

## SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made and dated for reference this 12<sup>th</sup> day of February, 2020

BETWEEN:

**NEW PACIFIC METALS CORP.**, a company existing under the laws of British Columbia and having an office at Suite 1750 - 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1

(the “**Vendor**”)

AND:

**WHITEHORSE GOLD CORP.**, a company incorporated under the laws of British Columbia and having an office at Suite 1750 - 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1

(the “**Purchaser**”)

WHEREAS:

- A. The Vendor is the legal and beneficial owner of the Tagish Shares (as defined below).
- B. The Purchaser is a wholly-owned subsidiary of the Vendor.
- C. The Vendor wishes to sell, and the Purchaser wishes to purchase, the Tagish Shares, all on the terms and conditions herein contained, and the parties wish to enter into this agreement to give effect to such purchase and sale.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises, covenants and agreements herein set forth, the parties hereto covenant and agree as follows:

### 1. DEFINITIONS

1.1 For the purposes of this agreement and the recitals and any schedules hereto, the following terms will have the meanings hereinafter assigned to them:

- (a) “**Closing Date**” means February 12, 2020;
- (b) “**Closing Time**” means 8:00 am (Vancouver time) on the Closing Date;
- (c) “**Tagish**” means Tagish Lake Gold Corp., a company existing under the laws of British Columbia;
- (d) “**Tagish Lake Project**” means the project on Tagish property located in Yukon Territory, Canada, which consists of 1,051 mining claims with three identified gold and gold-silver mineral deposits: Skukum Creek, Goddell Gully and Mount Skukum;
- (e) “**Tagish Shares**” means all of the issued and outstanding shares in the authorized share structure of Tagish as of the Closing Time, all of which are now and will just prior to the Closing Time be owned by the Vendor; and

- (f) **“Whitehorse Shares”** means the common shares without par value in the authorized share structure of the Purchaser, of which an unlimited number are authorized, and **“Whitehorse Share”** means any one of the Whitehorse Shares.

## 2. **VENDOR’S WARRANTIES, REPRESENTATIONS AND ACKNOWLEDGMENTS**

2.1 The Vendor warrants and represents to the Purchaser that:

- (a) it is a company duly incorporated and is validly existing and in good standing under the laws of British Columbia;
- (b) it is the registered and beneficial owner of the Tagish Shares, free and clear of all liens, claims, charges and encumbrances whatsoever;
- (c) the Tagish Shares are duly authorized and validly issued and outstanding as fully paid and non-assessable common shares in the authorized share structure of Tagish;
- (d) the making of this agreement, the completion of the transactions contemplated hereby and the performance of and compliance with the terms hereof do not conflict with or result in the breach of any terms, provisions or conditions of, or constitute a default or require any consent under any indenture, mortgage, deed of trust, shareholder's or other agreement, lease, franchise, certificate, consent, permit or other instrument to which either the Vendor or Tagish is a party or is bound or under any judgment, decree, order, rule or regulation of any court or administrative body by which the Vendor or Tagish is bound or, to the knowledge of the Vendor, any statute or regulation applicable to the Vendor or Tagish;
- (e) either no consent is required, or all required consents have been obtained and are in full force and effect, in connection with the transfer of the legal and beneficial right, title and interest in and to the Tagish Shares to the Purchaser in accordance with the terms and conditions hereof;
- (f) it has good and sufficient right and authority to enter into this agreement on the terms and conditions herein set forth and to transfer the legal and beneficial title to and ownership of the Tagish Shares to the Purchaser;
- (g) no person has any right, present or future, contingent or absolute, to require Tagish to issue any share in its capital and, in particular, there are no outstanding securities of Tagish which are convertible into shares in the capital of Tagish, and there are no outstanding options on or rights to subscribe for any of the unissued shares in the capital of Tagish, or any agreements, options or understandings capable of becoming options or agreements to purchase the Tagish Shares;
- (h) Tagish is the registered owner of 100% of the Tagish Lake Project;
- (i) Tagish is duly and validly registered as required to carry on its business as now conducted by it and is licensed or qualified as a foreign corporation in each jurisdiction where the character of the property and assets owned by it or the nature of its business as now conducted by it requires it to be so licensed or qualified and the business of Tagish, since its incorporation has been carried on in the usual and ordinary course of such business;

