

EQUITY DISTRIBUTION AGREEMENT

July 5, 2021

Outcrop Silver & Gold Corporation  
Suite 905 – 1111 West Hastings Street  
Vancouver, BC V6E 2J3

Ladies and Gentlemen:

**Re: ATM Distribution Plan of Outcrop Silver & Gold Corporation**

Research Capital Corporation (the “**Agent**”) understands that Outcrop Silver & Gold Corporation (the “**Corporation**”) proposes to offer Common Shares (as defined herein) having an aggregate offering price of up to \$5,000,000 (the “**Offered Shares**”) for sale to the public from time to time under the Prospectus (as defined herein) pursuant to “at-the-market distributions” within the meaning of NI 44-102 (as defined herein) during the period in which the Base Shelf Prospectus is effective, subject to earlier termination hereunder.

Subject to the terms and conditions hereof, the Agent hereby confirms that it is prepared to act as the exclusive agent of the Corporation to offer the Offered Shares.

The following are the terms and conditions of this Agreement:

**1. DEFINITIONS AND INTERPRETATION**

1.1 Definitions. In this Agreement (including the Schedules hereto), unless the context otherwise requires:

“**affiliate**” has the meaning given to it in the OSA;

“**Agent**” has the meaning given to it in the first paragraph of this Agreement;

“**Agent’s Counsel**” means McCarthy Tétrault LLP, counsel to the Agent, or any other counsel of the Agent from time to time;

“**Agreement**” means and refers to this equity distribution agreement between the Corporation and the Agent resulting from the mutual execution and delivery of this letter, and does not refer to any particular section, paragraph or other part of this equity distribution agreement;

“**ATM Distribution**” means a distribution of Offered Shares that constitutes an “at-the-market distribution” within the meaning of NI 44-102;

“**Auditors**” means Davidson & Company LLP, or any other auditors of the Corporation from time to time;

“**Authorized Representatives**” means, for a Party, the Designated Representatives of that Party who are identified in Schedule A hereto (as such Schedule A may be amended from time to time by any Party by notice to the other Party as provided herein, which amendment shall be effective upon each Party mutually agreeing in writing to an amended and restated form of Schedule A) as being the Authorized Representatives of that Party;

**“Corporation”** has the meaning given to it in the first paragraph of this Agreement;

**“Corporation Financial Statements”** means, collectively, the audited annual financial statements and unaudited interim financial statements of the Corporation that are filed on the Public Record and are included or incorporated (or deemed to be incorporated) by reference in the Prospectus, together with the notes thereto and, in the case of the audited annual financial statements, the Auditor’s report thereon;

**“Corporation’s Counsel”** means Farris LLP, counsel to the Corporation, or any other counsel of the Corporation from time to time;

**“Base Shelf Prospectus”** means the short form base shelf prospectus of the Corporation dated April 27, 2021, as amended or supplemented, filed in accordance with MI 11-102, NP 11-202 and NI 44-101 in the Qualifying Jurisdictions;

**“Bringdown Certificate”** has the meaning given to it in Section 9.3;

**“Business Day”** means any day on which the TSXV and commercial banks in Vancouver, British Columbia and Toronto, Ontario, are open for business;

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

**“Corporation Subsidiaries”** means the subsidiaries of the Corporation listed in Schedule “G” attached hereto;

**“Designated News Release”** has the meaning given thereto in Section 1.5;

**“Designated Representatives”** means, for a Party, the individuals from that Party identified as such in Schedule A hereto (as such Schedule A may be amended from time to time by any Party by notice to the other Party as provided herein, which amendment shall be effective upon each Party mutually agreeing in writing to an amended and restated form of Schedule A);

**“Enforceability Qualifications”** means that enforceability is subject to bankruptcy, insolvency and other similar Laws affecting creditors’ rights generally and to general principles of equity;

**“FCPA Legislation”** means all applicable foreign corrupt practice Laws, including the *Corruption of Foreign Public Officials Act* (Canada) and analogous provisions of the Columbian *Criminal Code and Anti-Bribery Statute*, and the United States *Foreign Corrupt Practices Act*;

**“Filing Date”** means the date on which the Prospectus Supplement is first filed with the Qualifying Authorities in accordance with Section 9.1(c);

**“Financial Information”** means, collectively, the Corporation Financial Statements and any related management’s discussion and analysis for the most recent period covered by the Corporation Financial Statements;

**“Governmental Authority”** means any governmental, regulatory or administrative authority, department, agency, commission, board, bureau, branch, official, panel, tribunal or other instrumentality, any crown corporation, any court or private arbitrator or arbitral tribunal and any other Person exercising any legislative, judicial, quasi-judicial, administrative, executive,

investigative (including police), regulatory, licensing or taxing authority or power, whether domestic or foreign;

“**IIROC**” means the Investment Industry Regulatory Organization of Canada (or any successor regulatory authority);

“**Initial Auditor Comfort Letter**” has the meaning given thereto in Section 9.2(b);

“**Knowledge**” means to the best of a Person’s knowledge, information and belief after due inquiry;

“**Lien**” means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, hypothec, pledge, title retention agreement, reservation of title, servitude, right of way, restrictive covenant, right of use or any matter capable of registration against title or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or the right to use or occupy property or assets;

“**Marketplace**” means any recognized Canadian “marketplace” as that term is defined in National Instrument 21-101 *Market Operation* upon which the Common Shares are listed, quoted or otherwise traded in a Qualifying Jurisdiction;

“**Material Adverse Effect**” means a material adverse effect on the business, affairs, operations, assets, liabilities or capital of the Corporation and its subsidiaries taken together;

“**material change**”, “**material fact**” and “**misrepresentation**” have the respective meanings given to them in the OSA;

“**MI 11-102**” means Multilateral Instrument 11-102 – *Passport System*;

“**NEOs**” has the meaning given to it in Form 51-102F6 Statement of Executive Compensation;

“**Net Proceeds**” has the meaning given thereto in Section 7.2;

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

“**NI 44-101**” means National Instrument 44-101 *Short Form Prospectus Distributions*;

“**NI 44-102**” means National Instrument 44-102 *Shelf Distributions*;

“**No Trade Period**” has the meaning given thereto in Section 4.8;

“**NP 11-202**” means National Policy 11-202 *Process for Prospectus Reviews in Multiple Jurisdictions*;

“**Offered Shares**” has the meaning given thereto in the first paragraph of this Agreement;

“**OSA**” means the *Securities Act* (Ontario);

**“Other Projects”** means the following projects in Colombia: (i) the Antares project, (ii) the Argelia project, (iii) the Cauca project, (iv) the Kuntur project, (v) the Lyra project, (vi) the Mallama project and (vii) the Oribella project, in each case as more particularly described in the Public Record;

**“Outstanding Convertible Securities”** means all options granted to or by the Corporation (whether put or call options), including options granted or proposed to be granted to officers, directors, employees or consultants, share purchase or acquisition rights or warrants and other convertible securities of the Corporation outstanding as at the date of this Agreement, whether issued pursuant to an established plan or otherwise;

**“Parties”** means the Corporation and the Agent, and **“Party”** means any one of them;

**“Passport Procedures”** means the procedures described under MI 11-102 and NP 11-202;

**“Passport System”** means the system and procedures for the filing of prospectuses and related materials in one or more Canadian jurisdictions pursuant to MI 11-102 adopted by the Qualifying Authorities (other than the Ontario Securities Commission) and NP 11-202;

**“pending”** means, with respect to a Placement Notice, the period beginning on the issuance of the written notice of suspension contemplated by Section 6.1 and ending on the earlier of (i) the issuance of a revised or new Placement Notice with respect to the intended or expected sale of Offered Shares relating to such written notice and (ii) delivery of written notice from the Corporation to the Agent indicating that the Corporation no longer intends or expects to initiate the sale of such Offered Shares;

**“Person”** includes an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

**“Placement”** means an issuance and sale of Offered Shares hereunder by the Corporation, acting through the Agent, as its agent, pursuant to an ATM Distribution;

**“Placement Fee”** has the meaning given thereto in Section 2.4;

**“Placement Notice”** has the meaning given thereto in Section 4.1;

**“Placement Shares”** has the meaning given thereto in Section 4.1;

**“Placement Time”** means each time at which Placement Shares are sold pursuant to a Placement Notice;

**“Prospectus”** means the Base Shelf Prospectus as supplemented by the Prospectus Supplement and any Supplementary Material (in the English language);

**“Prospectus Supplement”** means the shelf prospectus supplement (in the English language) to be filed in accordance with NI 44-102 and Securities Laws in respect of the distribution of the Offered Shares pursuant to the Shelf Procedures, the Passport Procedures and the provisions of this Agreement, and includes, from and after the Filing Date, any subsequent amendments thereto or amended, re-filed or amended and restated forms thereof;

**“Public Record”** means the Corporation’s prospectuses, prospectus supplements, annual reports, financial statements, annual information forms, management’s discussion and analysis, information circulars, material change reports, press releases and all other information or documents filed or otherwise publicly disseminated by the Corporation;

**“Qualifying Authorities”** means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

**“Qualifying Jurisdictions”** means each of the provinces and territories of Canada;

**“Representation Date”** has the meaning given thereto in Section 9.3;

**“Santa Ana Project”** means the Corporation’s Santa Ana silver-gold exploration project located in the municipality of Falan, Tolima Department, Colombia, as more particularly described in the Corporation’s Information Record;

**“Santa Ana Title Opinion”** means the title opinion in respect of the Santa Ana Project dated March 26, 2021 and addressed to the Agent (and its co-underwriter);

**“Securities Laws”** means, all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations and rules under such laws together with applicable published policy statements of the Qualifying Authorities;

**“SEDAR”** means the System for Electronic Data Analysis and Retrieval established under National Instrument 13-101 *System for Electronic Document Analysis and Retrieval*;

**“Settlement Date”** has the meaning given thereto in Section 7.1;

**“Settlement Procedures”** means those procedures relating to the issuance and delivery of Placement Shares and the payment of the Net Proceeds from the sale of such Placement Shares on each Settlement Date as mutually agreed to in writing by the Parties from time to time during the term of this Agreement;

**“Shelf Information”** means the information included in the Prospectus Supplement that is permitted under the Shelf Procedures to be omitted from the Base Shelf Prospectus for which receipts or other evidences of acceptance have been obtained but that is deemed under the Shelf Procedures to be incorporated by reference into the Base Shelf Prospectus as of the date of and by virtue of the Prospectus Supplement;

**“Shelf Procedures”** means the rules and procedures for shelf prospectuses established under NI 44-102;

**“subsidiary”** has the meaning given thereto in the OSA;

**“Supplementary Material”** means, collectively, (i) any amendment (including both an amendment that does not fully restate the original text and an amendment and restatement) to, and any documents or information incorporated by reference in, the Prospectus, and (ii) all supplemental, additional or ancillary material, information, reports, applications, statements or documents related to the Prospectus, and which are filed by or on behalf of the Corporation with, including any Designated News Release, any Qualifying Authority and accessible by the public on SEDAR from and after the Filing Date;

“**Tax Act**” means the *Income Tax Act* (Canada);

“**Trading Day**” means any day on which securities are purchased and sold on the TSXV;

“**Transfer Agent**” means Olympia Trust Company; and

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

- 1.2 The division of this Agreement into sections, paragraphs and clauses and the provision 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, paragraphs or clauses are to sections, paragraphs or clauses of this Agreement.
- 1.3 Words importing the singular number include the plural and *vice versa*; words importing gender shall include all genders.
- 1.4 References herein to any statute shall extend to and include orders-in-council or regulations passed under and pursuant to such statute, any amendment or re-enactment of such statute, orders-in-council or regulations, and any statute, orders-in-council or regulations substantially in replacement thereof.
- 1.5 Any reference herein to the Prospectus shall be deemed to refer to and include the documents incorporated, or deemed under Securities Laws to be incorporated, by reference therein as of the applicable date, including all Designated News Releases. As used herein, a “**Designated News Release**” means a news release disseminated by the Corporation in respect of previously undisclosed information that, in the Corporation’s determination, constitutes a “material fact” (as such term is defined in Securities Laws) and identified by the Corporation as a “designated news release” in writing on the face page of the version of such news release that is filed by the Corporation on SEDAR.
- 1.6 Wherever used herein, the word “**including**”, when following any statement, term or list, is not to be construed as limiting the statement, term or list to the specific items or matters set forth immediately following such word or to similar items or matters, and shall be construed as “including, without limitation”.
- 1.7 The words “**hereto**”, “**herein**”, “**hereby**”, “**hereunder**”, “**hereof**” and similar expressions mean and refer to this Agreement as a whole and not to any particular section, paragraph or other part of this Agreement.
- 1.8 Except as expressly set out in this Agreement, the computation of any period of time referred to in this Agreement shall exclude the first day and include the last day of such period. If the time limited for the performance or completion of any matter under this Agreement expires or falls on a day that is not a Business Day, the time so limited shall extend to the next following Business Day.
- 1.9 Appended hereto are the following schedules (which are incorporated into this Agreement by reference and are deemed to be a part hereof):

Schedule A – Designated Representatives and Authorized Representatives  
Schedule B – Placement Notice

Schedule C – Representations and Warranties of the Corporation  
Schedule D – Form of Officer’s Certificate  
Schedule E – Matters to be Addressed in Opinion of Corporation’s Counsel  
Schedule F – Indemnification and Contribution  
Schedule G – Corporation Subsidiaries  
Schedule H – Outstanding Convertible Securities  
Schedule I – Santa Ana Mineral Rights

## **2. APPOINTMENT OF AGENT**

- 2.1 The Corporation hereby appoints the Agent to act as its sole and exclusive agent with respect to the sale of the Offered Shares through the facilities of the TSXV or any other Marketplace pursuant to an ATM Distribution as provided herein, and the Agent hereby accept such appointment on the terms and conditions contained herein. Such appointment shall be on an exclusive basis during the term hereof, and the Corporation agrees that, during the term hereof, it will not appoint any other Person to act as the Corporation’s agent with respect to sales of Offered Shares through the facilities of the TSXV or any other Marketplace pursuant to an ATM Distribution. Nothing contained herein shall otherwise prohibit or restrict the Corporation from issuing securities or raising money in any manner other than through an ATM Distribution.
- 2.2 The Corporation acknowledges and agrees that the Agent and its affiliates may, to the extent permitted under Securities Laws and the rules of the TSXV and any other applicable Marketplace, purchase and sell securities of the Corporation for their own account while this Agreement is in effect; provided that: (i) the Corporation shall not be deemed to have authorized or consented to any such purchase or sale by the Agent or any of its affiliates; (ii) the Agent shall not, and no Person acting jointly or in concert with the Agent shall, over-allot Offered Shares in connection with the distribution of Offered Shares under an ATM Distribution or effect any other transactions that are intended to stabilize or maintain the market price of the Offered Shares in connection with such distribution; and (iii) the Agent and its affiliates shall not purchase and sell Common Shares for their own account under an ATM Distribution in a manner which could directly or indirectly result in a sale with lower Net Proceeds to the Corporation than otherwise available through the TSXV or any other Marketplace.
- 2.3 The Agent covenants and agrees that it will comply with all Laws (including Securities Laws) and requirements of the TSXV and any other applicable Marketplace applicable to it and necessary to be complied with by it in connection with the performance of its obligations hereunder. Neither the Agent nor any of its affiliates or any Person acting on their behalf will engage in any form of general solicitation or general advertising (each within the meaning of Regulation D as defined under United States securities laws). The Parties agree that no “marketing materials” or “standard term sheet” (both within the meaning of National Instrument 41-101 *General Prospectus Requirements*) shall be provided to any purchaser or prospective purchaser of Offered Shares in connection with a Placement or proposed Placement.
- 2.4 The amount of compensation to be paid by the Corporation to the Agent with respect to each Placement (including any incidental service of acting as financial advisor to the Corporation with respect to the terms of such Placement) shall be equal to 2.5% of the gross proceeds from any sale of Placement Shares pursuant to such Placement (the

“**Placement Fee**”), or such other percentage as may be agreed to by the Corporation and the Agent from time to time.

