

EQUITY PARTICIPATION AND NOMINATION RIGHTS AGREEMENT

THIS AGREEMENT is made as of November 15, 2023

BETWEEN:

MOON RIVER CAPITAL LTD., a corporation incorporated and existing under the laws of Ontario and having its head office at 217 Queen Street West, Suite 401, Toronto, ON M5V 0R2

(the “**Purchaser**”)

AND:

GENERATION MINING LIMITED, a corporation incorporated and existing under the laws of the Province of Ontario and having its head office at 100 King Street West, Suite 7010, Toronto, Ontario, M5X 1B1

(“**Generation**”)

WHEREAS:

- A. Purchaser and Generation are parties to a Purchase Agreement dated as of July <>, 2023 (the “**Purchase Agreement**”) pursuant to which Purchaser will acquire all of Generation’s right, title and interest in and to the Purchased Assets (as such term is defined in the Purchase Agreement) (the “**Transaction**”);
- B. As partial consideration for the Transaction, Purchaser will issue an aggregate of 9,000,000 common shares in its capital (the “**Consideration Shares**”) to Generation at a deemed price of \$0.25 per share; and
- C. Purchaser and Generation now wish to enter into this agreement pursuant to section 1.2(c) of the Purchase Agreement.

THEREFORE, the parties agree as follows:

1. Definitions

In this Agreement, unless there is something in the subject matter or context inconsistent therewith:

“**Affiliates**” means any Person which directly or indirectly controls, is controlled by, or is under common control with, Generation; for purposes of the preceding sentence, “control” means possession, directly or indirectly, of the power to direct or cause direction of management and policies through ownership of voting securities, contract, voting trust or otherwise;

“**Business Day**” means any day other than a Saturday, Sunday or a day that is a statutory holiday or a civic holiday in the Province of Ontario;

“**Cash Equivalents**” means money market instruments which are accorded the highest rating category by the Standard & Poor’s Rating Services (“**A-1**”) or the Dominion Bond Rating Service Limited (“**R-1**”); Government of Canada treasury bills; banker’s acceptances and government guaranteed obligations, all with a term of one year or less; and deposits with Canadian banks or trust companies;

“**Consideration Shares**” has the meaning ascribed thereto in the recitals of this Agreement;

“**Equity Financing**” means the issue and sale, directly or indirectly, of Equity Securities for cash or Cash Equivalents other than: (i) the issue of Equity Securities upon the exercise of stock options issued under the stock option plan of the Purchaser or upon the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares, existing on the date hereof; (ii) the issue of Equity Securities or securities convertible into Equity Securities as a bona fide commission or finder’s fee; (iii) the grant of stock options to directors, officers, employees or consultants of the Purchaser or any subsidiary of the Purchaser following the date hereof; (iv) the issue of Equity Securities upon the exercise of any stock options following the date hereof; and (v) the issue of Equity Securities in connection with any partnership, joint venture, business combination, property option or acquisition or similar arrangement entered into by the Purchaser, including but not limited to, the Transaction;

“**Equity Financing Notice**” has the meaning ascribed thereto in section 4(a);

“**Equity Financing Option Period**” has the meaning ascribed thereto in section 4(b);

“**Equity Financing Subscription Notice**” has the meaning ascribed thereto in section 4(b);

“**Equity Securities**” means Purchaser Shares or securities convertible into or exercisable or exchangeable for Purchaser Shares including, without limitation, convertible debt securities;

“**Nomination Notice**” has the meaning ascribed thereto in section 3(b);

“**Nomination Right**” has the meaning ascribed thereto in section 2(a);

“**Nomination Right Notice Period**” has the meaning ascribed thereto in section 3(b);

“**Person**” means a natural person, partnership, limited partnership, limited liability partnership, company, corporation, limited liability corporation, unlimited corporation, joint stock company, trust, unincorporated association, joint venture or other entity or governmental authority, and pronouns have a similarly extended meaning;

“**Pro Rata Interest**” means, on any given date, the respective ownership interest of Generation in the Purchaser, expressed as a percentage, and calculated as follows: (i) the number of outstanding Purchaser Shares beneficially owned, directly or indirectly, or over which control or direction is exercised by Generation (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares) on any such given date; divided by (ii) the aggregate number of outstanding Purchaser Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares) on any such given date; and

“**Purchase Agreement**” has the meaning ascribed thereto in the recitals of this Agreement.