- (j) to the best of the knowledge, information and belief of the Vendor, no action, suit, judgment, investigation, assessment, reassessment, litigation, determination, administrative or other proceeding, arbitration or dispute with any governmental authority, is in progress, pending or threatened by, on behalf of, or against Tagish, or its assets and no state of facts exists which could reasonably constitute a basis therefor;
- (k) Tagish is not in breach of any law, rule, statute, regulation or by-law applicable to it or its operations, properties or assets, the breach of which would result in a material adverse change in the position (financial, business or otherwise) or condition of Tagish;
- (l) Tagish has good title to and possession of its assets (including but not limited to the Tagish Lake Project), free and clear of all liens, charges or encumbrances;
- (m) Tagish is not a party to, nor is it bound by, any contract or commitment;
- (n) The Tagish Shares constitute "eligible property", within the meaning of section 85 of the *Income Tax Act* (Canada), of the Vendor; and
- (o) the Vendor is a "resident" of Canada and a "taxable Canadian corporation", both within the meaning of the *Income Tax Act* (Canada).

2.2 The Vendor acknowledges and agrees that Tagish does not have any outstanding bonds, debentures, mortgages, notes or other indebtedness and Tagish is not under any agreement to create or issue any bonds, debentures, mortgages, notes or other indebtedness.

### **3. PURCHASER'S WARRANTIES AND REPRESENTATIONS**

3.1 The Purchaser warrants and represents to the Vendor that:

- (a) it is a company duly incorporated and is validly existing and in good standing under the laws of British Columbia;
- (b) the making of this agreement, the completion of the transactions contemplated hereby and the performance of and compliance with the terms hereof do not conflict with or result in the breach of any terms, provisions or conditions of, or constitute a default or require any consent or approval under the constating documents of the Purchaser or under any indenture, mortgage, deed of trust, shareholder's or other agreement, lease, franchise, certificate, consent, permit or other instrument to which the Purchaser is a party or is bound or under any judgment, decree, order, rule or regulation of any court or administrative body by which the Purchaser is bound or, to the knowledge of the Purchaser, any statute or regulation applicable to the Purchaser;
- (c) it has good and sufficient right and authority to enter into this agreement on the terms and conditions herein set forth;
- (d) it is a "taxable Canadian corporation" within the meaning of the *Income Tax Act* (Canada); and

- (e) the Whitehorse Shares to be issued pursuant to section 5.2(a) at the Closing Time shall be duly authorized, validly issued, and fully paid and non-assessable common shares in the authorized share structure of the Purchaser.

#### **4. PURCHASE AND SALE**

- 4.1 On the basis of the warranties and representations of the Vendor set forth in section 2.1 and the warranties and representations of the Purchaser set forth in section 3.1, and subject to the terms and conditions set forth in this agreement, the Vendor hereby sells and the Purchaser hereby purchases, effective as and from the Closing Time on the Closing Date, the Tagish Shares.

#### **5. CONSIDERATION**

- 5.1 The aggregate purchase price (the "**Purchase Price**") payable by the Purchaser to the Vendor for the Tagish Shares will be an amount equal to the fair market value of the Tagish Shares.
- 5.2 The Purchaser will pay and satisfy the Purchase Price at the Closing Time by:
  - (a) allotting and issuing to the Vendor 20,000,000 fully paid and non-assessable Whitehorse Shares; and
  - (b) issuing to the Vendor a demand promissory note with the principal amount of CAD\$3,000,000 bearing interest at 6% per annum (the "**Debt**") in substantially the form set out in Schedule "A".