### **3. PERIODIC OFFERING OF SECURITIES**

- 3.1 Pursuant to the terms and conditions hereof and from time to time during the term hereof, the Corporation may, acting through the Agent, as agent of the Corporation, issue and sell the Offered Shares through the facilities of the TSXV or any other Marketplace in one or more transactions that constitute ATM Distributions in accordance with Securities Laws.
- 3.2 The issuance and sale of Offered Shares on the TSXV or other Marketplace pursuant to ATM Distributions will be made pursuant to the Prospectus filed with the Qualifying Authorities and Securities Laws.
- 3.3 The Corporation hereby consents to use by the Agent of copies of the Prospectus in connection with the offering and sale to the public of the Offered Shares on the TSXV or other Marketplace pursuant to ATM Distributions.
- 3.4 For clarity, nothing set forth in this Agreement shall be construed as a right of first refusal or similar right (or granting of any such right) to the Agent to participate as an agent, underwriter, broker, advisor or otherwise in any future financing of the Corporation.

### **4. INITIATING A PLACEMENT**

- 4.1 Each time that the Corporation wishes to effect a Placement, the Corporation will deliver a notice (a “**Placement Notice**”) to the Agent. Under no circumstances shall the Corporation deliver a Placement Notice if, after giving effect to the issuance of the Placement Shares requested to be issued under such Placement Notice, the aggregate sales price of securities distributed under the Base Shelf Prospectus would exceed the remaining capacity for the distribution of securities by the Corporation under the Base Shelf Prospectus.
- 4.2 Each Placement Notice will: (a) request that the Agent sell up to a specified dollar amount or a specified number of Offered Shares (the “**Placement Shares**”) pursuant to the terms and conditions hereof; and (b) specify any parameters in accordance with which the Corporation requires that the Placement Shares be sold (such as, for example, a minimum market price per Placement Share, the time period in which sales are to be made and/or specific dates on which the Placement Shares may not be sold). A Placement Notice shall also contain any updates, as the case may be, as provided in Section 8.1.
- 4.3 The form of Placement Notice shall be in the form set out in Schedule B hereto, as may be amended in writing by the Parties from time to time during the term of this Agreement. From and after such agreement being made, all Placement Notices shall be delivered in the agreed form until such time as the Parties may agree in writing to an amended or replacement form.
- 4.4 A Placement Notice shall:
  - (a) be signed by an Authorized Representative of the Corporation;

- (b) be addressed and sent by electronic mail (or such other method mutually agreed to in writing by the Corporation and the Agent) to each Designated Representative of the Agent; and
  - (c) be effective upon receipt by the Agent until the earlier of:
    - (i) the Designated Agent advising the Corporation, by electronic mail (or such other method mutually agreed to in writing by the Corporation and the Agent) addressed and sent to each of the Designated Representatives of the Corporation, that it declines, for any reason, in its sole discretion, to accept the terms of sale set forth in the Placement Notice;
    - (ii) the entire amount of the Placement Shares specified therein having been sold and all such sales having settled in accordance with the terms and conditions hereof;
    - (iii) the Corporation or the Agent suspending the sale (or further sale, as applicable) of the Placement Shares in accordance with Section 6;
    - (iv) the Agent receiving from the Corporation a subsequent Placement Notice with parameters that expressly supersede those contained in the earlier dated Placement Notice; or
    - (v) this Agreement being terminated pursuant to Section 13.
- 4.5 On receiving a Placement Notice, an Authorized Representative of the Agent shall promptly either:
- (a) notify the Corporation that the Agent declines to accept the Placement Notice pursuant to Section 4.4(c)(i); or
  - (b) acknowledge receipt thereof by signing the Placement Notice and returning a copy thereof to the Corporation by electronic mail (or such other method mutually agreed to in writing by the Corporation and the Agent) addressed and sent to each of the Designated Representatives of the Corporation. For all purposes hereof, and notwithstanding any other provision hereof, the Agent shall be deemed **not** to have received a Placement Notice unless receipt thereof shall have been so acknowledged by an Authorized Representative of the Agent.
- 4.6 The Parties acknowledge and agree that neither the Corporation nor the Agent shall have any obligation with respect to a Placement or any Placement Shares unless and until the Corporation delivers and the Agent acknowledges receipt of a Placement Notice pursuant to the terms set forth above, and then only upon the terms specified therein and herein.
- 4.7 A Placement Notice shall not contain any parameters that conflict with the provisions of this Agreement, Securities Laws or the Prospectus or that subject or purport to impose upon or subject the Agent to any obligations in addition to the Agent's obligations contained in this Agreement. In the event of a conflict between the terms of this Agreement and the terms of a Placement Notice with respect to an issuance and sale of Placement Shares, the terms of this Agreement shall prevail.

- 4.8 The Corporation covenants and agrees that: (a) each Placement Notice delivered by the Corporation to the Agent shall be deemed to be an affirmation that (i) the representations and warranties made by the Corporation in this Agreement and in any certificates provided pursuant hereto are true and correct as at the time the Placement Notice is issued and all such representations and warranties shall be deemed to have been made as at such time, except only to the extent that any such representation and warranty is, by its express terms, limited to a specific date, or otherwise qualified or clarified in the Placement Notice and (ii) the Corporation has complied with all covenants and agreements to be performed, and satisfied all conditions to be satisfied, by or on the part of the Corporation hereunder at or prior to the time the Placement Notice is issued; and (b) the Corporation shall not, during the time period (the “**No Trade Period**”) it has knowledge of a “material change” or “material fact” with respect to the Corporation which has not been generally disclosed, issue a Placement Notice until such No Trade Period ends either through a change in circumstances or a public announcement of such change or fact being made. At any time while a Placement Notice is pending or effective (and not currently suspended), the Corporation shall promptly notify the Agent of the commencement of a No Trade Period and the Corporation shall suspend any further sale of Placement Shares under the Placement Notice in accordance with Section 6.1 until the end of the No Trade Period.
- 4.9 The Corporation acknowledges and agrees that, in order to allow the Agent to conduct its “due diligence” investigations with respect to the Corporation as contemplated in Sections 9.1(h) and 9.1(i) in a timely and responsible manner, it will provide the Agent with at least three Business Days (or such lesser number of days as agreed to in writing by the Corporation and the Agent) notice in writing of any intent or expectation on the part of the Corporation to deliver a Placement Notice hereunder.

## **5. SALE OF PLACEMENT SHARES BY AGENT**

- 5.1 Subject to the terms and conditions set forth herein, upon a Placement Notice becoming effective in accordance with Section 4.4(c), the Agent, for the period(s) specified in the Placement Notice (subject to any No Trade Periods or other date specified in the Placement Notice on which Placement Shares may not be sold), will use its commercially reasonable efforts, consistent with its normal trading and sales practices, and in compliance with all applicable laws (including Securities Laws), all applicable IIROC dealer member rules and Universal Market Integrity Rules (including section 5.1 thereof), the applicable rules of the TSXV and any other applicable Marketplace, and upon the terms and conditions set forth in this Agreement and the Prospectus, to sell such Placement Shares up to the amount specified and otherwise in accordance with parameters set forth in the Placement Notice.
- 5.2 It is understood and agreed that the Agent shall act as the agent of the Corporation with respect to the sale of Offered Shares in accordance with the terms and conditions hereof, and is and will be under no obligation to purchase any such Offered Shares that may be offered for sale by the Corporation hereunder.
- 5.3 After consultation with the Corporation and subject to the terms of a Placement Notice, the Agent may sell the Placement Shares specified in the Placement Notice through the facilities of the TSXV or any other Marketplace by any method permitted by applicable Laws (including Securities Laws) and constituting an ATM Distribution, including sales made directly on the TSXV through a dealer that is a TSXV participating organization and sales made on any other Marketplace through a Marketplace participant.

- 5.4 The Agent will send by electronic mail (or such other method mutually agreed to in writing by the Corporation and the Agent) to the Designated Representatives of the Corporation, not later than 2:00 p.m. (Toronto time) on the Trading Day immediately following the Trading Day on which any sales of Placement Shares have been made hereunder, confirmation of the following information:
- (a) the number of Placement Shares sold on such day;
  - (b) the average price at which the Placement Shares were sold on such day;
  - (c) the aggregate gross proceeds from the sales of Placement Shares on such day;
  - (d) the total Placement Fee payable in respect of such sales; and
  - (e) the Net Proceeds payable to the Corporation.
- 5.5 As may be required pursuant to applicable Laws (including Securities Laws), the Corporation shall set forth in its applicable documents forming part of the Public Record, with regard to the applicable financial period, the number and average selling price of Placement Shares sold through the Agent under this Agreement, the total gross proceeds received by the Corporation, the Net Proceeds received by the Corporation, and the total Placement Fees paid or payable by the Corporation to the Agent, which may be combined with the related offering expenses (if the Corporation determines, in its sole discretion, that such combined disclosure is advisable or required) with respect to sales of Placement Shares pursuant to this Agreement. For so long as the Offered Shares are listed on the TSXV, the Corporation will provide the TSXV with all information it requires with respect to the Offered Shares within the timelines prescribed by the TSXV.
- 5.6 The Agent agrees to assist the Corporation with such periodic reporting as may be reasonably requested by the Corporation in respect of the sale of Placement Shares.
- 5.7 Notwithstanding anything to the contrary set forth in this Agreement or a Placement Notice, the Corporation acknowledges and agrees that (i) there can be no assurance that the Agent will be successful in selling any Placement Shares or as to the price at which any Placement Shares are sold, if at all, and (ii) the Agent will incur no liability or obligation to the Corporation or any other Person if it does not sell Placement Shares for any reason other than a failure by the Agent to use its commercially reasonable efforts consistent with its normal trading and sales practices, applicable Laws (including Securities Laws), all applicable IIROC dealer member rules and Universal Market Integrity Rules (including section 5.1 thereof), and the applicable rules of the TSXV or any other applicable Marketplace, to sell on behalf of the Corporation and as agent such Placement Shares as provided under this Section 5.

## **6. SUSPENSION OF SALES**

- 6.1 At any time while a Placement Notice is pending or effective (and not already suspended), the Corporation or the Agent may, and upon commencement of a No Trade Period the Corporation shall, by written notice to the other Party addressed and sent by electronic mail (or such other method mutually agreed to in writing by the Corporation and the Agent) to its Designated Representatives, temporarily or indefinitely suspend any sale or further sale of Placement Shares under a Placement Notice, which notice shall be effective

immediately, unless otherwise specified in the notice; provided, however, that any such suspension shall not affect any of the Corporation's or the Agent's obligations with respect to any Placement Shares sold hereunder prior to the receipt of such notice. Any such notice shall set out the duration of such suspension, provide that such suspension is indefinite until further notice is provided by such Party or provide that the Placement Notice is terminated and of no further effect. For greater certainty, in the event that the Agent is informed by the Corporation of the occurrence of one or more of the events described in Section 9.1(e), the Agent shall have the right to immediately suspend the sale of any Placement Shares pursuant to the Placement Notice or terminate the Placement Notice. For greater certainty, a Placement Notice may specify a period or periods during which Placement Shares may not be sold, and in such case the sale of Placement Shares under such Placement Notice shall be suspended during any such periods identified, and the Placement Notice itself shall constitute notice of the suspension(s) as contemplated above.

- 6.2 Without limiting the generality of the foregoing, any sale of Placement Shares made but not yet settled before a notice of suspension is given pursuant to Section 6.1 shall be settled in accordance with the provisions of Section 7, and the obligations of the Corporation and the Agent with respect to settling any such sale shall not be affected by the suspension.
- 6.3 Any notice of suspension provided pursuant to Section 6.1, including the reason for such notice of suspension, will be kept strictly confidential by the Corporation and the Agent and their respective affiliates and any Person acting on their behalf, unless: (i) such information is or becomes generally available to the public other than as a result of a disclosure by the Corporation or the Agent in violation of this Agreement; (ii) the disclosure of such information is expressly permitted, in writing, by the Party giving the notice pursuant to Section 6.1; or (iii) the disclosure of such information is required by applicable Laws (including Securities Laws) or by order of a Governmental Authority.

## 7. SETTLEMENT AND DELIVERY OF PLACEMENT SHARES

- 7.1 Unless otherwise specified in the applicable Placement Notice, settlement for any sale of Placement Shares on the TSXV or any other Marketplace shall occur on the second Trading Day (or such earlier day as is then current industry practice for regular-way trading) following the date on which the sale is made (each such Trading Day being a "**Settlement Date**").
- 7.2 The amount of proceeds to be delivered to the Corporation on a Settlement Date (the "**Net Proceeds**"), payable against receipt by the Agent of the Placement Shares sold as provided herein, shall be equal to the aggregate sales price received by the Agent at which such Placement Shares were sold, less the Placement Fee payable by the Corporation to the Agent in respect of such sales.
- 7.3 On each Settlement Date, the Corporation will issue and deliver (or cause to be issued and delivered) to the Agent the Placement Shares sold by the Agent against delivery by the Designated Agent to the Corporation of the Net Proceeds from the sale of such Placement Shares, all in accordance with the Settlement Procedures.
- 7.4 If the Corporation defaults in its obligation to issue and deliver (or cause to be issued and delivered) the Placement Shares on a Settlement Date, the Corporation agrees that:

- (a) in the event the Agent has delivered to the Corporation the Net Proceeds from the sales of the Placement Shares on the applicable Settlement Date in accordance with the Settlement Procedures prior to the occurrence of such default, the Corporation will immediately return the full amount of such Net Proceeds to the Agent; and
- (b) in addition to and in no way limiting the rights and obligations set forth in Schedule F hereto, it will (i) hold the Agent harmless against any loss, claim, damage, or expense (including reasonable legal fees and expenses), as incurred, arising out of or in connection with such default by the Corporation and (ii) pay to the Agent any Placement Fee to which they would otherwise have been entitled absent such default; provided, however, that without limiting Schedule F hereto, with respect to (ii) above, the Corporation shall not be obligated to pay the Agent any Placement Fee on any Placement Shares that it is not possible to settle due to: (A) a suspension or material limitation in trading in securities generally on the TSXV or any other Marketplace; (B) a material disruption in securities settlement or clearance services in Canada; or (C) a material failure by the Agent to comply with its obligations under the terms of this Agreement.

