

VOTING AND SUPPORT AGREEMENT

THIS AGREEMENT is made as of the ___ day of November 28, 2023.

BETWEEN:

(the “**Securityholder**”)

- and -

MONETA GOLD INC.

a company existing under the laws of the province of Ontario

(“**Moneta**”)

WHEREAS the Securityholder is the registered and/or beneficial owner of that number of issued and outstanding common shares (the “**Shares**”) in the capital of Nighthawk Gold Corp. (“**Nighthawk**”), a company existing under the laws of the Province of Ontario, set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS the Securityholder is the holder of that number of options to acquire Shares (the “**Options**”), Share purchase warrants to acquire Shares (the “**Warrants**”) and restricted share units of Nighthawk (the “**RSUs**”, and together with the Options and Warrants, the “**Convertible Securities**”) set forth on the Securityholder’s signature page attached to this Agreement.

AND WHEREAS Moneta and Nighthawk have entered into an arrangement agreement (the “**Arrangement Agreement**”) concurrently with the entering into of this Agreement and propose, subject to the terms and conditions of the Arrangement Agreement, to consummate an arrangement as set forth in the plan of arrangement attached to the Arrangement Agreement (the “**Arrangement**”).

AND WHEREAS the Securityholder acknowledges that Moneta would not enter into the Arrangement Agreement but for the execution and delivery of this Agreement by the Securityholder.

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained, the parties hereto agree as follows:

ARTICLE 1 INTERPRETATION

Section 1.1 Definitions

All terms used in this Agreement that are not defined herein and that are defined in the Arrangement Agreement shall have the respective meanings ascribed to them in the Arrangement Agreement. For the purposes of this Agreement:

“Subject Options” means that number of Options set forth on the Securityholder’s signature page attached to this Agreement, being all of the Options owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction;

“Subject RSUs” means that number of RSUs set forth on the Securityholder’s signature page attached to this Agreement, being all of the RSUs owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction;

“Subject Securities” means, collectively, the Securityholder’s Subject Shares, Subject Options, Subject Warrants and Subject RSUs;

“Subject Shares” means that number of Shares set forth on the Securityholder’s signature page attached to this Agreement, being all of the Shares owned legally or beneficially, either directly or indirectly, by the Securityholder or over which the Securityholder exercises control or direction, either directly or indirectly, and shall further include any Shares issued upon the exercise or vesting, as applicable, of Convertible Securities or otherwise acquired by the Securityholder after the date hereof; and

“Subject Warrants” means that number of Warrants set forth on the Securityholder’s signature page attached to this Agreement, being all of the Warrants owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction.

ARTICLE 2 COVENANTS

Section 2.1 General Covenants of the Securityholder

The Securityholder hereby covenants and agrees in favour of Moneta that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

- (a) at any meeting of securityholders of Nighthawk (including in connection with any separate vote of any sub-group of securityholders of Nighthawk that may be required to be held and of which sub-group the Securityholder forms part) called to vote upon any matters related to or transactions contemplated by the Arrangement, including the Nighthawk Arrangement Resolution, or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval with respect to any matters related to or transactions contemplated by the Arrangement, including the Nighthawk Arrangement Resolution, is sought, the Securityholder shall cause its Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (which have a right to vote at such meeting) in favour of the Nighthawk Arrangement Resolution and any other matter necessary for the consummation of the Arrangement;