#### **6. CLOSING OF PURCHASE AND SALE**

- 6.1 At or before the Closing Time, the Purchaser will deliver to the Vendor:
  - (a) one or more certificates representing the Whitehorse Shares to be issued to the Vendor pursuant to Section 5.2 hereof, duly registered in accordance with the instructions of the Vendor;
  - (b) a promissory note representing the Debt in a form satisfactory to the Vendor; and
  - (c) a copy of consent resolutions of the director of the Purchaser approving this agreement and the transactions contemplated hereby and approving all other required documents hereunder.
- 6.2 At or before the Closing Time, the Vendor will deliver to the Purchaser:
  - (a) one or more certificates representing the Tagish Shares registered in the name of the Vendor, duly signed off for transfer to the Purchaser, or an instrument of transfer in respect of the Tagish Shares; and
  - (b) a copy of consent resolutions of the director of Tagish, and such duly executed certificates, instruments and powers of attorney, as are required pursuant to the constating documents of Tagish and applicable laws to transfer to the Purchaser all of the right, title, and interest, both legal and beneficial, in and to, and ownership of, the Tagish Shares, free and clear of any liens, charges or encumbrances whatsoever.

## **7. ELECTION FOR TAX PURPOSES**

- 7.1 The Purchaser will, at the request of the Vendor, and in the sole discretion of the Vendor, jointly elect in the prescribed form and manner pursuant to Section 85(1) of the *Income Tax Act (Canada)* that the agreed amount in respect of the Tagish Shares for purposes of Section 85(1) will be such amount as the Vendor may specify, subject to the limits of the *Income Tax Act (Canada)*.

## **8. GENERAL**

- 8.1 The representations and warranties of the Vendor and the Purchaser set out in this agreement, and all covenants of the Vendor and the Purchaser set out in this agreement, will survive the completion of the sale and purchase of the Tagish Shares provided for in this agreement and, notwithstanding such completion, will continue in full force and effect for the benefit of the Purchaser or the Vendor, as the case may be, in accordance with the terms thereof.
- 8.2 The parties hereto covenant and agree to execute and deliver all such further documents and instruments and to do all acts and things as may be necessary or convenient to carry out the full intent and meaning of this agreement including, without limitation, to assure to the Purchaser all beneficial and registered, right, title and interest in and to, and ownership of, the Tagish Shares and to effect delivery of the consideration referred to in section 5.2 to the Vendor.
- 8.3 This agreement will enure to the benefit of and be binding upon the Vendor and the Purchaser and their respective successors and permitted assigns (provided that neither party may assign any of its rights or obligations hereunder without the prior consent of the other party).
- 8.4 This agreement shall be governed by and interpreted under the laws of British Columbia.
- 8.5 Time is of the essence of this agreement.
- 8.6 This agreement supersedes and replaces all prior agreements and documents of any kind between the Vendor and the Purchaser in relation to the subject matter hereof. This agreement may not be amended or modified in any respect except by written instrument signed by both parties.

*[Execution page follows]*

IN WITNESS WHEREOF the parties hereto have executed and delivered this agreement on the day and year first above written.