7.5 The Agent covenants and agrees to copy or otherwise include the Corporation on all correspondence between the Agent and the Transfer Agent in connection with or relating to the settlement (electronic or otherwise) of any sale of Placement Shares hereunder, and further shall be responsible for taking all actions required to be taken by it within the applicable time periods to ensure that all sales of Placement Shares hereunder are settled without default in accordance with existing industry practice for regular-way trading.

## **8. REPRESENTATIONS AND WARRANTIES OF THE CORPORATION**

8.1 The Corporation hereby represents and warrants to, and covenants and agrees with, the Agent that each of the matters set forth in Schedule C are and shall be true and correct (except only to the extent that any such representation and warranty is, by its express terms, limited to a specific date or, with respect to any such representation and warranty made or deemed to be made after the date hereof, as otherwise qualified or clarified in a Placement Notice) as of: (a) the date of this Agreement; (b) the Filing Date; (c) each Representation Date on which a Bringdown Certificate is required to be delivered pursuant to Section 9.3; (d) each time a Placement Notice is delivered to the Agent or a suspended Placement Notice ceases to be suspended; (e) each Placement Time; and (f) each Settlement Date, and acknowledges that the Agent is relying upon these representations and warranties in connection with entering into this Agreement and performing its obligations hereunder.

8.2 Notwithstanding any other provision hereof, the Corporation acknowledges and agrees that all of its representations, warranties, obligations and agreements contained herein or in certificates delivered pursuant hereto shall survive, as of their respective dates, regardless of, and without mitigation, diminishment or restriction because of: (a) any investigation made by or on behalf of the Agent, the Agent's Counsel or any directors, officers, employees, control persons, representatives or advisors of the Agent; (b) delivery and acceptance of Placement Shares and payment thereof; or (c) any termination of this Agreement.

## 9. COVENANTS OF THE CORPORATION

9.1 General. The Corporation covenants and agrees with the Agent that:

- (a) the Corporation has (i) prepared and filed with the British Columbia Securities Commission and the other Qualifying Authorities in accordance with the Shelf Procedures and the Passport Procedures, the Base Shelf Prospectus relating to the offering of up to \$100,000,000 aggregate initial offering price of Common Shares, warrants, subscription receipts, units and share purchase contracts, or any combination thereof (in the English languages) omitting the Shelf Information and other related documents relating to the proposed distribution of the Offered Shares, and (ii) obtained from the British Columbia Securities Commission, a receipt for the Base Shelf Prospectus for and on behalf of itself and each of the other Qualifying Authorities pursuant to MI 11-102, NP 11-202 and NI 44-101;
- (b) the Corporation will prepare, and allow the Agent to participate in the preparation and approve the form of, the Prospectus Supplement and all other documentation required to be filed, delivered or disseminated under Securities Laws for any Placement of Offered Shares, which Prospectus Supplement shall provide that any and all Designated News Releases shall be deemed to be incorporated by reference in the Base Shelf Prospectus;
- (c) the Corporation will file the Prospectus Supplement with the Qualifying Authorities (in English) in accordance with the Shelf Procedures and the Passport Procedures on or before the third Business Day following execution and delivery of this Agreement;
- (d) the Corporation will fulfill all legal and regulatory requirements (including pursuant to NI 44-102) to be fulfilled by the Corporation necessary to enable the Offered Shares to be offered for sale and distributed to the public through the facilities of the TSXV or any other Marketplace pursuant to ATM Distributions through a dealer duly registered under the Securities Laws, such that the Offered Shares so distributed will not be subject to any restrictions on resale pursuant to Securities Laws (except where such restrictions apply because the holder is a “control person” within the meaning of Securities Laws or is restricted from trading Common Shares by virtue of having knowledge of material undisclosed information concerning the Corporation); provided, however, that if the fulfillment of any such requirements would (or would reasonably be expected to) result in the Agent becoming subject to additional responsibilities or liabilities, then the Corporation shall first consult with the Agent as to the particulars of its proposed conduct or course of action (it being acknowledged and agreed, however, that for greater certainty, except as otherwise provided herein the Corporation shall have no obligation to confer with the Agent as to the content of documents prepared and filed or disseminated pursuant to its ongoing continuous disclosure requirements under Securities Laws which includes those types of documents incorporated by reference in the Base Shelf Prospectus or Prospectus Supplement);
- (e) the Corporation will, throughout any period during which a Placement Notice is pending or effective (and not suspended) and prior to the delivery of a new Placement Notice or a suspended Placement Notice ceasing to be suspended, promptly notify the Agent, in writing, with full particulars, of:

- (i) any change (actual, contemplated or threatened) in the business, affairs, condition (financial or otherwise), assets, property, liabilities (contingent or otherwise), operating results or capital of the Corporation and its subsidiaries;
- (ii) any change in any fact covered by a statement (other than a statement furnished by or relating solely to the Agent) contained or referred to in the Prospectus (as the same exists at the time); or
- (iii) any fact, event, matter or circumstance which has been discovered but has not been disclosed in the Prospectus;

which is, or may be, of such a nature as to render the Prospectus (as the same exists at the time) misleading or untrue in any material respect or which would result in the Prospectus (as the same exists at the time) containing a misrepresentation (including, for greater certainty, an omission to state a material fact that is required to be stated, or that is necessary to be stated in order for an included statement not to be misleading) or which would result in the Prospectus (as the same exists at the time) not complying with any of the laws, regulations or policy statements of any Qualifying Authority or which would reasonably be expected to have a significant effect on the market price or value of the Common Shares. In addition, during such period, the Corporation shall in good faith discuss with the Agent any change in circumstances (actual or anticipated) relating to the business, affairs, property, liabilities (contingent or otherwise), operating results or capital of the Corporation and its subsidiaries, if any, which is of such a nature that there is or could be reasonable doubt as to whether any notice need to be given to the Agent pursuant to this Section 9.1(e) and, in any event, prior to filing any Supplementary Material;

- (f) the Corporation will, for as long as access to or the delivery of a prospectus is required under Securities Laws in connection with the offering or sale of Offered Shares, if there is a change or occurrence of a nature referred to in any of clauses (i) through (iii) of Section 9.1(e) or if it is otherwise necessary for any other reason to amend or supplement the Prospectus in order to comply with Securities Laws, promptly prepare and, subject to Section 9.1(g), file with the Qualifying Authorities such Supplementary Material as may be necessary in the judgement of the Corporation (and the Corporation's Counsel), acting reasonably, to remedy the deficiency occasioned by the change or occurrence or to otherwise comply with Securities Laws;
- (g) throughout any period during which a Placement Notice is pending or effective: (a) the Corporation will (i) give the Agent notice of the Corporation's intention to file or prepare any Supplementary Material; (ii) furnish the Agent with a copy of the Supplementary Material within a reasonable amount of time prior to the proposed filing of same to allow the Agent to participate in the preparation and approve the form of the Supplementary Material; and (iii) promptly advise the Agent of the filing of (and, if applicable, granting of a receipt for) the Supplementary Material, and furnish the Agent with true and complete copies thereof (provided that the Corporation shall not be required to notify, furnish to or advise the Agent as set out in clauses (i), (ii) and (iii) in respect of documents incorporated by reference into the Prospectus if such documents are accessible on SEDAR other than

Designated News Releases and other documents incorporated by reference that would not be considered normal course documents); and (b) unless the Supplementary Material is required to be filed pursuant to the Corporation's continuous disclosure requirements under Securities Laws (which includes those types of documents incorporated by reference or deemed to be incorporated by reference in the Base Shelf Prospectus or Prospectus Supplement), the Corporation will not file or use any Supplementary Material to which the Agent or the Agent's Counsel reasonably objects;

- (h) the Corporation will allow the Agent and its representatives to conduct all "due diligence" inquiries and investigations that the Agent may reasonably require, and to obtain satisfactory responses and results therefrom, in order for the Agent to fulfill its obligations as an "underwriter" within the meaning of Securities Laws and to enable the Agent to responsibly sign any certificate required to be signed by the Agent in the Prospectus Supplement;
- (i) without limiting the generality of Section 9.1(h) or the scope of the inquiries and investigations that the Agent may conduct for the purposes set forth therein, from time to time during the term hereof in connection with the sale of Offered Shares hereunder, the Corporation will:
  - (i) provide or arrange for reasonable access by the Agent and its representatives during the Corporation's ordinary business hours to the management personnel (including its qualified person(s) for purposes of NI 43-101), properties and records of the Corporation for the purposes of viewing, interviewing or reviewing the same, provided that the Corporation shall be required to make available management personnel only by telephone or at the Corporation's principal offices; and
  - (ii) make available such senior officers of the Corporation as the Agent may reasonably request, and use its commercially reasonable efforts to make available representatives of the Auditors, Corporation's Counsel and authors of technical reports on any property material to the Corporation to answer any questions the Agent may have and to participate in one or more due diligence sessions, provided that if less than three months have elapsed since the last due diligence session, such due diligence session shall be in the nature of a "bring down" due diligence session, unless, in the sole judgment of the Agent, acting reasonably, a "full" due diligence session is required to answer the questions that the Agent has, and further provided that such senior officers of the Corporation shall not be required to attend formal oral due diligence sessions more than once per fiscal quarter in respect of this Agreement;
- (j) the Corporation will comply with all Securities Laws, so as to permit Placements as contemplated in this Agreement and the Prospectus;
- (k) throughout any period during which a Placement Notice is pending or effective, the Corporation will not take, directly or indirectly, any action designed to cause or result in, or that has constituted or might reasonably be expected to constitute, the stabilization, maintenance or manipulation of the price of the Common Shares;

- (l) the Corporation will file or deliver, within the time limits prescribed by and otherwise in accordance with Securities Laws, all statements, reports, circulars or other records required to be filed or delivered by the Corporation with or to any of the Qualifying Authorities (in English) pursuant to Securities Laws;
- (m) throughout any period during which a Placement Notice is pending or effective (and not suspended) and prior to the delivery of a new Placement Notice or a suspended Placement Notice ceasing to be suspended, the Corporation will promptly inform the Agent of: (i) any request by a Qualifying Authority or any other Governmental Authority for any Supplementary Material or any revision to any record forming part of the Public Record or for any additional information concerning this Agreement or the transactions contemplated hereby; (ii) the issuance by any Qualifying Authority or other Governmental Authority of any order, ruling or direction to cease, suspend or otherwise restrict the trading of the Common Shares or any other securities of the Corporation, or preventing, suspending or otherwise restricting the use of the Prospectus or any other prospectus or qualifying document relating to the distribution of Offered Shares, or suspending the qualification of Offered Shares for offering, distribution or resale in any jurisdiction, or of the initiation or, to the knowledge of the Corporation, threat of any proceeding for any such purpose; and (iii) the receipt of any communication from any Qualifying Authority or other Governmental Authority relating to the Prospectus, the Public Record or the distribution of Offered Shares;
- (n) in the event of the issuance of any order, ruling or direction contemplated in paragraph (m) above, the Corporation will promptly use its commercially reasonable efforts to obtain the termination or withdrawal of such order, ruling or direction;
- (o) the Corporation will apply the Net Proceeds from the sale of the Offered Shares as set forth in the Prospectus under the heading "Use of Proceeds";
- (p) the Corporation will comply with the terms and conditions of its listing agreement with the TSXV and any other applicable Marketplace and maintain the listing of the Common Shares in good standing on the TSXV and such other Marketplace or Marketplaces;
- (q) the Corporation will maintain a transfer agent for the Common Shares in accordance with the rules of the TSXV and any other Marketplace on which the Common Shares are listed or quoted;
- (r) the Corporation will not engage in, and will not permit any of its affiliates or any Person acting on its behalf to engage in any form of general solicitation or general advertising (each within the meaning of Regulation D as defined under United States securities laws);
- (s) the Corporation will use its commercially reasonable efforts to ensure that the terms of any underwriting agreement, agency agreement or similar agreement relating to the distribution or sale of the securities of the Corporation that is executed after the date of this Agreement does not limit or restrict the Corporation's ability to issue or sell Placement Shares in accordance with the terms of this Agreement; and

- (t) so long as the Corporation remains a “reporting issuer” under any of the Securities Laws, it will use its reasonable commercial efforts to comply with all required disclosure and filing obligations under the Securities Laws in order to maintain its status as a “reporting issuer” in good standing thereunder.

9.2 Initial Opinions and Comfort Letters. The Corporation shall deliver to the Agent, on the Filing Date, the following documents:

- (a) written opinions, addressed and in form and substance satisfactory to the Agent and the Agent’s Counsel, from the Corporation’s Counsel (or such other counsel, including local counsel as to matters involving the application of laws of jurisdictions other than those jurisdictions for which Corporation’s Counsel is qualified to practice law, determined by the Corporation and acceptable to the Agent, acting reasonably) concerning the matters set forth in Schedule E and as to such legal matters, including compliance with Securities Laws in any way connected with the issuance, sale and delivery of the Offered Shares, as the Agent may reasonably request, it being understood that in rendering such opinions Corporation’s Counsel may rely on, as to relevant matters of fact, certificates of officers of the Corporation, public officials, stock exchange officials and agencies, and the Corporation’s registrar and transfer agent; and
- (b) a “comfort letter” from the Auditors (the “**Initial Auditor Comfort Letter**”), having a cut-off date of not more than two Business Days prior to the Filing Date, in form and substance satisfactory to the Agent and the Agent’s Counsel, acting reasonably:
  - (i) confirming that at all material times they were independent of the Corporation within the meaning of Securities Laws; and
  - (ii) expressing, as of such date, the conclusions and findings of such Auditors with respect to the financial information and other matters ordinarily covered by accountants’ “comfort letters” to underwriters in connection with public offerings to the effect that such Auditors have carried out certain procedures performed for the purposes of comparing certain specified financial information and percentages appearing in the Prospectus (including, for greater certainty, the documents incorporated by reference therein) with indicated amounts in the financial statements or accounting records of the Corporation, and have found such information and percentages to be in agreement.