- (b) at any meeting of securityholders of Nighthawk (including in connection with any separate vote of any sub-group of securityholders of Nighthawk that may be required to be held and of which sub-group the Securityholder forms part) or at any adjournment or postponement thereof or in any other circumstances upon which a vote, consent or other approval of all or some of the shareholders or other securityholders of Nighthawk is sought (including by written consent in lieu of a meeting), the Securityholder shall cause its Subject Securities (which have a right to vote at such meeting) to be counted as present for purposes of establishing quorum and shall vote (or cause to be voted) its Subject Securities (which have a right to vote at such meeting) against any Acquisition Proposal and/or any matter that could reasonably be expected to (i) result in a breach of any covenant, representation or warranty or any other obligation or agreement of Nighthawk under the Arrangement Agreement or of the Securityholder under this Agreement or (ii) delay, prevent, impede or frustrate the successful completion of the Arrangement and each of the transactions contemplated by the Arrangement Agreement;
- (c) the Securityholder hereby revokes any and all previous proxies granted or voting instruction forms or other voting documents delivered that may conflict or be inconsistent with the matters set forth in this Agreement;
- (d) the Securityholder hereby agrees not to, directly or indirectly, (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a “**Transfer**”), or enter into any agreement, option or other arrangement with respect to the Transfer of, any of its Subject Securities to any person, other than pursuant to the Arrangement Agreement, or (ii) grant any proxies or power of attorney, deposit any of its Subject Securities into any voting trust or enter into any voting arrangement, whether by proxy, voting agreement or otherwise, with respect to its Subject Securities, other than pursuant to this Agreement, except notwithstanding the foregoing, the Securityholder may (1) exercise Subject Options or Subject Warrants to acquire additional Shares, and (2) forfeit or otherwise Transfer a sufficient number of Subject Shares currently held or issued upon the exercise of such Subject Options or Subject Warrants in order for the Securityholder to satisfy the exercise price, withholding tax and any other obligations or payments required in connection with the exercise of the Subject Options or Subject Warrants;
- (e) the Securityholder shall not take any other action of any kind, directly or indirectly, which might reasonably be regarded as likely to reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Arrangement Agreement;
- (f) the Securityholder shall not exercise any rights of appraisal or rights of dissent with respect to the Arrangement or the transactions contemplated by the Arrangement Agreement that the Securityholder may have; **[and]**

- (g) without limiting the obligations in Section 2.1(a) and Section 2.1(b), no later than seven Business Days prior to the date of the Nighthawk Meeting: (i) with respect to all Subject Shares (and all Subject Securities which have a right to vote at such meeting) that are registered in the name of the Securityholder, the Securityholder shall deliver or cause to be delivered, in accordance with the instructions set out in the Joint Circular, a duly executed proxy or proxies directing the holder of such proxy or proxies to vote in favour of the Nighthawk Arrangement Resolution; and (ii) with respect to any Subject Shares (and any other Subject Securities which have a right to vote at such meeting) that are beneficially owned by the Securityholder but not registered in the name of the Securityholder, the Securityholder shall deliver a duly executed voting instruction form to the intermediary through which the Securityholder holds its beneficial interest in the Securityholder's Subject Securities, instructing that the Securityholder's Subject Securities (which have a right to vote at such meeting) be voted at the Nighthawk Meeting in favour of the Arrangement. Such proxy or proxies shall name those individuals as may be designated by Nighthawk in the Joint Circular and such proxy or proxies or voting instructions shall not be revoked, withdrawn or modified without the prior written consent of Moneta. [; and

- (h) not to, directly or indirectly:
 - (i) make, solicit, initiate, entertain, encourage, promote or facilitate, including by way of furnishing or affording access to information, or entering into any form of agreement, arrangement or understanding, any inquiries or the making of any proposals regarding, or take any other action that facilitates, directly or indirectly, any inquiry, proposal or offer with respect to, an Acquisition Proposal or that may reasonably be expected to constitute or lead to an Acquisition Proposal;

 - (ii) participate, directly or indirectly, in any discussions or negotiations regarding, or furnish to any person any information or otherwise co-operate with, respond to, assist or participate in any way with, any persons (other than Moneta and its subsidiaries) regarding an Acquisition Proposal or any inquiry, proposal or offer that could reasonably be expected to constitute or lead to an Acquisition Proposal; or

 - (iii) make any public announcement or take any other action inconsistent with the recommendation of the Nighthawk Board to approve the Arrangement.]¹

¹ Covenant only included for corporate signatories.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to and covenants with Moneta as follows, and acknowledges that Moneta is relying upon such representations, warranties and covenants in entering into this Agreement and the Arrangement Agreement:

- (a) **Incorporation; Capacity; Authorization.** Where the Securityholder is a corporation, it is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation; it has the requisite corporate power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform its obligations hereunder. Where the Securityholder is not a corporation, the Securityholder has the power and capacity and has received all requisite approvals to execute and deliver this Agreement and to perform the Securityholder's obligations hereunder.
- (b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation, enforceable against the Securityholder in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.
- (c) **Ownership of Shares and Other Securities.** The Securityholder is the sole registered and/or beneficial owner of its Subject Securities. As of the date hereof, the Securityholder does not directly or indirectly control or direct, or own or have any registered or beneficial interest in, any other securities of Nighthawk, other than as disclosed on the Securityholder's signature page attached to this Agreement.
- (d) **[No Breach.** Neither the execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby nor the compliance by the Securityholder with any of the provisions hereof will:
 - (i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default), or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal, under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Securityholder, if applicable, or under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound;

- (ii) require on the part of the Securityholder any filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Securityholder will undertake)) or permit, authorization, consent or approval of, any Governmental Entity or any other person; or
- (iii) subject to compliance with any approval or Laws contemplated by the Arrangement Agreement, violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Securityholder or any of its properties or assets,

in each case other than as would not be reasonably expected to have a material adverse effect on the Securityholder's ability to perform its obligations hereunder.]²

- (e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against the Securityholder or any of its properties that, individually or in the aggregate, would reasonably be expected to have a material adverse effect on the Securityholder's ability to enter into this Agreement and to perform its obligations hereunder. There is no judgment, decree or order of any Governmental Entity against the Securityholder that would reasonably be expected to have a material adverse effect on the Securityholder's ability to enter into this Agreement or to perform its obligations hereunder.
- (f) **No Agreements.** No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or Transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement or the Arrangement Agreement.
- (g) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote (or cause to be voted) the Subject Securities (which have a right to vote at such meeting) and to sell or cause the sale of all of the Subject Securities disclosed on the Securityholder's signature page as contemplated herein. None of the Subject Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of shareholders or give consents or approvals of any kind.
- (h) **Consents.** No consent, approval, order or authorization of, or declaration or filing with, any Governmental Entity or other person is required to be obtained

² Representation only included for corporate signatories.

by the Securityholder in connection with the execution, delivery or performance of this Agreement.

Section 3.2 Representations and Warranties of Moneta

Moneta hereby represents and warrants and covenants to the Securityholder, acknowledging that the Securityholder is relying upon such representations, warranties and covenants in entering into this Agreement:

- (a) **Capacity.** Moneta validly subsists under the laws of the Province of Ontario and has all necessary requisite corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.
- (b) **Authorization.** The execution, delivery and performance of this Agreement by Moneta has been duly authorized and no other internal proceedings on its part is necessary to authorize this Agreement or the transactions contemplated hereunder.
- (c) **Enforceable.** This Agreement has been duly executed and delivered by Moneta and constitutes a legal, valid and binding obligation, enforceable against Moneta in accordance with its terms, subject to bankruptcy, insolvency and other similar Laws affecting creditors' rights generally, and to general principles of equity.

ARTICLE 4 TERMINATION

Section 4.1 Termination

This Agreement may be terminated:

- (a) at any time upon the mutual written agreement of Moneta and the Securityholder;
- (b) by Moneta if: (i) any of the representations and warranties of the Securityholder in this Agreement shall not be true and correct in all material respects; or (ii) the Securityholder shall not have complied with its covenants to Moneta contained in this Agreement in all material respects;
- (c) by the Securityholder if: (i) any of the representations and warranties of Moneta in this Agreement shall not be true and correct in all material respects;; or (ii) without the consent of the Securityholder the Arrangement Agreement, including the consideration payable thereunder for the Subject Securities, is modified in a manner that is materially adverse to the Securityholder (provided, that, a decrease in the market price of Moneta's common shares will not constitute a decrease in the amount of the consideration payable for the outstanding Subject Securities as set out in the Arrangement Agreement); or

- (d) by Moneta or the Securityholder if the Arrangement Agreement is terminated in accordance with its terms.

Section 4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney which it may have given with respect of the Subject Securities.