**NEW PACIFIC METALS CORP.**

Per: "Authorized Signatory" (signed)  
Authorized Signatory

**WHITEHORSE GOLD CORP.**

Per: "Authorized Signatory" (signed)  
Authorized Signatory

## SCHEDULE "A"

### FORM OF PROMISSORY NOTE

#### DEMAND PROMISSORY NOTE

**Principal:** CAD\$3,000,000

**Dated:** \_\_\_\_\_, 2020

**Interest Rate:** 6%

1. **FOR VALUE RECEIVED**, Whitehorse Gold Corp. (the "**Borrower**"), having a principal office located at Suite 1750 - 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1, promises to pay to or to the order of, New Pacific Metals Corp. (the "**Lender**") at Suite 1750 - 1066 West Hastings Street, Vancouver, British Columbia, V6E 3X1 (or at any other place as the Lender may, from time to time, designate by notice in writing to the Borrower):
  - (a) on demand, the principal sum of \$3,000,000 (the "**Principal**"); and
  - (b) a fixed rate of interest of 6% per annum, (the "**Interest Rate**"), on the unpaid portion of the Principal until the Principal is repaid in full, calculated on the basis of the actual number of days elapsed in a year, being 365 or 366, as the case may be, accruing and compounded on a monthly basis and payable in arrears in accordance with Section 2 both before and after default or judgment.
2. **Payment Upon Demand**—The Principal, together with any accrued but unpaid interest, will become due and will be paid in full on demand.
3. **Application of Payments**—Any amount paid in satisfaction of the indebtedness evidenced by this promissory note will be applied first in satisfaction of any accrued and unpaid interest which is due and payable and any overdue interest thereon, and then the remaining portion of the amount paid will be applied in satisfaction of the Principal owing under this promissory note.
4. **Prepayment**—The Borrower will be entitled to prepay the Principal, in whole or in part, together with interest at the Interest Rate calculated to the date of prepayment on the Principal being prepaid, at any time prior to a demand being made by the Lender, without any notice being given to the Lender and without any bonus or penalty being paid to the Lender, provided that the Borrower is not in default in the payment of any amount due under this promissory note. Any such prepayment will be applied to the Principal owing under this promissory note.
5. **Currency and Payment**—Any money to be paid pursuant to this promissory note must be paid by bank draft, certified cheque or electronic funds transfer of immediately available funds payable to the Lender, in lawful Canadian currency.
6. **Non-Waiver**—The extension of the time for making any payment which is due and payable under this promissory note, or the Lender's failure or delay in exercising or enforcing any rights or remedies under this promissory note, or under any instrument securing payment of the indebtedness evidenced by this promissory note, will not constitute a continuing waiver of the right of the Lender to enforce those rights and remedies in the future.

7. **Notices and Demands**—Any demand or notice to be made or given in connection with this promissory note will be in writing and will be personally delivered to an officer or responsible employee of the Borrower or the Lender or sent by facsimile, e-mail, or functionally equivalent electronic means, charges (if any) prepaid, at or to any address, electronic address, or facsimile number, as the case may be, as the Borrower or the Lender may designate to the other in accordance with this provision. Any demand or notice which is personally delivered will be deemed to have been validly and effectively given on the date of delivery if that date is a business day, and the delivery was made during normal business hours; otherwise, it will be deemed to have been validly and effectively given on the business day next following the date of delivery. Any demand or notice which is transmitted by facsimile, e-mail, or functionally equivalent electronic means will be deemed to have been validly and effectively given on the date of transmission if that date is a business day and the transmission was made during normal business hours of the recipient; otherwise, it will be deemed to have been validly and effectively given on the business day next following the date of transmission.
8. **Amendments**—No amendment or waiver of any provision of this promissory note or consent to any departure by the Borrower from any provision of this promissory note is effective unless it is in writing and signed by the Lender, and then the amendment, waiver or consent is effective only in the specific instance and for the specific purpose for which it is given.
9. **Collection Expenses**—The Borrower will pay all costs and expenses incurred by the Lender in collecting any amount due, and enforcing its rights, under this promissory note, including, without limitation, reasonable legal fees and disbursements. Those costs and expenses will be added to the Principal and will bear interest at the Interest Rate.
10. **Governing Law**—This promissory note will be governed by and construed in all respects in accordance with the laws of the Province of British Columbia and the laws of Canada applicable in that Province.
11. **Time of the Essence**—Time will in all respects be of the essence of this promissory note.
12. **Waiver of Benefits**—Presentment for payment, protest and notice of protest, notice of non-payment and notice of dishonour are waived by the Borrower.
13. **Assignment**—The Borrower will not be permitted to assign this promissory note, in whole or in part, without the prior written consent of the Lender. The Lender may assign (including by way of security) this promissory note, in whole or in part, without the prior written consent of the Borrower. This promissory note will be binding upon the successors and permitted assigns of the Borrower and will enure for the benefit of the Lender and its successors and assigns.

*[Execution page follows]*

The Borrower has executed this promissory note as of the date first above written.

**WHITEHORSE GOLD CORP.**

Per: \_\_\_\_\_  
c/s

Name: Michael Horner  
Title: President and CEO