9.3 Bringdown Certificates. Without limiting Section 4.8, during the term of this Agreement, each time the Corporation files:

- (a) an amendment (including an amendment that does not fully restate the original text and an amendment and restatement) to the Base Shelf Prospectus or the Prospectus Supplement;
- (b) a material change report;

- (c) an annual information form, audited annual financial statements or annual management's discussion and analysis (or, in any case, any amendment thereto or an amended, re-filed or amended and restated form thereof); and
- (d) interim financial statements or management's discussion and analysis (or, in either case, any amendment thereto or an amended, re-filed or amended and restated form thereof);

(each date of filing of one or more of the documents referred to in paragraphs (a) through (d) above being a "**Representation Date**"), the Corporation shall deliver to the Agent a certificate, in the form attached hereto as Schedule D (a "**Bringdown Certificate**"); provided, however, that the requirement to provide a certificate under this Section 9.3 shall be deemed to be waived for any Representation Date occurring at a time at which no Placement Notice is pending or effective (including where a Placement Notice is suspended), which waiver shall continue until the earlier to occur of the date the Corporation delivers a Placement Notice hereunder or the suspension of a Placement Notice ceases (which for such calendar quarter shall be considered to be a Representation Date) and the next occurring Representation Date.

- 9.4 Further Comfort Letters. Within three Trading Days after each Representation Date with respect to which the Corporation is obligated to deliver a Bringdown Certificate and for which no waiver is applicable pursuant to Section 9.3, the Corporation shall cause to be delivered to the Agent a "comfort letter" dated as of the Representation Date from the Auditors having a cut-off date of not more than two Business Days prior to such date, in form and substance satisfactory to the Agent and the Agent's Counsel, acting reasonably:
- (a) confirming that at all material times they were independent of the Corporation within the meaning of Securities Laws; and
  - (b) with respect to financial information concerning the Corporation, updating the Initial Auditor Comfort Letter with any information that would have been included in the Initial Auditor Comfort Letter had such initial letter been given as of such Representation Date and modified as necessary to contemplate any Supplementary Material (other than any Supplementary Material superseded by a subsequently filed document).
- 9.5 Further Opinions. Within three Trading Days after each Representation Date (other than a Representation Date relating to a material change report in Section 9.3(b)) with respect to which the Corporation is obligated to deliver a Bringdown Certificate and for which no waiver is applicable pursuant to Section 9.3, the Corporation shall cause to be delivered, in respect of a Representation Date relating to an amendment in Section 9.3(a) only, an opinion similar to Section 9.2(a), dated as of the Representation Date, in form and substance reasonably satisfactory to the Agent and the Agent's Counsel, or, in lieu of such opinions, counsel last furnishing such opinion to the Agent may furnish the Agent with a letter to the effect that the Agent may rely on such last opinion to the same extent as though it was dated the date of such letter authorizing reliance (except the statements in such last opinion shall be deemed to relate to the Prospectus to the time of delivery of such letter authorizing reliance).
- 9.6 Time of Further Deliveries. Notwithstanding Sections 9.3, 9.4 and 9.5, if the Corporation decides to complete a Placement following a Representation Date in respect of which the

waiver provided in Section 9.3 applied, then, prior to or concurrently with delivering the Placement Notice to the Agent or an existing Placement Notice ceasing to be suspended, the Corporation shall deliver or cause to be delivered to the Agent, as applicable, the Bringdown Certificate contemplated in Section 9.3, any “comfort letters” as contemplated in Section 9.4 and any translation opinions as contemplated in Section 9.5, in each case dated as of the date of the Placement Notice or the date the existing Placement Notice ceases to be suspended and otherwise substituting the date of the Placement Notice or the date the existing Placement Notice ceases to be suspended for the “Representation Date” as that term is used in Section 9.3.

## **10. EXPENSES**

10.1 The Corporation agrees, whether or not the transactions contemplated hereunder are consummated or this Agreement is terminated in accordance with Section 13, to pay and be responsible for all expenses of or incidental to the performance of the Corporation’s obligations hereunder, including, but not limited to, expenses relating to:

- (a) the preparation, translation, filing and delivery of the Prospectus (including any Supplementary Material), including any filing fees payable to Qualifying Authorities or any other Governmental Authorities;
- (b) the preparation, issuance and delivery of Offered Shares;
- (c) the printing and delivery of any documents required hereunder to be delivered to or as directed by the Agent;
- (d) the fees, disbursements and expenses of the Corporation’s Counsel and of the Transfer Agent, Auditors and the Corporation’s other advisors;
- (e) the reasonable fees and disbursements of the Agent’s Counsel and all other reasonable out-of-pocket expenses of the Agent in relation to the Agreement and to the matters and transactions contemplated by the Agreement; and
- (f) the fees and expenses incurred in connection with the listing of the Offered Shares for trading on the TSXV and any other Marketplace on which the Common Shares are listed or quoted.

## **11. CONDITIONS TO AGENT’S OBLIGATIONS**

11.1 The obligations of the Agent hereunder with respect to a Placement (other than the obligations in Section 2.3) shall be subject to the completion by the Agent of a due diligence review satisfactory to the Agent in its sole and reasonable judgment, and to the continuing satisfaction (or waiver by the Agent in its sole discretion) of the following additional conditions:

- (a) the Prospectus Supplement shall not contain any misrepresentation and shall have been filed with the Qualifying Authorities under the Shelf Procedures and the Passport Procedures within the applicable time period prescribed for such filing and in accordance with Section 9.1(c) hereof and all requests for additional information on the part of the Qualifying Authorities shall have been complied with to the satisfaction of the Agent and the Agent’s Counsel, acting reasonably;

- (b) there shall have been no material change since the date of the Prospectus Supplement and no Supplementary Material (other than documents incorporated by reference and required to be filed pursuant to Securities Laws) shall have been filed to which the Agent, acting reasonably, objects;
- (c) at the Placement Time and at the Settlement Date for such Placement Shares, no order, ruling or direction of any Qualifying Authority or other Governmental Authority shall have been issued that has the effect of:
  - (i) ceasing, suspending or otherwise restricting the trading of such Placement Shares or any other securities of the Corporation,
  - (ii) preventing, suspending or otherwise restricting the use of the Prospectus or any other prospectus or qualifying document relating to the distribution of such Placement Shares, or
  - (iii) suspending the qualification of such Placement Shares for offering, distribution or resale in any jurisdiction,

and no proceedings for any such purpose shall have been initiated, announced or threatened;

- (d) all representations and warranties of the Corporation contained herein and in any certificates delivered pursuant hereto shall be true and correct, with the same force and effect as if then made, except to the extent that any such representation and warranty is limited to a specified date, and the Corporation shall have complied with all agreements and all conditions on its part theretofore to be performed or satisfied hereunder;
- (e) the Agent shall have received all documents required to be delivered or furnished to the Agent pursuant to Section 9, in each case on or before the date on which delivery of such document is required pursuant to this Agreement;
- (f) the Offered Shares shall have been conditionally approved for listing on the TSXV, the Agent shall have received evidence of the same in form and substance satisfactory to the Agent, acting reasonably and trading in the Common Shares shall not have been suspended on such market;
- (g) the Corporation shall have delivered or caused to be delivered to the Agent and the Agent's Counsel such other certificates or other documents as they may reasonably request for the purpose of enabling them to pass upon the issuance and sale of the Placement Shares as herein contemplated, or in order to evidence or confirm: (i) the accuracy of any of the representations or warranties contained herein; (ii) the fulfillment of any of the conditions contained herein; or (iii) the accuracy and completeness of any information contained in the Prospectus; and
- (h) there shall not have occurred any event, matter or circumstance that would permit the Agent to terminate this Agreement pursuant to Section 13.1.

## 12. INDEMNIFICATION AND CONTRIBUTION

The Parties acknowledge the provisions concerning indemnification and contribution set forth in Schedule F, which forms an integral part of this Agreement, and agree to the matters set forth therein.

## 13. TERMINATION

13.1 In addition to any other remedies that may be available to the Agent, the Agent shall be entitled, at its option and at any time, on notice to the Corporation as provided in Section 14, without liability on its part, to terminate and cancel its participation in this Agreement and its obligations hereunder if:

- (a) there has occurred a Material Adverse Effect, or any event, matter, circumstance, development or change in fact or law has arisen, occurred or come into effect or existence that, in the opinion of such Agent, has had or may reasonably be expected to have a Material Adverse Effect;
- (b) the Corporation is in breach of, default under or non-compliance with any material covenant, agreement, representation, warranty, term or condition contained in this Agreement or in any certificate or document delivered pursuant hereto;
- (c) any condition to the Agent's obligations hereunder is not fulfilled;
- (d) the Agent is not satisfied, in its sole discretion, acting reasonably, with the results of its "due diligence" review as contemplated herein;
- (e) there shall be announced or there shall develop, occur or come into effect or existence any: (i) event, action, state, condition or major financial occurrence of national or international consequence; (ii) outbreak or escalation of hostilities, declaration by the United States or Canada (or any other country of relevance to the Corporation, any Corporation Subsidiary or any of the property in which any of them has a direct or indirect economic interest) of a national emergency or war, terrorism or other calamity or crisis including in respect of a pandemic; (iii) change or development involving a prospective change in national or international political, financial or economic conditions including in relation to a pandemic; or (iv) governmental action or Law, regulation or policy of a Governmental Authority or any change of Law, or the interpretation or administration thereof, the effect of which on financial markets in any such case makes it, in the sole judgment of the Agent, acting reasonably, impractical or inadvisable to proceed with the offering, sale or delivery of the Offered Shares;
- (f) any inquiry, investigation, legal action or other proceeding (whether formal or informal) by or before a Governmental Authority in respect of the Corporation or any subsidiary thereof has commenced or been announced or threatened, or any order, ruling or direction of a Governmental Authority has been issued, which make it, in the sole judgment of the Agent, acting reasonably, impractical or inadvisable to proceed with the offering, sale or delivery of the Offered Shares; or
- (g) any suspension or limitation of trading in the Common Shares or in securities generally on the TSXV or any other Marketplace on which the Common Shares

are listed at the time, or in respect of the settlement or clearance thereof, has occurred.

- 13.2 In addition to any other remedies that may be available to the Corporation, the Corporation shall be entitled, at its option and at any time, on notice to the Agent as provided in Section 14, without liability on its part, to terminate and cancel this Agreement and its obligations hereunder if the Agent shall be in breach of, default under or noncompliance with any material covenant, agreement, representation, warranty, term or condition contained in this Agreement or in any certificate or document delivered pursuant hereto.
- 13.3 Upon 15 days prior written notice to the other Party, at any time in its sole discretion, either Party shall have the right to terminate and cancel this Agreement and its obligations hereunder.
- 13.4 Any termination pursuant to Section 13.1, Section 13.2 or Section 13.3 shall be:
- (a) effective at the close of business on the later of: (i) the date of receipt by the non-terminating Party of the notice of termination or, in the case of Section 13.3, the 15th day following receipt of any notice of termination; and (ii) the Settlement Date for any sale of Placement Shares made before the date of receipt of notice of termination that has not settled (in which case, for greater certainty, such sale of Placement Shares shall settle in accordance with the provisions of this Agreement); and
  - (b) without liability of any Party to any other Party,
- provided that no termination of this Agreement shall relieve any Party from liability for any breach by it of this Agreement that has occurred prior to the effective date of termination.
- 13.5 Unless earlier terminated pursuant to Section 13.1, Section 13.2 or Section 13.3 or otherwise by mutual agreement of the Parties, this Agreement shall automatically terminate upon the earlier of the date on which:
- (a) the issuance and sale of all of the Offered Shares through the Agent on the terms and conditions set forth herein is completed; and
  - (b) the receipt issued for the Base Shelf Prospectus ceases to be effective in accordance with Securities Laws.
- 13.6 Notwithstanding any other provision hereof, and despite anything to the contrary contained herein (express or implied), the provisions of Section 8, Section 10, Section 12, Section 14 and Section 16 shall remain in full force and effect notwithstanding termination of this Agreement or any Party's obligations hereunder, and any mutual agreement to terminate shall be deemed to so provide.

#### **14. NOTICES**

- 14.1 Unless otherwise provided herein, all notices or other communications required or permitted to be given under this Agreement shall be in writing and personally delivered or transmitted by electronic mail as follows:

If to the Corporation, addressed and sent to:

Outcrop Silver & Gold Corporation  
Suite 905 – 1111 West Hastings Street  
Vancouver, BC V6E 2J3

Attention: Joseph Hebert, President, CEO & Director  
Electronic Mail: hebert@outcropgoldcorp.com

and with a copy to the Corporation's Counsel:

Farris LLP  
700 W. Georgia Street, Suite 2500  
Vancouver, British Columbia V7Y 1B3

Attention: Denise Nawata  
Electronic Mail: dnawata@farris.com

If to the Agent, addressed and sent to:

Research Capital Corporation  
199 Bay Street, Suite 4500  
Commerce Court West  
Toronto, Ontario M5C 1G2

Attention: David Greifenberger  
Electronic Mail: dgreifenberger@researchcapital.com

with a copy to the Agent's Counsel:

McCarthy Tétrault LLP  
Suite 5300, TD Bank Tower  
Box 48, 66 Wellington Street West  
Toronto, ON M5K 1E6

Attention: Gary Litwack  
Electronic Mail: glitwack@mccarthy.ca

or to such other address for delivery or electronic mail address as a Party may otherwise designate by giving notice to the other Party as provided herein.

- 14.2 Any such notice or other communication delivered personally in accordance with Section 14.1 shall be deemed to have been given and received by the addressee: (i) when actually delivered, if so delivered during the addressee's normal business hours on any Business Day; or (ii) at the commencement of the first Business Day following the actual time of delivery, if not so delivered on a Business Day or during the addressee's normal business hours.
- 14.3 Any such notice or other communication transmitted by electronic mail in accordance with Section 14.1 shall be deemed to have been given and received by the addressee: (i) when transmitted by the transmitting Party, if so transmitted during the addressee's normal

business hours on any Business Day; or (ii) at the commencement of the first Business Day following the time of transmission, if not so transmitted on a Business Day or during the addressee's normal business hours; provided, however, that in the case of a transmission by electronic mail, the addressee shall have confirmed receipt by return electronic mail transmission, which the Parties hereto agree to do so as soon as is reasonably practicable upon receipt of any notice or other communication by electronic mail.

## **15. SUCCESSORS AND ASSIGNS**

- 15.1 This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns, and with respect to rights of indemnity and contribution as provided in Schedule F, the Indemnified Parties contemplated therein.
- 15.2 References herein to any of the Parties named in this Agreement shall be deemed to include the successors and permitted assigns of such Party.
- 15.3 Except as expressly provided in Schedule F, nothing in this Agreement (express or implied) is intended to confer upon any Person other than the Parties and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.
- 15.4 No Party may assign its rights or obligations under this Agreement without the prior written consent of the other Party.