“**Purchaser Notice**” has the meaning ascribed thereto in section 3(a);

“**Purchaser Shares**” means the common shares in the capital of the Purchaser; and

“**Transaction**” has the meaning ascribed thereto in the recitals of this Agreement.

2. Generation Nomination Right and Pre-emptive Right

- (a) The Purchaser and Generation hereby agree that for so long as Generation, together with its Affiliates, collectively beneficially own, directly or indirectly, at least 10% of the issued and outstanding Purchaser Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares) based on the most recent public disclosure of the number of outstanding Purchaser Shares, Generation will have the right to:
- (i) nominate one person for election to the board of directors of the Purchaser on an annual basis (the “**Nomination Right**”); and
 - (ii) maintain its Pro Rata Interest in the event that the Purchaser issues or proposes to issue any Equity Securities pursuant to an Equity Financing.

For greater certainty, it will be the sole responsibility of Generation to calculate and provide evidence of the aggregate ownership interest of Generation in Purchaser Shares upon receiving a written request therefor by the Purchaser, such evidence to be in a form acceptable to the Purchaser, acting reasonably;

- (b) Upon Generation, together with its Affiliates, collectively beneficially owning, directly or indirectly, less than 10% of the outstanding Purchaser Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares), based on the most recent public disclosure of the number of outstanding Purchaser Shares, sections 2(a) and 2(b) will be of no further force and effect.
- (c) Generation will notify the Purchaser within ten days of the date on which section 2(b) becomes effective.
- (d) Notwithstanding sections 2(a) and 2(b), the Purchaser may at any time present Generation with a letter from the Purchaser’s transfer agent stating the number of Purchaser Shares then issued and outstanding and in such case, such number will govern for the purposes of such sections.

3. Nomination Procedure

For so long as the rights of Generation set out in section 2(a)(i) continue to be in effect:

- (a) No earlier than 100 days and no later than 70 days prior to the date of each annual general meeting of shareholders of the Purchaser or each special meeting of shareholders of the Purchaser called for the purpose of electing directors to the board of directors of the Purchaser (or, in the case of the first such meeting after the execution of this Agreement, as soon as practicable), the Purchaser will

notify Generation in writing of the date of the annual general meeting of shareholders of the Purchaser or special meeting of shareholders (the “**Purchaser Notice**”). The Purchaser Notice will specify the total number of Purchaser Shares issued and outstanding (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares) as at the date of the Purchaser Notice.