**ARTICLE 5
GENERAL**

Section 5.1 Fiduciary Obligations

Moneta hereby agrees and acknowledges that the Securityholder is bound hereunder solely in the Securityholder's capacity as a securityholder of Nighthawk and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder or any of its directors, officers in their capacity as a director or officer of Nighthawk or any of its subsidiaries. For the avoidance of doubt, nothing in this Agreement shall limit or restrict any party from properly fulfilling that party's fiduciary duties as a director or officer of Nighthawk or any of its subsidiaries.

Section 5.2 Further Assurances

Each of the Securityholder and Moneta will, from time to time, execute and deliver all such further documents and instruments and do all such acts and things as the other party may reasonably require and at the requesting party's cost to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

Section 5.3 Disclosure

Each of the Securityholder and Moneta hereby consents to the disclosure of the substance of this Agreement in any press release or any circular relating to the Nighthawk Meeting and Moneta Meeting and the filing of a copy thereof by Nighthawk and Moneta at www.sedarplus.ca.

Except as set forth above or as required by applicable laws or regulations or by any Governmental Entity or in accordance with the requirements of any stock exchange, the parties shall not make any public announcement or statement with respect to this Agreement without the approval of the other party hereto, which shall not be unreasonably withheld or delayed. The parties agree to consult with the other party hereto prior to issuing each public announcement or statement with respect to this Agreement, subject to the overriding obligations of Laws.

Section 5.4 Time

Time shall be of the essence in this Agreement.

Section 5.5 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each of the parties hereby irrevocably attorns to the jurisdiction of the courts of the Province of Ontario in respect of all matters arising under or in relation to this Agreement.

Section 5.6 Entire Agreement

This Agreement, including the schedules hereto and the provisions of the Arrangement Agreement incorporated herein by reference constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes any prior agreement, representation or understanding with respect thereto.

Section 5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

Section 5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

Section 5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that neither party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other party hereto.

Section 5.10 No Third Party Beneficiaries

The parties intend that this Agreement will not benefit or create any right or cause of action in favour of any person, other than the parties and no person, other than the parties, is entitled to rely on the provisions of this Agreement in any action, suit, proceeding, hearing or other forum.

Section 5.11 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by email, in the case of:

- (a) Moneta, addressed as follows:

Moneta Gold Inc.

65 Third Avenue
Timmins, ON P4N 1C2

Attention: Josef Vejvoda
Email: *[contact information has been redacted]*

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

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

Attention: Eva Bellissimo
Email: *[contact information has been redacted]*

(b) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

Section 5.12 Specific Performance and other Equitable Rights

It is recognized and acknowledged that a breach by any party of any material obligations contained in this Agreement will cause the other party to sustain injury for which it would not have an adequate remedy at law for money damages. Accordingly, in the event of any such breach, any aggrieved party shall be entitled to the remedy of specific performance of such obligations and interlocutory, preliminary and permanent injunctive and other equitable relief in addition to any other remedy to which it may be entitled, at law or in equity. Any party that is a defendant or respondent shall waive any requirement for the securing or posting of any bond in connection with the remedy of specific performance. Each of the parties hereby consents to any preliminary applications for such relief to any court of competent jurisdiction. Such remedies shall not be exclusive remedies for the breach or threatened breach of this Agreement but shall be in addition to all other remedies at law or in equity.

Section 5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred.

Section 5.14 Independent Legal Advice

Each of the parties acknowledges that it has been afforded the opportunity to obtain independent legal advice and confirms by the execution and delivery of this Agreement that they have either done so or waived their right to do so in connection with the entering into of this Agreement.

Section 5.15 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile, e-mail transmission or other electronic means) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

Remainder of page intentionally left blank

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

MONETA GOLD INC.

By: _____
Name:
Title:

(Print Name of Securityholder)

(Signature of Securityholder or Authorized Signatory)

(Place of Residency)

(Print Name and Title)

Address: _____

Telephone: _____

Email: _____

(Number of Shares Held)

(Number of Options Held)

(Number of Warrants Held)

(Number of RSUs Held)