## **16. GOVERNING LAW, ETC.**

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.
- 16.2 Each of the Parties hereby agrees that: (i) any action or proceeding relating to this Agreement may (but need not) be brought in any court of competent jurisdiction in the Province of British Columbia, and for that purpose now irrevocably and unconditionally attorns and submits to the non-exclusive jurisdiction of such courts; (ii) it irrevocably waives any right to, and will not, oppose any such British Columbia action or proceeding on any jurisdictional basis, including forum non conveniens; and (iii) it will not oppose the enforcement against it in any other jurisdiction of any judgment or order duly obtained from an British Columbia court as contemplated by this Section 16.

## **17. RELATIONSHIP BETWEEN THE PARTIES**

- 17.1 The Corporation acknowledges and agrees that, subject to Section 2.2:
  - (a) the Agent has been retained solely to act as underwriter (as that term is defined in the OSA), as agent and not as principal, in connection with the sale of the Offered Shares, and that no fiduciary relationship between the Corporation and the Agent has been created in respect of any of the transactions contemplated by this Agreement, irrespective of whether the Agent has advised or is advising the Corporation on other matters;

- (b) the Corporation is capable of evaluating and understanding and does understand and accept the terms, risks and conditions of the transactions contemplated by this Agreement;
  - (c) the Corporation has been advised that the Agent and its affiliates are engaged in a broad range of transactions which may involve interests that differ from those of the Corporation, and that the Agent has no obligation to disclose such interests and transactions to the Corporation by virtue of any fiduciary relationship; and
  - (d) it waives, to the fullest extent permitted by law, any claims it may have against the Agent for breach of fiduciary duty or alleged breach of fiduciary duty, and agrees that the Agent shall not have liability (whether direct or indirect) to it in respect of any such claim or to any Person asserting a fiduciary duty claim on behalf of or in right of the Corporation, including securityholders, employees or creditors of the Corporation.
- 17.2 This Agreement is not intended to create, and shall not be construed or deemed to create, a partnership or joint venture between the Parties.

## **18. FORCE MAJEURE**

- 18.1 No Party shall be liable to the other, or held in breach of this Agreement, if prevented, hindered or delayed in the performance or observance of any provision contained herein by reason of an act of a Force Majeure. Performance times under this Agreement shall be extended for a period of time equivalent to the time lost because of any delay that is excusable under this Section 18.
- 18.2 For the purposes of this Agreement, “**Force Majeure**” shall mean an event, condition or circumstance (and the effect thereof, including mechanical, electronic or communication interruptions, disruptions or failures resulting from any of the foregoing) that is not within the reasonable control of the Party claiming a Force Majeure and which, notwithstanding the exercise of commercially reasonable efforts to prevent such event, condition or circumstance or mitigate the effect thereof (which each Party hereby covenants to exercise), the Party claiming a Force Majeure is unable to prevent or mitigate the effect thereof, and which thus causes a delay or disruption in the performance of any obligation imposed on such Party hereunder. Subject to the foregoing, such events of Force Majeure shall include strikes, lock-outs, work stoppages, work slow-downs, industrial disturbances, storms, fires, floods, landslides, snowslides, earthquakes, explosions, lightning, tempest, accidents, epidemics, acts of war (whether declared or undeclared), threats of war, actions of terrorists, blockades, riots, insurrections, civil commotions, public demonstrations, revolution, sabotage or vandalism, pandemics, acts of God, any laws, rules, regulations, orders, directives, restraints or other actions issued, imposed or taken by any Governmental Authority following the execution and delivery of this Agreement, and inability to obtain, maintain or renew or delay in obtaining, maintaining or renewing necessary permits or approvals (after using reasonable commercial efforts to do so) following the execution and delivery of this Agreement, or any cause similar to any of the foregoing; provided, however, that a Party’s own lack of funds or other financial problems shall in no event constitute Force Majeure in respect of such Party.

## 19. GENERAL

- 19.1 The parties acknowledge and agree that all Common Share-related numbers contained in this Agreement shall be adjusted to take into account any stock split, stock dividend or similar event effected with respect to the Common Shares.
- 19.2 Except as required by law or the rules of the TSXV (which the Parties acknowledge will, among other things, require this Agreement to be filed on SEDAR by the Corporation and a press release regarding this Agreement to be issued by the Corporation), no public announcement or press release concerning this Agreement or the subject matter hereof may be made by a Party without the prior consent and approval of the other Party, which consent and approval shall not be unreasonably withheld or delayed.
- 19.3 This Agreement (including all schedules attached hereto), any Placement Notices issued pursuant hereto and any Settlement Procedures agreed to by the Parties constitutes the entire agreement between the Parties concerning the subject matter hereof, and supersedes all other prior and contemporaneous agreements, understandings, negotiations and undertakings (both written and oral) between the Parties concerning the subject matter hereof.
- 19.4 No amendment to this Agreement shall be valid or binding unless set forth in writing and executed by the Parties. No waiver of any breach of any provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same and, unless otherwise provided, will be limited to the specific breach waived.
- 19.5 If any one or more of the provisions hereof, or the application thereof in any circumstance, is held invalid, illegal or unenforceable as determined by a court of competent jurisdiction, then such provision shall be given full force and effect to the fullest possible extent that it is valid, legal and enforceable, and the remainder of the provisions hereof shall be construed as if such invalid, illegal or unenforceable provision was not and had never been contained herein, but only to the extent that giving effect to such provision and the remainder of the terms and provisions hereof shall be in accordance with the intent of the Parties as reflected in this Agreement.
- 19.6 Without limiting Section 19.5, if one or more of the provisions hereof conflicts with any legal or regulatory requirement to which this Agreement and the relationship of the Parties hereunder are properly subject, then such legal or regulatory requirement shall prevail and the Parties shall forthwith meet and negotiate in good faith the manner in which this Agreement shall be deemed to be amended to the extent required to eliminate any such conflict.
- 19.7 The rights and remedies of the Parties hereunder are cumulative and are in addition to, and not in substitution for, any other rights and remedies available at law or in equity or otherwise. No single or partial exercise by a Party of any right or remedy precludes or otherwise affects the exercise of any other right or remedy to which that Party shall be entitled.
- 19.8 Each Party shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other Party may reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

19.9 Time shall be of the essence of this Agreement.

19.10 This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of an executed Agreement by one Party to the others may be made by electronic transmission.

*[Remainder of page intentionally left blank]*

If the foregoing correctly sets forth the understanding between the Parties, please confirm your acceptance and agreement by executing a copy of this letter in the space provided below for that purpose and delivering the same to the Agent, whereupon this letter shall constitute a binding agreement between the Parties.

Yours truly,

**RESEARCH CAPITAL CORPORATION**

By: "David Greifenberger"

Name: David Greifenberger

Title: Managing Director

THE FOREGOING IS ACCEPTED AND AGREED as of the date first above written.

**OUTCROP SILVER & GOLD CORPORATION**

By: "Joseph P. Hebert"

Name: Joseph P. Hebert

Title: CEO and President

By: "Ian Slater"

Name: Ian Slater

Title: Chairman

## SCHEDULE A

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### DESIGNATED REPRESENTATIVES AND AUTHORIZED REPRESENTATIVES

The Designated Representatives and Authorized Representatives of the Corporation are as follows:

<b>Name and Office/Title</b>	<b>Email Address</b>	<b>Telephone Number</b>
Ian Slater, Executive Chairman	slater@slater.group	604 614 7897
Judy McCall, Corporate Secretary	mccall@slater.group	778 372 2553
Joseph Hebert, CEO	hebert@outcropsilverandgold.com	775 340 0450

The Designated Representatives and Authorized Representatives of the Agent are as follows:

<b>Name and Office/Title</b>	<b>Email Address</b>	<b>Telephone Number</b>
David Keating, Managing Director, Head of Equity Capital Markets, Co-Head of Capital Markets	<a href="mailto:dkeating@researchcapital.com">dkeating@researchcapital.com</a>	(416) 860-8643
David Greifenberger, Managing Director, Investment Banking	<a href="mailto:dgreifenberger@researchcapital.com">dgreifenberger@researchcapital.com</a>	(416) 860-7614

**SCHEDULE B**

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**FORM OF PLACEMENT NOTICE**

FROM: Outcrop Silver & Gold Corporation (the “**Corporation**”)  
Attn: Joseph Hebert, President & CEO

TO: Research Capital Corporation (the “**Agent**”)  
**[Designated Representatives]**

DATE: ●

SUBJECT: Placement Notice No. ●

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Reference is made herein to the Equity Distribution Agreement dated July 5, 2021 (the “**Equity Distribution Agreement**”) between the Corporation and the Agent. Unless otherwise defined herein, all capitalized terms referred to in this Placement Notice shall have the meanings attributed to them in the Equity Distribution Agreement.

**Trading Instructions**

Pursuant to the terms and subject to the conditions contained in the Equity Distribution Agreement, the undersigned hereby requests, as a duly appointed Authorized Representative of the Corporation, that the Agent sell Placement Shares, as agent of the Corporation, in accordance with the following trading instructions (if any of the following trading instructions are not applicable, specify “N/A”):

Quantity

Maximum number of Placement Shares to be sold ..... ●

Total number of Common Shares outstanding on the date of this Placement Notice ..... ●

Maximum number of Placement Shares that may be sold on any one Trading Day..... **[N/A]**

Price

Minimum Market Price per Placement Share to be Sold..... A price determined on a moment-to-moment basis in accordance with instructions from the Corporation

Maximum Aggregate Gross Proceeds to be Realized so as to Not Exceed the Remaining Capacity under the Base Shelf Prospectus ..... \$●

Permitted Trading Days

First permitted Trading Day of trading ..... •

Last permitted Trading Day of trading ..... •

Specific dates on which Placement Shares may not be sold: **[N/A]**

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Other trading instructions: **[N/A]**

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**Other Terms Applicable to this Placement Notice**

Upon receiving this Placement Notice, an Authorized Representative of the Agent will acknowledge receipt hereof by signing this Placement Notice and returning a copy hereof to the Corporation by electronic mail addressed and sent to the Designated Representatives of the Corporation. For all purposes hereof, the Agent will be deemed **not** to have received this Placement Notice unless receipt hereof shall have been so acknowledged by an Authorized Representative of the Agent.

This Placement Notice is effective upon receipt by the Agent until such time as provided in Section 4.4(c) of the Equity Distribution Agreement.

This Placement Notice shall not contain any parameters that conflict with the provisions of the Equity Distribution Agreement or that subject or purport to impose upon or subject the Agent to any obligations in addition to the Agent's obligations contained in the Equity Distribution Agreement. In the event of a conflict between the terms of the Equity Distribution Agreement and the terms of this Placement Notice with respect to an issuance and sale of Placement Shares, the terms of the Equity Distribution Agreement shall prevail.

The Corporation covenants and agrees that the delivery of this Placement Notice by or on behalf of the Corporation to the Agent shall be deemed to be an affirmation that: (i) the representations and warranties made by the Corporation in the Equity Distribution Agreement and in any certificates provided pursuant thereto are true and correct as at the time this Placement Notice is issued, except only to the extent that any such representation and warranty is, by its express terms, limited to a specific date, or as expressly disclosed in an appendix to this Placement Notice; and (ii) the Corporation has complied with all covenants and agreements to be performed, and satisfied all conditions to be satisfied, by or on the part of the Corporation under the Equity Distribution Agreement at or prior to the time this Placement Notice is issued.

[Remainder of page intentionally blank]

**OUTCROP SILVER & GOLD CORPORATION**

Per: \_\_\_\_\_

Name: Joseph Hebert

Title: President & CEO

E-mail Address: [hebert@outcropsilverandgold.com](mailto:hebert@outcropsilverandgold.com)

Telephone Number (Direct): 775-340-0450

Acknowledged and accepted this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_:

**RESEARCH CAPITAL CORPORATION**

Per: \_\_\_\_\_

Name: [●]

Title: [●]

E-mail Address: [●]

Telephone Number (Direct): [●]

Telephone Number (Cell): [●]

## SCHEDULE C

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### REPRESENTATIONS AND WARRANTIES OF THE CORPORATION

The Corporation hereby represents, warrants and covenants to and with the Agent, and acknowledges that the Agent is relying upon such representations and warranties in acting as agent for the Placement of Offered Shares, that:

(a) *Good Standing of the Corporation.* The Corporation has been duly incorporated and is validly existing under the *Business Corporations Act* (British Columbia) and is current and up to date with all filings required to be made by it, and has all requisite corporate power and authority to carry on its business as currently conducted, and to own, lease and operate its properties and assets and to carry out the transactions contemplated by this Agreement and carrying out the obligations hereunder, and has all requisite corporate power to carry on its business as presently proposed to be conducted by it. The Corporation is duly qualified or authorized to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business.

(b) *Subsidiaries.* Other than the Corporation Subsidiaries, the Corporation has no other subsidiaries. The Corporation beneficially owns, directly or indirectly, the percentages indicated in Schedule "G" hereto of the issued and outstanding shares in the capital of the Corporation Subsidiaries free and clear of all Liens of any kind whatsoever other than as adequately disclosed in the Public Record, all of such shares have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares (or the equivalent legal concept in another jurisdiction), and no Person has any right, agreement or option for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Corporation Subsidiaries or any other security convertible into or exchangeable for any such shares. Each of the Corporation Subsidiaries has been duly incorporated and is validly existing under the Laws of its jurisdiction of incorporation and has all requisite corporate power, capacity and authority to own, lease and operate, as applicable, its properties, permits and assets and conduct its business as currently conducted, and has all requisite corporate power to conduct its business as presently proposed to be conducted by it, and to the knowledge of the Corporation, each of the Corporation Subsidiaries is current with all material filings required to be made under its jurisdiction of incorporation and all other jurisdictions in which it exists or carries on any material business.

(c) *Share Capital of the Corporation.* As of the date hereof, the authorized share capital of the Corporation consists of an unlimited number of Common Shares. As of the date hereof, 132,148,953 Common Shares (and no other shares) are issued and outstanding (and such Common Shares have been issued as fully paid and non-assessable shares), provided that there have been no exercise of any warrants listed in Schedule "H" on the date hereof. As of the date hereof, other than as described in Schedule "H" to this Agreement and other than pursuant to this Agreement, there are no Outstanding Convertible Securities of the Corporation or any Corporation Subsidiary.

(d) *Authorization.* The Corporation has full corporate power and authority to issue the Offered Shares. The Offered Shares, when issued (upon receipt by the Corporation of the full consideration therefor) will have been duly and validly issued, as fully paid and non-assessable Common Shares.

(e) *Absence of Rights.* Except as otherwise disclosed in the Public Record, there is no right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued Common Shares or any other agreement or option, for the issue or allotment of any unissued Common Shares or any other security convertible into or exchangeable for any Common Shares or to require the Corporation to purchase, redeem or otherwise acquire any of the issued and outstanding Common Shares.

(f) *Financial Information.* The Financial Information:

(i) presents fairly, in all material respects, the consolidated financial position of the Corporation, and the consolidated results of its operations and its cash flows, for the periods specified in such Financial Information;

(ii) conforms with International Financial Reporting Standards applicable in Canada (“IFRS”); and

(iii) does not contain any untrue statement of a material fact or omit to state a material fact required to be stated or that is necessary to make a statement not misleading in light of the circumstances under which it was made, with respect to any period covered by the Financial Information.

(g) *Off Balance Sheet.* The Corporation has not engaged in any “off balance sheet” or similar financing.

(h) *Liabilities.* To the Corporation’s knowledge, neither the Corporation nor any of the Corporation Subsidiaries has any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not otherwise disclosed or referred to in the Financial Information, other than liabilities, obligations or indebtedness or commitments incurred after the last period covered by the Financial Information in the normal course of business and which would not reasonably be expected to have a Material Adverse Effect.

(i) *Non-Contravention.* Neither the Corporation nor any Corporation Subsidiary is in violation of its constituting documents. None of the execution, delivery and performance of this Agreement or the consummation of the transactions contemplated herein, including the issue of the Offered Shares, does or will:

(i) subject to compliance by the Agent with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any Governmental Authority or other Person, except:

(A) such as have been obtained, or

(B) such as may be required under the Securities Laws and the policies of the TSXV and will be obtained by the relevant Placement Time, as applicable; or

(ii) conflict with, or result in any violation or breach of, or default (with or without notice or lapse of time, or both) under, or give rise to a right of termination, cancellation or acceleration of any obligation or to the loss of or Lien upon any of the consolidated properties or assets of the Corporation under any provision of:

(A) the constating documents of the Corporation or the comparable organizational documents of any Corporation Subsidiary, or

(B) subject to the filings and other matters referred to in the immediately following sentence:

i) any Contract to which the Corporation or any Corporation Subsidiary is a party or by which any of their respective properties or assets are bound;

ii) any Law applicable to the Corporation or any Corporation Subsidiary or any of their respective properties or assets; or

iii) any authorization held or obtained by the Corporation or any Corporation Subsidiary or in which any of them has an economic interest,

other than any such conflicts, violations, defaults, rights, losses or Liens that would not, in any case of (i) or (ii) above, individually or in the aggregate, reasonably be expected to have a Material Adverse Effect.

(j) *Independent Accountants.* The accountants who reported on the Financial Information are independent with respect to the Corporation within the meaning of Securities Laws. There has been no reportable event (within the meaning of National Instrument 51-102 *Continuous Disclosure Obligations*) with the current auditors or any former auditors (if any) of the Corporation.

(k) *Material Assets.* The Corporation is, directly or indirectly, the legal and beneficial owner of, and has good and marketable right, title and interest in and to the assets of the Corporation and the Corporation Subsidiaries reflected in the Public Record (including in respect of the Santa Ana Project and each of the Other Projects) and the most recent draft of the Prospectus, free and clear of all Liens (except as otherwise adequately disclosed in the Public Record and the most recent draft of the Prospectus). The Corporation's ownership interest in the Santa Ana Mineral Rights (as defined below) is as set forth in the Santa Ana Title Opinion. Any and all Contracts pursuant to which the Corporation or any Corporation Subsidiary holds material assets or is entitled to the use of or acquire ownership of material assets (whether directly or indirectly) (including in respect of the Santa Ana Project, subject to the qualifications provided in the Santa Ana Title Opinion) are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and there is currently no material default of any of the provisions of any such agreements nor has any such default been alleged, and the Corporation, after making due enquiries, is not aware of any disputes with respect thereto and such assets are in good standing under the applicable Laws of the jurisdictions in which they are situate, and all leases, licences, concessions, mineral rights and claims pursuant to which the Corporation and the Corporation Subsidiaries derive their interests (whether legal or beneficial) in such material assets are in good standing (subject to the qualifications provided in the Santa Ana Title Opinion) and there has been no material default under any such leases, licences, concessions, mineral rights or claims and all taxes required to be paid with respect to such assets to the date hereof have been paid.

(l) *Technical Information.* The Corporation has filed all technical reports as required by NI 43-101 for each mineral project on a property material to the Corporation, and the current technical reports have been prepared in material compliance with the requirements thereof. The technical information set forth in the Public Record, including relating to the estimates by the Corporation of mineral resources, has been reviewed and approved by qualified persons (as defined in NI 43-101) and, in all cases, the resource information has been prepared in accordance

with Canadian industry standards set forth in NI 43-101, and the information upon which the estimates of resources were based was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material adverse changes to such information since the date of delivery or preparation thereof. The Santa Ana Technical Report is the sole “current” technical report of the Corporation for the purposes of NI 43-101 and no material information was withheld from the authors thereof for the purposes of preparing the Santa Ana Technical Report and, to the knowledge of the Corporation, all information provided to such authors for such purposes is true and accurate and not misleading and was given in good faith. All statements of fact relating to the Corporation and the Corporation Subsidiaries and their respective activities contained in the Santa Ana Technical Report are true and accurate in all material respects as of the date thereof and no such fact has been omitted therefrom (or information withheld) the omission of which would make any statement of fact therein misleading. To the knowledge of the Corporation, there have been no material changes to such information since the date of delivery or preparation thereof, except as disclosed in the Public Record.

(m) *Exploration and Development Activities.* To the knowledge of the Corporation:

(i) all assessments or other work required to be performed in relation to the mineral concessions in respect of the Santa Ana Project or the Other Projects in order to maintain the Corporation’s and the Corporation Subsidiaries’ interests therein have been performed to date and the Corporation and the Corporation Subsidiaries have complied in all material respects with all applicable Laws in this regard, as well as with regard to legal, contractual obligations to third parties in this regard except for any non-compliance that could not, either individually or in the aggregate, have a Material Adverse Effect;

(ii) there are no expropriations or similar proceedings against any property in which the Corporation has a direct or indirect economic interest or any related mining claim; and

(iii) all exploration and development activities conducted on premises in which the Corporation has a direct or indirect economic interest, including within the areas covered by the Santa Ana Mineral Rights, have been conducted in all respects in accordance with good mining and engineering practices and all applicable workers’ compensation and health and safety and workplace Laws have been duly complied with, except where the failure to so conduct operations could not reasonably be expected to have a Material Adverse Effect.

(n) *Environmental Laws.* To the Corporation’s knowledge (i) neither the Corporation nor any Corporation Subsidiary is in violation of any federal, provincial, state, local, municipal or foreign Law or any judicial or administrative interpretation thereof, including any judicial or administrative order, consent decree or judgment, relating to pollution or protection of human health, the environment (including ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including Laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, “**Hazardous Materials**”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, “**Environmental Laws**”) except where such violations would not be reasonably expected, on an individual or aggregate basis, to have a Material Adverse Effect, (ii) the Corporation and the Corporation Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws and are each in compliance with their requirements, except where the failure to have such permits, authorizations and approvals would not reasonably be expected, on an individual or aggregate basis, to have a Material Adverse Effect, and (iii) there are no pending or threatened administrative, regulatory or judicial actions,

suits, demands, demand letters, claims, Liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation or any Corporation Subsidiary, which, if determined adversely, would reasonably be expected to have a Material Adverse Effect. Other than for ongoing legislative reporting, there are no environmental audits, evaluations, assessments, studies or tests that were commissioned by the Corporation or any Corporation Subsidiary respecting the business, operations, properties or facilities of the Corporation or any Corporation Subsidiary or in which it has a direct or indirect economic interest.

The Santa Ana Mineral Rights are not located in any environmental conservation unit, nor in their buffer zones, or in any Aboriginal protection area.

There is no material tailings dam (or material water dam) within, or within a radius of 100 km outside of, the areas covered by the Santa Ana Mineral Rights. The Santa Ana Minerals Rights are not located within any tailings (or water) dam rescue zones.

(o) *Conduct of Business; Possession of Licenses and Permits.* The Corporation and each Corporation Subsidiary has conducted and is conducting its business in compliance in all material respects with all applicable Laws of each jurisdiction in which it carries on business. The Corporation and, to the knowledge of the Corporation, each Corporation Subsidiary possesses such permits, certificates, licenses, approvals, consents and other authorizations (collectively, “**Governmental Licenses**”) issued by the appropriate federal, provincial, state, local or foreign, as applicable, Governmental Authorities necessary to own, lease, stake or maintain the mining rights and property claims and other property interests and to conduct the business now operated, including to conduct exploration at their various projects, except where the failure to possess such permits, certificates, licenses, approvals, consents or authorizations would not reasonably be expected to have a Material Adverse Effect. The Corporation and each Corporation Subsidiary is in compliance with the terms and conditions of all such Governmental Licenses, and is not in violation of, or in default under, applicable Laws (including Environmental Laws) of any Governmental Authorities having, asserting or claiming jurisdiction over the Corporation or any Corporation Subsidiary or over any part of the Corporation’s or any Corporation Subsidiary’s operations or assets except where such non-compliance, violation or default would not reasonably be expected to have a Material Adverse Effect. To the knowledge of the Corporation, all of the Governmental Licenses are valid and in full force and effect. Neither the Corporation nor any Corporation Subsidiary has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses.

(p) *Material Contracts.* All of the material Contracts of the Corporation and the Corporation Subsidiaries (collectively, the “**Material Contracts**”) have been disclosed in the Public Record and if required under the Securities Laws have been filed at the Corporation’s profile on SEDAR. Neither the Corporation nor any Corporation Subsidiary has received notification from any party claiming that the Corporation or any Corporation Subsidiary is in material breach or default under any Material Contract.

(q) *Restrictions on Dividends or Business.* There is not, in the constating documents, by-laws or in any Contract or other instrument or document to which the Corporation is a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of the Corporation or the payment of dividends by the Corporation to the holders of its Common Shares. To the knowledge of the Corporation, no Corporation Subsidiary is currently prohibited, directly or indirectly, under any Contract or other instrument to which it is a party or is subject, from paying any dividends to the Corporation, from making any other distribution on such Corporation Subsidiary’s outstanding equity securities, from repaying to the Corporation any loans or

advances to such Corporation Subsidiary from the Corporation or from transferring any of such Corporation Subsidiary's properties or assets to the Corporation or any other Corporation Subsidiary. Neither the Corporation nor any Corporation Subsidiary is a party to or bound or affected by any Contract containing any covenant which expressly limits the freedom of the Corporation or any Corporation Subsidiary to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the consolidated business practices, operations or condition of the Corporation, except as disclosed in the Public Record.

(r) *No Material Adverse Effect.* Since August 31, 2020, (i) there has been no change in the consolidated condition (financial or otherwise), or in the consolidated properties, capital, affairs, prospects, operations, assets or liabilities of the Corporation, whether or not arising in the ordinary course of business, which would reasonably be expected to give rise to a Material Adverse Effect and except as disclosed in the Public Record, and (ii) there have been no transactions entered into by the Corporation, other than those in the ordinary course of business, which are material with respect to the Corporation, except as disclosed in the Public Record.

(s) *Absence of Changes.* Since August 31, 2020, the Corporation and each Corporation Subsidiary has carried on business in the ordinary course and, except as disclosed in the Public Record, there has not been:

(i) any material change in the consolidated assets, liabilities or obligations (absolute, accrued, contingent or otherwise), business, business prospects, condition (financial or otherwise) or results of operations of the Corporation, other than those changes occurring in the ordinary course of business, none of which (either singly or taken together) has had or would have a Material Adverse Effect to the Corporation;

(ii) except as contemplated in this Agreement, any material change in the share capital or long-term debt of the Corporation;

(iii) any declaration, setting aside or payment of any dividend or other distribution with respect to any shares in the capital of the Corporation or any direct or indirect redemption, purchase or other acquisition of any shares; or

(iv) any change in accounting or tax practices followed by the Corporation.

(t) *Absence of Proceedings.* To the Corporation's knowledge, there is no action, suit, proceeding, inquiry or investigation before or brought by any court or other Governmental Authority, domestic or foreign, now pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation or any Corporation Subsidiary which has not been disclosed in the Public Record, or which if determined adversely would reasonably be expected to have a Material Adverse Effect, or which, if determined adversely, would reasonably be expected to materially adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Corporation of its obligations hereunder.

(u) *Outstanding Judgements.* There is no outstanding judgement, order, decree, arbitral award or decision of any court, tribunal or other Governmental Authority against the Corporation or any Corporation Subsidiary.

(v) *No Insolvency.* Neither the Corporation nor any Corporation Subsidiary has committed an act of bankruptcy or sought protection from its creditors from any court or pursuant to any Law, proposed a compromise or arrangement to its creditors generally, taken any proceeding with

respect to a compromise or arrangement, taken any proceeding to have itself declared bankrupt or wound up, as the case may be, taken any proceeding to have a receiver appointed of any part of its assets, had any encumbrancer or receiver take possession of any of its property, had an execution or distress become enforceable or levied upon any portion of its property or had any petition for a receiving order in bankruptcy or application for a bankruptcy order filed against it, and neither the Corporation nor any Corporation Subsidiary is an insolvent person (as that term is defined in the *Bankruptcy and Insolvency Act* (Canada)).

(w) *Unlawful Payment.* To the knowledge of the Corporation, neither the Corporation nor any Corporation Subsidiary, nor any employee or agent of the Corporation or any Corporation Subsidiary, has made any unlawful contribution or other payment to any person holding, or candidate for, any federal, state, provincial or other public office, Canadian or foreign, or failed to disclose fully any contribution, in violation of any Law, or made any payment, to any federal, state, provincial or other governmental officer or official, Canadian or foreign, or other person charged with similar public or quasi-public duties, other than payments required or permitted by applicable Laws. Without limiting the generality of the foregoing, to the knowledge of the Corporation, neither the Corporation or any Corporation Subsidiary, nor any employee or agent of the Corporation or any Corporation Subsidiary, has violated FCPA Legislation.

(x) *Brokerage Fees.* Other than the Agent, there is no person acting or, to the knowledge of the Corporation, purporting to act at the request of the Corporation, who is entitled to any brokerage or finder's fees in connection with the Placement of Offered Shares.

(y) *Authorization of Documents, etc.* This Agreement has been, and each placement notice, will have been, duly authorized, executed and delivered by the Corporation and, in each case, will be a legal, valid and binding obligation of, and be enforceable against, the Corporation in accordance with its terms (subject to the Enforceability Qualifications). All corporate action required to be taken by the Corporation for the authorization, issuance, sale and delivery of the Offered Shares has been validly taken at the date hereof or will have been taken by the applicable Settlement Date.

(z) *No Default of Securities Laws.* The Corporation is not in default of any requirement of Securities Laws which would reasonably be expected to have a Material Adverse Effect on the Offering or the Corporation.

(aa) *Disclosure.* All information which has been prepared or compiled by the Corporation relating to the Corporation and its business, properties and liabilities, and either filed on SEDAR or provided to the Agent, including all financial, marketing, sales, technical mining and operational information, is as of the date of such information, true and correct in all material respects, and no material fact or facts have been omitted therefrom which would make such information misleading. In addition, the Corporation has filed all documents required to be filed by it under the Securities Laws and the documents filed by the Corporation constituting the Public Record did not contain a misrepresentation at the time of their filing on SEDAR.

(bb) *No Default.* Neither the Corporation nor any Corporation Subsidiary is in default of any material term, covenant or condition under or in respect of any judgment, order, agreement or instrument to which it is a party or to which it or any of the material property or assets (including any royalty or interest therein) thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any Contract to which the Corporation or any Corporation Subsidiary is a party entitling

any other party thereto to accelerate the maturity of any amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.

(cc) *Voting Agreements.* The Corporation is not party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation or a Corporation Subsidiary.

(dd) *Shareholder Agreements.* Neither the Corporation nor, to the knowledge of the Corporation, any shareholder of the Corporation is a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Corporation.

(ee) *Interest of Insiders; Conflicts.* Other than as adequately disclosed in the Public Record, to the knowledge of the Corporation:

(A) none of the directors, officers or employees of the Corporation or the Corporation Subsidiaries, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing persons (as such terms are defined in the OSA), has had any material interest, direct or indirect, in any material transaction within the previous two years or has any material interest in any proposed material transaction involving the Corporation or a Corporation Subsidiary which, as the case may be, materially affected, is material to or will materially affect the Corporation or any of the Corporation Subsidiaries. To the knowledge of the Corporation, no insider of the Corporation (within the meaning of Securities Laws) has a present intention to sell any securities of the Corporation;

(B) no officer, director or employee of the Corporation or any Corporation Subsidiary, and no person which is an affiliate or associate of one or more of the foregoing, owns, directly or indirectly, any interest in (except for shares representing less than 10% of the outstanding shares of any class or series of any publicly traded company), or is an officer, director, employee or consultant of any person which is, or is engaged in, a business competitive with the Corporation or any Corporation Subsidiary, as applicable, which, in either case, materially adversely impacts, or can reasonably be expected to materially and adversely impact, on their ability to duly and properly perform their services;

(C) to the knowledge of the Corporation, no officer, director, employee or security holder of the Corporation or any of the Corporation Subsidiaries has any cause of action or other claim whatsoever against, or owes any material amount to, the Corporation or any Corporation Subsidiary, as applicable, in connection with its business except for claims in the ordinary and normal course of the business such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation on a consolidated basis; and

(D) neither the Corporation nor any Corporation Subsidiary owes any monies to, has any present loans to, or borrowed any monies from or is otherwise indebted to, any officer, director, employee, shareholder or any person not dealing at "arm's length" (as such term is defined in the Tax Act) with any of them except for usual employee reimbursements and compensation paid in the ordinary and normal course of its business. To the Corporation's knowledge, except as adequately disclosed in the Public Record and usual employee or consulting arrangements made in the ordinary and normal course of business, neither the Corporation nor any Corporation Subsidiary is a party to any Contract or understanding with any officer, director, employee, shareholder or any other person not dealing at arm's length with it.

The directors and executive officers of the Corporation and the Corporation Subsidiaries who are NEOs and their compensation arrangements (as applicable) with the Corporation and the Corporation Subsidiaries, as applicable, whether as directors, officers or employees are, in all material respects, as disclosed in the Public Record.

(ff) *Interest in Revenues.* Except as adequately disclosed in the Public Record, no officer, director, employee or any other person not dealing at arm's length with the Corporation (within the meaning of the Tax Act), or to the knowledge of the Corporation, any associate or affiliate of such person, owns, has or is entitled to any royalty, net profits interest, carried interest, licensing fee, or any other Liens or claims of any nature whatsoever which are based on the revenues, profits, results of mineral project exploitation or other economic measure of the Corporation.

(gg) *Employees.* All material employment agreements, severance agreements and change of control agreements in respect of any NEOs, and all Employee Plans (as defined below) have been, in all material respects, adequately disclosed in the Public Record. The Corporation and the Corporation Subsidiaries are in material compliance with all Laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages, and there is not currently any labour disruption or conflict involving the Corporation or any Corporation Subsidiary. Neither the Corporation nor any Corporation Subsidiary is a party to a collective bargaining agreement. To the best of the Corporation's knowledge, there are no union organizing efforts being made at the Corporation or the Corporation Subsidiaries.

(hh) *Employee Plans.* Each material plan, if any, for 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 Corporation or any Corporation Subsidiary for the benefit of any current or former director, officer, employee or consultant (collectively, the "**Employee Plans**") has been maintained in material compliance with its terms and with the requirements prescribed by any and all Laws that are applicable to such Employee Plan. The Corporation does not have, nor has had, any pension plan (as such term is defined in the relevant legislation of the applicable jurisdiction). All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and Employee Plan payments have been reflected in the books and records of the Corporation.

(ii) *Indebtedness.* Neither the Corporation nor any Corporation Subsidiary has guaranteed or otherwise given security for or agreed to guarantee or give security for any liability, debt or obligation of any other person.

(jj) *Insurance.* The properties and assets of the Corporation and the Corporation Subsidiaries are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and the terms of any policies in respect thereof have not been breached and the insured has not failed to promptly give any notice or present any material claim thereunder.

(kk) *Taxes.* All tax returns, reports, elections, remittances and payments of the Corporation and the Corporation Subsidiaries required by applicable Law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be), and are substantially true, complete and correct, and all taxes of the Corporation and of the Corporation Subsidiaries have

been paid or accrued in the Financial Information (except in any case in which the failure to file, pay or accrue such taxes would not result in a Material Adverse Effect).

(ll) *Reporting Issuer.* The Corporation is a “reporting issuer” (or its equivalent) in each of the provinces of Canada, in each case, not in default of any requirement of Securities Laws. The Corporation has made timely disclosure of all material changes relating to it and no such disclosure has been made on a confidential basis and there is no material change relating to the Corporation which has occurred with respect to which the requisite material change statement has not been filed.

(mm) *Accounting Controls.* The Corporation and each of the Corporation Subsidiaries maintains, and will maintain, 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 recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.

(nn) *Mineral Rights.* The material mining licenses, claims, leases and other mineral property rights (including the exploration authorizations and mining concessions and applications for exploration authorizations and/or mining concessions, as the case may be) in respect of the Santa Ana Project (the “**Santa Ana Mineral Rights**”) are set forth on Schedule “I”, which schedule is a complete and accurate list of all such rights held (directly or indirectly) by the Corporation. All such Santa Ana Mineral Rights are validly held (directly or indirectly) by the Corporation, or the Corporation Subsidiaries, as applicable, subject to the qualifications set out in the Santa Ana Title Opinion. Such Santa Ana Mineral Rights are free and clear of any material Liens and no material royalty is payable in respect of any of them, except as described in Schedule “I” or adequately disclosed in the Public Record. Except as adequately disclosed in the Public Record, no other mineral or property rights are necessary for the conduct of the Corporation’s or any Corporation Subsidiary’s business as presently conducted and as contemplated in the Public Record; and there are no material restrictions on the ability of the Corporation or any Corporation Subsidiary to use, access, transfer or otherwise explore or exploit any such mineral or property rights except as required by applicable Law and as adequately disclosed in the Public Record. Except as adequately disclosed in the Corporation’s Information Record, and except in respect of permits to be obtained in the ordinary course that are reasonably expected to be received by the Corporation or a Corporation Subsidiary in a timely fashion, the Corporation and the Corporation Subsidiaries, as applicable, beneficially and legally own the Santa Ana Mineral Rights necessary to carry on the current and proposed exploration and exploitation activities. In respect of all such Santa Ana Mineral Rights:

(i) neither the Corporation nor any Corporation Subsidiary has received or has knowledge of there having been issued any notice of default of any of the terms or provisions of the Santa Ana Mineral Rights;

(ii) the execution, delivery and performance of this Agreement by the Corporation, and the consummation of the transactions contemplated herein, will not cause a default or termination, or give rise to the right of termination, or rights of first refusal or other pre-emptive rights under any of the Santa Ana Mineral Rights;

(iii) all exploration permits, leases, concessions, licenses and mining rights or claims payments, rentals, taxes, rates, assessments, renewal fees and other governmental charges owing in respect of the Santa Ana Mineral Rights have been paid in full up to the date of this Agreement except as would not have a Material Adverse Effect;

(iv) the Santa Ana Mineral Rights are in good standing in all material respects with respect to the performance of all material obligations required under applicable Law (including the performance of all required exploration and exploitation work, the performance of all minimum assessment work and the timely filing of any reports, applications and further documents) and the condition of any related surface rights is in compliance with all Laws and all orders of all Governmental Authorities having jurisdiction, including in respect of any material Environmental Laws; and

(v) there is no actual or, to the knowledge of the Corporation, threatened adverse claim against, or challenge to, the ownership of, or title to, the Santa Ana Mineral Rights.

(oo) *Aboriginal Claims.* To the knowledge of the Corporation, there are no material claims with respect to Aboriginal rights currently, or pending or threatened (with the exception that at the Mallama project there is a right of consultation established by the Aboriginal group, who are in favour of exploration and mining), with respect to the Santa Ana Project, the Other Projects or in respect of any other properties in which the Corporation has a direct or indirect economic interest. Without limiting the foregoing, the Santa Ana Mineral Rights are not located in an area designated or in the process of being designated as traditionally occupied by any Aboriginal group (indigenous reserves).

(pp) *No Cease Trade Orders.* No securities regulatory authority in any jurisdiction has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation, no such proceeding is, to the knowledge of the Corporation, pending, contemplated or threatened, and the Corporation is not in default of any requirement of Securities Laws, except such as would not have or would not reasonably be expected to have a Material Adverse Effect.

(qq) *Stock Exchange Listing.* The Corporation is in compliance in all material respects with the current listing requirements and all other applicable rules and regulations of the TSXV and has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the TSXV.

(rr) *Transfer Agent and Registrar.* Olympia Trust Company, at its principal offices in Vancouver, British Columbia, has been duly appointed as the transfer agent and registrar for the Common Shares.

(ss) *Money Laundering Laws.* The operations of the Corporation and the Corporation Subsidiaries are and have been conducted at all times in compliance with applicable financial recordkeeping and reporting requirements of the money laundering Laws of all relevant jurisdictions, the rules and regulations thereunder and any related Laws issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**"), and no action, suit or proceeding by or before any court or other Governmental Authority or any arbitrator non-Governmental Authority involving the Corporation or any Corporation Subsidiary with respect to the Money Laundering Laws is, to the best knowledge of the Corporation, pending or threatened.

(tt) *No Pending Changes to Law, etc.* The Corporation is not aware of any pending change or contemplated change to any applicable Law that could reasonably be expected to materially affect the business of the Corporation or the business or legal environment under which the Corporation or any Corporation Subsidiary operates.

(uu) *Corporate Records.* The minute books and corporate records of the Corporation and the Corporation Subsidiaries made or to be made available to the Agent's Counsel in connection with the Agent's due diligence investigations of the Corporation and the Corporation Subsidiaries are the original minute books and records of such companies or true copies thereof and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the boards of directors and all committees of the boards of directors of such companies and there have been no other proceedings of the shareholders, boards of directors or any committee of the boards of directors of such companies that are required to be included in such minute books and records to the date of review of such corporate records and minute books not reflected in such minute books and corporate and other records other than those which have been disclosed to the Agent in writing and those which are or are not material in the context of the Corporation.

**SCHEDULE D**

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**FORM OF OFFICER'S CERTIFICATE**

TO: RESEARCH CAPITAL CORPORATION

This certificate is delivered to you today pursuant to Section 9.3 of the Equity Distribution Agreement dated July 5, 2021 (the "**Agreement**") between Outcrop Silver & Gold Corporation (the "**Corporation**"), and Research Capital Corporation.

The undersigned, the duly appointed Executive Chairman of the Corporation, certifies on behalf of the Corporation, and without personal liability, that to the knowledge of the undersigned:

- (a) except as set forth in the Prospectus, the representations and warranties of the Corporation contained in the Agreement are true and correct on and as of the date hereof, except for those representations and warranties that speak solely as of a specific date and which were true and correct as of such date, with the same force and effect as if expressly made on and as of the date hereof; and
- (b) the Corporation has complied with all agreements and satisfied all conditions on its part to be complied with or satisfied pursuant to the Agreement at or prior to the date hereof.

DATED: \_\_\_\_\_

**OUTCROP SILVER & GOLD CORPORATION**

By: \_\_\_\_\_

Name: Joseph Hebert  
Title: President & CEO

## SCHEDULE E

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### MATTERS TO BE ADDRESSED IN OPINION OF CORPORATION'S COUNSEL

Following are the matters to be addressed in the opinion of the Corporation's Counsel to be delivered pursuant to Section 9.2(a) of the Agreement:

1. The Corporation has been incorporated and is validly existing under the *Business Corporation Act* (British Columbia) and has all requisite corporate power and authority necessary to conduct its business and to enter into and carry out its obligations under this Agreement and to issue the Offered Shares;
2. This Agreement has been authorized, executed and delivered by the Corporation and such document is a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms;
3. All requisite corporate action has been taken by, or on behalf of, the Corporation to authorize the issue and sale of the Offered Shares;
4. The execution and delivery of this Agreement by the Corporation, the fulfilment of the terms hereof by the Corporation, and the issue, sale and delivery of the Offered Shares, do not and will not contravene the Laws of British Columbia or the Laws of Canada applicable therein and do not and will not conflict with, or result in a breach of, 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 default under, any of the terms, conditions or provisions of the constating documents of the Corporation;
5. The Offered Shares have been duly authorized, allotted and reserved for issuance and, when delivered against receipt by the Corporation of the consideration for the issue of the Offered Shares, such Offered Shares will be validly issued and outstanding as fully paid and non-assessable securities of the Corporation;
6. Subject to the assumptions and qualifications set out under the heading "Eligibility for Investment" in the Prospectus Supplement, the Offered Shares, if issued on the date hereof, would be, at such time, qualified investments under the *Income Tax Act (Canada)* and the regulations thereunder for a trust governed by a registered retirement savings plan, a registered retirement income fund, a registered education savings plan, a registered disability savings plan, a deferred profit sharing plan, or a tax-free savings account;
7. The Corporation is:
  - (a) a "reporting issuer" under the Securities Laws of each of the provinces of Canada other than Quebec and is not noted in default of certain requirements of such Securities Laws and its securities are not the subject of a general cease trade order by the securities regulatory authorities of any such province; and
  - (b) a "reporting issuer" under the *Securities Act* (Québec), as amended, and the regulations, rules, blanket orders, published policies, decisions, notices and instruments of the *Autorité des marchés financiers* or where applicable, the *Tribunal administratif des marchés financiers* made or issued thereunder

(collectively, the “**Québec Securities Laws**”) and is not included in a list of reporting issuers that have failed to provide periodic disclosure about their business and internal affairs in accordance with the conditions determined by the Québec Securities Laws or failed to provide any other disclosure prescribed by the Québec Securities Laws and to pay the required fee and the Corporation is not included in a list of reporting issuers under a cease trade order;

8. All documents have been filed, all requisite proceedings have been taken and all approvals, permits, consents and authorizations of the appropriate regulatory authorities under the Securities Laws of each of the Provinces of Canada (other than Québec) have been obtained and all other legal requirements have been fulfilled under the Securities Laws of such Provinces in order to qualify the Offered Shares for distribution and sale to the public in each of such Provinces by or through persons or companies duly and properly registered under the Securities Laws of such Provinces who have complied with the relevant provisions of such Laws;
9. The authorized share capital of the Corporation consists of an unlimited number of Common Shares without nominal or par value;
10. No consent, permit, approval or authorization of any Canadian Governmental Authority, is required to enable the Corporation to complete any of the transactions contemplated by the Prospectus or this Agreement other than those that have been obtained;
11. The disclosure in the Prospectus insofar as it purports to be a summary of the attributes of the Offered Shares is accurate in all material respects;
12. Based solely on the conditional approval letter from the TSXV, the Corporation has obtained conditional approval for the listing on the TSXV of the Offered Shares, subject to the satisfaction of certain conditions as set out therein;
13. The Transfer Agent at the principal office in the City of Vancouver has been duly appointed as the transfer agent and registrar for the Common Shares; and
14. As to all other legal matters reasonably requested by Agent’s Counsel relating to the Offering.

## SCHEDULE F

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### INDEMNIFICATION AND CONTRIBUTION

#### 1. INDEMNIFICATION

The Corporation shall protect, indemnify and hold harmless the Agent and the Agent's directors, officers, affiliates, agents and employees (individually an "**Indemnified Party**" and collectively, the "**Indemnified Parties**") from and against all losses (other than losses of profit in connection with the distribution of the Offered Shares), claims, costs, damages and liabilities caused by or arising directly or indirectly by reason of:

- (i) any information or statement (except any agent information relating solely to, and provided by, the Agent) contained in the Base Shelf Prospectus, the Prospectus Supplement, any Supplementary Material and any documents incorporated by reference therein or in any other document or material filed or delivered pursuant hereto or in any other document or material filed or delivered pursuant hereto, being or being alleged to be a misrepresentation or untrue or any omission or alleged omission to state therein any fact or information (except facts or information relating solely to the Agent), whether material or not, required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances in which it was made;
- (ii) any order made or inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority or by any other competent authority, based upon any untrue statement, omission or misrepresentation or alleged untrue statement, omission or misrepresentation (except a statement, omission or misrepresentation relating solely to the Agent) in the Base Shelf Prospectus, the Prospectus Supplement, any Supplementary Material and any documents incorporated by reference therein or in any other document or material filed or delivered pursuant hereto (except any document or material delivered or filed solely by the Agent) or based upon any failure of the Corporation to comply with Canadian Securities Laws preventing or restricting the trading in or the sale or distribution of the Offered Shares or any of them or any securities of the Corporation in any of the Qualifying Jurisdictions;
- (iii) the non-compliance or alleged non-compliance by the Corporation with any Canadian Securities Laws; or
- (iv) the breach of any representations, warranties or covenants of the Corporation contained herein.

If any claim contemplated by this Section 1 shall be asserted against any of the Indemnified Parties, or if any potential claim contemplated by this Section 1 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify the Corporation as soon as possible of the nature of such claim (provided that any failure to so notify shall not affect the Corporation's liability under this Section 1 to the extent that such failure or delay does not significantly prejudice the defence of the proceedings or increase the liability which the Corporation would otherwise have hereunder) and the Corporation shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any suit brought to enforce such claim; provided that the defence shall be through legal counsel

acceptable to the Indemnified Party, acting reasonably, and no admission of liability shall be made by the Corporation or the Indemnified Party without, in each case, the prior written consent of all the parties hereto, such consent not to be unreasonably withheld or delayed. An Indemnified Party shall have the right to employ separate counsel in any such suit and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless: (i) the Corporation fails to assume the defence of such suit on behalf of the Indemnified Party within ten days of receiving notice of such suit; (ii) the employment of such counsel has been authorized by the Corporation; or (iii) the named parties to any such suit include both the Indemnified Party and the Corporation and the Indemnified Party shall have been advised by counsel that there may be one or more legal defenses available to the Indemnified Party which are different from or in addition to those available to the Corporation (in which case the Corporation shall not have the right to assume the defence of such suit on behalf of the Indemnified Party but shall be liable to pay the reasonable fees and expenses of counsel (but only one legal firm) for the Indemnified Party). It is the intention of the Corporation to constitute the Agent as trustee for its directors, officers, agents and employees of the covenants of the Corporation under this Section 1 with respect to each of the Agent's directors, officers, agents and employees and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

## **2. CONTRIBUTION**

### **(a) Rights of Contribution**

In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 1 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Agent or enforceable otherwise than in accordance with its terms, the Corporation and the Agent shall contribute to the aggregate of all claims, expenses, costs and liabilities and all losses (other than loss of profits) of a nature contemplated in Section 1 and suffered or incurred by the Corporation and the Agent in such proportions so that the Agent is responsible for the portion represented by the percentage that the aggregate fee payable by the Corporation to the Agent bears to the purchase price of the Offered Shares and the Corporation is responsible for the balance, whether or not they have been sued together or sued separately. The Agent shall not in any event be liable to contribute, in the aggregate, any amounts in excess of such aggregate fee or any portion thereof actually received. However, no party who has been determined by a court of competent jurisdiction in a final judgement to have engaged in any fraud, fraudulent misrepresentation or negligence shall be entitled to claim contribution from any person who has not been so determined to have engaged in such fraud, fraudulent misrepresentation or negligence.

### **(b) Right of Contribution in Addition to Other Rights**

The rights to contribution provided in this Section 2 shall be in addition to and not in derogation of any other right to contribution which the Agent may have by statute or otherwise at law.

### **(c) Calculation of Contribution**

In the event that the Corporation may be held to be entitled to contribution from the Agent under the provisions of any statute or at law, the Corporation shall be limited to contribution in an amount not exceeding the lesser of:

- (i) the portion of the full amount of the loss or liability giving rise to such contribution

for which the Agent is responsible as determined in Section 2(a) above, and

- (ii) the amount of the aggregate fee actually received by the Agent from the Corporation hereunder.

**(d) Notice**

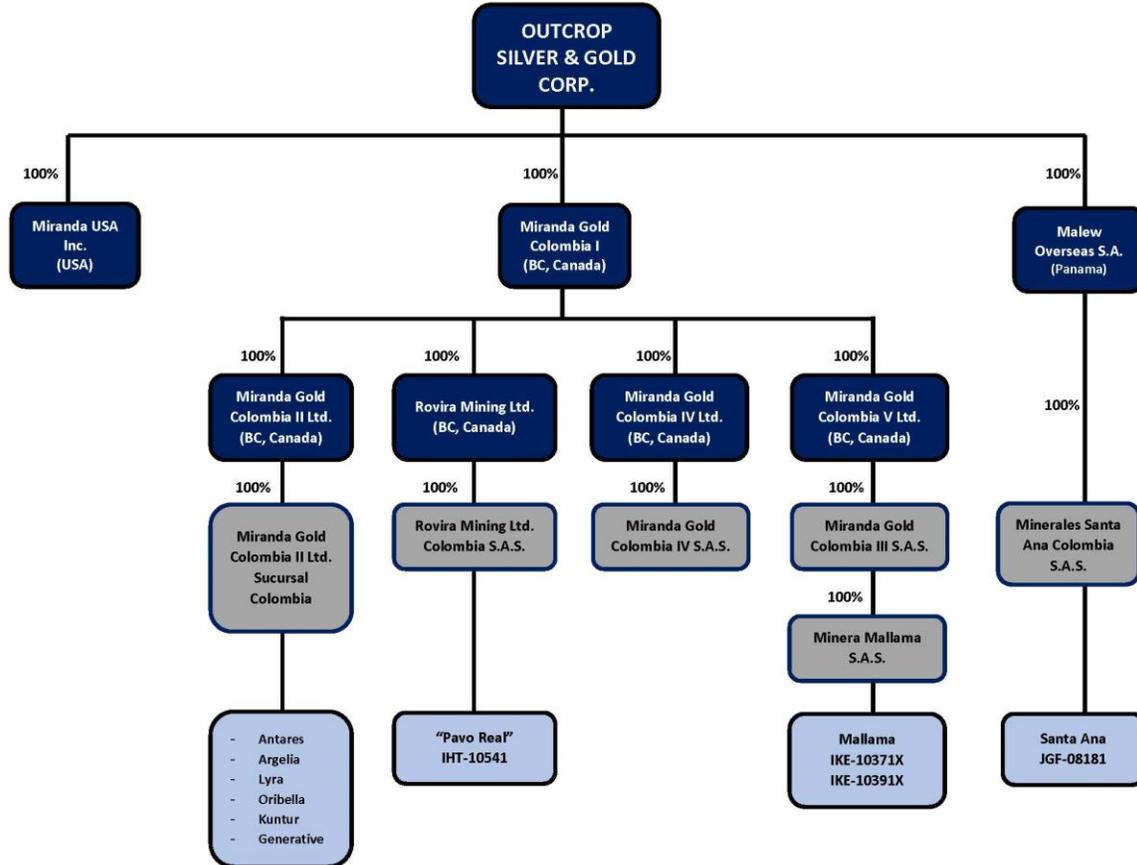
If the Agent has reason to believe that a claim for contribution may arise, it shall give the Corporation notice thereof in writing as soon as reasonably possible, but failure to notify the Corporation shall not relieve the Corporation of any obligation which it may have to the Agent under this Section 2.

**(e) Right of Contribution in Favour of Others**

With respect to this Section 2, it is the intention of the Corporation to constitute the Agent as trustee for its directors, officers, agents and employees of the covenants of the Corporation hereunder with respect to the Agent's directors, officers, agents and employees and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such Persons.

# SCHEDULE G

## CORPORATION SUBSIDIARIES



**SCHEDULE H**

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**OUTSTANDING CONVERTIBLE SECURITIES**

**CURRENT OUTSTANDING WARRANTS**

<i><b>Number of Warrants</b></i>	<i><b>Exercise Price</b></i>	<i><b>Grant Date</b></i>	<i><b>Expiry Date</b></i>
2,914,056	\$ 1.20	June 23, 2016	June 23, 2021
2,751,250	\$ 1.20	March 9, 2018	March 9, 2022
9,813,760	\$ 0.40	February 22, 2019	February 22, 2024
1,590,721	\$ 0.40	April 17, 2019	April 17, 2024
22,060,000	\$ 0.20	November 7, 2019	November 7, 2024
10,883,928	\$ 0.42	June 17, 2020	June 17, 2022
11,947,179	\$ 0.60	March 26, 2021	March 26, 2023
<b>61,960,894</b>			

**CURRENT OUTSTANDING OPTIONS**

<i><b>Number of Options</b></i>	<i><b>Exercise Price</b></i>	<i><b>Grant Date</b></i>	<i><b>Expiry Date</b></i>
202,500	\$ 0.90	January 25, 2017	January 25, 2022
4,275,000	\$ 0.10	February 7, 2020	February 7, 2025
175,000	\$ 0.17	May 13, 2020	May 13, 2025
200,000	\$ 0.56	July 24, 2020	July 24, 2025
2,500,000	\$ 0.40	October 20, 2020	October 20, 2025
800,000	\$ 0.63	January 5, 2021	January 5, 2026
3,900,000	\$ 0.56	April 19, 2021	April 19, 2026
<b>12,052,500</b>			

**SCHEDULE I**

**SANTA ANA MINERAL RIGHTS**

**Concession Contract HFL-151**

2% NSR royalty payable to Condor Precious Metals Inc. Outcrop has a right of first refusal on the royalty and the right to buy 1% of the royalty for C\$500,000 at any time.

Applications RFO-15171 and RIT-16201

2% NSR royalty payable to Cedar Capital Corporation. Outcrop has the right to buy 1% of the royalty for US\$500,000 prior to December 31, 2021 or for US\$1,000,000 subsequently.

Applications PG7-08002, QAE-08001, QAJ-08001, QB4-08001, QBB-08001, QGS-08001, QLV-08191, RC2-08051, RD5-08031, UGT-08421, RAP-08001

2% NSR royalty payable to Activos Mineros. Outcrop has the right to buy 1% of the royalty for US\$500,000 at any time.

Applications 500498, 500467, 500464, 500468

No royalty applicable

Property	Ownership / Owner	Type of Claim	No. of Claims	Serial Numbers	Area (Ha)
Santa Ana	LOST CITY S.A.S.	Titles	1	HFL-151	941
	Minera Vetas	Applications	2	RFO-15171	576
				RIT-1620	705
	Miranda Gold Colombia II	Applications	4	500498	313
				500467	417
				500464	1,948
				500468	1,567

				PG7-08002	913
				QAE-08001	1,188
				QAJ-08001	1,342
				QB4-08001	2,079
				QBB-08001	999
	Activos Mineros	Applications	11	QGS-08001	559
				QLV-08191	1,530
				RAP-08001	452
				RC2-08051	2,231
				RD5-08031	3,210
				UGT-08421	3,565

Ownership	Type of Claim	No. of Claims	Serial Numbers	Area (Ha)
Minerales Santa Ana	Concession	1	HFL-151	941.8356
Minera Vetas	Applications	2	RFO-15171	576.0903
			RIT-1620	705.3102
Miranda Gold Colombia II	Applications	4	500464	1,974.5230
			500467	471.0100

			500468	1,567.2590
			500498	312.7830
Activos Mineros	Applications	11	PG7-08002	831.9541
			QAE-08001	1,113.8183
			QAJ-08001	968.4412
			QB4-08001	2,090.0502
			QBB-08001	59.3840
			QGS-08001	223.2405
			QLV-08191	1,246.4115
			RAP-08001	469.6181
			RC2-08051	1,662.1792
			RD5-08031	3,155.2221
			UGT-08421	9,938.4831
<b>TOTAL SANTA ANA hectares</b>				<b>28,307.6134</b>