- (b) Generation will have the right and option, exercisable within 15 days from receipt of the Purchaser Notice (the “**Nomination Right Notice Period**”) by notifying the Purchaser (the “**Nomination Notice**”), to exercise the Nomination Right. If Generation wishes to exercise the Nomination Right, it will specify in the Nomination Notice: (i) the number of Purchaser Shares beneficially owned, directly or indirectly, by it as at the date of the Nomination Notice; (ii) the name of the individual it wishes to nominate for election to the board of directors of the Purchaser; (iii) the information pertaining to such individual as is required to be disclosed in the Purchaser’s information circular in respect of such shareholder meeting, including, without limitation, the number of Purchaser Shares held by such individual and the individual’s work employment; and (iv) confirm that the nominee is eligible to act as a director under the *Business Corporations Act* (Ontario) or, if the Purchaser has been continued or is otherwise governed by another statute or regime, that the nominee is eligible to act as a director under such statute or regime. For greater certainty, Generation will not be entitled to exercise the Nomination Right if it does not, directly or indirectly, beneficially own at least 10% of the outstanding Purchaser Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares) as at the date of the Nomination Notice. If Generation fails to deliver a Nomination Notice in response to a Purchaser Notice within the Nomination Right Notice Period or waive its rights hereunder following receipt of a Purchaser Notice, then Generation will not have the right to nominate a person for election to the board of directors of the Purchaser until the next annual general meeting of shareholders of the Purchaser or special meeting of shareholders of the Purchaser called for the purpose of electing directors to the board of directors of the Purchaser.
- (c) If Generation delivers a Nomination Notice in response to a Purchaser Notice within the Nomination Right Notice Period then, subject to the nominee identified in the Nomination Notice being eligible to act as a director of the Purchaser, the Purchaser will: (i) nominate Generation’s nominee to stand for election to the board of directors of the Purchaser at the annual general meeting of shareholders of the Purchaser or special meeting of shareholders of the Purchaser called for the purpose of electing directors to the board of directors of the Purchaser; and (ii) solicit proxies from the holders of Purchaser Shares in respect thereof which will be satisfied by delivery of a form of proxy to the holders of Purchaser Shares following standard procedures consistent with past practice. For greater certainty, the Purchaser: (a) is not required to retain a third party solicitation agent; and (b) will include the name of Generation’s nominee to stand for election to the board of directors of the Purchaser in the proxy to be delivered to each holder of Purchaser Shares in respect of the annual general meeting of shareholders of the Purchaser or special meeting of shareholders of the Purchaser called for the purpose of electing directors to the board of directors of the Purchaser. Generation will also provide to the Purchaser such other information regarding Generation’s nominee as is reasonably requested by the Purchaser so as to comply with applicable proxy disclosure requirements under applicable securities laws.
- (d) Upon section 3(b) becoming effective, Generation’s nominee will be entitled to remain on the board of directors of the Purchaser until his or her successor is elected or appointed.

4. Equity Financing Notice

For so long as the rights of Generation set out in section 2(a)(ii) continue to be in effect, and in the event that the Purchaser proposes to issue Equity Securities in connection with an Equity Financing:

- (a) the Purchaser will deliver a notice to Generation in writing (the “**Equity Financing Notice**”) specifying: (i) as of the date thereof, the total number of Purchaser Shares outstanding and the total number of outstanding Equity Securities unconditionally exercisable, for no additional consideration, for Purchaser Shares; (ii) the total number of Equity Securities which are proposed to be offered in such Equity Financing; (iii) the rights, privileges, restrictions, terms and conditions of such Equity Securities; (iv) the consideration for which such Equity Securities are being offered; and (v) the proposed closing date of the Equity Financing;
- (b) Generation will have the option by notice given to the Purchaser (an “**Equity Financing Subscription Notice**”), to subscribe for up to that number of Equity Securities being offered for sale as described in the Equity Financing Notice such that its Pro Rata Interest as at the date of the Equity Financing Notice will as near as possible be equal to its Pro Rata Interest after giving effect to the proposed Equity Financing for the consideration set forth in the Equity Financing Notice. In the Equity Financing Subscription Notice, Generation will specify the number of Purchaser Shares beneficially owned, directly or indirectly, by it as at the date of the Equity Financing Notice. The option to subscribe is exercisable by Generation for such period of time as set out in the Equity Financing Notice, which will be in all cases, the lesser of: (i) the time period (if any), less 24 hours, given by a dealer, broker, underwriter or agent (as the case may be), acting reasonably, for the Purchaser to respond to a proposed Equity Financing (which, in any event will not be less than two Business Days); and (ii) 10 days (such period of time to be referred to as the “**Equity Financing Option Period**”). For greater certainty, Generation will not be entitled to exercise its rights hereunder if it does not collectively beneficially own, together with its Affiliates, directly or indirectly, at least 10% of the outstanding Purchaser Shares (before giving effect to the exercise, conversion or exchange of any securities exercisable for, convertible into or exchangeable for Purchaser Shares) as at the date of the Equity Financing Notice;
- (c) if Generation fails to deliver an Equity Financing Subscription Notice for the Equity Securities covered by the Equity Financing Notice in accordance with section 4(b) within the Equity Financing Option Period or waives its rights hereunder following receipt of an Equity Financing Notice, then any rights which Generation may have had to subscribe for any of the Equity Securities covered by the Equity Financing Notice (including any Equity Securities issued upon the exercise of options, warrants or other convertible securities covered by such Equity Financing Notice) will be extinguished, provided that the Purchaser will not complete an Equity Financing for less consideration per Equity Security or on more favourable terms to purchasers of Equity Securities without first providing Generation with an amended Equity Financing Notice; and
- (d) each Equity Financing Notice and Equity Financing Subscription Notice, taken together, will constitute a binding agreement of Generation to subscribe for and take up, and by the Purchaser to issue and sell to Generation, the number of Equity Securities subscribed for therein upon the terms and conditions specified in the Equity Financing Notice. Notwithstanding the foregoing, in the event that the total number of Equity Securities which are being offered changes after the delivery of the Equity Financing Notice but prior to the closing of the offering, Generation will be given the opportunity to amend its Equity Financing Subscription Notice. Any agreement by Generation to subscribe for Equity Securities will be conditional upon the completion of the issue and sale of Equity Securities pursuant to the Equity Financing to investors other than Generation.

