shares contemplated hereby will not be, an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered, or closed-end investment company required to be registered, under the United States Investment Corporation Act of 1940, as amended.
5. The Corporation has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning six months prior to the start of the Offering of the Units and ending six months after the completion of the Offering of the Units, any of its securities in the United States in a manner that would be integrated with and would cause the exemptions from registration provided for sales to the US Purchasers or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable with respect to offers and sales of the Units pursuant to this Schedule “B”.
6. The Corporation will not take any action that would cause the exclusions or exemptions from the registration requirements under the U.S. Securities Act afforded by Rule 903 of Regulation S or

Rule 144A to be unavailable with respect to offers and sales of the Units to U.S. Purchasers pursuant to the Underwriting Agreement including this Schedule “B”

7. None of the Corporation, its affiliates or any person on behalf of any of them (other than the Underwriters, their respective affiliates or any person acting on their behalf, in respect of which no representation is made) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.
8. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state securities laws in connection with the Offering.
9. None of the Corporation or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Exchange Act.
10. So long as any of the Offered Securities are outstanding and are “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and if the Corporation is not exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Corporation shall furnish to any holder of the Offered Securities and any prospective purchaser of the Offered Securities designated by such holder, upon request of such holder, the information required to be delivered pursuant to Rule 144(A)(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Offered Securities to effect resales under Rule 144(A)).
11. The Offered Securities are not, and as of the Closing Time will not be, and no securities of the same class as the Offered Securities are or will be (a) listed on a national securities exchange registered under Section 6 of the U.S. Exchange Act, (b) quoted in a “U.S. automated inter-dealer quotation system,” as such term is used in Rule 144A, or (c) convertible or exchangeable into or exercisable for securities so listed or quoted at an effective conversion premium (calculated as specified in paragraph (a)(6) or (a)(7) of Rule 144(A)) of less than 10%.

B. Representations, Warranties and Covenants of Underwriters

Each Underwriter and U.S. Affiliate that facilitates sales to a U.S. Purchaser represents and warrants to and covenants and agrees with the Corporation, jointly (and not solidarily, nor jointly and severally), that:

1. It acknowledges 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 may not be offered or sold except pursuant to an exclusion or exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. It has offered and sold and will offer and sell the Units only (i) outside the United States to non-U.S. Persons in an Offshore Transaction in accordance with Rule 903 of Regulation S, or (ii) to U.S. Purchasers that are Qualified Institutional Buyers as provided in this Schedule “B”. Accordingly, no Underwriter, nor the U.S. Affiliate, nor any persons acting on its or their behalf: (a) have engaged or will engage in any Directed Selling Efforts; or (b) except as permitted by this Schedule “B”, have made or will make (A) any offers to sell Units to U.S. Purchasers or (B) any sale of Units unless at the time the Purchaser made its buy order therefor, such Underwriter, the U.S. Affiliate or other person acting on any of their behalf reasonably believed that such Purchaser was outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.
2. It has not entered and will not enter into any contractual arrangement with respect to the distribution

of the Offered Securities in the United States or to, or for the account or benefit of, any U.S. Person, except with its U.S. Affiliate or with the prior written consent of the Corporation.

