

AGENCY AGREEMENT

October 27, 2021

QC Copper and Gold Inc.  
55 University Avenue, Suite 1805  
Toronto, Ontario M5J 2H7

**Attention: Stephen Stewart, Chief Executive Officer and Director**

Cormark Securities Inc. (the “**Lead Agent**”) and Echelon Wealth Partners Inc. (together with the Lead Agent, the “**Agents**” and each individually, an “**Agent**”) understand that QC Copper and Gold Inc. (the “**Company**”) proposes to issue and sell an aggregate of up to 10,100,000 common shares in the capital of the Company that qualify as “flow-through shares” within the meaning of subsection 66(15) of the Tax Act (as defined herein) and section 359.1 of the Quebec Tax Act (as defined herein) (the “**Offered Shares**”) at a price of \$0.60 per Offered Share (the “**Offering Price**”), for aggregate gross proceeds of up to \$6,060,000 (the “**Offering**”).

The Agents have been granted an option (the “**Option**”), which Option may be exercised, in whole or in part, at the Agents’ sole discretion and without obligation, to sell up to an additional 1,515,000 Offered Shares at the Offering Price. The Option shall be exercisable by the Agents at any time until 48 hours prior to the Closing Time (as defined herein), after which time the Option shall be void and of no further force and effect. If exercised, any Offered Shares purchased from the Company and issued upon exercise of the Option shall be deemed to form part of the Offering for the purposes hereof. Unless the context otherwise requires, all references to the “Offering” or “Offered Shares” shall include any Offered Shares purchased from the Company and issued in connection with the exercise of the Option.

In consideration of the services to be rendered by the Agents in connection with the Offering, the Company shall, at the Closing Time (as defined herein), pay to the Agents the Agents’ Fee (as defined herein) in such amounts and with such terms as set out in Section 12 hereof. The obligation of the Company to pay the Agents’ Fee shall arise at the Closing Time and the Agents’ Fee shall be fully earned by the Agents upon the completion of the Offering.

The Offered Shares will be offered to Purchasers (as defined below) resident in the Selling Jurisdictions (as defined below) within Canada by way of a private placement to “accredited investors” as such term is defined in NI 45-106 (as defined below), and such other jurisdictions as mutually agreed to by the Company and the Agents, provided it is understood that no prospectus filing, registration statement or comparable obligation arises in such other jurisdictions in accordance with this Agreement.

The Company agrees that the Agents will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Company, acting reasonably, as their agents to assist with the Offering in the Selling Jurisdictions and that the Agents may determine the remuneration payable by the Agents to such other dealers appointed by them provided that such remuneration shall not in any way increase the aggregate Agents’ Fee payable by the Company under this Agreement.

This offer is conditional upon and subject to the additional terms and conditions set forth below.

## 1. Interpretation

1.1 Unless expressly provided otherwise herein, where used in this Agreement or any schedule attached hereto, the following terms have the following meanings, respectively:

“**affiliate**” has the meaning ascribed to such concept in Section 1(2) of the *Securities Act* (British Columbia);

“**Affiliates**” means affiliates of the Agents;

“**Agents**” has the meaning ascribed thereto on the face page of this Agreement;

“**Agents’ Fee**” has the meaning ascribed thereto in Section 12.1;

“**Agreement**” means the agreement resulting from the acceptance by the Company of the offer made by the Agents hereby and includes all schedules and exhibits attached hereto, in each case, as the same may be supplemented, amended and/or restated from time to time;

“**Applicable Securities Laws**” means, as applicable, collectively, the securities laws, regulations, rulings, rules, orders and prescribed forms in the Selling Jurisdictions, and published policy statements issued by the Securities Regulators in the Selling Jurisdictions;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), as may be amended from time to time;

“**Business Day**” means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Vancouver, British Columbia are not open for business;

“**Canadian Exploration Expense**” or “**CEE**” means an expense described in paragraph (f) of the definition of “Canadian exploration expense” in subsection 66.1(6) of the Tax Act or which would be included in paragraph (h) of such definition if the reference therein to “paragraphs (a) to (d) and (f) to (g.4)” were read as “paragraph (f)”, other than amounts which are (i) prescribed to be “Canadian exploration and development overhead expense” for the purposes of paragraph 66(12.6)(b) of the Tax Act, (ii) Canadian exploration expenses to the extent of the amount of any assistance described in paragraph 66(12.6)(a) of the Tax Act, (iii) the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6)(b.1) of the Tax Act, or (iv) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of the term “expense” in paragraph 66(15) of the Tax Act. With respect to a Subscriber that is a Quebec Resident, it also means the expenses described in subsection 395(c) of the Quebec Tax Act, excluding Canadian exploration expenses to the extent of the amount of any assistance described in subsection 359.2(a) of the Quebec Tax Act, amounts which are prescribed to constitute “Canadian exploration and development overhead expenses” for purposes of subsection 359.2(b) of the Quebec Tax Act, any expenditures described in subsection 359.2(b.1) of the Quebec Tax Act, and any expenses for prepaid services or rent that do not qualify in the definition of “outlay” or “expense” in subsection 359(a) of the Quebec Tax Act;

“**Canadian Securities Laws**” means collectively, all Canadian Applicable Securities Laws;

“**Canadian Securities Regulators**” means the applicable Securities Regulator in each of the provinces and territories of Canada;

“**CEE Incurred in Quebec Eligible for an Additional Deduction**” means, in respect of Quebec Residents, an expense described in Section 726.4.10 of the Quebec Tax Act;

“**Closing**” means the closing on the Closing Date of the transaction of purchase and sale in respect of the Offered Shares as contemplated by this Agreement and the Subscription Agreements;

“**Closing Date**” means October 27, 2021, or such other date as the Agents and the Company may agree upon;

“**Closing Time**” means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Company and the Agents may determine;

“**Commitment Amount**” means the aggregate purchase price paid by the Purchasers for the Offered Shares purchased pursuant to the Offering;

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

“**Company**” means “QC Copper and Gold Inc.”, a corporation existing under the laws of the BCBCA, and for purposes of this Agreement, includes former subsidiaries and predecessor entities thereto;

“**Company Due Diligence Documents**” means all written materials relating to the Company (including all financial, marketing, sales and operational information) provided by the Company or its counsel to the Agents and their counsel in connection with the Offering and includes, for certainty, all documentation relating to the Mining Rights;

“**COVID-19 Outbreak**” has the meaning ascribed thereto in Section 5.1.9(e);

“**CRA**” means Canada Revenue Agency;

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

“**Debt Instrument**” means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money, to which an entity or the Company is a party or by which any of their property or assets are bound;

“**Eligible Expenses**” has the meaning ascribed thereto in Section 10.1;

“**Engagement Letter**” means the engagement letter entered into between the Lead Agent and the Company dated October 5, 2021, and as may be further amended from time to time;

“**Environmental Laws**” has the meaning ascribed thereto in Section 5.1.7(a);

“**Environmental Permit**” means any Permit issued or required under any Environmental Law;

“**Financial Statements**” has the meaning ascribed thereto in Section 5.1.3(a);

“**Flow-Through Mining Expenditure**” means an expense which, once renounced to the Subscriber, is a “flow-through mining expenditure” as defined in subsection 127(9) of the Tax Act;

“**Follow-On Transactions**” has the meaning ascribed thereto in Section 2.7(a);

“**Government Official**” means: (i) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity; (ii) any salaried political party official, elected member of political office or candidate for political office; or (iii) any company, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;

“**Governmental Entity**” means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign, (b) subdivision, agent, commission, board or authority of any of the foregoing or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

“**Hazardous Substances**” has the meaning ascribed thereto in Section 5.1.7(a);

“**IFRS**” means International Financial Reporting Standards issued by the International Accounting Standards Board, namely, the standards, interpretations and the framework for the preparation and presentation of financial statements (in the absence of a standard or interpretation), as adopted in Canada by the Accounting Standards Board of the Chartered Professional Accountants of Canada, that are applicable to the circumstances as of the date of determination, consistently applied;

“**including**” means including without limitation;

“**Indemnitor**” has the meaning ascribed thereto in Section 9.1;

“**Lead Agent**” has the meaning ascribed thereto on the face page of this Agreement;

“**material adverse effect**” means any change, effect, event or occurrence, that is, or would be reasonably expected to be, materially adverse with respect to the business, properties, assets, liabilities (contingent or otherwise), prospects, capital, or results of operations;

“**Material Agreement**” means any material contract, commitment, agreement (written or oral), joint venture instrument, option agreement, lease or other document, including a licence agreement to which an entity or the Company is a party or by which any of their property or assets are bound;

“**Mining Rights**” means the mineral interests relating to the Properties;

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

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

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

“**November 2020 FT Offering**” means the issuance and sale of 8,890,001 units in the capital of the Company that qualify as “flow-through shares” as defined in subsection 66(15) of the Tax Act, pursuant to the terms and conditions of subscription and renunciation agreements dated November 30, 2020;

“**Offered Shares**” has the meaning ascribed thereto on the face page of this Agreement;

“**Offering**” has the meaning ascribed thereto on the face page of this Agreement;

“**Offering Price**” has the meaning ascribed thereto on the face page of this Agreement;

“**Option**” has the meaning ascribed thereto on the face page of this Agreement;

“**Permit**” means any material licence, permit, approval, consent, certificates, registration or other authorization of or issued by any Governmental Entity;

“**person**” includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

“**Personnel**” has the meaning ascribed thereto in Section 9.1;

“**Prescribed Forms**” means the forms prescribed from time to time under subsection 66(12.7) of the Tax Act, and for a Subscriber that is a Quebec Resident the forms prescribed under subsection 359.12 of the Quebec Tax Act, filed or to be filed by the Company within the prescribed time renouncing to the Purchasers the Resource Expenses incurred pursuant to the Subscription Agreements and all parts or copies of such forms required by the CRA to be delivered to the Purchasers;

“**President’s List**” has the meaning ascribed thereto in Section 12.1;

“**Principal Business Corporation**” means a “principal-business corporation” as defined in subsection 66(15) of the Tax Act;

“**Properties**” means the following mineral properties held by the Company or in which the Company holds an indirect interest: the Opemiska Mine Complex, the Cooke-Robitaille Property, the Scott Property, and the Roger Deposit;

“**Public Record**” means all information contained in any press release, material change report (excluding any confidential material change report), financial statements or other document of the Company which has been publicly filed by or on behalf of the Company prior to the Closing Time with the relevant Securities Regulators pursuant to the requirements of Applicable Securities Laws, including all documents filed on SEDAR at [www.sedar.com](http://www.sedar.com);

“**Purchasers**” means the persons who, as purchasers or beneficial purchasers, acquire the Offered Shares by duly completing, executing and delivering the Subscription Agreements and any other required documentation;

“**QRA**” means Revenu Quebec;

“**Quebec Resident**” means an individual that is resident or subject to tax in the Province of Quebec;

“**Quebec Resources Credit**” means the credit relating to mining, petroleum, gas or other resources provided for in Title III, Chapter III.1, Division II.6.15 of Book IX of Part I of the Quebec Tax Act;

“**Quebec Tax Act**” means the *Taxation Act* (Quebec) and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Quebec) on or prior to the date of this Agreement;

“**Reporting Provinces**” means British Columbia, Alberta, and Ontario;

“**Resource Expense**” means an expense which is a CEE incurred on or after the Closing Date and on or before the Termination Date, which may be renounced by the Company pursuant to subsection 66(12.6) of the Tax Act, in conjunction with subsection 66(12.66) of the Tax Act, as necessary, with an effective date not later than December 31, 2021 (provided the Subscriber, and, where the Subscriber is a partnership, every member thereof, deals at “arm’s length” with the Company at all relevant times for purposes of and as defined in the Tax Act) and in respect of which, but for the renunciation, the Company would be entitled to a deduction from income for income tax purposes, and on the date it is renounced is: (i) a Flow-Through Mining Expenditure; and (ii) for a Purchaser that is a Quebec Resident or, where the Purchaser is a

partnership, for the members of the partnership that are Quebec Residents, to the extent of their respective shares of the Resource Expense so renounced, (1) CEE Incurred in Quebec Eligible for an Additional Deduction, and (2) Surface Mining CEE Incurred in Quebec Eligible for an Additional Deduction;

“**Securities Regulator**” means, in respect of any jurisdiction, the securities regulator or other securities regulatory authority of that jurisdiction;

“**Selling Jurisdictions**” means the Provinces of Canada and such other jurisdictions as mutually agreed to by the Company and the Agents, provided it is understood that no prospectus filing, registration statement or comparable obligation arises in such other jurisdictions in accordance with this Agreement;

“**Subscription Agreements**” means, the subscription and renunciation agreements in respect of the Offered Shares, in the form agreed upon by the Agents and the Company pursuant to which Purchasers agree to subscribe for and purchase Offered Shares pursuant to the Offering as herein contemplated and shall include, for greater certainty, all schedules thereto;

“**subsidiary**” has the meaning ascribed thereto in the BCBCA;

“**Surface Mining CEE Incurred in Quebec Eligible for an Additional Deduction**” means, in respect of Quebec Residents, an expense described in section 726.4.17.2 of the Quebec Tax Act;

“**Tax Act**” means the *Income Tax Act* (Canada) and any proposed amendments to such statute and the regulations thereto announced publicly by or on behalf of the Minister of Finance (Canada) on or prior to the date of this Agreement;

“**Taxes**” has the meaning ascribed thereto in Section 5.1.4(f);

“**Technical Reports**” means, collectively: (i) the technical report titled “Technical Report on the Cooke-Robitaille Property, Chapais Mining District, Quebec” with an effective date of October 13, 2020, prepared by AuCu Consulting Inc.; (ii) the technical report titled “Technical Review and Exploration + Development Potential on the Chapais/Opemiska Mines Complex, Chapais-Chibougamau Mining District”, dated February 1, 2019 (and amended and restated on March 29, 2019); and (iii) the technical report titled “NI 43-101 Technical Evaluation Report on the Roger (1206) Property (According NI 43-101F1)” with an effective date of October 9, 2018, prepared by Geologica Groupe-Conseil Inc. and GeoPointCom Inc.;

“**Termination Date**” means December 31, 2022;

“**Transaction Documents**” means this Agreement and the Subscription Agreements;

“**Transfer Agent**” means Computershare Investor Services Inc.;

“**TSXV**” means TSX Venture Exchange;

“**United States**” or “**U.S.**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; and

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

1.2 **Division and Headings:** The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.

1.3 **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 and the parties hereto irrevocably accept and attorn to the exclusive jurisdiction of the courts of the Province of British Columbia.

1.4 **Currency:** Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.

## 2. **Nature of Transaction**

2.1 **Sale on Exempt Basis.** Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Company hereby appoints the Agents, as the Company's exclusive agents, to offer for sale and sell the Offered Shares pursuant to the Offering in the Selling Jurisdictions in accordance with the terms of this Agreement, by way of a private placement on a "best efforts" basis without underwriter liability, pursuant to exemptions from the prospectus requirements of Applicable Securities Laws, such that each of the offer and sale of the Offered Shares do not require registration thereof or filing of a prospectus, a registration statement or other offering document with any Securities Regulator under Applicable Securities Laws or otherwise comply with any continuous disclosure or reporting obligation in any jurisdiction outside of Canada.

2.2 **No U.S. Sales.** The parties to this Agreement acknowledge that the Offered Shares, have not been and will not be registered under the U.S. Securities Act and may not be offered or sold in the United States.

2.3 **Tax Act and Quebec Tax Act.** In this Agreement, where applicable and unless otherwise specifically indicated: (i) any reference to a word or term defined in the Tax Act shall include, for purposes of Quebec income taxation, a reference to the equivalent word or term defined in the Quebec Tax Act, (ii) any reference to the Tax Act or a provision thereof, including a reference to the regulations to the Tax Act, shall include, for purposes of Quebec income taxation, a reference to the Quebec Tax Act or the equivalent provision thereof, including a reference to the regulations to the Quebec Tax Act, (iii) any reference to a filing, form to be provided to a Purchaser or similar requirement imposed under the Tax Act shall include, for purposes of Quebec income taxation, a reference to the equivalent filing, form or similar requirement under the Quebec Tax Act; provided that, if no filing or similar requirement is provided under the Quebec Tax Act, a copy of any material filed under the Tax Act will be filed with the QRA if required, and (iv) any reference to the CRA shall include, for purposes of Quebec income taxation, a reference to the QRA.

2.4 **Filings.** The Company hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the Offering and undertakes to file, or cause to be filed, within the periods stipulated under Applicable Securities Laws, all forms, documents or undertakings required to be filed by the Company in connection with the issue and sale of the Offered Shares so that the distribution of the Offered Shares may lawfully occur without the necessity of filing or delivering (as applicable) a prospectus, a registration statement or other offering document with any Securities Regulator in the Selling Jurisdictions, and the Agents undertake to use its commercially reasonable efforts to cause the Purchasers to complete any forms required by Applicable Securities Laws. All fees payable in connection with such filings shall be paid by the Company.

2.5 **Solicitation of Orders.** Neither the Company nor the Agents shall: (i) provide to prospective purchasers of the Offered Shares any document or other material that would constitute an offering memorandum or "future-oriented financial information" 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 Offered Shares, including but not limited to, causing the sale of the Offered Shares to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular

paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Offered Shares whose attendees have been invited by general solicitation or advertising.

2.6 **Legends.** The Offered Shares shall have attached to them, whether through the electronic deposit system of CDS, an ownership statement issued under a direct registration system or other electronic book-entry system, or on certificates that may be issued, as applicable, any legends as may be prescribed by CDS in addition to legends substantially in the following form with the necessary information inserted:

“UNLESS PERMITTED UNDER SECURITIES LEGISLATION, THE HOLDER OF THIS SECURITY MUST NOT TRADE THE SECURITY BEFORE <insert date that is four (4) months and one (1) day after Closing Date>.”

and, as applicable,

“WITHOUT PRIOR WRITTEN APPROVAL OF THE TSX VENTURE EXCHANGE AND COMPLIANCE WITH ALL APPLICABLE SECURITIES LEGISLATION, THE SECURITIES REPRESENTED BY THIS CERTIFICATE MAY NOT BE SOLD, TRANSFERRED, HYPOTHECATED OR OTHERWISE TRADED ON OR THROUGH THE FACILITIES OF THE TSX VENTURE EXCHANGE OR OTHERWISE IN CANADA OR TO OR FOR THE BENEFIT OF A CANADIAN RESIDENT UNTIL <the date that is four (4) months and one (1) day after Closing Date will be inserted>“

## 2.7 **Follow-On Transactions.**

- (a) The Company understands that following the Closing, some or all of the Offered Shares may be (i) donated by the Purchasers to one or more charities and subsequently may be sold to investors by the charity or charities, (ii) sold to investors by the Purchaser, or (iii) any combination of (i) and (ii) (the “**Follow-On Transactions**”).
- (b) The Agents do not act, and will not purport to act, as agent or representative of the Company in connection with any Follow-On Transaction and services or activities, if any, performed by the Agents in connection with any Follow-On Transaction are excluded from this Agreement. The consideration payable to the Agents hereunder is for the Agents’ services in respect of the Offering only. The parties further acknowledge that the Company is not entitled, and will not become entitled, to receive any consideration in respect of any Follow-On Transaction that might occur.

## 3. **Representations, Warranties and Covenants of the Agents**

3.1 Each Agent hereby severally, and neither jointly nor jointly and severally, represents, warrants and covenants to the Company that:

- (a) it is a valid and subsisting corporation and in good standing under the law of the jurisdiction in which it was incorporated, and has good and sufficient power and authority to enter into this Agreement and complete the transactions under this Agreement on the terms and conditions set forth herein;
- (b) it will conduct activities in connection with arranging for the sale and distribution of the Offered Shares in compliance with all Applicable Securities Laws and the provisions of this Agreement;

- (c) it has not and will not, and nor will its affiliates or representatives, directly or indirectly, sell or solicit offers to purchase the Offered Shares or distribute or publish any offering circular, prospectus, form of application, advertisement or other offering materials in any country or jurisdiction so as to require registration of the Offered Shares or filing of a prospectus or similar document with respect thereto or compliance by the Company with regulatory requirements (including any continuous disclosure obligations or similar reporting obligations) under the Applicable Securities Laws;
- (d) it will use its commercially reasonable efforts to obtain from each Purchaser an executed Subscription Agreement (including all certifications, forms, and other documentation contemplated thereby) and all other applicable forms, reports, undertakings and documentation required under Applicable Securities Laws or required by the Company, acting reasonably;
- (e) it has not made, and will not make, any representations or warranties about the Company and/or the Offered Shares, except as set out in any document previously approved by the Company for distribution to prospective Purchasers; and
- (f) it is duly registered pursuant to the provisions of the Applicable Securities Laws and is duly registered or licensed as an investment dealer in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed, it will act only through members of a selling group who are so registered or licensed.

#### 4. Covenants of the Company

4.1 The Company hereby covenants to the Agents, and to the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Offered Shares, as follows:

##### 4.1.1 Offering

- (a) **Due Diligence Process.** The Company will, in connection with the Offering, allow the Agents and their representatives the opportunity to conduct all due diligence which the Agents and their representatives may reasonably require to be conducted prior to the Closing Date and will make available its directors, senior management, technical advisors, audit committee, and legal counsel to conduct such procedures as are reasonably required and to answer the questions of the Agents in a due diligence session to be conducted prior to the Closing Date. The Closing of the Offering shall be conditional upon and subject to the Agents and their representatives being satisfied, in their sole discretion, with their due diligence review.
- (b) **Due Diligence Materials.** The Company has made available and provided to the Agents and their representatives, and, on a timely basis, will make available and provide to the Agents and their representatives: all requested corporate and operating records, Material Agreements, reserve reports, technical reports, financial information, budgets and other relevant information necessary in order to complete the due diligence investigation of the business, Properties and affairs of the Company.
- (c) **Closing Deliveries.** The Company will use its 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 6.1.

- (d) **Listing of Offered Shares.** The Company will use its commercially reasonable efforts to obtain the necessary regulatory consents and approvals for the Offering, including the conditional approval of the TSXV, as applicable, for the listing and trading of the Offered Shares on the TSXV.
- (e) **Issuance of Offered Shares.** The Company will fulfil all legal requirements to permit the issuance, offering and sale of the Offered Shares, all as contemplated in this Agreement and file or cause to be filed all documents, applications, forms or undertakings required to be filed by the Company and take or cause to be taken all action required to be taken by the Company in connection with the purchase and sale of the Offered Shares.
- (f) **Maintain Reporting Issuer Status.** For a period of two (2) years following the Closing Date, the Company will use its commercially reasonable efforts to remain a reporting issuer under Canadian Securities Laws, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company 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 cash or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the TSXV (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted).
- (g) **Stock Exchange Listing.** The Company will use its commercially reasonable efforts to maintain the listing of the Common Shares for trading on the TSXV for a period of two (2) years following the Closing Date, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company graduating to the TSX or ceasing to be listed on the TSXV (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted) so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or cash or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the TSXV (or any securities exchange, market or trading or quotation facility on which the Common Shares are then listed or quoted).
- (h) **Post-Closing Filings.** The Company will execute and file with the Securities Regulators, all forms, notices and certificates required to be filed by the Company pursuant to Applicable Securities Laws, in the time required by the Applicable Securities Laws, including for greater certainty, such Form 45-106F1s as are required pursuant to NI 45-106 and any other forms, notices and certificates set forth in the opinions delivered to the Agents pursuant to the closing conditions set forth in Section 6.1, as are required to be filed by the Company.
- (i) **Standstill.** The Company will not issue any further securities, warrants, or other securities of the Company convertible into, exchangeable for or exercisable to acquire, Common Shares or agree to do so, save and except: (i) as contemplated by the Offering; (ii) for the issuance or sale of Common Shares at a price of not less than \$0.34 per Common Share; or (iii) pursuant to the exercise of director or employee stock options or to satisfy existing instruments of the Company as of the date of the Engagement

Letter, in each case, at any time during the period from the Closing Date until 120 days following the Closing Date, without the prior consent of the Lead Agent, on behalf of the Agents, such consent not to be unreasonably withheld.

- (j) **Lock-Up Agreements.** The Company will cause each of its directors and officers to enter into lock-up agreements (in a form satisfactory to the Lead Agent, acting reasonably) in favour of the Lead Agent, on behalf of the Agents, that such director, officer, or principal shareholder will not, for a period of 120 days following the Closing Date, directly or indirectly, offer, sell, contract to sell, lend, swap, or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with, or publicly announce any intention to offer, sell, contract to sell, 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, any Common Shares or other securities of the Company convertible into, exchangeable for, or exercisable to acquire Common Shares, whether now owned or hereafter acquired, directly or indirectly, unless: (i) such director, officer, or principal shareholder first obtains the prior consent of the Lead Agent, on behalf of the Agents, such consent not to be unreasonably withheld; or (ii) there occurs a take-over bid, arrangement or similar transaction made generally to all of the shareholders of the Company.

#### 4.1.2 *Distribution Period*

- (a) **Full Particulars.** During the period from the date hereof until the completion of the distribution of the Offered Shares, the Company will promptly notify the Lead Agent, on behalf of the Agents (and if requested by the Lead Agent, confirm such notification in writing) of the full particulars of:
- (i) any material change (actual, anticipated, contemplated or threatened, financial or otherwise) with respect to the Company;
  - (ii) any change in any material fact disclosed in the Public Record; and
  - (iii) any material fact in respect of the Company or the Properties that had not been previously disclosed to the Agents.

During the distribution period, the Company shall promptly, and in any event within any applicable time limitation, comply, to the satisfaction of the Lead Agent, on behalf of the Agents, acting reasonably, with all applicable filings and other requirements under the Applicable Securities Laws as a result of such fact or change. The Company shall in good faith discuss with the Lead Agent any change which is of such a nature that there is reasonable doubt whether notice need be given to the Agents pursuant to this Section 4.1.2(a).

- (b) **Press Releases.** During the period commencing on the date hereof and until completion of the distribution of the Offered Shares, the Company will promptly provide to the Lead Agent, on behalf of the Agents, drafts of any press releases of the Company for review by the Agents and their counsel prior to issuance, and will not publish those press releases (unless otherwise required by Applicable Securities Laws) except with the prior approval of the Lead Agent, on behalf of the Agents, which

approval will not be unreasonably withheld or delayed. In addition, if required by Applicable Securities Laws, any press release announcing or otherwise referring to the Offering shall comply with the requirements of the U.S. Securities Act and shall include an appropriate notation on each page as follows: “*Not for distribution to U.S. news wire services or dissemination in the United States.*”

#### 4.1.3 *Flow-Through Matters:*

- (a) *Use of Proceeds.* The Company shall use the Commitment Amount to fund directly or indirectly Resource Expenses on exploration programs of the Company on the Properties located in Quebec, Canada.
- (b) *Renunciation of Resource Expenses to Purchasers.* The Company agrees to incur (or be deemed to have incurred) Resource Expenses in Quebec in an amount equal to the Commitment Amount on or after the Closing Date and on or before the Termination Date in accordance with this Agreement and the Subscription Agreements and agrees to renounce to the Purchasers, with an effective date no later than December 31, 2021 (provided the Subscriber, and, where the Subscriber is a partnership, every member thereof, deals at “arm’s length” with the Company at all relevant times for purposes of and as defined in the Tax Act), pursuant to subsection 66(12.6) of the Tax Act and section 359.2 of the Quebec Tax Act, and in respect of Resource Expenses incurred by the Company in 2022, in conjunction with subsection 66(12.66) of the Tax Act and section 359.8 of the Quebec Tax Act, Resource Expenses incurred (or deemed to be incurred) by the Company on or after the Closing Date and on or before the Termination Date, in an amount equal to the Commitment Amount.
- (c) *No Reduction to Renunciation.* Unless required to do so pursuant to subsection 66(12.73) of the Tax Act and/or section 359.15 of the Quebec Tax Act, the Company shall not reduce the amount renounced to the Purchasers pursuant to subsection 66(12.6) of the Tax Act and section 359.2 of the Quebec Tax Act. If the Company receives, or becomes entitled to receive, or may reasonably be expected to receive, any assistance which is described in the definition of “assistance” in subsection 66(15) of the Tax Act and section 359(c.0.1) of the Quebec Tax Act and the receipt of or entitlement or reasonable expectation to receive such assistance has or will have the effect of reducing the amount of Resource Expenses validly renounced to the Purchasers, the Company will incur (or be deemed to have incurred) additional Resource Expenses using funds from sources other than the Commitment Amount in an amount equal to such assistance, such that the aggregate Resource Expenses renounced to the Purchasers effective no later than December 31, 2021 (provided the Subscriber, and, where the Subscriber is a partnership, every member thereof, deals at “arm’s length” with the Company at all relevant times for purposes of and as defined in the Tax Act) pursuant to the terms of this Agreement and the Subscription Agreements will not be less than nor exceed the Commitment Amount.
- (d) *No Impairment to Renounce.* The Company shall not be subject to the provisions of subsection 66(12.67) of the Tax Act and section 359.9 of the Quebec Tax Act in a manner which impairs its ability to renounce Resource Expenses to the Purchasers in an amount equal to the Commitment Amount and shall notify the Purchasers in the event that it becomes aware of or is informed of an issue in relation to its ability to claim such Resource Expenses.

- (e) *Indemnification.* If the Company does not renounce to the Purchasers effective on or before December 31, 2021 Resource Expenses equal to the Commitment Amount, and provided the Purchaser is not in breach of any of its representations and warranties which would prevent the renunciation of such expenses, the Company shall indemnify and hold harmless the Purchasers and each of the partners thereof if the Purchasers are a partnership or a limited partnership (for the purposes of this paragraph each an “**Indemnified Person**”) as to, and pay to the Indemnified Person on or before the 20th Business Day following the date the amount is determined, an amount equal to the amount of any tax (within the meaning of subparagraph (c) of the definition of “excluded obligation” at subsection 6202.1(5) of the regulations to the Tax Act and section 359.1R1 of the regulations to the Quebec Tax Act) payable under the Tax Act (and under the corresponding provincial legislation) by any Indemnified Person as a consequence of such failure. In the event that the amount renounced by the Company to the Purchasers is reduced pursuant to subsection 66(12.73) of the Tax Act and/or section 359.15 of the Quebec Tax Act, the Company shall indemnify and hold harmless each Indemnified Person as to, and pay to the Indemnified Person on or before the 20th Business Day following receipt, by an Indemnified Person, of a notice of assessment or reassessment issued by the CRA or QRA (or any applicable provincial tax authority), an amount equal to the amount of any tax (within the meaning of subparagraph (c) of the definition of “excluded obligation” at subsection 6202.1(5) of the regulations to the Tax Act and section 359.1R1 of the regulations to the Quebec Tax Act) payable under the Tax Act (and under the corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction. This indemnity is in addition to and not in derogation of any other recourse, rights or remedies the Purchasers may have against the Company. For certainty, the foregoing indemnity shall have no force or effect and the Purchasers shall not have any recourse or rights of action to the extent that such indemnity would otherwise cause the Offered Shares to be “prescribed shares” within the meaning of section 6202.1 of the regulations to the Tax Act or sections 359.1R2 to 359.1R7 of the regulations to the Quebec Tax Act.
- (f) *CRA and QRA Filings.* The Company shall file with the CRA, the QRA and with any other applicable provincial tax authority, within the time prescribed by subsection 66(12.68) of the Tax Act and section 359.12 of the Quebec Tax Act and the applicable provisions of any other provincial law, the forms prescribed for the purposes of such legislation together with a copy of the Subscription Agreements or any “selling instrument” contemplated by such legislation and shall forthwith following such filing provide to the Purchasers a copy of such form certified by an officer of the Company. The Company shall timely file with the CRA and with any applicable provincial tax authority any return required to be filed under Part XII.6 of the Tax Act (or any corresponding provision of applicable provincial law) in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis.
- (g) *Delivery of Prescribed Forms.* The Company shall deliver to the Purchasers, before March 1, 2022, the relevant Prescribed Forms (including the T101 forms as well as Relevé 11 forms), fully completed and executed, renouncing to the Purchasers, Resource Expenses in an amount equal to the Commitment Amount (with an effective date of no later than December 31, 2021 provided the Subscriber, and, where the Subscriber is a partnership, every member thereof, deals at “arm’s length” with the

Company at all relevant times for purposes of and as defined in the Tax Act) and such delivery shall constitute the authorization of the Company to the Purchasers to file such Prescribed Forms with the relevant taxation authorities.

- (h) *Renunciation Priority and Pro Rata Reduction.* The Company shall incur and renounce Resource Expenses pursuant to the Subscription Agreements and all other agreements with other persons providing for the issue of Offered Shares entered into by the Company on the Closing Date before incurring and renouncing Resource Expenses pursuant to any other agreement which the Company may subsequently enter into after the Closing Date with any person with respect to the issue of shares which are “flow-through shares” as defined in subsection 66(15) of the Tax Act and/or section 359.1 of the Quebec Tax Act. If the Company is required under the Tax Act or otherwise to reduce Resource Expenses previously renounced to the Purchasers and unless the Purchasers are not adversely affected or otherwise agree, the reduction shall be made *pro rata* by the number of Offered Shares purchased only after it has first reduced to the extent possible all Resource Expenses renounced to persons (other than the Purchasers) under any agreements relating to shares which are “flow-through shares” as defined in subsection 66(15) of the Tax Act and/or section 359.1 of the Quebec Tax Act entered into after the Closing Date.
- (i) *Notification of Excess Amounts Renounced.* Upon the Company becoming aware of the fact that an amount purportedly renounced pursuant to the Subscription Agreements exceeds the amount that it is entitled to renounce under the Tax Act, the Company will notify the Purchasers and comply with subsection 66(12.73) of the Tax Act and section 359.15 of the Quebec Tax Act, including the filing with the CRA and, where applicable, the QRA, of the statements contemplated therein, a copy of which will be sent concurrently to the Purchasers.
- (j) *No Other Agreements.* The Company shall not enter into any other agreement which would prevent or restrict its ability to renounce Resource Expenses to the Purchasers in the amount of the Commitment Amount.
- (k) *Books and Records.* The Company shall maintain proper, complete and accurate accounting books and records relating to the Commitment Amount, the Resource Expenses, the amounts renounced to the Purchasers under this Agreement and the Subscription Agreements and all transactions relating to the Resource Expenses. The Company shall retain all such books and records as may be required to support the renunciation of Resource Expenses contemplated by this Agreement and the Subscription Agreements and, upon reasonable notice, shall make such books and records available for inspection and audit by or on behalf of the Purchasers, at the Purchaser’s sole expense.
- (l) *Deductibility of Resource Expenses.* All the Resource Expenses renounced to the Purchasers pursuant to the Subscription Agreements will be Resource Expenses incurred by the Company that, but for the renunciation to the Purchaser, the Company would be entitled to deduct in computing income for the purposes of Part I of the Tax Act.
- (m) *Renunciation Pursuant to the Tax Act and the Quebec Tax Act.* The Resource Expenses to be renounced to the Purchasers pursuant to the Subscription Agreements will be renounced pursuant to the Tax Act and the Quebec Tax Act.

## 5. Representations and Warranties of the Company

5.1 The Company hereby represents, warrants and covenants to the Agents and the Purchasers, and acknowledges that each of them is relying on same in entering into this Agreement and purchasing the Offered Shares, that:

### 5.1.1 General Matters

- (a) **Good Standing of the Company.** The Company: (i) is existing under the laws of British Columbia and is up-to-date in all material corporate filings and in good standing under the BCBCA; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its assets; (iii) has all requisite corporate power and authority to issue and sell the Offered Shares, to enter into the Transaction Documents and to carry out its obligations hereunder and thereunder.
- (b) **Subsidiaries.** The Company has no subsidiaries.
- (c) **Compliance with Laws.** The Company is in all material respects, conducting its business in compliance with all applicable laws, rules and regulations of each jurisdiction in which its business is carried on and each is licensed, registered or qualified in all jurisdictions in which it is required to be licensed, registered or qualified and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, rules, regulations, licences, registrations and qualifications which could have a material adverse effect on the Company.
- (d) **No Insolvency.** The Company is not insolvent and is able to meet all of its financial liabilities as they become due and no proceedings have been taken, instituted or are pending for the winding-up, liquidation, dissolution or bankruptcy of the Company, and, no merger, consolidation, amalgamation, sale of all or substantially all of the assets of the Company or sale of the Company transactions have been commenced or are being commenced or contemplated by the Company and the Company has no knowledge of any such proceedings or transactions having been commenced or being contemplated in respect of the Company by any other party.
- (e) **Authorized Capital.** The authorized capital of the Company consists of an unlimited number of Common Shares, of which, as of the close of business on October 26, 2021, 122,600,612 Common Shares, were outstanding as fully paid and non-assessable.
- (f) **Convertible Securities.** Other than as set out in Schedule “A” to this Agreement and pursuant to any option agreements or property purchase agreements described in the Public Record, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Company. The Offered Shares, upon issuance, will not be issued in violation of or subject to any pre-emptive rights, participation rights or other contractual rights to purchase securities issued by the Company.

- (g) **Voting Control.** To the knowledge of the Company, there is no agreement in force or effect which in any manner affects the voting or control of any of the securities of the Company.
- (h) **Freedom to Conduct Business.** The Company is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Company to compete in any line of business, transfer or move any of its assets or operations or which would have a material adverse effect on the business practices, operations or condition of the Company.
- (i) **No Violation of Constatng Documents.** The Company is not in violation of the provisions of its articles (or equivalent), by-laws (or equivalent) or resolutions or any statute or any order, rule or regulation of any court or governmental agency or both having jurisdiction over it or any of its operation, which violation or the consequences thereof would, alone or in the aggregate, have a material adverse effect on the Company.
- (j) **No Breach or Default.** The Company is not, nor to the knowledge of the Company, is any other person, in default in any respect in the observance or performance of any material term, covenant or obligation to be performed by the Company or such other person, as applicable, under any Debt Instrument or Material Agreement to which the Company is a party or otherwise bound, and all such Debt Instruments and Material Agreements are in good standing, and no event has occurred which with notice or lapse of time or both would constitute such a default thereunder by the Company, or, to the knowledge of the Company, any other party, except in each case where such breach or default would not, individually or in the aggregate, reasonably be expected to have a material adverse effect on the Company.
- (k) **Interest of Insiders.** None of the directors or officers of the Company, any known holder of more than 10% of any class of shares of the Company, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction which, as the case may be, materially affected, is material to or will materially affect the Company.
- (l) **Purchases and Sales.** The Company has not approved, is not contemplating and has not entered into any agreement in respect of, nor have any knowledge of:
  - (i) the purchase of any material property or assets or any interest therein or the sale, transfer or disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Company whether by asset sale, transfer of shares or otherwise;
  - (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Company or otherwise) of the Company; or
  - (iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Company.
- (m) **Owned Real Property.** Other than as disclosed in the Public Record, the Company does not own any real property.

- (n) **Leased Premises.** With respect to the premises which the Company occupies as a tenant, the Company occupies such leased premises and has the exclusive right to occupy and use such leased premises and any lease or leases pursuant to which the Company occupies such premises are in good standing in all material respects and in full force and effect.
- (o) **Insurance.** The Company maintains insurance by insurers of recognized financial responsibility against such losses and risks and in such amount as are customary in the business in which it is engaged and on a basis consistent with reasonably prudent persons in comparable businesses, in comparable geographic location. All policies of insurance insuring the Company or any of its businesses, assets, employees, officers and directors are in full force and effect, and the Company is in compliance with the terms of such policies in all material respects. There are no material claims by the Company under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause.

### 5.1.2 Offering

- (a) **Corporate Actions.** Each of the execution and delivery of the Transaction Documents and the performance by the Company of its obligations hereunder and thereunder and the transactions contemplated hereby and thereby, including the issuance of the Offered Shares, has been duly authorized by all necessary corporate action of the Company and each of the Transaction Documents has been duly executed and delivered by the Company and each constitutes a valid and binding obligation of the Company enforceable against the Company in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability may be limited by applicable laws in effect in the province of British Columbia.
- (b) **Necessary Consents and Approvals.** All consents, approvals, Permits, authorizations or filings as may be required under Applicable Securities Laws necessary for: (i) the execution and delivery of the Transaction Documents; (ii) the issuance, creation, sale and delivery of the Offered Shares; and (iii) the consummation of the transactions contemplated hereby and thereby, have been made or obtained by the Company, as applicable, other than other than customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Applicable Securities Law.
- (c) **Absence of Breach or Default.** The Company is not in default or breach of, and the execution and delivery of the Transaction Documents, the issue and sale of the Offered Shares, the fulfilment of the terms hereof and thereof by the Company and the issuance, sale and delivery of the Offered Shares do not and will not result in a breach of or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under, and do not and will not conflict with (i) the constating documents of the Company and any resolutions of the shareholder or directors of the Company which are in effect at the date hereof; (b) the terms of any Debt Instrument or Material Agreement; or (c) any judgment, decree, order, statute, rule or regulation applicable to any of them, which breach or default would have a material adverse effect on the Company.

- (d) **Validly Issued Offered Shares.** The Offered Shares have been duly and validly authorized for issuance and sale and when issued and delivered, upon payment of the aggregate Offering Price for such Offered Shares, the Offered Shares, whether in certificated form or by way of electronic deposit, will be validly issued as fully paid and non-assessable Common Shares.
- (e) **Transfer Agent.** The Transfer Agent, at its principal office in Vancouver, British Columbia, has been appointed as the registrar and transfer agent for the Common Shares.
- (f) **Description of Offered Shares.** The attributes of the Offered Shares conform in all material respects with the description thereof in the Subscription Agreements and this Agreement.
- (g) **Control Person.** To the knowledge of the Company, the completion of the Offering will not result in any new control person of the Company.
- (h) **Entitlement to Proceeds.** Upon Closing of the Offering in accordance with the terms of this Agreement, other than the Company, there is no person that is or will be entitled to demand the proceeds of the Offering.
- (i) **Fees and Commissions.** Other than the Agents (or any members of their selling group) pursuant to this Agreement, there is no person acting or purporting to act at the request of the Company who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein.

### 5.1.3 *Financial Matters*

- (a) **Financial Statements.** The audited consolidated financial statements of the Company as at and for the year ended October 31, 2020 and the condensed interim consolidated financial statements of the Company for the nine months ended July 31, 2021 (together, the “**Financial Statements**”) have been prepared in accordance with IFRS consistently applied throughout the periods referred to therein, contain no misrepresentation and present fairly, in all material respects, the financial position (including the assets and liabilities, whether absolute, contingent or otherwise) of the Company, on a consolidated basis, as at such dates and results of operations of the Company, on a consolidated basis, for the periods then ended and there has been no material change in accounting policies or practices of the Company since October 31, 2020, except as disclosed in the notes to the Financial Statements.
- (b) **Contingent Liabilities.** The Company does not have any liabilities, arrangements, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements or referred to or disclosed herein, other than liabilities or obligations which would not have a material adverse effect.
- (c) **Off-Balance Sheet Amounts.** There are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or other relationships of the Company with unconsolidated entities or other persons that could reasonably be expected to have a material adverse effect on the Company.

- (d) **No Material Change.** Since October 31, 2020, other than as disclosed in the Public Record:
- (i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Company;
  - (ii) there has not been any material change in the capital stock or long-term debt of the Company; and
  - (iii) the Company has carried on its business in the ordinary course.
- (e) **Internal Controls.** The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance that: (i) transactions are executed in accordance with management’s general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management’s general or specific authorization; and (iv) the carrying values for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (f) **Indebtedness.** The Company is not party to any material Debt Instrument nor has any material loans or other indebtedness outstanding with any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm’s length with the Company.
- (g) **Dividends.** There is not, in the constating documents or in any Debt Instrument, Material Agreement or other instrument or document to which the Company is a party, any restriction upon or impediment to, the declaration of dividends by the directors of the Company or the payment of dividends by the Company to the holders of Common Shares.
- (h) **Auditors.** The Company’s auditors who audited the consolidated financial statements of the Company as at and for the year ended October 31, 2020 and who provided their respective audit report thereon are independent public accountants as required under Canadian Securities Laws and no “reportable event” (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations* of the Canadian Securities Administrators) has occurred and the present auditors of the Company have not provided any material comments or recommendations to the Company regarding its accounting policies, internal control systems or other accounting or financial practices that have not been implemented by the Company.

#### 5.1.4 *Compliance with Securities Laws, Exchange Rules and Corporate and Taxation Laws*

- (a) **Reporting Issuer.** The Company is a “reporting issuer”, or the equivalent thereof, in the Reporting Provinces and is not included on a list of defaulting reporting issuers maintained by any of the Securities Regulators of such provinces. The Company is not currently in default of any requirement of the Canadian Securities Laws in the Reporting Provinces which would have a material adverse effect on the Company, and in particular, without limiting the foregoing, the Company has at all times complied in all material respects with its obligations to make timely disclosure of all material

changes and material facts relating to it and there is no material change or material fact relating to the Company which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the Canadian Securities Regulators in the Reporting Provinces.

- (b) **No Suspension.** The Company is not subject to any order cease trading or prohibiting the sale of the Offered Shares and no other order has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or to the knowledge of the Company are pending, contemplated or threatened by any regulatory authority.
- (c) **TSXV Listing.** The currently issued and outstanding Common Shares are listed and posted for trading on the TSXV and no order ceasing or suspending trading in any securities of the Company or prohibiting the trading of the Company's issued securities has been issued and to the Company's knowledge, no proceedings for such purpose are pending or threatened.
- (d) **Prior Transactions.** All previous acquisitions, dispositions, arrangements, amalgamations and reorganizations completed by the Company or any subsidiaries (including for certainty, the plan of arrangement involving the Company and Orefinders Resources Inc. completed in 2018, the acquisition of the Company's interests in the Opemiska Mine Complex, as announced in 2018, the acquisition of the Company's interests in the Cooke-Robitaille Property in 2020, the sale of the Company's interests in the Mann Mine in 2020, and the acquisition of the Company's interests in the Scott Property in 2020) have been fully disclosed in all material respects to the extent required under Applicable Securities Laws in the Public Record, were completed in material compliance with all applicable corporate and securities laws and all necessary corporate and regulatory approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained or made, as applicable, and complied with in all material respects.
- (e) **Filings and Fees.** All material filings and fees required to be made and paid by the Company pursuant to applicable corporate laws and Applicable Securities Laws in the Reporting Provinces have been made and paid.
- (f) **Taxes.** All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom 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 by the Company have been paid except for where the failure to pay such Taxes would not constitute a material adverse effect, or result in an adverse material change to the Company. All tax returns, declarations, remittances and filings required to be filed by the Company or its subsidiaries have been filed with all appropriate governmental authorities and all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading in each case except where the inaccuracy or failure to file such documents would not constitute an adverse material fact of the Company or result in an adverse material change to the Company. To the knowledge of the Company, no examination by any governmental authority of any tax return of the Company is currently in progress except in the ordinary course 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 Company, in any case, except where such examinations, issues or disputes would not constitute a material adverse effect or result in an adverse material change to the Company.

#### 5.1.5 *Public Disclosure and Company Due Diligence Documents*

- (a) **Continuous Disclosure.** The Company is in compliance in all material respects with its continuous disclosure obligations under Applicable Securities Laws and, without limiting the generality of the foregoing, there has not occurred an material adverse effect, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition or capital of the Company which has not been publicly disclosed and the information and statements in the Public Record were true and, except for refiled disclosure documents, correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR, did not contain any misrepresentations and no material facts have been omitted therefrom which would make such information materially misleading as of the respective dates of such information and statements, and the Company has not filed any confidential material change reports which remain confidential as at the date hereof. The Company is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XVI.1 – *Civil Liability for Secondary Market Disclosure* of the *Securities Act* (British Columbia) and analogous provisions under Applicable Securities Laws in the Reporting Provinces.
- (b) **Minute Books.** Except as disclosed to the Lead Agent, the minute books and records of the Company, including the Company Due Diligence Documents, which the Company has made available to the Agents and their counsel, Cassels Brock & Blackwell LLP, in connection with their due diligence investigation of the Company from April 2018 to the date of examination thereof contain copies of all constating documents and all proceedings of securityholders and directors (and committees thereof) (or drafts pending the approval thereof) and are complete in all material respects.
- (c) **Technical Disclosure.** To the knowledge of the Company, all technical disclosure that has been publicly disclosed or provided to the Agents in respect of the Properties, including but not limited to the Technical Reports, has been disclosed in compliance, in all material respects, with the requirements of NI 43-101.

#### 5.1.6 *Mineral Tenure*

- (a) **Mining Rights.** The Company holds, directly or indirectly, all Mining Rights constituting the Properties and such Mining Rights have been validly registered and recorded in accordance, in all material respects, with all applicable laws and are valid and subsisting; the Company has obtained all necessary surface rights, access rights and other necessary rights and interests relating to the Properties granting the Company the right and ability to access and explore for minerals on the Properties and each of the Mining Rights, and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in the names of the Company, except where the failure to be in good standing would not have a material adverse effect on the Company.
- (b) **Indigenous Claims.** There are no material claims or actions with respect to indigenous rights currently threatened or pending in respect of, to the knowledge of the Company,

the Properties. The Company is not aware of any material land entitlement claims or aboriginal land claims having been asserted or any legal actions relating to indigenous or community issues having been instituted in respect of, to the knowledge of the Company, the Properties, and no material dispute in respect of, to the knowledge of the Company, the Properties, with any local or indigenous groups exists or is threatened or imminent in respect of the Properties, or any activities on either such property.

- (c) **Community Relationships.** The Company maintains, and the Company reasonably expects to maintain, good relationships with the communities and persons affected by or located on the Properties, in all material respects, and there are no complaints, issues, proceedings, or discussions, which are ongoing or anticipated which could have the effect of materially interfering with, delaying or impairing the ability to explore, develop, exploit or otherwise operate the Properties, and the Company does not anticipate any material issues or liabilities to arise that would adversely affect the ability to explore, develop and operate at the Properties.
- (d) **Government Relationships.** The Company maintains, and the Company reasonably expects to maintain, a good relationship with all Governmental Entities in the jurisdictions in which the Properties are located, or in which such parties otherwise carry on their business or operations. All such government relationships are intact and mutually cooperative and, to the knowledge of the Company, there exists no condition or state of fact or circumstances in respect thereof, that would prevent the Company from conducting their business and all activities in connection with the Properties proposed to be conducted by the Company, and there exists no actual or, to the knowledge of the Company, threatened termination, limitation or other adverse modification in any such relationships with such Governmental Entities.
- (e) **No Expropriation or Claim.** Neither the Properties or the Mining Rights has been taken, revoked, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given commenced or threatened or is pending, nor does the Company have any knowledge of the intent or proposal to give any such notice or commence any such proceeding.
- (f) **Title Opinion.** The legal opinion provided under section 6.1(d) of this Agreement relates to matters of title to all mineral and mining claims that comprise the Properties.

#### *5.1.7 Permitting and Environmental Matters*

- (a) **Environmental Laws.** The Company is in material compliance with all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign (the “**Environmental Laws**”) relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (“**Hazardous Substances**”).
- (b) **Permits and Authorizations.** The Company has obtained all material permits, including Permits and Environmental Permits, necessary as at the date of this Agreement for the

operation of the businesses carried on or proposed to be commenced by the Company. No approval, consent or authorization of any indigenous group is necessary for the operation of the businesses carried on or proposed to be commenced by the Company.

- (c) **Hazardous Substances.** The Company has not used, except in material compliance with all Environmental Laws and Environmental Permits, any property 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, except where such use would not result in a material adverse effect on the Company.
- (d) **Breach of Environmental Laws.** The Company has not, including if applicable, to the knowledge of the Company any predecessor companies, received any notice of, or been prosecuted for an offence alleging, material non-compliance with any Environmental Law, and the Company has not, including if applicable, to the knowledge of the Company any predecessor companies, settled any allegation of material 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 Company, nor has the Company received notice of any of the same.
- (e) **Remediation Obligations.** Except as ordinarily or customarily required by applicable Permit, the Company has not has received any notice wherein it is alleged or stated that it is potentially responsible in a material amount for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws.
- (f) **Environmental Audits.** There are no environmental audits, evaluations, assessments, studies or tests relating to the Company except for ongoing assessments conducted by or on behalf of the Company in the ordinary course.

#### 5.1.8 *Litigation, Compliance, Anti-Corruption/Anti-Money Laundering*

- (a) **Actions, Proceedings and Investigations.** There are no actions, proceedings or investigations (whether or not purportedly by or on behalf of the Company) commenced, threatened, or to the knowledge of the Company pending, against or affecting the Company or to which its assets are subject at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity and the Company is not subject to any judgments, orders, writs, injunctions, decrees, awards, rules, policies or regulations of any Governmental Entity which either separately or in the aggregate would have a material adverse effect on the Company or on the Company's ability to perform its obligations under any Material Agreement.
- (b) **Change in Legislation.** The Company is not aware of any legislation, regulation or change in government position published or contemplated by a legislative body or Governmental Entity, which it anticipates will have a material adverse effect on the business (as currently carried on or proposed to be carried on), affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Company.
- (c) **Anti-Corruption.** The Company has not, and to the knowledge of the Company, nor has any director, officer, employee, consultant, representative or agent of the foregoing, (i) violated any anti-bribery or anti-corruption laws applicable to the Company, including but not limited to the *Foreign Corrupt Practices Act of 1977* (United States) and the

*Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Company in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. The Company has not, and to the knowledge of the Company, nor has any director, officer, employee, consultant, representative or agent of foregoing, (i) conducted or initiated any review, audit, or internal investigation that concluded the Company, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging noncompliance with any such laws.

- (d) **Anti-Money Laundering.** The operations of the Company are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or Governmental Entity or any arbitrator involving the Company with respect to the Money Laundering Laws is pending or, to the best knowledge of the Company, threatened.

#### 5.1.9 *Employment Matters*

- (a) **Employee Plans.** Other than as disclosed in the Public Record, there are no plans related to retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Company for the benefit of any current or former director, officer, employee or consultant of the Company.
- (b) **Accruals.** There are no material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments that are required to be reflected in the books and records of the Company which have not been reflected in such books and records.

- (c) **Labour Disputes.** There is not currently, and the Company does not anticipate, any labour disruption with respect to the employees or consultants of the Company which has materially adversely affected, is materially adversely affecting or could materially adversely affect the carrying on of the business of the Company.
- (d) **Compliance with Labour and Health and Safety Laws.** The Company is in material compliance with all applicable laws and regulations respecting employment and employment practices, workers' compensation, occupational health and safety and similar legislation, including payment in full of all amounts owing thereunder, and there are no pending claims or outstanding orders of a material nature against the Company under applicable workers' compensation legislation, occupational health and safety or similar legislation nor has any event occurred which may give rise to any such material claim.
- (e) **COVID-19 Outbreak.** Except as mandated by or in conformity with the recommendations of a Governmental Entity, there has been no closure or suspension of operations at the Properties as a result of the novel coronavirus disease outbreak (the "COVID-19 Outbreak"). The Company has been monitoring the COVID-19 Outbreak and the present and potential impacts at all of its operations and has put appropriate control measures in place to promote the wellness of all of its employees and surrounding communities where the Company operates while continuing to operate. All activities relating to the suspension and restart of operations at the Properties as a result of the COVID-19 Outbreak have been accurately disclosed in the Public Record and no fact or facts have been omitted therefrom which would make such information misleading.

#### *5.1.10 Flow-Through Matters*

- (a) **Resource Expenses.** The expenses to be renounced by the Company to the Purchasers of the Offered Shares will constitute Resource Expenses on the effective date of the renunciation and on the date incurred. The expenses to be renounced by the Company to the Purchasers (i) will not include any amount that has previously been renounced by the Company to any of the Purchasers or to any other person; and (ii) would be deductible by the Company in computing its income for the purposes of Part I of the Tax Act but for the renunciation to the Purchasers;
- (b) **Termination Date.** The Company has no reason to believe that it will be unable to incur (or be deemed to incur), on or after the Closing Date and on or before the Termination Date or that it will be unable to renounce to the Purchasers of the Offered Shares, effective on or before December 31, 2021, Resource Expenses in an amount equal to the Commitment Amount and the Company has no reason to expect any reduction of such amounts by virtue of subsection 66(12.73) of the Tax Act and section 359.15 of the Quebec Tax Act;
- (c) **Prescribed Shares.** Except as a result of any Follow-On Transaction, agreement, arrangement, undertaking or understanding to which the Company is not a party and of which it has no knowledge, upon issue the Offered Shares will be "flow-through shares" as defined in subsection 66(15) of the Tax Act and section 359.1 of the Quebec Tax Act and will not be "prescribed shares" within the meaning of section 6202.1 of the regulations to the Tax Act and sections 359.1R2 to 359.1R7 of the regulations to the Quebec Tax Act;

- (d) **Amalgamation.** If the Company amalgamates with any one or more companies, any shares issued to or held by the Purchasers as a replacement for the Offered Shares as a result of such amalgamation will, but for any Follow-On Transaction and but for any agreement, arrangement or understanding to which the Company is not a party and of which it has no knowledge of, qualify, by virtue of subsection 87(4.4) of the Tax Act and section 550.7 of the Quebec Tax Act or otherwise, as “flow-through shares” as defined in subsection 66(15) of the Tax Act and section 359.1 of the Quebec Tax Act, and in particular will not (but for any Follow-On Transaction and but for any agreement, arrangement or understanding to which the Company is not a party and of which it has no knowledge of) be “prescribed shares” as defined in section 6202.1 of the regulations to the Tax Act and sections 359.1R2 to 359.1R7 of the regulations to the Quebec Tax Act;
- (e) **Principal Business Corporation.** The Company is and will continue to be a Principal Business Corporation until such time as all of the Resource Expenses required to be renounced under this Agreement and the Subscription Agreements have been incurred or have been deemed to be incurred and validly renounced pursuant to the Tax Act;
- (f) **Development and Qualified Corporation.** The Company is and will continue to be both a “development corporation” as defined in section 363 of the Quebec Tax Act, and a “qualified corporation” as defined in sections 726.4.15 and 726.4.17.7 of the Quebec Tax Act until such time as all of the Resource Expenses required to be renounced under this Agreement and the Subscription Agreements have been incurred or have been deemed to be incurred and validly renounced pursuant to the Quebec Tax Act;
- (g) **Quebec Resources Credit.** The Company undertakes not to claim the Quebec Resources Credit, otherwise available under the Quebec Tax Act, when its returns of income are prepared or thereafter, unless the obtaining of such a Quebec Resources Credit would not put the Company in an over-renunciation position;
- (h) **No Default.** The Company is not, and has never been, in default of any of its legal obligations in respect of any “flow-through share” financings previously undertaken by the Company, other than with respect to the financings relating to the 2012 and 2013 financial years; and
  - (i) **November 2020 FT Offering.** In connection with the November 2020 FT Offering, the Company has:
    - (i) renounced all of the resource expenses required to be renounced pursuant to the subscription and renunciation agreements entered into by the Company in connection with the November 2020 FT Offering; and
    - (ii) has incurred, or shall have incurred, by or before the earlier of (i) December 31, 2021, or (ii) such other date prescribed by the Tax Act and the Quebec Tax Act until which the Company may incur (or be deemed to incur) resource expenses and renounce them to the purchasers of flow-through shares issued pursuant to the November 2020 FT Offering with an effective date no later than December 31, 2020, resource expenses equal to the gross proceeds raised in connection with the November 2020 FT Offering and any assistance, as such term is described in the definition of “assistance” in subsection 66(15) of the Tax Act and section 359(c.0.1) of the Quebec Tax Act, that the Company has received or is entitled to receive in connection with the November 2020 FT Offering, including the Quebec Resources Credit.

## 6. Conditions to Closing

6.1 The following are conditions to the completion of the Agents' obligations as contemplated in this Agreement, which conditions shall have been fulfilled by the Company on or prior to the Closing Time, other than as may be waived in writing in whole or in part by the Lead Agent, on behalf of the Agents:

- (a) the board of directors of the Company will have authorized and approved the Transaction Documents and the Offering and all matters relating to the foregoing;
- (b) the Agents shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer of the Company and the Chief Financial Officer of the Company or such other senior officers of the Company as may be acceptable to the Agents, addressed to the Agents, with respect to: (i) the constating documents of the Company, (ii) all resolutions of the Company's board of directors, relating to the Offering and the Transaction Documents and the transactions contemplated hereby and thereby, and (iii) the incumbency and specimen signatures of signing officers of the Company, in the form of a certificate of incumbency as the Agents may reasonably require;
- (c) the Agents shall have received a favourable legal opinion addressed to the Agents and the Purchasers, in form and substance satisfactory to the Agents' counsel, acting reasonably, dated the Closing Date, as applicable, from DuMoulin Black LLP, counsel to the Company and where appropriate, local counsel in the other applicable jurisdictions, which local counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Company, with respect to the following matters:
  - (i) as to the existence of the Company under the laws of British Columbia and as to the Company having the requisite corporate power and capacity under the laws of British Columbia to carry on its business as presently carried on and to own its properties and assets (including, but not limited to, the Properties);
  - (ii) as to the Company being a "reporting issuer" not on the list of defaulting reporting issuers maintained pursuant to Canadian Securities Laws in the Reporting Provinces;
  - (iii) as to the authorized and issued capital of the Company (which may be based on the confirmation of the Transfer Agent);
  - (iv) as to the corporate power and authority of the Company to enter into and carry out its obligations under the Transaction Documents;
  - (v) all necessary corporate action has been taken by the Company to authorize the execution and delivery of the Transaction Documents as well as the performance of its obligations thereunder and hereunder;
  - (vi) the Transaction Documents have been duly executed and delivered by the Company, and constitute legal, valid and binding obligations of the Company enforceable against it in accordance with their respective 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 laws;

- (vii) the execution and delivery of the Transaction Documents and the performance by the Company of its obligations thereunder does not and will not result in a breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or constitute a default under any term or provision of the articles or notice of articles of the Company, or any applicable corporate laws;
- (viii) the Offered Shares have been duly and validly issued as fully paid and non-assessable Common Shares;
- (ix) the TSXV has conditionally accepted the Offering, and the Offered Shares have been conditionally approved for listing on the TSXV, subject to the satisfaction of the conditions set out in the conditional approval letter of the TSXV dated October 18, 2021;
- (x) the offering, issuance and sale by the Company of the Offered Shares in accordance with the terms of this Agreement are exempt from the prospectus requirements of Applicable Securities Laws in the Selling Jurisdictions and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under Applicable Securities Laws to permit such issuance and sale; it being noted, however, that the Company is required to file or cause to be filed with the applicable Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee, within ten days of the Closing Date;
- (xi) no prospectus or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Company under Applicable Securities Laws in connection with the first trade of the Offered Shares by the holders thereof provided that a period of four months and one day has elapsed from the Closing Date;
- (xii) upon issue, the Offered Shares will be “flow-through shares” as defined in subsection 66(15) of the Tax Act and section 359.1 of the Quebec Tax Act and will not be “prescribed shares” within the meaning of section 6202.1 of the regulations to the Tax Act and sections 359.1R2 to 359.1R7 of the regulations to the Quebec Tax Act;
- (xiii) provided they are fully incurred in the manner and otherwise as covenanted and referenced in the Subscription Agreements and in the relevant officer’s certificate, the expenditures to be renounced in respect of the Offered Shares pursuant to this Agreement and the Subscription Agreements will be Resource Expenses;
- (xiv) the Company qualifies as a Principal Business Corporation, as a “development corporation” as defined in section 363 of the Quebec Tax Act, and as a “qualified corporation” as defined in sections 726.4.15 and 726.4.17.7 of the Quebec Tax Act; and

- (xv) such other matters as the Agents or their counsel may reasonably request;
- (d) the Company will have caused a favourable legal opinion to be delivered by Fasken Martineau DuMoulin LLP, counsel to the Company, addressed to the Agents and the Purchasers, with respect to title to the Properties in form and substance satisfactory to the Agents and their counsel acting reasonably, including in respect of those matters that are usual and customary for transactions of this nature and subject to the usual and customary assumptions, limitations and qualifications;
- (e) the Company will have caused its registrar and Transfer Agent to deliver a certificate as to the issued and outstanding Common Shares;
- (f) each of the Transaction Documents shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agents and their counsel acting reasonably;
- (g) the Offering will have been conditionally approved by the TSXV and the Agents shall have received evidence that all requisite approvals, consents and acceptances of the appropriate regulatory authorities required to be obtained by the Company in order to complete the Offering have been made or obtained;
- (h) the Agents shall have received a certificate of compliance or similar certificate with respect to the jurisdiction in which the Company is incorporated; and
- (i) the Agents shall have received executed copies of all the lock-up agreements requested by the Agents pursuant to Section 4.1.1(j), in form and substance satisfactory to the Lead Agent, acting reasonably.

## 7. Closing

7.1 The Offering will be completed by electronic exchange of documents at the Closing Time at the Closing Time or such other place, date or time as may be mutually agreed to; provided that if the Company has not been able to comply in any material respect with any of the covenants or conditions set out herein required to be complied with by the Closing Time or such other date and time as may be mutually agreed to or such covenant or condition has not been waived by the Lead Agent, on behalf of the Agents, the respective obligations of the parties will terminate without further liability or obligation except for payment of expenses, indemnity and contribution provided for in this Agreement.

7.2 At or prior to the Closing Time, the Agents shall have delivered to the Company:

- (a) the completed and executed Subscription Agreements (including all certifications, forms and other documentation contemplated thereby or as may be required by applicable securities regulatory authorities) in a form acceptable to the Company; and
- (b) payment of the gross proceeds of the Offering less the Agents' Fee and Eligible Expenses by wire transfer to the Company; and
- (c) such further documentation as may be contemplated herein or as the Company may reasonably require.

7.3 At or before the Closing Time, the Company shall deliver to the Agents:

- (a) the Offered Shares, whether by way of electronic deposit or delivery of certificates in definitive form, as directed by the Agents;
- (b) the requisite legal opinions and certificates as contemplated in Section 6 of this Agreement; and
- (c) such further documentation as may be contemplated herein or as the Agents may reasonably require.

## 8. **Rights of Termination**

8.1 The Agents (or any of them) shall be entitled to terminate and cancel their obligations hereunder by written notice to that effect given to the Company on or before Closing if, at any time prior to the Closing Time:

- (a) **Material Change.** There shall be any material change or change in a material fact or new material fact, or there should be discovered any previously undisclosed material fact required to be disclosed which, in the reasonable opinion of the Agents (or either one of them), has or would be expected to have a material adverse effect on the market price or value of the Offered Shares or any other securities of the Company;
- (b) **Disaster Out.** There should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism, disease, virus, plague, pandemic, or accident) or major financial occurrence or catastrophe, war or plague of national or international consequence including by way of the COVID-19 Outbreak only to the extent that there are material adverse impacts related thereto after the date of the Engagement Letter, or a new or change in any law or regulation shall be enacted or take effect after the date of the Engagement Letter which in the sole opinion of the Agents, or any one of them, materially adversely affects or involves or may materially adversely affect or involve (i) the financial markets or (ii) the business, operations or affairs of the Company, or (iii) the market price or value of the securities of the Company;
- (c) **Litigation.** (i) Any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Company or any one of the officers or directors of the Company where a 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; or (ii) any order, action or proceeding which cease trades or otherwise operates to prevent or restrict the trading of the Offered Shares or any other securities of the Company is made or threatened by a securities regulatory authority;
- (d) **Breach.** There is any material breach or failure by the Company to comply with any term, condition or covenant in the Engagement Letter or the Agency Agreement, or in the event that any representation or warranty given by the Company in the Engagement Letter or Agency Agreement becomes false and is not rectified as at the Closing Time;

- (e) **Market Out.** The state of the financial markets in Canada or elsewhere where it is planned to market the Offered Shares is such that, in the reasonable opinion of the Agents (or any one of them), the Offered Shares cannot be marketed profitably;
- (f) **Change of Income Tax Law.** There is any announced any change or proposed change in the income tax laws of Canada or Quebec or the interpretation or administration thereof in respect of “flow-through shares”, as defined in the Tax Act and the Quebec Tax Act, and such change, in the opinion of the Agents, or any one of them, could be expected to have a material adverse effect on the market price or value or the marketability of the Offered Shares; or
- (g) **Due Diligence Out.** The Agents are not satisfied, in their sole discretion, with the completion of their due diligence investigations.

8.2 The rights of termination contained in this Section 7.3(c) may be exercised by any of the Agents and are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination by any Agent, there shall be no further liability on the part of such Agent to the Company or on the part of the Company to such Agent except in respect of any liability which may have arisen or may arise after such termination in respect of Section 9 (Indemnity) and Section 10 (Expenses) of this Agreement.

## 9. Indemnity

9.1 The Company (collectively, the “**Indemnitor**”) hereby covenants and agrees to indemnify and hold the Agents, and each of their subsidiaries and affiliates, and each of their directors, officers, employees, shareholders/unitholders and agents (hereinafter referred to as the “**Personnel**”) harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agents and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Agents and their Personnel hereunder, or otherwise in connection with the matters referred to in this Agreement (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agents and their Personnel) provided, however, that this 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:

- (a) the Agents and/or their Personnel have been grossly negligent or dishonest, have engaged in wilful misconduct or have committed any fraudulent act in the course of such performance; and
- (b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the actions referred to in (a).

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agents and/or their Personnel may incur as a result of any action or litigation that may be threatened or brought against the Agents and/or their Personnel.

If for any reason (other than the occurrence of any of the events itemized in (a) and (b) of this Section 8.2), the foregoing indemnification is unavailable to the Agents or any Personnel or insufficient to hold the Agents or any Personnel harmless, then the Indemnitor shall contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agents or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agents or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agents hereunder pursuant to this Agreement.

The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agents or their Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the Indemnitor and/or the Agents, and/or any Personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Agents, the Indemnitor shall reimburse the Agents monthly for the time spent by their Personnel in connection therewith at their normal per diem rates and the Agents shall have the right to employ their own counsel in connection therewith provided the Agents act reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by the Agents or their Personnel in connection therewith unless such proceeding has been caused solely by or is the result of the gross negligence or fraud of the Agents or any of their Personnel) and out-of-pocket expenses incurred by the Agents or their Personnel in connection therewith shall be paid by the Indemnitor as they occur.

Promptly after receipt of notice of the commencement of any legal proceeding against the Agents or their Personnel or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agents will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Agents to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agents and/or any Personnel, unless (and only to the extent that) such failure results in a forfeiture by the Indemnitor or material impairment of its substantive rights or defences or results in materially increased liability under this indemnity. The Indemnitor shall on behalf of itself and the Agents and/or any Personnel, as applicable, be entitled to (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Agents and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agents and/or any Personnel, acting reasonably, as applicable, and none of the Agents and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. The Agents and their Personnel shall have the right to appoint their own separate counsel at the Indemnitor's cost provided the Agents acts reasonably in selecting such counsel.

The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agents and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal

representatives of the Indemnitor, the Agents and any of their Personnel. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of this Agreement.

To the extent that a Purchaser would otherwise be covered by this indemnity, this Section 8.2 shall not apply to such Purchaser if it would cause the Offered Shares of such Purchaser to be “prescribed shares”, within the meaning of Section 6202.1 of the regulations to the Tax Act or sections 359.1R2 to 359.1R7 of the regulations to the Quebec Tax Act.

## 10. Expenses

10.1 The Company will pay all reasonable expenses and fees in connection with the Offering, including all fees and disbursements of its legal counsel, the Agents’ reasonable out-of-pocket expenses including, but not limited to, any advertising, printing, courier, telecommunications, data search, travel and other expenses incurred by the Agent, the reasonable fees, up to a maximum of \$75,000 and disbursements, of legal counsel to the Agents and any HST on the foregoing amounts (collectively, the “**Eligible Expenses**”).

10.2 Eligible Expenses incurred by the Agents, or on their behalf, shall be paid to the Agents on the Closing Date.

10.3 Eligible Expenses shall be reimbursed to the Agents by the Company whether or not the Offering is completed.

## 11. Advertisements

11.1 The Company acknowledges that the Agents shall have the right, subject always to Section 2.5, at their own expense, to place such advertisement or advertisements relating to the sale of the Offered Shares contemplated herein as the Agents may consider desirable or appropriate, and as may be permitted by applicable law, including Applicable Securities Laws. The Company and the Agents each agree that they will not make public 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 or registration requirements of applicable securities legislation in any of the provinces of Canada or any other jurisdiction in which the Offered Shares shall be offered and sold not being available.

## 12. Agents’ Fee

12.1 In consideration of the services to be rendered by the Agents in connection with the Offering, the Company shall pay to the Agents a cash fee (the “**Agents’ Fee**”) equal to 6.0% of the aggregate gross proceeds from sales of the Offered Shares under the Offering (other than in respect of sales to purchasers on a “president’s list” (the “**President’s List**”), in which case it shall be reduced to 3.0%). The President’s List shall be as agreed between the Lead Agent and the Company and shall be for a maximum of 10% of the number of Offered Shares sold under the Offering.

12.2 The Agents’ Fee shall be paid to the Agents on the Closing Date.

## 13. Agents’ Business

13.1 The Company acknowledges that the Agents may be engaged in securities trading and brokerage activities, and providing investment banking, investment management, financial and financial advisory services. In the ordinary course of their trading, brokerage, investment and asset management and financial activities, the Agents and their Affiliates may hold long or short positions, and may trade or otherwise effect

or recommend transactions, for their own account or the accounts of their customers, in debt or equity securities or loans of the Company or any other company that may be involved in any transaction with the Company. Each Agent and its Affiliates may also provide a broad range of normal course financial products and services to its customers (including, but not limited to banking, credit derivative, hedging and foreign exchange products and services), including companies that may be involved in any transaction with the Company.

#### 14. **Agents' Authority**

14.1 The Company 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 Agents by the Lead Agent and the Lead Agent shall represent the Agents and have authority to bind the Agents hereunder except in respect of a notice of termination pursuant to Section 7.3(c) or the exercise of the indemnity rights specified in Section 8.2 which shall require the action of the relevant Agent. Each of the Agents agrees that the Lead Agent have been authorized in such regard.

#### 15. **Syndication by the Agents.**

15.1 The Agents' obligations under this Agreement shall be several and not joint, nor joint and several, and the Agents' respective obligations and rights and benefits hereunder shall be as to the following percentages:

<b>Name of Agents</b>	<b>Syndicate Position</b>
Cormark Securities Inc.	97.0%
Echelon Wealth Partners Inc.	3.0%
	<hr style="width: 50%; margin-left: auto; margin-right: 0;"/> 100%

15.2 If an Agent shall not complete the sale of the Offered Shares which such Agent had agreed to sell hereunder for any reason whatsoever, the other Agents shall have the right, but shall not be obligated, to sell the Offered Shares which would otherwise have been sold by the defaulting Agent.

#### 16. **Survival of Warranties, Representations, Covenants and Agreements**

16.1 All representations, warranties, covenants (to the extent such covenants by their terms continue after the Closing) and agreements of the Company herein contained or contained in any documents delivered by the Company pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Agents or the Purchasers with respect thereto, shall continue in full force and effect for the benefit of the Agents for a period of 24 months following the Closing Date; provided that, (i) all representations, warranties and covenants related to tax or the Offered Shares shall continue in full force and effect for the benefit of the Agents for a period of 90 days following the expiration of the period, if any, during which an assessment, reassessment or other form of recognized document assessing liability for taxes under applicable tax legislation in respect of any taxation year to which those representations, warranties and covenants extend could be issued under the tax legislation, and (ii) the indemnity and contribution obligations under Section 8.2 shall continue in full force and effect indefinitely, subject only to applicable limitation periods prescribed by law. The representations, warranties, covenants and agreements of the Agents herein contained or contained in any documents delivered by the Agents pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing

and, notwithstanding such Closing or any investigation made by or on behalf of the Company with respect thereto, shall continue in full force and effect for the benefit of the Company, as applicable, for a period of 24 months following the Closing Date.

## 17. General Contract Provisions

17.1 **Notices.** Any notice or other communication to be given hereunder shall be in writing and shall be given by delivery or by email, as follows:

if to the Company:

QC Copper and Gold Inc.  
55 University Avenue, Suite 1805  
Toronto, Ontario M5J 2H7

Attention: Stephen Stewart  
Email: sstewart@orefinders.ca

with a copy (not to constitute notice) to:

DuMoulin Black LLP  
595 Howe Street 10<sup>th</sup> Floor  
Vancouver, BC V6C 2T5

Attention: Brian Lindsay  
Email: blindsay@dumoulinblack.com

or if to the Agents:

Cormark Securities Inc.  
200 Bay Street, Suite 1800  
Royal Bank Plaza, North Tower  
Toronto, Ontario M5J 2J2

Attention: Paul Nieznalski  
Email: pnienznalski@cormark.com

with a copy (not to constitute notice to the Agents) to:

Cassels Brock & Blackwell LLP  
2100 Scotia Plaza  
40 King Street West  
Toronto, Ontario M5H 3C2

Attention: Chad Accursi  
Email: caccursi@cassels.com

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or four hours after being electronically transmitted and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

17.2 **Singular and Plural, etc.** 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.

17.3 **No Fiduciary Duty.** The Company hereby acknowledges that the Agents are acting solely as agents in connection with the purchase and sale of the Offered Shares. The Company further acknowledges that the Agents are acting pursuant to a contractual relationship created solely by this Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agents act or be responsible as a fiduciary to the Company, its management, shareholders or creditors or any other person in connection with any activity that the Agents may undertake or have undertaken in furtherance of such purchase and sale of the Company's securities, either before or after the date hereof. The Agents hereby expressly disclaim any fiduciary or similar obligations to the Company, either in connection with the transactions contemplated by this Agreement or any matters leading up to such transactions, and the Company hereby confirms its understanding and agreement to that effect. The Company and the Agents agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Agents to the Company regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Company's securities, do not constitute advice or recommendations to the Company. The Company and the Agents agree that the Agents are acting solely as agents in connection with the Offering and not as an agent of or fiduciary of the Company and no Agent has assumed, and no Agent will assume, any advisory responsibility in favour of the Company with respect to the transactions contemplated hereby or the process leading thereto (irrespective of whether any Agent has advised or is currently advising the Company on other matters).

17.4 **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and supersedes any and all prior negotiations and understandings including, without limitation, the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.

17.5 **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.

17.6 **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company and the Agents and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein or in the Subscription Agreements, this Agreement shall not be assignable by any party without the written consent of the others.

17.7 **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.

17.8 **Time of the Essence.** Time shall be of the essence for all provisions of this Agreement.

17.9 **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 demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

17.10 **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.

17.11 **Counterparts, Facsimile and Email.** This Agreement may be executed and delivered by original facsimile or other electronic transmission in one or more counterparts which, together, shall constitute an original copy of this Agreement as of the date first noted above.

If this Agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Company, please communicate your acceptance by executing where indicated below.

Yours very truly,

**CORMARK SECURITIES INC.**

Per: (signed) "Tyron Breytenbach"  
Name: Tyron Breytenbach  
Title: Managing Director, Investment Banking

**ECHELON WEALTH PARTNERS INC.**

Per: (signed) "Jason Yeung"  
Name: Jason Yeung  
Title: Managing Director, Investment Banking

The foregoing accurately reflects the terms of the transaction which we are to enter into and such terms are agreed to with effect as of the date provided at the top of the first page of this Agreement.

**QC COPPER AND GOLD INC.**

Per: (signed) "Stephen Stewart"  
Authorized Signatory

## **SCHEDULE "A"**

### **CONVERTIBLE AND EXCHANGEABLE SECURITIES**

This is Schedule "A" to the Agency Agreement dated as of October 27, 2021 among QC Copper and Gold Inc., Cormark Securities Inc. and Echelon Wealth Partners Inc.

#### **1. Stock Options**

[Redacted: Commercially sensitive information]

#### **2. Common Share Purchase Warrants**

[Redacted: Commercially sensitive information]