5. Regulatory and Stock Exchange Approval

In the event that Generation exercise its right to acquire Equity Securities pursuant to section 4 hereof, the Purchaser will apply for and will use reasonable commercial efforts to obtain all applicable approvals, consents or authorizations required from securities regulatory authorities or stock exchanges. Generation acknowledges that the issuance of Equity Securities to it hereunder is subject to receipt of all applicable approvals, consents or authorizations required to be obtained from securities regulatory authorities and stock exchanges and Generation agrees that, if required by applicable securities laws, Generation will execute and deliver any reports, undertaking or other documents with respect to the issue of Equity Securities contemplated hereunder as may be required thereunder.

6. Further Assurances

Each of Purchaser and Generation hereby covenant and agree that at any time and from time to time they will, upon the request of the other, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all such further acts, deeds, assignments, transfers, conveyances and assurances as may be required for the better carrying out and performance of all the terms of this Agreement including, without limitation, any documents required to comply with securities or stock exchange requirements.

7. Notices

Any notice, designation, communication, request, demand or other document, required or permitted to be given or sent or delivered hereunder to any party hereto will be notices given in the manner set forth in the Purchase Agreement.

8. Counterparts

This Agreement may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute but one and the same instrument.

9. Assignment

No party to this Agreement may assign its rights under this Agreement without prior written consent of the other party to this Agreement.

10. Successors and Assigns

This Agreement is binding upon and inures to the benefit of the parties hereto and their respective successors and permitted assigns. Nothing herein, express or implied, is intended to confer upon any person, other than the parties hereto and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of this Agreement.

11. Entire Agreement

This Agreement and the Purchase Agreement constitute the entire agreement among the parties hereto and supersede all prior agreements, representations, warranties, statements, promises, information, arrangements and understandings, whether oral or written, express or implied, whether set out in the Letter of Intent or otherwise, with respect to the subject matter hereof.

12. Waiver

Any party hereto which is entitled to the benefits of this Agreement may, and has the right to, waive any term or condition hereof; provided, however, that such waiver must be evidenced by written instrument duly executed on behalf of such party.

13. Amendments

No modification or amendment to this Agreement may be made unless agreed to by the parties hereto in writing.

14. Governing Law

This Agreement will be governed by and construed in accordance with the laws of Ontario and the federal laws of Canada applicable in Ontario, and the parties attorn to the jurisdiction of the Courts of Ontario.

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement under seal as of the day and year first above written.

MOON RIVER CAPITAL LTD.

By: "Ian McDonald" (Signed)
Name: Ian McDonald
Title: Interim Chief Executive Officer

GENERATION MINING LIMITED

By: "Jamie Levy" (Signed)
Name: Jamie Levy
Title: President and Chief Executive Officer