3. It shall require its U.S. Affiliate to agree, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that its U.S. Affiliate complies with, the provisions of this Schedule “B” as if such provisions applied to such U.S. Affiliate.
4. All offers and sales of the Units to U.S. Purchasers will be effected by the Underwriters acting through its U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is, and will be on the date of each offer or sale of Units in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state’s broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.
5. Any offer, sale or solicitation of an offer to buy Units that has been made or will be made to U.S. Purchasers, was or will be made only to Qualified Institutional Buyers in transactions that are exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 144A.
6. Any offer, sale or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States or to, or for the account or benefit of, a U.S. Person was or will be made only to U.S. Purchasers it reasonably believes to be a Qualified Institutional Buyer who is acquiring the Offered Securities (i) for its own account or (ii) for the account of a Qualified Institutional Buyer with respect to which it exercises sole investment discretion in a transaction that is exempt from registration under the U.S. Securities Act and in compliance with, or pursuant to an exemption from, the registration or qualification requirements of all applicable state securities laws.
7. Offers and sales of Units to U.S. Purchasers have not been and shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
8. At least one Business Day prior to the Closing Date, it shall provide the Corporation’s transfer agent with a list of all U.S. Purchasers of the Units, together with their addresses (including state of residence), the number of Units purchased and the registration and delivery instructions for the Units.
9. Prior to any sale of Units to U.S. Purchasers, it shall cause each U.S. Purchaser to execute and deliver to the Corporation and the Underwriters the Subscription Agreement in the form approved by the Corporation, including the Qualified Institutional Buyer Letter and all applicable schedules attached thereto.
10. All U.S. Purchasers of the Units shall be informed that the Offered Securities have not been and will not be registered under the U.S. Securities Act and applicable state securities laws, that the Offered Securities are being offered and sold to such Purchasers in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A, and that the Offered Securities sold to such Purchasers will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act.
11. Each Underwriter understands that all Units sold and Unit Shares and Warrants (and if applicable, the Warrant Shares) issued to U.S. Purchasers in the Offering that are not Qualified Institutional Buyers will be issued in definitive physical form and will bear a restrictive legend.

EXECUTION VERSION

12. Neither it nor any person acting on its behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.
13. Each offeree of Units in the United States or who are, or are acting for the account or benefit of, a U.S. Person will be provided with a copy of the Subscription Agreement and no other written material will be used in connection with the offer or sale of the Units in the United States or to, or for the account or benefit of, U.S. Persons.
14. At Closing, each Underwriter and its U.S. Affiliate that offered or sold Offered Securities to U.S. Purchasers will provide a certificate, substantially in the form of Exhibit 1 to this Schedule "B", relating to the manner of the offer and sale of the Units to U.S. Purchasers, or will be deemed to have represented that they did not offer or sell Units to U.S. Purchasers.

EXHIBIT 1
UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of units (the “**Offered Securities**”) of Prime Mining Corp. (the “**Corporation**”) pursuant to the Underwriting Agreement dated December 22, 2022 among the Corporation and the Underwriters named therein (the “**Underwriting Agreement**”), each of the undersigned does hereby certify to the Corporation as follows:

- (a) the U.S. Affiliate is, and at all relevant times was, a duly registered broker or dealer with the United States Securities and Exchange Commission and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof and the date on which each offer was made by it in the United States or to, or for the account or benefit of a U.S. Person, and all offers and sales of the Offered Securities in the United States or to, or for the account or benefit of a U.S. Person have been effected by it in compliance with all U.S. federal and state broker-dealer requirements;
- (b) immediately prior to making any offers to any U.S. offeree, we had reasonable grounds to believe and did believe that the offeree was (i) a U.S. Person outside the United States purchasing in an Offshore Transaction that is exempt from registration pursuant to Rule 903 of Regulation S or (ii) a Qualified Institutional Buyer purchasing in reliance upon an exemption from registration available pursuant to Rule 144A and, on the date hereof, we continue to believe that each U.S. Purchaser purchasing Offered Securities in the United States or for the account or benefit of a U.S. Person from us is a Qualified Institutional Buyer;
- (c) no form of General Solicitation or General Advertising was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Offered Securities in the United States;
- (d) prior to any sale of the Offered Securities in the United States, or to, or for the account or benefit of, a person in the United States or a U.S. Person, we caused each such Purchaser to properly complete and execute a Subscription Agreement (including all certifications, forms, schedules and other documentation contemplated thereby or as may be required by applicable securities regulatory authorities);
- (e) all U.S. Purchasers have been informed that the Units, the Unit Shares, the Warrants and the Warrant Shares have not been and will not be registered under the U.S. Securities Act, are being offered and sold to such purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws, and that the such securities sold to them will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act;
- (f) we have not taken nor or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act; and
- (g) the offering of the Offered Securities in the United States has been conducted by us in accordance with the terms of the Underwriting Agreement including Schedule “B” thereto.

Terms used in this certificate have the meanings given to them in the Underwriting Agreement unless otherwise defined herein.

[SIGNATURE PAGE FOLLOWS]

Dated this ____ day of December, 2022.

[UNDERWRITER]

[US AFFILIATE]

By: _____
Name:
Title:

By: _____
Name:
Title: