AGENCY AGREEMENT

October 16, 2025

Wallbridge Mining Company Limited
129 Fielding Road
Lively, Ontario
P3Y 1L7

Attention: Mr. Brian W. Penny, Chief Executive Officer

Dear Sir:

BMO Nesbitt Burns Inc. ("**BMO**"), as lead agent and sole bookrunner, and SCP Resource Finance LP and Paradigm Capital Inc. (together with BMO, the "**Agents**" or "**we**") understand that Wallbridge Mining Company Limited ("**Wallbridge**" or the "**Corporation**") intends to issue and sell a combination of (i) 65,000,000 units of the Corporation (the "**Charity Flow-Through Units**") at a price of $0.15 per unit (the "**Charity Flow-Through Offer Price**") and (ii) 45,000,000 units of the Corporation (the "**Hard Dollar Units**", and together with the Charity Flow-Through Units, the "**Offered Securities**") at a price of $0.11 per unit (the "**Hard Dollar Unit Offer Price**"), for aggregate gross proceeds of up to $15,000,000 (the "**Offering**") to be conducted in each of the provinces of Canada except Québec (the "**Qualifying Jurisdictions**") pursuant to the Prospectus (as defined below) and on the terms and conditions set out herein.

Each Charity Flow-Through Unit will consist of one Common Share (as defined below) (each, a "**FT Share**") and one common share purchase warrant (a "**Warrant**"). Each FT Share will be issued as a "flow-through share" as defined in subsection 66(15) of the ITA (as defined below). Each Warrant will be exercisable for 36 months following the Closing Date and will entitle the holder to purchase one Common Share at an exercise price of $0.15 per share.

Each Hard Dollar Unit will consist of one Common Share (as defined below) (each, a "**HD Share**") and one Warrant.

We also understand that the Corporation intends to issue and sell, at the option of the Agents (the "**Over-Allotment Option**"), up to an additional 15% of the number of Charity Flow-Through Units and Hard Dollar Units (the "**Over-Allotment Securities**") at the Charity Flow-Through Offering Price and Hard Dollar Unit Offering Price, as applicable, to cover over-allotments, if any, and for market stabilization purposes. For greater certainty, the Agents can elect to exercise the Over-Allotment Option for Hard Dollar Units only, Charity Flow-Through Units only or in any combination thereof.

We also understand that the Corporation has (i) prepared and filed with the Ontario Securities Commission (the "**Reviewing Authority**"), the other Canadian Securities Regulators (as defined below) and the Autorité des marchés financiers in accordance with NI 44-101 (as defined below) and NI 44-102 (as defined below) (together, the "**Shelf Procedures**") a (final) short form base shelf prospectus dated January 2, 2024 relating to the offering from time to time of up to $50,000,000 aggregate initial offering price of Common Shares (as defined below), preferred shares, subscription receipts, warrants, debt securities and units of the Corporation (the "**Base Prospectus**") omitting the Shelf Information (as defined below) and other related

documents relating to the proposed distribution of the Offered Securities, and (ii) obtained from the Reviewing Authority receipts for the Base Prospectus for and on behalf of itself and each of the other Canadian Securities Regulators pursuant to MI 11-102 (as defined below) and NP 11-202 (as defined below) (together, the "**Passport System**").

We also understand that the Corporation will prepare and file, without delay, a prospectus supplement dated no later than October 16, 2025 relating to the Offering (the "**Prospectus Supplement**"), and all necessary related documents in order to qualify the Offered Securities for distribution to the public in each of the Qualifying Jurisdictions.

The Offered Securities shall in all material respects have the attributes and characteristics described in the Prospectus Supplement. The Offered Securities shall be in the form agreed to by the Corporation and the Agents. The Charity Flow-Through Units will be issued to purchasers in the Qualifying Jurisdictions under the Flow-Through Subscription Agreements (as defined below).

Based upon and subject to the terms and conditions set out in this Agreement, the Corporation hereby appoints the Agents as its sole and exclusive agents, to solicit, on a "best efforts" basis, offers to purchase the Offered Securities for sale to investors and the Agents hereby accept such appointment and agree to use their best efforts to attempt to sell the Offered Securities in accordance with the terms and conditions hereof. The Agents shall market the Offered Securities using the Prospectus.

The Corporation will have the sole right to accept offers to purchase Offered Securities from the Corporation. The Corporation reserves the right to withdraw, cancel or modify the offer made pursuant to the Prospectus and may, in its absolute discretion, reject any proposed purchase of Offered Securities from the Corporation in whole or in part.

The Corporation has been informed that Charity Flow-Through Purchasers (as defined below) may choose to dispose of some or all of the Charity Flow-Through Units in subsequent transactions (each, a "**Follow-On Transaction**"), including by (i) donating such units to registered charitable organizations who may in turn choose to sell such shares to purchasers arranged by the Agents at a price of $0.11 per unit (the "**Re-offer Price**") or (ii) selling such units to purchasers arranged by the Agents at the Re-offer Price per unit (such units being disposed of being referred to herein as the "**Secondary Units**"). The Prospectus will also qualify the distribution of the Secondary Units. All references herein to the "Offering" and the "Offered Securities" shall be deemed to include the Secondary Units and Over-Allotment Securities, as applicable.

The Offered Securities shall be offered and sold in the Qualifying Jurisdictions, provided, however, that Secondary Units may also be offered and sold as part of a Follow-On Transaction in the United States on a private placement basis in accordance with Schedule A attached hereto, which Schedule forms a part of this agreement (the "**Agency Agreement**"), and in compliance with U.S. Securities Laws (as defined below) to Persons whom the Agents reasonably believe to be Qualified Institutional Buyers (as defined below). Offers and sales of the Secondary Units shall only be made to persons outside the United States in accordance with Rule 903 of Regulation S (as defined below).

In consideration of the Agents' services to be rendered in connection with the Offering, including assisting in preparing documentation relating to the sale of the Offered Securities including the Prospectus Supplement (and any Supplementary Material (as defined below)) and

distributing the Offered Securities, directly and through other investment dealers and brokers, the Corporation agrees to pay the Commission (as defined below) to the Agents at the Time of Closing.

The following are the terms and conditions of the agreement between the Corporation and the Agents:

TERM AND CONDITIONS

1. Definitions and Interpretation

1.1 In this Agency Agreement:

"**Act**" means the *Business Corporation Act* (Ontario);

"**Affiliate**" means an affiliated entity for purposes of the *Securities Act* (Ontario);

"**Agency Agreement**" has the meaning given to that term above;

"**Agents' Counsel**" means Miller Thomson LLP;

"**Ancillary Documents**" means all agreements, certificates, indentures and documents (including the Flow-Through Subscription Agreements and the Warrant Indenture) executed and delivered, or to be executed and delivered, by the Corporation in connection with the transactions contemplated by this Agency Agreement;

"**Applicable Securities Laws**" means the Canadian Securities Laws and the U.S. Securities Laws;

"**Auditor**" means KPMG LLP;

"**Base Prospectus**" has the meaning given to that term above;

"**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal offices of Canadian Schedule I banks located in the City of Toronto, Ontario, are not open for business;

"**Canadian Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in the Qualifying Jurisdictions;

"**Canadian Securities Regulators**" means the applicable securities commissions or similar regulatory authorities in each of the Qualifying Jurisdictions, and "**Canadian Securities Regulator**" means any one of them;

"**CEE**" means an expense described in paragraph (f) of the definition of Canadian exploration expense in subsection 66.1(6) of the ITA, or which would be included in paragraph (h) of that definition if the reference therein to "paragraphs (a) to (d) and (f) to (g.4)" were read as "paragraph (f)," other than amounts which are prescribed to be "Canadian exploration and development overhead expense" for the purposes of paragraph 66(12.6)(b) of the ITA, the cost of acquiring or obtaining the use of seismic data described

in paragraph 66(12.6)(b.l) of the ITA, Canadian exploration expenses to the extent of the amount of assistance described in paragraph 66(12.6)(a) of the ITA, any expenditures described in paragraph 66(12.6)(b.2) of the ITA, or any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of the term "expense" in subsection 66(15) of the ITA;

"**Charity Flow-Through Offer Price**" has the meaning given to that term above;

"**Charity Flow-Through Purchasers**" means the persons who, as purchasers, acquire from the Corporation the Charity Flow-Through Units;

"**Charity Flow-Through Units**" has the meaning given to that term above;

"**Closing Date**" means October 31, 2025 or any earlier or later date as may be agreed to by Wallbridge and the Agents, each acting reasonably;

"**Commitment Amount**" means the aggregate Charity Flow-Through Offer Price paid by Charity Flow-Through Purchasers and received by the Corporation for the subscription of the Charity Flow-Through Units;

"**Commission**" has the meaning given to that term in Section 14;

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

"**Corporate Financial Information**" means the audited annual financial statements of the Corporation for the years ended December 31, 2024 and 2023, including the notes thereto, together with the report of the Auditor thereon and the unaudited interim financial statements of the Corporation for the six-month period ended June 30, 2025, including the notes thereto;

"**CRA**" means the Canada Revenue Agency;

"**Debt Instrument**" means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money;

"**distribution**" means distribution or distribution to the public, as the case may be, for the purposes of Canadian Securities Laws or any of them;

"**Environmental Laws**" means all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, bylaws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign, including laws, ordinances, regulations or orders, relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substances;

"**Environmental Permits**" means all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws;

"**Flow-Through Mining Expenditure**" means an expense that will, once renounced by the Corporation pursuant to the ITA to a Charity Flow-Through Purchaser, who is an individual (other than a trust or estate), qualify as a "flow-through mining expenditure" as defined in subsection 127(9) of the ITA (or would so qualify if the references to "before 2026" in paragraph (a) of the definition of "flow-through mining expenditure" in subsection 127(9) of the ITA were read as "before 2027" and the references in paragraphs (c) and (d) of that definition to "before April 2025" were read as "before April 2026") of the Charity Flow-Through Purchaser or, where the Charity Flow-Through Purchaser is a partnership, of the members of such Charity Flow-Through Purchaser who are individuals (other than a trust or estate) to the extent of their respective shares of the expense so renounced;

"**Flow-Through Subscription Agreements**" means the subscription and renunciation agreements for the Charity Flow-Through Units, to be entered into by the Corporation and by one or more of the Agents (or one or more sub-agents of an Agents) on behalf of the Charity Flow-Through Purchasers, each substantially in the form of Schedule D hereto;

"**FT Share"** has the meaning given to that term above;

"**Follow-On Transaction**" has the meaning given to that term above;

"**Governmental Authority**" means any: (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign; (b) any subdivision, agent, commission, board, or authority of any of the foregoing; or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Canadian Securities Regulators, the TSX and the Canadian Investment Regulatory Organization;

"**Hard Dollar Units**" has the meaning given to that term above;

"**HD Share**" has the meaning given to that term above;

"**IFRS**" means International Financial Reporting Standards, as issued by the International Accounting Standards Board;

"**Indemnified Party**" or "**Indemnified Parties**" has the meaning given to that term in Section 16.1;

"**ITA**" means the *Income Tax Act* (Canada) and regulations made pursuant thereto, all as may be amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly from time to time and, for greater certainty, includes the announcement on March 3, 2025 by the Honourable Jonathan Wilkinson, Minister of Energy and Natural Resources, announced on behalf of the Honourable Dominic LeBlanc, Minister of Finance and Intergovernmental Affairs, that the federal government proposes to extend the 15% Mineral Exploration Tax Credit for investors in "flow-through shares" for an additional two years, until March 31, 2027;

"**Laws**" means Canadian Securities Laws, U.S. Securities Laws and all other statutes, regulations, statutory rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guideline, of any Governmental Authority, and the term "applicable" with respect to such Laws and in the context that refers to one or more Persons, means that such Laws apply to such Person or Persons or its or their business, subsidiaries, undertaking, property or securities and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

"**Leased Premises**" means the office premises which are material to the Corporation and which the Corporation occupies as a tenant;

"**Liens**" 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, servitude, right of way, restrictive covenant, right of use 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 such property or assets;

"**marketing materials**" has the meaning given to that term in NI 41-101;

"**Material Adverse Effect**" means the effect resulting from any change in fact, event or change which has a material adverse effect on a Person's business, affairs, capital, operations, financial condition, prospects, properties or assets, in all cases, considered on a consolidated basis, or any fact, event or change which would result in the Offering Documents containing a misrepresentation;

"**Material Agreement**" means any contract, commitment, agreement (written or oral), instrument, lease or other document (including option agreements), to which the Corporation is a party or otherwise bound and which is material to the Corporation;

"**material change**" has the meaning given to that term in the *Securities Act* (Ontario); "**material fact**" has the meaning given to that term in the *Securities Act* (Ontario);

"**Material Property**" means the Corporation's material mineral property, being the Fenelon Gold Trend Property located in Northern Quebec, as described further in the Technical Report;

"**Material Offering Documents**" means the Flow-Through Subscription Agreements and the Warrant Indenture;

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

"**misrepresentation**" has the meaning given to that term in the *Securities Act* (Ontario);

"**NI 41-101**" means National Instrument 41-101 – *General Prospectus Requirements*;

"**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 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**NP 11-202**" means National Policy 11-202 – *Process For Prospectus Reviews in Multiple Jurisdictions*;

"**Offered Securities**" has the meaning given to that term above;

"**Offering**" has the meaning given to that term above;

"**Offering Documents**" means, collectively, the Prospectus and any Supplementary Material;

"**Offering Jurisdictions**" means the Qualifying Jurisdictions, the United States and any other jurisdiction permitted under this Agency Agreement;

"**Other Agreements**" has the meaning given to that term in Section 10(n);

"**Over-Allotment Closing Date**" means the third Business Day after the notice of exercise of the Over-Allotment Option is delivered to the Corporation, or any earlier or later date as may be agreed to in writing by the Corporation and the Agents, each acting reasonably;

"**Over-Allotment Option**" has the meaning given to that term above;

"**Over-Allotment Securities**" has the meaning given to that term above;

"**Passport System**" has the meaning given to that term above;

"**Person**" means 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;

"**Prescribed Forms**" means the forms prescribed from time to time under subsection 66(12.7) of the ITA, filed or to be filed by the Corporation within the prescribed time renouncing to the Charity Flow-Through Purchasers the Qualifying Expenditures incurred pursuant to the Flow-Through Subscription Agreements and all parts or copies of such forms required by the CRA, when applicable, to be delivered to the Charity Flow-Through Purchasers;

"**Principal Business Corporation**" means a "principal-business corporation" as defined in subsection 66(15) of the ITA;

"**Prospectus**" means, collectively, the Base Prospectus and the Prospectus Supplement, including the documents incorporated or deemed to be incorporated by reference therein;

"**Prospectus Supplement**" has the meaning ascribed to such term above;

"**Prospectus Supplement Date**" means the date of the Prospectus Supplement;

"**Purchasers**" means purchasers of Offered Securities under the Offering;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as defined in Rule 144A that is also an "accredited investor" within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

"**Qualifying Expenditure**" means an expense which is a CEE incurred (or deemed to be incurred) on or after the Closing Date and on or before the Termination Date, which may be renounced by the Corporation pursuant to subsection 66(12.6) of the ITA, in conjunction with subsection 66(12.66) of the ITA, as necessary, with an effective date not later than December 31, 2026 and in respect of which, but for the renunciation, the Corporation would be entitled to a deduction from income for income tax purposes, and on the date it is renounced is a Flow-Through Mining Expenditure;

"**Qualifying Jurisdictions**" has the meaning given to that term above;

"**Regulation S**" means Regulation S promulgated under the U.S. Securities Act;

"**Re-offer Price**" has the meaning given to that term above;

"**Rule 144A**" means Rule 144A under the U.S. Securities Act;

"**Secondary Securities**" means the Secondary Units, the FT Shares and Warrants comprising the Secondary Units and the Warrant Shares issuable upon the exercise of the Warrants comprising the Secondary Units;

"**Selling Firms**" has the meaning given to that term in Section 3.1;

"**Shelf Procedures**" has the meaning given to that term above;

"**Shelf Information**" means the information, if any, included in the Prospectus Supplement that is omitted from the Base Prospectus for which a final receipt has been obtained from the Canadian Securities Commissions, but that is deemed under the Shelf Procedures to be incorporated by reference into the Base Prospectus as of the date of the Prospectus Supplement;

"**Standard Listing Conditions**" has the meaning given to that term in Section 4.5(c);

"**subsidiary**" and "**subsidiaries**" have the meaning given to such terms in the Act;

"**Supplementary Material**" means, collectively: (a) any amendment or supplement to the Prospectus; (b) any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of Wallbridge under Canadian Securities Laws relating to the qualification for distribution of the Offered Securities; or (c) any other document that is delivered or intended to be delivered to a purchaser of Offered Securities; including, for greater certainty, any marketing material and any standard term sheet approved by the Corporation in accordance with Section 3.4;

"**Technical Report**" means the technical report with a signing date of March 26, 2025 prepared for the Corporation by InnovExplo Inc. in accordance with NI 43-101, for the Material Property, titled "NI 43-101 Technical Report and Preliminary Economic Assessment Update on the Fenelon Gold Trend Property, Quebec, Canada" with an effective date of March 21, 2025;

"**Term Sheet**" means the following written document that constitutes the template version of marketing materials that is required to be filed with the Canadian Securities Regulators in accordance with NI 44-101: the document dated October 14, 2025 entitled "Wallbridge Mining Company Limited – Treasury Offering of Charity Flow-Through Units and Hard Dollar Units";

"**Termination Date**" means December 31, 2026;

"**Time of Closing**" means: (a) 8:00 a.m. (Toronto time) on the Closing Date or the Over-Allotment Closing Date, as applicable; or (b) any other time on the Closing Date or the Over-Allotment Closing Date, as applicable, as may be agreed to by Wallbridge and BMO, on behalf of the Agents;

"**Transfer Agent**" means TSX Trust Company, at its principal offices in the City of Toronto, Ontario;

"**TSX**" means the Toronto Stock Exchange;

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

"**Unit Shares**" means together, the FT Shares and HD Shares;

"**U.S. 144A Certificate**" means each U.S. certificate, in a form and substance acceptable to the Agents, which has attached thereto a copy of the Prospectus, or any amendment or supplement thereto, delivered or to be delivered to offerees and purchasers of Secondary Units in the United States;

"**U.S. Affiliate**" means the U.S. registered broker-dealer affiliate of an Agent;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Person**" means a "U.S. person" as that term is defined in Rule 902(k) of Regulation S;

"**U.S. Securities Act**" means the United States *Securities Act* of 1933, as amended;

"**U.S. Securities Laws**" means all applicable securities laws in the United States, including without limitation, the U.S. Securities Act, the U.S. Exchange Act and the rules and regulations promulgated thereunder, and the applicable securities laws of any state of the United States;

"**Wallbridge**" or the "**Corporation**" means Wallbridge Mining Company Limited;

"**Warrant Indenture**" means the warrant indenture between the Corporation and TSX Trust Company, as warrant agent, dated as of the Closing Date with respect to the Warrants;

"**Warrants**" has the meaning given to that term above; and

"**Warrant Shares**" means the Common Shares issuable upon exercise of the Warrants.

1.2 *Incorporation of Schedules.* The Agents and the Corporation acknowledge that Schedules A to D attached hereto shall form part of this Agency Agreement.

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

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

1.5 *Knowledge.* In this Agency Agreement, a reference to "knowledge" of Wallbridge means to the best knowledge of Mr. Brian Penny and Ms. Mary Montgomery after due and reasonable inquiry, but without personal liability.

1.6 *Information Relating to Agents.* Where this Agency Agreement references information and statements relating solely to the Agents (and/or their U.S. Affiliates) and furnished by them specifically for use in the Offering Documents, or any part thereof, the statements set forth under the heading "Plan of Distribution" in the Prospectus or any Supplementary Material, or that relate to over-allotment and stabilization activities that may be undertaken by the Agents, constitute the only such information and statements.

2. Filing of the Prospectus Supplement and Qualification for Distribution

2.1 The Corporation will fulfil to the satisfaction of the Agents, acting reasonably, all legal requirements to be fulfilled by the Corporation to enable the Offered Securities to be offered for sale and sold to the public in each of the Qualifying Jurisdictions by or through the Agents and other investment dealers and brokers who comply with Canadian Securities Laws.

2.2 The Corporation will (i) prepare and file, promptly after the execution of this Agreement and not later than October 16, 2025 with the Reviewing Authority as principal regulator, and with the securities regulatory authorities in each of the other Qualifying Jurisdictions, in accordance with the Shelf Procedures, the Prospectus Supplement, including the Shelf Information (in the English language), and (ii) advise the Agents promptly when such filings have been made. The Prospectus Supplement will be in such form as the Corporation and the Agents may mutually agree upon, acting reasonably, and may be filed only upon the deliveries referred to in Section 4.5 being completed.

2.3 Until the distribution of the Offered Securities will have been completed, the Corporation will promptly take or cause to be taken all additional steps and proceedings that from time to time may be required under Canadian Securities Laws to continue to qualify the Offered Securities for distribution to the public in the Qualifying Jurisdictions or in the event that the Offered Securities have, for any reason, ceased to so qualify, to again so qualify the Offered Securities in the Qualifying Jurisdictions.

2.4 The Corporation will provide to the Agents and the Agents' Counsel reasonable access during normal business hours, for the period from the date hereof through the Time of Closing, to the officers, employees, facilities, books and records of the Corporation and the Corporation Subsidiaries in order to conduct all due diligence which the Agents may reasonably require in order to fulfill their obligations as agents and in order to enable the Agents to execute the certificate required to be executed by the Agents in the Prospectus Supplement.

3. Distribution of the Offered Securities and Certain Obligations of the Agents

3.1 The Agents shall, during the course of the distribution of the Offered Securities, use their best efforts to solicit offers to purchase the Offered Securities from, and sell Offered Securities to, members of the public in the Qualifying Jurisdictions, directly and through other investment dealers and brokers (the Agents, together with such other investment dealers and brokers, are referred to herein as the "**Selling Firms**"), only as permitted by Canadian Securities Laws, upon the terms and conditions set forth in the Prospectus and in this Agreement.

3.2 The agency sales contemplated hereby shall be subject to acceptance by the Corporation of offers to purchase the Offered Securities. The Agents will not at any time be obliged to purchase any Offered Securities.

3.3 The Agents will not solicit offers to purchase or sell the Offered Securities so as to require registration thereof or filing of a prospectus with respect thereto under the laws of any jurisdiction (other than the Qualifying Jurisdictions) including the United States, and will require each Selling Firm to agree with the Agents not to so solicit or sell.

3.4 Each of the Agents hereby severally represents, warrants and covenants and will require each Selling Firm to represent, warrant and covenant to the Agents that: (a) other than the Prospectus and the Term Sheet, it has not provided, and will not without the prior written approval of the Corporation and BMO provide, any information in respect of the Offered Securities to any potential investors, including: (i) marketing materials in respect of the Offered Securities; and (ii) a standard term sheet in respect of the Offered Securities, relating to the offering of the Offered Securities and (b) it will provide a copy of the Base Prospectus and any Supplementary Material that has been filed with any marketing materials that are provided to a potential investor.

3.5 In the case of the electronic delivery of the Prospectus and any Supplementary Material, the Agents will comply with the provisions of National Policy 11-201 – *Electronic Delivery of Documents of the Canadian Securities Administrators*.

3.6 The Agents will use their reasonable efforts to complete, and to cause the Selling Firms to complete, the distribution of the Offered Securities as soon as possible and BMO will promptly notify the Corporation in writing of the completion of the distribution of the Offered Securities by the Selling Firms. After the Time of Closing, BMO, on behalf of the Agents, will provide the Corporation with such information as it may require with respect to the proceeds realized in each of the Qualifying Jurisdictions from the distribution of the Offered Securities for the purpose of payment of filing fees.

3.7 An Agent will not be liable to the Corporation under this Section 3 with respect to a default by another Agent under this Section.

3.8 The obligations of the Agents to execute any certificate or deliver any documents pertaining to the filing of the Prospectus Supplement or any Supplementary Material will be conditional upon compliance by the Corporation, to the date of such execution or delivery, with each of its covenants contained in Sections 2.4, 4.5, 6, 8 and 10.

4. Delivery of Offering Documents and Related Matters

4.1 The Corporation shall deliver without charge to the Agents, as soon as practicable and in any event within one (1) Business Day for deliveries within Toronto, Ontario and two (2) Business Days for deliveries outside of Toronto, Ontario of the Prospectus Supplement Date, and thereafter from time to time during the distribution of the Offered Securities, in such cities in the Offering Jurisdictions as the Agents shall notify the Corporation, as many commercial copies of the Prospectus Supplement, and the Base Prospectus, respectively, as the Agents may request for the purposes contemplated by the Applicable Securities Laws. The Corporation will similarly cause to be delivered to the Agents, in such cities in the Offering Jurisdictions as the Agents may request commercial copies of any Supplementary Material required or intended to be delivered to purchasers or prospective purchasers of the Offered Securities.

4.2 Each delivery of the Prospectus, each U.S. 144A Certificate or any Supplementary Material will have constituted and will constitute the Corporation's consent to the use of the Prospectus, each U.S. 144A Certificate and any Supplementary Material by the Agents, the U.S. Affiliates and the Selling Firms for the distribution of the Offered Securities in the Offering Jurisdictions in compliance with the provisions of this Agency Agreement.

4.3 Each delivery of the Prospectus and any Supplementary Material to the Agents by, or on behalf of, Wallbridge will constitute the representation and warranty of Wallbridge to the Agents that (except for information and statements relating solely to the Agents and furnished by them specifically for use in the Prospectuses), at the respective times of delivery:

(a) all information and statements contained therein are true and correct in all material respects and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to Wallbridge and the Offered Securities, as required by Canadian Securities Laws;

(b) no material fact or information has been omitted from such document which is required to be stated therein or is necessary to make the statements or information

contained therein not misleading in light of the circumstances in which they were made; and

(c) such document fully complies with the requirements of Canadian Securities Laws pursuant to which it was filed.

4.4 Each delivery of the Prospectus and any Supplementary Material to the Agents by Wallbridge will constitute the representation and warranty of Wallbridge to the Agents and the U.S. Affiliates that (except for information and statements relating solely to the Agents and the U.S. Affiliates and furnished by them specifically for use in the Prospectus and any Supplementary Material) at the respective times of delivery, such Prospectus or Supplementary Material being delivered does not contain an untrue statement of a material fact or omit to state a material fact that is required to be stated or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading.

4.5 Wallbridge will also deliver to the Agents without charge contemporaneously with, or prior to, the filing of the Prospectus Supplement:

(a) a copy of the Prospectus Supplement and the Base Prospectus, manually signed on behalf of the Corporation by the Persons and in the form required by Canadian Securities Laws, including copies of any documents incorporated by reference therein which have not previously been delivered to the Agents (provided that any documents incorporated by reference therein which are publicly available on SEDAR+ shall be deemed to be delivered to the Agents);

(b) a copy of any other document filed with, or delivered to, the Canadian Securities Regulators by Wallbridge under Canadian Securities Laws in connection with the Offering;

(c) evidence satisfactory to the Agents of the approval (or conditional approval) of the listing and posting for trading on the TSX of the Unit Shares and the Warrant Shares subject only to satisfaction by Wallbridge of customary post-closing conditions imposed by the TSX in similar circumstances (the "**Standard Listing Conditions**"); and

(d) a "long-form" comfort letter dated the date of the Prospectus Supplement in a form and substance acceptable to the Agents, acting reasonably, addressed to the Agents, from the Auditor, and based on a review completed no more than two (2) Business Days prior to the date of the Prospectus Supplement, with respect to financial and accounting information relating to the Corporate Financial Information in the Prospectus Supplement or incorporated therein, which letter shall be in addition to the auditor's consent and any auditor's comfort letter addressed to the Canadian Securities Regulators and filed with or delivered to the Canadian Securities Regulators under Canadian Securities Laws.

4.6 Comfort letters and other documents substantially similar to those referred to in this Section 4 will be delivered, as required, to the Agents and Wallbridge, and their respective counsel,

as applicable, with respect to any Supplementary Material, contemporaneously with, or prior to the filing or delivery of, any Supplementary Material.

4.7 Any press release announcing or otherwise referring to the Offering disseminated in the United States shall comply with the requirements of Rule 135c under the U.S. Securities Act and any press release announcing or otherwise referring to the Offering disseminated outside the United States shall include (i) an appropriate notation on each page as follows: "*Not for distribution to the U.S. news wire services, or dissemination in the United States*" and (ii) the following (or similar) disclosure:

> "The securities referred to in this news release have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), or any state securities laws and may not be offered or sold within the United States (as such term is defined in Regulation S under the U.S. Securities Act) absent such registration or an applicable exemption from the registration requirements of the U.S. Securities Act. This news release does not constitute an offer for sale of securities for sale, nor a solicitation for offers to buy any securities."

5. Material Changes During the Distribution of the Offered Securities

5.1 Wallbridge will immediately inform the Agents at first orally, and then in writing, during the period prior to the completion of the distribution of the Offered Securities of the full particulars of:

(a) any material change (whether actual, anticipated, threatened, contemplated) in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or ownership of Wallbridge, in each case on a consolidated basis (other than a change disclosed in the Prospectuses); or

(b) any material fact (whether actual, anticipated, threatened, contemplated, or proposed) that has arisen or would have been required to have been stated in any of the Offering Documents had that fact arisen or been discovered on, or prior to, the date of the Offering Documents, as the case may be; or

(c) any change (whether actual, anticipated, threatened, contemplated, or proposed by, to, or against) in any material fact or any misstatement of any material fact contained or incorporated by reference in any of the Offering Documents, or the coming into existence of any new material fact, in all cases which change or material fact is, or could reasonably be expected to be, of such a nature as:

(i) to render any of the Offering Documents, as they exist taken together in their entirety immediately prior to such change or material fact, misleading or untrue in any material respect or could result in any of such documents, as they exist taken together in their entirety immediately prior to such change or material fact, containing a misrepresentation; or

(ii) could result in any of the Offering Documents, as they exist taken together in their entirety immediately prior to such change or material fact, not complying with any Applicable Securities Laws; or

(iii) to constitute a Material Adverse Effect as it relates to Wallbridge.

5.2 Wallbridge shall comply with Part 6 of NI 41-101 and with the comparable provisions of Canadian Securities Laws, and Wallbridge will prepare and will file or deliver promptly at the request of the Agents, any Supplementary Material, which, in the opinion of the Agents and their counsel, acting reasonably, may be necessary, and will, until the distribution of the Offered Securities is complete, otherwise comply with all applicable filing, delivery and other requirements under Canadian Securities Laws arising as a result of such fact or change necessary to continue to qualify the Offered Securities for distribution to the public in each of the Qualifying Jurisdictions.

5.3 The Corporation and the Agents acknowledge that if the Prospectus (prior to amendment) contains a misrepresentation, the Corporation will promptly prepare and file with the Canadian Securities Regulators in the Qualifying Jurisdictions any amendment or supplement thereto which in the opinion of the Agents and the Corporation, acting reasonably, may be necessary or advisable to correct such misrepresentation.

5.4 In addition, if, during the period from the date hereof to the later of (i) the Closing Date and (ii) the date of the completion of the distribution of the Offered Securities, it shall be necessary to file or deliver any Supplementary Material to comply with any Applicable Securities Laws, the Corporation shall, in co-operation with the Agents, make any such filing and/or delivery as soon as reasonably possible.

5.5 In addition to the provisions of Section 5.1 and Section 5.2, Wallbridge will, acting reasonably, discuss with the Agents, any change, event, development or fact, contemplated, anticipated, threatened, or proposed which is of such a nature that there may be reasonable doubt as to whether written notice should be given to the Agents under Section 4 of this Agency Agreement and will consult with the Agents with respect to the form and substance of any Supplementary Material proposed to be filed or delivered by Wallbridge, it being understood and agreed that no such Supplementary Material will be filed by Wallbridge with any Canadian Securities Regulator or delivered to any purchaser or prospective purchaser until the Agents and their legal counsel: (a) have been given a reasonable opportunity to review; and (b) approve such material, acting reasonably.

6. Due Diligence

Prior to the Time of Closing, and, if applicable, prior to the filing or delivery of any Supplementary Material, the Agents, their legal counsel, and technical consultants will be provided with timely access to all information required to permit them to conduct a full due diligence investigation of Wallbridge and its business operations, properties, assets, affairs, prospects and financial condition. In particular, the Agents shall be permitted to conduct all due diligence that they may reasonably require in order to fulfil their obligations under Applicable Securities Laws, and in that regard, Wallbridge will make available to the Agents, their legal counsel, the Auditor, and technical consultants, on a timely basis, all corporate and operating records, contracts, resource and reserve reports, technical reports, feasibility studies, financial information, transaction record

books, current budgets, current forecasts, reports, key officers, as applicable, and other relevant documentation or information necessary in order to complete the due diligence investigation of Wallbridge, and its business operations, properties, assets, affairs, prospects and financial condition for this purpose, and without limiting the scope of the due diligence inquiries the Agents may conduct, to participate in one or more due diligence sessions to be held prior to the Time of Closing at which management of the Corporation, the Auditor, the authors of the Technical Report and the legal counsel of the Corporation shall participate. It shall be a condition precedent to: (a) the Agents' execution of any certificate in any Offering Document that the Agents be satisfied as to the form and substance of the document; and (b) the delivery of each U.S. 144A Certificate to any purchaser or prospective purchaser that the Agents and their U.S. Affiliates be satisfied as to the form and substance of such document.

7. Conditions of Closing

The Agents' obligations under this Agency Agreement to close the Offering are conditional upon (which conditions may be waived by the Agents in their sole discretion) and subject to:

7.1 *Canadian Legal Opinion.* The Agents receiving at the Time of Closing on the Closing Date a favourable legal opinion from Stikeman Elliott LLP, counsel to Wallbridge, who may rely on, or alternatively provide directly to the Agents, the opinions of local counsel acceptable to counsel to the Agents, acting reasonably, as to the qualification of the Offered Securities for sale to the public and as to other matters governed by the laws of jurisdictions in Canada other than the Province of Ontario, and may rely as to matters of fact on certificates of officers, public and exchange officials or of the Auditor or Transfer Agent, to the effect set forth below:

(a) Wallbridge has been incorporated and is existing under the laws of the Province of Ontario and has the corporate capacity and power to own and lease its properties and assets and to conduct its business as described in the Prospectus;

(b) the Corporation having the corporate power to execute and deliver this Agency Agreement and the Material Offering Documents, and to carry out the transactions contemplated hereby and thereby, under the laws of the Province of Ontario;

(c) as to the authorized and issued share capital of Wallbridge;

(d) all necessary corporate actions having been taken by Wallbridge to authorize the execution and delivery of the Agency Agreement and the Material Offering Documents, and the performance of its obligations hereunder and thereunder;

(e) the Agency Agreement and each of the Material Offering Documents having been duly executed and delivered by Wallbridge and constituting a legal, valid and binding obligation of, and being enforceable against, Wallbridge in accordance with its terms (subject to bankruptcy, insolvency or other Laws affecting the rights of creditors generally, general equitable principles including the availability of equitable remedies and the qualification that no opinion need be expressed as to rights to indemnity or contribution) and such other customary qualifications for an opinion of this nature;

(f) the execution and delivery by Wallbridge of the Agency Agreement and each of the Material Offering Documents, the fulfilment of the terms thereof by Wallbridge, and the issue, sale and delivery on the Closing Date of the Offered Securities (and the Over-Allotment Securities to the extent that the Over-Allotment Option is exercised) to the Agents as contemplated herein and therein, not constituting or resulting in a breach of or a default under, and not creating a state of facts which, after notice or lapse of time or both, will constitute or result in a breach of, and will not conflict with, any of the terms, conditions or provisions of the articles and by-laws of Wallbridge or any applicable Law of Ontario, and the federal Laws of Canada;

(g) all necessary corporate actions having been taken by Wallbridge to authorize the creation, issuance and delivery of the Offered Securities;

(h) all documents required to be filed with or delivered to the Canadian Securities Regulators by Wallbridge, and all proceedings required to be taken by Wallbridge under Applicable Securities Laws, have been filed or delivered and taken in order to qualify the distribution of the Offered Securities in each of the Qualifying Jurisdictions through investment dealers or brokers registered under the applicable Laws thereof who have complied with the relevant provisions thereof and no other documents will be required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained by Wallbridge under Applicable Securities Laws to permit the trading in the Qualifying Jurisdictions of the Offered Securities, through registrants duly registered under Applicable Securities Laws or in circumstances in which there is an exemption from the registration requirements of such applicable laws;

(i) the issuance of the Warrant Shares upon the exercise of the Warrants is exempt from the prospectus requirements of applicable Canadian Securities Laws and no documents are required to be filed, proceedings taken or approvals, permits, consents or authorizations obtained under the applicable Canadian Securities Laws to permit such issuance;

(j) the Offering Documents having been duly authorized and executed by the Corporation and all necessary corporate action has been taken by the Corporation to authorize the delivery of the Offering Documents to the Canadian Securities Regulators and the filing thereof, with the Canadian Securities Regulators;

(k) the Unit Shares and Warrant Shares having been conditionally approved, or approved, for listing on the TSX, subject only to the Standard Listing Conditions;

(l) the Unit Shares having been duly and validly authorized for issuance and sale, and at the Time of Closing and upon payment of the purchase price therefor, the Unit Shares being validly issued as fully paid and non-assessable Common Shares;

(m) the Warrants having been duly and validly created and issued;

(n) the Warrant Shares having been duly and validly authorized for issuance, and, upon exercise of the Warrants in accordance with the terms of the Warrant Indenture and

payment in full of the applicable exercise price therefor, the Warrant Shares being validly issued as fully paid and non-assessable Common Shares;

(o) the Over-Allotment Option has been duly and validly authorized and granted by the Corporation, and the Over-Allotment Securities issuable on exercise of the Over-Allotment Option will, upon exercise of the Over-Allotment Option and payment of the Charity Flow-Through Unit Offer Price and Hard Dollar Unit Offer Price Offer Price, as applicable, being validly issued by the Corporation and will upon issuance be fully paid and non-assessable securities in the capital of the Corporation;

(p) the attributes of the Offered Securities conform in all material respects with their description in the Prospectus Supplement;

(q) the Corporation being a reporting issuer (or the equivalent) under the Canadian Securities Laws of all of the Qualifying Jurisdictions, and not being included on a list of defaulting reporting issuers maintained by the securities regulators of such jurisdictions;

(r) subject to the qualifications and assumptions set out therein, the statements under the headings "Eligibility for Investment" and "Certain Canadian Federal Income Tax Considerations" in the Prospectus Supplement in so far as they purport to describe the provisions of the laws referred to therein, are fair and accurate summaries of the matters discussed therein;

(s) upon issue, the FT Shares will be "flow-through shares" as defined in subsection 66(15) of the ITA and will not be "prescribed shares" within the meaning of section 6202.1 of the regulations to the ITA except as a result of (i) any agreement, arrangement, undertaking or understanding to which the Corporation is not a party and of which it has no knowledge and (ii) any other action taken by a purchaser which causes any FT Shares to be or become "prescribed shares" within the meaning of section 6202.1 of the regulations to the ITA including as a result of any Follow-on Transaction;

(t) the Corporation qualifies as a "principal business corporation" within the meaning of subsection 66(15) of the ITA;

(u) the expenditures to be renounced in respect of the FT Shares, under the Flow-Through Subscription Agreements will be:

(i) "flow-through mining expenditures" as defined in subsection 127(9) of the ITA; and

(ii) expenses that qualify as "Canadian Exploration Expense" as described in paragraph (f) of the definition of "Canadian Exploration Expense" in subsection 66.1(6) of the ITA, or would be described in paragraph (h) of that definition if the reference therein to paragraphs (a) to (d) and (f) to (g.4) was a reference to paragraph (f), excluding amounts which are (A) prescribed to constitute "Canadian exploration and development overhead

expense" for the purposes of paragraph 66(12.6)(b) of the ITA, (B) Canadian exploration expenses to the extent of the amount of any assistance described in paragraph 66(12.6)(a) of the ITA, (C) the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6)(b.1) of the ITA, (D) any expenditures described in paragraph 66(12.6)(b.2) of the ITA or (E) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of "expense" in subsection 66(15) of the ITA; and

(v) TSX Trust Company has been duly appointed as (i) registrar and transfer agent of the Common Shares; and (ii) warrant agent for the Warrants under the Warrant Indenture.

7.2 *Opinion of United States Counsel for the Corporation*. If any Hard Dollar Units are sold to purchasers that are in the United States or a U.S. Person, the Agents will receive, at the Closing Time, a favourable legal opinion dated the Closing Date from Dorsey & Whitney LLP, special United States counsel to the Company, to the effect that no registration of the Hard Dollar Units offered and sold to purchasers that are in the United States or a U.S. Person will be required under the U.S. Securities Act, such opinion to be in form and substance, acceptable in all reasonable respects to the Agents and their legal counsel, it being understood that such counsel need not express its opinion with respect to any subsequent re-sale of such Hard Dollar Units.

7.3 *Title Opinion.* The Agents receiving, at the Time of Closing, a favourable legal opinion dated as of the Closing Date from Delegatus Lawyers Collective, counsel to Wallbridge, as to title matters in respect of the Material Property, in form and substance acceptable to the Agents, acting reasonably.

7.4 *Officer's Certificate of Wallbridge.* The Agents having received at the Time of Closing on the Closing Date, a certificate dated such date signed by the President and Chief Executive Officer and Chief Financial Officer of Wallbridge or another officer acceptable to the Agents in form and substance acceptable to the Agents with respect to:

(a) the constating documents of Wallbridge;

(b) the resolutions of the directors of Wallbridge relevant to the Offering, the allotment, issue (or reservation for issue) and sale of the Offered Securities, the authorization of this Agency Agreement, the Offering Documents, the Ancillary Documents and the other agreements and transactions contemplated by this Agency Agreement; and

(c) the incumbency and signatures of signing officers of Wallbridge.

7.5 *Lock-Up Agreements.* The Agents having received executed "lock-up" agreements, each substantially in the form of Schedule C hereto, between the Agents and each director and officer of the Corporation.

7.6 *Certificate of Transfer Agent and Registrar.* The Corporation having delivered to the Agents a certificate of the Transfer Agent, which certifies the number of Common Shares issued and outstanding on the day prior to the Closing Date.

7.7 *Certificate of Warrant Agent*. The Corporation having delivered to the Agents a certificate of TSX Trust Company, which certifies its appointment as warrant agent pursuant to the Warrant Indenture.

7.8 *Certificate of Status.* The Agents having received on the Closing Date, a certificate of status and/or compliance (or the equivalent), for Wallbridge, dated no earlier than the date prior to the Closing Date.

7.9 *Closing Certificate of Wallbridge.* Wallbridge having delivered to the Agents a certificate dated the Closing Date, addressed to the Agents and signed by the President and Chief Executive Officer and Chief Financial Officer of Wallbridge, certifying for and on behalf of Wallbridge, and not in their personal capacities, after having made due inquiries, with respect to the following matters:

(a) Wallbridge having complied with all the covenants, in all material respects, and satisfied all the terms and conditions of this Agency Agreement on its part to be complied with and satisfied at or prior to such Time of Closing;

(b) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Securities or any of the Corporation's issued securities having been issued, and no proceeding for such purpose, to the knowledge of such officers, being pending or threatened;

(c) subsequent to the date of this Agency Agreement, there having not occurred a material change, or any change or development that could reasonably be expected to result in a Material Adverse Effect, or the coming into existence or discovery of a material fact, other than as disclosed in the Prospectus or any Supplementary Material, as the case may be;

(d) subsequent to the date of this Agency Agreement, no material change relating to the Corporation having occurred since the date of this Agency Agreement other than as disclosed in the Prospectus or in any Supplementary Material; and

(e) the representations and warranties of Wallbridge contained in this Agency Agreement, any Material Offering Document and in any certificates of Wallbridge delivered pursuant to or in connection with this Agency Agreement, being true and correct in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects) as at the Time of Closing, with the same force and effect as if made on and as at such Time of Closing, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects), as of such date, after giving effect to the transactions contemplated by this Agency Agreement.

7.10 *"Bring-Down" Comfort Letters.* The Agents shall have received comfort letters of the Auditor in form and substance satisfactory to the Agents and their counsel, acting reasonably, similar to the comfort letters to be delivered to the Agents pursuant to Section 4.5(d) hereof, with any modifications necessary in the event additional information is incorporated by reference into the Prospectus, and updated to a date not less than two days prior to the Closing Date.

7.11 *Flow-Through Subscription Agreements*. The Corporation shall have accepted the Flow-Through Subscription Agreements.

7.12 *TSX Listing of Common Shares.* On the Closing Date, Wallbridge having delivered to the Agents evidence of the approval (or conditional approval) of the listing and posting for trading of the Unit Shares and the Warrant Shares on the TSX, subject only to satisfaction by Wallbridge of the Standard Listing Conditions.

7.13 *Electronic Deposit.* The Corporation shall have confirmed the electronic deposit of the Offered Securities through the facilities of CDS as specified in Section 12.2 hereof.

7.14 *Commission.* The Agents shall have received the Commission in the manner specified in Section 14 hereof.

7.15 *No Termination.* The Agents not having exercised any rights of termination set forth in Section 15.

7.16 *No Cease Trade Order.* At the Time of Closing, the Corporation not being the subject of a cease trading order made by any Canadian Securities Regulator or other competent authority which has not been rescinded.

7.17 *Representations and Warranties.* At the Time of Closing, the representations and warranties of Wallbridge contained in this Agency Agreement, any Material Offering Document and in any certificates of Wallbridge delivered pursuant to or in connection with this Agency Agreement, being true and correct in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects) as at the Time of Closing, with the same force and effect as if made on and as at the Time of Closing, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct, in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects), as of such date, after giving effect to the transactions contemplated by this Agency Agreement, and Wallbridge having complied with all terms and conditions of this Agency Agreement to be complied with by Wallbridge at or prior to the Time of Closing.

7.18 *Other Documentation.* The Agents having received at the Time of Closing such further certificates, opinions of counsel and other documentation from Wallbridge as may be contemplated herein or as the Agents may reasonably require, provided, however, that the Agents shall request any such certificate or document within a reasonable period prior to the Time of Closing that is sufficient for Wallbridge to obtain and deliver such certificate, opinion or document.

8. Representations and Warranties of Wallbridge

8.1 Wallbridge hereby represents and warrants to the Agents as set forth on Schedule B hereto.

8.2 Wallbridge makes the representations, warranties and covenants applicable to it in Schedule A hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule A form a part of this Agency Agreement.

9. Representations and Warranties of the Agents

9.1 Each Agent hereby severally, and not jointly, nor jointly and severally, represents and warrants that:

(a) it is, and will remain so, until the completion of the Offering, appropriately registered under applicable Canadian Securities Laws so as to permit it to lawfully fulfil its obligations hereunder;

(b) it has all requisite corporate power and authority to enter into this Agency Agreement and to carry out the transactions contemplated under this Agency Agreement on the terms and conditions set forth herein; and

(c) it has the authority to execute and deliver the Flow-Through Subscription Agreements on behalf of the Charity Flow-Through Purchasers.

9.2 Each Agent makes the representations, warranties and covenants applicable to it in Schedule A hereto and acknowledges that the terms and conditions of the representations, warranties and covenants of the parties contained in Schedule A form a part of this Agency Agreement.

9.3 The representations and warranties of each of the Agents contained in this Agency Agreement shall be true at the Time of Closing as though they were made at the Time of Closing and they shall not survive the completion of the transactions contemplated under this Agency Agreement but shall terminate on the completion of the distribution of the Offered Securities.

10. Additional Covenants of Wallbridge

In addition to any other covenant of Wallbridge set forth in this Agency Agreement, Wallbridge covenants with the Agents that:

(a) *Stock Exchange Listings.* Prior to the filing of the Prospectus Supplement with the Canadian Securities Regulators, Wallbridge will file or cause to be filed with the TSX all necessary documents and will take, or cause to be taken, all commercially reasonable steps necessary to ensure that the Unit Shares and Warrant Shares have been approved (or conditionally approved) for listing and for trading on the TSX, subject only to satisfaction by Wallbridge of the Standard Listing Conditions, and Wallbridge shall thereafter, fulfill the Standard Listing Conditions, if any, within the time period prescribed by the TSX;

(b) *Other Filings.* Wallbridge will make all necessary filings, use commercially reasonable efforts to obtain all necessary regulatory consents and approvals (if any) and Wallbridge will pay all filing fees required to be paid in connection with the transactions contemplated in this Agency Agreement;

(c) *Press Releases.* Subject to compliance with applicable Law, any press release of Wallbridge relating to the Offering will be provided in advance to BMO, on behalf of the Agents, and Wallbridge will agree to the form and substance thereof with BMO, on behalf of the Agents, each acting reasonably, prior to the release thereof;

(d) *Use of Proceeds.* Wallbridge shall use the net proceeds from the purchase and sale of the Offered Securities in accordance with the description set forth under the headings "Use of Proceeds" in the Prospectus Supplement;

(e) *Blackout Period.* Wallbridge agrees not to, directly or indirectly, issue any common shares or securities or other financial instruments convertible into or having the right to acquire Common Shares (other than (i) pursuant to rights or obligations under securities or instruments outstanding, (ii) to Agnico Eagles Mines Limited pursuant to its rights as a successor in interest to Kirkland Lake Gold Ltd. under the Participation Agreement between the Corporation and Kirkland Lake Gold Ltd. dated December 6, 2019, and (iii) pursuant to ordinary course director and officer equity compensation awards which may be granted pursuant to the terms of the Corporation's omnibus share based compensation plan) or enter into any agreement or arrangement under which you acquire or transfer to another, in whole or in part, any of the economic consequences of ownership of common shares, whether that agreement or arrangement may be settled by the delivery of common shares or other securities or cash, or agree to become bound to do so, or disclose to the public any intention to do so, for a period starting on the date hereof and ending on the date that is 90 days from the Closing Date, without the prior written consent of BMO, on behalf of the Agents, which consent will not be unreasonably withheld, other than issuances pursuant to a BMO-led flow-through offering at a price per flow-through common share at or above the Offer Price as mutually agreed between BMO and the Corporation;

Flow-Through Matters

(f) Wallbridge shall use the entire Commitment Amount to incur Qualifying Expenditures in the Province of Quebec;

(g) Wallbridge shall incur (or be deemed to have incurred) such Qualifying Expenditures in an amount equal to the Commitment Amount, during the period from and after the Closing Date to and including the Termination Date in accordance with this Agency Agreement and the Flow-Through Subscription Agreements and agrees to renounce to the Charity Flow-Through Purchasers, with an effective date no later than December 31, 2025, pursuant to subsection 66(12.6) of the ITA and in respect of Qualifying Expenditures incurred by the Corporation in 2025, in conjunction with subsection 66(12.66) of the ITA, as applicable Qualifying Expenditures incurred (or deemed to be incurred) by the Corporation

during the period from and after the Closing Date to and including the Termination Date, in an amount equal to the Commitment Amount;

(h) If Wallbridge receives, or becomes entitled to receive, or may reasonably be expected to receive, any assistance which is described in the definition of "assistance" in subsection 66(15) of the ITA and the receipt of, or entitlement or reasonable expectation to receive, such assistance has or will have the effect of reducing the amount of Qualifying Expenditures validly renounced to the Charity Flow-Through Purchasers to less than the Commitment Amount, the Corporation will incur (or be deemed to incur) additional Qualifying Expenditures using funds from sources other than the Commitment Amount in an amount equal to such assistance, such that the aggregate Qualifying Expenditures renounced to the applicable Charity Flow-Through Purchasers effective no later than December 31, 2025 pursuant to the terms of this Agency Agreement and the Flow-Through Subscription Agreements will not be less than nor exceed the Commitment Amount;

(i) Wallbridge will not be subject to the provisions of subsection 66(12.67) of the ITA in a manner which impairs its ability to renounce Qualifying Expenditures to the Charity Flow-Through Purchasers in an amount equal to the Commitment Amount and shall notify the Charity Flow-Through Purchasers in the event that it becomes aware of or is informed of an issue in relation to such Charity Flow-Through Purchasers' ability to claim such Qualifying Expenditures;

(j) If Wallbridge does not renounce to the Charity Flow-Through Purchasers effective on or before December 31, 2025 Qualifying Expenditures equal to the Commitment Amount, it shall indemnify and hold harmless each Charity Flow-Through Purchaser and each of the partners thereof if the Charity Flow-Through Purchaser is a partnership or a limited partnership (for the purposes of this paragraph each an "**Indemnified Person**") as to, and pay to the Indemnified Person on or before the 20th Business Day following the date the amount is definitively determined, an amount equal to the amount of any tax payable (within the meaning of subparagraph (c) of the definition of "excluded obligation" at subsection 6202.1(5) of the regulations to the ITA) under the ITA (and under the corresponding provincial legislation) by any Indemnified Person as a consequence of such failure. In the event that the amount renounced by the Corporation to the Charity Flow-Through Purchasers is reduced pursuant to subsection 66(12.73) of the ITA or under corresponding provincial legislation, the Corporation shall indemnify and hold harmless each Indemnified Person as to, and pay to the Indemnified Person on or before the 20th Business Day following the date that Wallbridge is provided with a copy of the notice of assessment or reassessment issued by the CRA to the Charity Flow-Through Purchaser pursuant to which such amount of tax is determined, an amount equal to the amount of any tax payable (within the meaning of subparagraph (c) of the definition of "excluded obligation" at subsection 6202.1(5) of the regulations to the ITA) payable under the ITA (and under the corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction provided that nothing in this paragraph shall derogate from any rights or remedies the Charity Flow-Through Purchasers may have at common law or civil

law with respect to liabilities other than those payable under the ITA. To the extent that any party entitled to be indemnified hereunder is not a signatory of the Flow-Through Subscription Agreement, the Charity Flow-Through Purchasers shall obtain and hold the rights and benefits of the Flow-Through Subscription Agreement in trust for, and on behalf of, such Person (provided that such Person is a disclosed principal for whom the Charity Flow-Through Purchasers is acting) and such Person shall be entitled to enforce the provisions of this section notwithstanding that such Person is not a signatory of the Flow-Through Subscription Agreement;

(k) Wallbridge shall file with the CRA (or any applicable provincial authority), within the time prescribed by subsection 66(12.68) of the ITA (or the corresponding provisions of any provincial legislation), the forms prescribed for the purposes of such legislation together with a copy of the Flow-Through Subscription Agreements or any "selling instrument" contemplated by such legislation and shall forthwith following such filing provide to the Charity Flow-Through Purchasers a copy of such form certified by an officer of the Corporation;

(l) Wallbridge shall file with the CRA and with any applicable provincial tax authority, before March of the year following a particular year, any return required to be filed under Part XII.6 of the ITA (or any corresponding provision of applicable provincial law) in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis;

(m) Wallbridge shall deliver to the Charity Flow-Through Purchasers, on or before March 1, 2026, the relevant Prescribed Forms (including form T101), fully completed and executed, renouncing to the Charity Flow-Through Purchasers, Qualifying Expenditures in an amount equal to the Commitment Amount with an effective date of no later than December 31, 2025, and such delivery shall constitute the authorization of the Corporation to the Charity Flow-Through Purchasers to file such Prescribed Forms with the relevant taxation authorities;

(n) Wallbridge shall incur and renounce Qualifying Expenditures pursuant to the Flow-Through Subscription Agreements and any other agreements (the "**Other Agreements**") with other Persons providing for the issue of Common Shares that qualify as "flow-through shares" as defined in subsection 66(15) of the ITA entered into by the Corporation on the Closing Date before incurring and renouncing Qualifying Expenditures pursuant to any other agreement which the Corporation may subsequently enter into after the Closing Date with any Person with respect to the issue of shares or rights which qualify as "flow-through shares" as defined in subsection 66(15) of the ITA. If the Corporation is required under the ITA or otherwise to reduce Qualifying Expenditures previously renounced to the Flow-Through Purchasers and unless any such Charity Flow-Through Purchaser would not be adversely affected or otherwise agrees, the reduction shall be made pro rata by the Commitment Amount allocable to each Charity Flow-Through Purchaser in relation to the aggregate Commitment Amount under the Flow-Through Subscription Agreements and each subscriber's subscription amount pursuant to the Other Agreements and only after the Corporation has first reduced to the extent

possible all CEE renounced to Persons (other than the Charity Flow-Through Purchasers and the subscribers under the Other Agreements) under any agreements relating to shares or rights which qualify as "flow-through shares" as defined in subsection 66(15) of the ITA entered into after the Closing Date;

(o) Upon Wallbridge becoming aware of the fact that an amount purportedly renounced pursuant to the Flow-Through Subscription Agreements exceeds the amount that it is entitled to renounce under the ITA, Wallbridge shall notify the Charity Flow-Through Purchasers and comply with subsection 66(12.73) of the ITA, including the filing with the CRA of the statements contemplated therein, a copy of which will be sent concurrently to the Charity Flow-Through Purchasers;

(p) Wallbridge shall not enter into any other agreement or transaction, and shall not take any deductions which would otherwise reduce its cumulative CEE to an extent that would prevent or restrict its ability to renounce Qualifying Expenditures to the Charity Flow-Through Purchasers in the aggregate amount equal to the Commitment Amount;

(q) Wallbridge shall maintain proper, complete and accurate accounting books and records relating to the Commitment Amount, the Qualifying Expenditures and the amounts renounced to the Charity Flow-Through Purchasers under this Agency Agreement and the Flow-Through Subscription Agreements. The Corporation shall retain all such books and records as may be required to support the renunciation of Qualifying Expenditures contemplated by this Agency Agreement and the Flow-Through Subscription Agreements and shall make such books and records available for inspection and audit by or on behalf of the Charity Flow-Through Purchasers, at such Flow-Through Purchaser's sole expense;

(r) Wallbridge covenants that the expenditures to be renounced by the Corporation to the Charity Flow-Through Purchasers:

(i) will constitute Qualifying Expenditures on the effective date of the renunciation;

(ii) will not include any amount that has previously been renounced by the Corporation to the Charity Flow-Through Purchasers or to any other Person;

(iii) would be deductible by the Corporation in computing its income for the purposes of Part I of the ITA but for the renunciation; and

(iv) will not be subject to any reduction under subsection 66(12.73) of the ITA;

(s) Wallbridge will not knowingly renounce any of the Qualifying Expenditures to a trust, corporation or partnership with which the Corporation has a prohibited relationship as defined in subsection 66(12.671) of the ITA;

(t) Wallbridge will not reduce the amount renounced to any Charity Flow-Through Purchaser pursuant to subsection 66(12.6) of the ITA or subsection 66(12.66) of the ITA;

(u) Wallbridge will not retain any Qualifying Expenditures for its own account until it has incurred, and is in the position to renounce in favour of each Charity Flow-Through Purchaser, Qualifying Expenditures which, in the aggregate, are equal to the Commitment Amount; and

(v) Wallbridge acknowledges that the Agents do not act as agent or representative of the Corporation in connection with any Follow-On Transaction, services or activities, if any, performed by the Agents in connection with any Follow-On Transaction are excluded from this Agency Agreement and the Corporation is not entitled, and will not become entitled, to receive any consideration in respect of any Follow-On Transaction that might occur.

11. Covenants of the Agents

11.1 The Agents hereby covenant and agree with Wallbridge the following:

(a) *Offering Jurisdictions and Offering Price.* During the period of distribution of the Offered Securities by or through the Agents, the Agents will offer and sell Offered Securities to the public only in the Qualifying Jurisdictions or where they may lawfully be offered for sale or sold directly and through other duly registered investment dealers and brokers (the Agents, together with such other investment dealers and brokers, are referred to herein as the "**Selling Firms**"), upon the terms and conditions set forth in the Prospectus and in this Agency Agreement. The Agents may also offer and sell the Secondary Securities in a Follow-On Transaction in the United States in accordance with Schedule A hereto. For the purposes of this Section 11.1(a), the Agents shall be entitled to assume that the Offered Securities are qualified for distribution in any Qualifying Jurisdiction where a receipt (or deemed receipt) has been obtained under the Passport System for the Base Prospectus.

(b) *Compliance with Applicable Securities Laws.* The Agents shall comply with, and will instruct any Selling Firms to comply with, the applicable Canadian Securities Laws in connection with the offer to sell and distribution of the Offered Securities and shall not, directly or indirectly, solicit offers to purchase or sell the Offered Securities or deliver any Offering Documents so as to require registration of the Offered Securities or filing of a prospectus or registration statement with respect to the Offered Securities or compliance by the Corporation with regulatory requirements (including any continuous disclosure obligations or similar reporting obligations) under the laws of any jurisdiction other than the Qualifying Jurisdictions, including, without limitation, the United States and the Agents shall not, and shall not instruct any Selling Firm to not, make any representations or warranties with respect to the Corporation or the Offered Securities, other than as set forth in the Offering Documents. The Agents will comply with the obligations applicable to them set out in Schedule A to this Agency Agreement.

(c) *Completion of Distribution.* The Agents will use their best efforts to complete the distribution of the Offered Securities as soon as possible and will notify Wallbridge when, in the Agents' opinion, the Agents have ceased the distribution of the Offered Securities, and, within 30 days after completion of the distribution, will provide

Wallbridge, in writing, with a breakdown of the number of Offered Securities distributed in each of the Qualifying Jurisdictions where that breakdown is required by a Canadian Securities Regulator for the purpose of calculating fees payable to, or making filings with, that Canadian Securities Regulator.

(d) *Flow-Through Subscription Agreements*. The Agents will obtain from each Charity Flow-Through Purchaser and deliver to the Corporation a Flow-Through Subscription Agreement in respect of any Charity Flow-Through Units purchased by Charity Flow-Through Purchasers.

(e) *Follow-On Transactions*. The Agents acknowledge and agree that:

(i) any person to whom Secondary Units are donated or resold by any person, including the Agents or the Charity Flow-Through Purchasers, will not be eligible for the tax benefits available to the Charity Flow-Through Purchasers under federal tax legislation;

(ii) the Corporation has no knowledge of any Follow-On Transactions other than that they may or may not occur, the Corporation will have no involvement or participation in any Follow-On Transactions, other than to register any transfer of securities required as a result, and the Corporation makes no representation or warranty with respect to the tax effect any Follow-On Transaction may have on the status of the Charity Flow-Through Units as "flow-through shares" for the purposes of the ITA;

(iii) if the Charity Flow-Through Units are determined to be "prescribed shares" under subsection 6202.1(1) of the regulations to the ITA as a result of a Follow- On Transaction or any other action taken by Charity Flow-Through Purchasers which cause the Charity Flow-Through Units to be or become "prescribed shares" within the meaning of section 6202.1 of the regulations to the ITA, the Corporation shall not be liable or responsible for any breach of any covenant or representation given in this Agency Agreement as a result of such determination; and

(iv) the Agents do not act, and will not purport to act, as agent or representative of the Corporation in connection with any Follow-On Transaction and services or activities, if any, performed by the Agents in connection with any Follow-On Transaction are excluded from this Agency Agreement. The consideration payable to the Agents hereunder is for the Agents' services in respect of the offering of the Offered Securities only.

11.2 *Liability on Default.* No Agent shall be liable to Wallbridge under this Agency Agreement with respect to any act, omission or default by any of the other Agents or another Agent's U.S. Affiliate, as the case may be, or for any default resulting from the Corporation's failure to comply with Applicable Securities Laws.

12. Closing

12.1 *Location of Closing.* The purchase and sale of the Offered Securities will be completed electronically between the parties at the Time of Closing or by such other method, date or time as may be mutually agreed.

12.2 *Securities.* At the Time of Closing, subject to the terms and conditions contained in this Agency Agreement, Wallbridge will deposit for the account of the Agents, the Offered Securities electronically with CDS Clearing and Depository Service Inc. through its non-certificated inventory system ("**NCI System**"), registered as directed by BMO, on behalf of the Agents, in writing by the Time of Closing, against payment by the Agents to the Corporation, at the direction of the Corporation, of the aggregate Charity Flow-Through Unit Offering Price and Hard Dollar Unit Offering Price, less an amount equal to the Commission and the out-of-pocket fees and expenses of the Agents payable by the Corporation pursuant to this Agency Agreement.

13. Over-Allotment Option

13.1 The Corporation hereby grants to the Agents the Over-Allotment Option to purchase the Over-Allotment Securities at the Charity Flow-Through Unit Offer Price and the Hard Dollar Unit Offer Price Offer Price, as applicable. The Over-Allotment Option may be exercised in whole or in part and from time to time prior to its expiry in accordance with the provisions of this Agency Agreement by BMO, on behalf of the Agents, by delivering to the Corporation written notice of exercise, setting out the number of Over-Allotment Securities to be purchased by the Agents, which notice must be received by the Corporation not later than 5:00 p.m. (Toronto time) on the date that is thirty (30) days after the Closing Date. Over-Allotment Shares may be purchased by the Agents only for the purpose of satisfying over-allotments made in connection with the distribution of the Offered Securities and for market stabilization purposes permitted pursuant to Canadian Securities Laws.

13.2 In the event that the Over-Allotment Option is exercised by the Agents and any of the Over-Allotment Shares are purchased by the Agents, the closing shall take place at the offices mentioned in Section 12 above, or at such other place as shall be agreed upon by the Agents and the Corporation, on each Over-Allotment Closing Date.

13.3 At the Time of Closing on an Over-Allotment Closing Date, if any, for the exercise of the Over-Allotment Option, subject to the terms and conditions contained in this Agency Agreement, the Corporation shall deposit, for the account of the Agents, the Over-Allotment Securities electronically through the NCI System, against payment by BMO, on behalf of the Agents to the Corporation, at the direction of the Corporation, of the aggregate Flow-Through Unit Offering Price and Hard Dollar Unit Offering Price less an amount equal to the applicable Commission and the out-of-pocket fees and expenses of the Agents payable by the Corporation pursuant to this Agency Agreement.

13.4 The closing of the Over-Allotment Option shall be conditional upon the conditions set forth in Section 7.8 through Section 7.18 being satisfied at the Time of Closing on the Over-Allotment Closing Date.

14. Compensation of the Agents

In consideration of the Agents' services to be rendered in connection with the Offering, the Corporation shall pay to the Agents a fee (the "**Commission**"), at the applicable Time of Closing, equal to 6% of (a) the aggregate gross cash proceeds received from the sale of the Offered Securities; and (b) if applicable, the aggregate gross cash proceeds received from the sale of the Over-Allotment Securities.

15. Termination Rights

15.1 It is understood that any Agent may waive in whole or in part, or extend the time for compliance with any of the terms and conditions in this Agency Agreement without prejudice to its rights in respect of any subsequent breach, provided that to be binding on an Agent any such waiver or extension must be in writing and executed by such Agent.

15.2 In addition to any other remedies which may be available to the Agents in respect of any default, act or failure to act, or non-compliance with the terms of this Agency Agreement by Wallbridge, any Agent shall be entitled, at such Agent's option, to terminate and cancel, without any liability on such Agent's part, such Agent's obligations under this Agency Agreement if, at or at any time prior to the applicable Time of Closing:

(a) (i) except for any inquiry, action, suit, investigation or other proceeding based solely upon the activities of the Agents in connection with the Offering, in relation to Wallbridge, any inquiry, action, suit, investigation or other proceeding, whether formal or informal, is commenced, announced, or threatened or any order or ruling is issued by any exchange or market, or any other regulatory authority in Canada or the United States; or (ii) any law or regulation under or pursuant to any statute of Canada or of any province thereof, or of the United States or any state or territory thereof, is promulgated or changed which inquiry, action, suit, investigation, proceeding, order, ruling, law or regulation, in the opinion of the Agents, acting reasonably, operates to prevent or materially restrict the distribution or trading of the Offered Securities or which, in the opinion of the Agent, in its sole discretion, acting reasonably, would reasonably be expected to have a significant adverse effect on the market price or value of the Offered Securities;

(b) there is a material change or a change in any material fact or a new material fact arises or is discovered that in the opinion of the Agent, in its sole discretion, acting reasonably, would be expected to have a significant adverse effect on the business, operations or capital of Wallbridge, or a significant adverse effect on the market price or value of the Offered Securities;

(c) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence, including, without limiting the generality of the foregoing, any natural catastrophe, act of war, civil insurrection, pandemic, terrorist action or similar event (whether or not in connection with such conflict or insurrection) or any governmental action, change of applicable law or regulation (or in the judicial interpretation thereof), inquiry or other occurrence of any nature whatsoever which, in such Agent's opinion, in its sole discretion, acting reasonably, seriously adversely affects the

market price or value of the Offered Securities, or will seriously adversely affect the financial markets or the business, operations or affairs of the Corporation;

(d) Wallbridge is in breach of any material term, condition or covenant of this Agency Agreement, or any representation or warranty given by Wallbridge in this Agency Agreement becomes, is discovered to be (whether by due diligence of the Agents or otherwise) or is materially false, and such breach or such materially false representation is: (i) in the reasonable opinion of such Agent (acting reasonably) not capable of being cured prior to the Closing Date; (ii) would result in the failure of any condition precedent set out in Section 6 hereof; or (iii) has not been rectified to the reasonable satisfaction of the Agents (acting reasonably) within 24 hours of when such Agent provides notice to Wallbridge of the same; or

(e) the Agents (or any of them), are unsatisfied with the results of their due diligence investigation of the Corporation, acting reasonably.

15.3 The rights of termination contained in this section may be exercised by any Agent giving written notice thereof to the Corporation and the other Agents at any time prior to the applicable Time of Closing and are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agency Agreement or otherwise. In the event of any such termination, there shall be no further liability or obligation on the part of such Agent to the Corporation or on the part of the Corporation to the Agent except in respect of any liability or obligation under any of Section 16, Section 17 and Section 18, which will remain in full force and effect.

16. Indemnity

16.1 Wallbridge covenants and agrees to protect, indemnify, and save harmless, each of the Agents and their respective U.S. Affiliates, and each of their respective directors, officers, employees, affiliates and agents and each Person, if any, who controls any Agent or its U.S. Affiliate (individually, an "**Indemnified Party**" and, collectively, the "**Indemnified Parties**"), against all losses (other than loss of profits and any other indirect or consequential damages arising in connection with such loss of profits), claims, suits, demands, liabilities, costs, damages, or expenses caused or incurred, whether directly or indirectly, by reason of:

(a) any of the Offering Documents, or any Ancillary Document delivered hereunder, containing, or being alleged to contain, a misrepresentation (as defined herein) or any misstatement of a material fact or any omission or alleged omission to state in the Offering Documents any material fact (except for any information and statements relating solely to the Agents and furnished by them specifically for use in the Offering Documents) required to be stated in the Offering Documents for such Offering Documents to contain full, true and plain disclosure of all material facts as required by Applicable Securities Laws or necessary to make any of the statements therein not misleading in light of the circumstances in which they were made;

(b) any order made, or inquiry, action, suit, investigation or proceeding commenced or threatened by any court, securities regulatory authority, stock exchange or other competent authority or any change of law or the interpretation or administration thereof based upon any misrepresentation, untrue statement or omission or any alleged misrepresentation, untrue statement or omission in the Offering Documents (except for information and statements relating solely to the Agents and furnished by them specifically for use in such documents) that operates or prevents or restricts the trading in any of Wallbridge's securities or the distribution of any of the Offered Securities in any of the Offering Jurisdictions;

(c) Wallbridge not complying, or alleged to have not complied, with any Applicable Securities Laws or stock exchange requirements in connection with the transactions herein contemplated including Wallbridge's non-compliance or alleged non-compliance with any statutory requirement to make any document available for inspection or to file or deliver any such document with or to a securities regulatory authority; or

(d) any breach of or default under a representation, warranty, covenant or agreement of Wallbridge contained in this Agency Agreement or the Ancillary Documents or any other document delivered under Applicable Securities Laws, or the failure of Wallbridge to comply with any of its obligations under this Agency Agreement, the Ancillary Documents or under Applicable Securities Laws,

provided that, if and to the extent that a court of competent jurisdiction in a final judgment from which no appeal can be made determines that such losses, claims, damages, suits, liabilities, costs or expenses resulted from the fraud, gross negligence, or willful misconduct of the Indemnified Party claiming indemnity, such Indemnified Party shall promptly reimburse to the Corporation any funds advanced to the Indemnified Party in respect of such losses, claims, damages, suits, liabilities, costs or expenses and the indemnity provided for in this Section 16 shall cease to apply to such Indemnified Party in respect of such losses, claims, damages, suits, liabilities, costs or expenses; provided that for greater certainty, the foregoing shall not disentitle an Agent from indemnification hereunder to the extent that gross negligence, if any, relates to the Agent's failure to conduct adequate "due diligence".

16.2 If any Indemnified Party receives notice of any formal proceeding commenced against it in a court of competent jurisdiction in respect of which indemnification is or might reasonably be considered to be provided under any of Section 16.1, such Indemnified Party will notify the indemnifying party (the "**Indemnifier**") as soon as possible of the nature of such claim (provided that the omission to so notify the Indemnifier will not relieve the Indemnifier of any liability that it may otherwise have to the Indemnified Party hereunder, except and only to the extent the Indemnifier is materially prejudiced by such omission) and the Indemnifier shall be entitled (but not required) to assume the defence of any suit brought to enforce such claim; provided, however, that the defence shall be through legal counsel reasonably acceptable to such Indemnified Party and that no settlement may be made by the Indemnifier or such Indemnified Party without the prior written consent of the other, such consent not to be unreasonably withheld.

16.3 In any such claim, such Indemnified Party shall have the right to retain other legal counsel to act on such Indemnified Party's behalf, provided that the reasonable fees and disbursements of such other legal counsel shall be paid by such Indemnified Party, unless: (i) the Indemnifier fails to assume the defence of such suit on behalf of the Indemnified Party within ten (10) Business Days of receiving actual notice of such suit or having assumed such defense, fails to pursue it; (ii) the employment of such counsel has been authorized by the Indemnifier; or (iii) the named parties to any such suit (including any added or third parties) include both the Indemnified Party and the Indemnifier, and the Indemnified Party has been advised in writing by counsel that there may be one or more legal defences available to the Indemnified Party which are different from or in addition to those available to the Indemnifier or the Indemnified Party is advised by counsel that there is an actual or potential conflict between the interests of the Indemnified Party and the Indemnifier (in each of which cases the Indemnifier shall not have the right to assume the defence of such suit on behalf of the Indemnified Party), in any of which circumstances the Indemnified Party shall be required to keep the Indemnifier apprised of the developments of the claim (except in the case where there is actual or potential conflict), including providing copies of any material documents related thereto to the Indemnifier, and the Indemnifier shall be liable to pay the reasonable fees and expenses of the counsel for the Indemnified Party, provided that in no circumstances will the Indemnifier be required to pay the fees and expenses of more than one set of legal counsel for all the Indemnified Parties.

16.4 To the extent that any Indemnified Party is not a party to this Agency Agreement, the Agents shall obtain and hold the right and benefit of this section in trust for and on behalf of such Indemnified Party.

16.5 The Indemnifier hereby consents to personal jurisdiction in any court in which any claim that is subject to indemnification hereunder is brought against the Agents or any Indemnified Party and to the assignment of the benefit of this section to any Indemnified Party for the purpose of enforcement provided that nothing herein shall limit the Indemnifier's right or ability to contest the appropriate jurisdiction or forum for the determination of any such claims.

16.6 Except as contemplated in this section, no Indemnifier shall be liable under this section for any settlement of any claim or action effected without its prior written consent, which shall not be unreasonably withheld.

17. Contribution

In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 16 would otherwise be available in accordance with its terms but is, for any reason not attributable to any one or more of the Indemnified Parties, held to be unavailable to or unenforceable by an Indemnified Party or is insufficient to hold the Indemnified Party harmless, the Corporation shall contribute to the amount paid or payable (or, if such indemnity is unavailable only in respect of a portion of the amount so paid or payable, such portion of the amount so paid or payable) by such Indemnified Party as a result of such liabilities, claims, suits, demands, losses, costs, damages and expenses:

(a) in such proportion as is appropriate to reflect the relative benefits received by the Corporation on the one hand and the Agents on the other from the offering of the Offered Securities and Over-Allotment Securities, if any; or

(b) if the allocation provided by clause (a) above is not permitted by applicable law, in such proportion as is appropriate to reflect not only the relative benefits referred to in clause (a) above but also the relative fault of the Corporation on the one hand and the Agents on the other hand in connection with the matters or things referred to in which resulted in such liabilities, claims, suits, demands, losses, costs, damages or expenses, as well as any other relevant equitable considerations,

provided that the Agents shall not in any event be liable to contribute, in the aggregate, any amount in excess of the Commission or any portion thereof actually received.

The relative benefits received by the Corporation on the one hand and the Agents on the other shall be deemed to be in the same ratio as the total proceeds from the offering of the Offered Securities and Over-Allotment Securities, if any, (net of the Commission payable to the Agents but before deducting expenses) received by the Corporation is to the Commission received by the Agents. Notwithstanding the foregoing, a Person guilty of fraud, gross negligence or willful misconduct shall not be entitled to contribution from any other party.

The relative fault of the Corporation on the one hand and of the Agents on the other shall be determined by reference to, among other things, whether the matters or things referred to in Section 16 which resulted in such liabilities, claims, suits, demands, losses, costs, damages and expenses relate to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Corporation or to information supplied by or steps or actions taken or done or not taken or done by or on behalf of the Agents and the relative intent, knowledge, access to information and opportunity to correct or prevent such statement, omission or misrepresentation, or other matter or thing referred to in Section 16. The amount paid or payable by an Indemnified Party as a result of the liabilities, claims, suits, demands, losses, costs, damages and expenses referred to above shall be deemed to include any legal or other expenses reasonably incurred by such Indemnified Party in connection with investigating or defending any such liabilities, claims, suits, demands, losses, costs, damages and expenses, whether or not resulting in an action, suit, proceeding or claim.

The parties agree that it would not be just and equitable if contribution pursuant to this Section 17 were determined by any method of allocation which does not take into account the equitable considerations referred to in this section.

18. Expenses

Whether or not the Offering is completed, the Corporation will be responsible for all of its expenses incurred in relation to the Offering, including the fees and disbursements of its legal counsel, the fees and disbursements of the Agents' counsel (provided that such fees shall be capped at $125,000 plus applicable taxes and disbursements), the "out of pocket" costs and expenses of the Agents, the fees and disbursements of the Auditor and technical consultants, Prospectus filing fees, stock exchange listing fees and printing costs.

For greater certainty, if the Offering is not completed due to any failure on the part of the Corporation to comply with the terms and conditions of this Agency Agreement the Corporation will reimburse the Agents for all costs and expenses.

19. Action by Agents

All steps which must or may be taken by the Agents in connection with this Agency Agreement, with the exception of: (a) the matters relating to termination contemplated by Section 15; (b) settlement of any indemnity claim contemplated by Section 16; and (c) waiver of a condition of closing as contemplated by Section 7, shall be taken by BMO, on behalf of itself and the other Agents, and the execution of this Agency Agreement shall constitute Wallbridge's authority for accepting notification of any such steps from, and for delivering the definitive certificates or electronic deposit representing the Offered Securities to, or to the account of, BMO. In all cases, BMO shall use its commercially reasonable efforts to consult with the other Agents prior to taking any action on their behalf, and shall in any event advise the Agents of steps taken on their behalf.

20. Governing Law

This Agency Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

21. Survival of Warranties, Representations, Covenants and Agreements

Except as expressly provided for in this Agency Agreement, all warranties, representations, covenants and agreements of Wallbridge and the Agents herein contained, or contained in documents submitted or required to be submitted pursuant to this Agency Agreement, shall survive the purchase and sale of the Offered Securities and shall continue in full force and effect, regardless of the closing of the sale of the Offered Securities and regardless of any investigation which may be carried on by the Agents, or on their behalf, for a period of three years following the Closing Date. Without limitation of the foregoing, the provisions contained in this Agency Agreement in any way related to the indemnification or the contribution obligations shall survive and continue in full force and effect, indefinitely, subject only to the limitation requirements of applicable law.

22. No Fiduciary Relationship

The Corporation hereby acknowledges that the Agents are acting solely as agents in connection with the purchase and sale of the Offered Securities. The Corporation further acknowledges that the Agents are acting pursuant to a contractual relationship created solely by this Agency Agreement entered into on an arm's length basis, and in no event do the parties intend that the Agents act or be responsible as a fiduciary to the Corporation, its management, shareholders or creditors or any other Person in connection with any activity that the Agents may undertake or have undertaken in furtherance of the purchase and sale of the Offered Securities, either before or after the date hereof. The Agents hereby expressly disclaim any fiduciary or similar obligations to the Corporation, either in connection with the transactions contemplated by this Agency Agreement or any matters leading up to such transactions, and the Corporation hereby confirms its understanding and agreement to that effect. The Corporation and the Agents agree that they are each responsible for making their own independent judgments with respect to any such transactions and that any opinions or views expressed by the Agents to the Corporation

regarding such transactions, including, but not limited to, any opinions or views with respect to the price or market for the Offered Securities, do not constitute advice or recommendations to the Corporation. The Corporation hereby waives and releases, to the fullest extent permitted by law, any claims that the Corporation may have against the Agents with respect to any breach or alleged breach of any fiduciary or similar duty to the Corporation in connection with the transactions contemplated by this Agency Agreement or any matters leading up to such transactions.

23. Notices

All notices or other communications by the terms hereof required or permitted to be given by one party to another shall be given in writing by personal delivery or by facsimile delivered or facsimile to such other party as follows:

(a) to Wallbridge at:
Wallbridge Mining Company Limited
129 Fielding Road
Lively, Ontario
P3Y 1L7

Attention: Mr. Brian W. Penny, Chief Executive Officer
Email: *[Redacted – Personal Information]*

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

Stikeman Elliott LLP
199 Bay Street, Suite 5300
Commerce Court West
Toronto, Ontario M5L 1B9

Attention: Mr. Colin Burn
Email: *[Redacted – Personal Information]*

(b) to any of the Agents c/o BMO at:

BMO Nesbitt Burns Inc.
1 First Canadian Place, 4th Floor
100 King Street West
P.O. Box 150
Toronto, Ontario M5X 1H3

Attention: Mr. Ilan Bahar
Email: *[Redacted – Personal Information]*

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

Miller Thomson LLP
40 King St West, Suite 6600
Toronto, Ontario M5H 3S1

Attention: Mr. Andrew Powers & Mr. Jeff Gebert
Email: *[Redacted – Personal Information]* & *[Redacted – Personal Information]*

or at such other address or facsimile number as may be given by either of them to the other in writing from time to time and such notices or other communications shall be deemed to have been received when delivered or, if facsimile, on the next Business Day after such notice or other communication has been facsimile (with receipt confirmed).

24. Counterpart Signature

This Agency Agreement may be executed in one or more counterparts (including counterparts by facsimile or PDF), which together shall constitute an original copy hereof as of the date first noted above.

25. Time of the Essence

Time shall be of the essence in this Agency Agreement.

26. Severability

If any provision of this Agency Agreement is determined to be void or unenforceable, in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Agency Agreement and shall be severable from this Agency Agreement.

27. Entire Agreement

This Agency Agreement constitutes the entire agreement among the Agents and Wallbridge relating to the subject matter hereof.

28. Acceptance

If this Agency Agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by Wallbridge, please communicate your acceptance by executing where indicated below and returning by facsimile or PDF one copy and returning by an originally executed copy to BMO.

[Remainder of page is intentionally blank.]

Yours very truly,

BMO NESBITT BURNS INC.

By: *(signed) Ilan Bahar*
Name: Ilan Bahar
Title: Managing Director and Co-Head, Global Metals & Mining

SCP RESOURCE FINANCE LP, by its general partner, SCP RESOURCE FINANCE GP INC.

By: *(signed) David Wargo*
Name: David Wargo
Title: Chief Executive Officer & Head of Mining Investment

PARADIGM CAPITAL INC.

By: *(signed) John Booth*
Name: John Booth
Title: Head of Mining Investment Banking

The foregoing accurately reflects the terms of the transaction that we are to enter into and such terms are agreed to.

ACCEPTED as of this 16th day of October, 2025.

WALLBRIDGE MINING COMPANY LIMITED

By: *(signed) Brian W. Penny*

Name: Brian W. Penny
Title: Chief Executive Officer

SCHEDULE A
UNITED STATES OFFERS AND SALES

1. Definitions

As used in this Schedule and related exhibits, the following terms shall have the meanings indicated:

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Offered Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Offering or the Follow-On Transactions;

"**Foreign Issuer**" means a "foreign issuer" as that term is defined in Rule 902(e) of Regulation S;

"**General Solicitation**" and "**General Advertising**" mean "general solicitation" and "general advertising", respectively, as used in Rule 502(c) under the U.S. Securities Act, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"**Investment Company Act**" means the U.S. Investment Company Act of 1940, as amended, and the rules and regulations promulgated thereunder;

"**Offshore Transaction**" means an "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

"**SEC**" means the United States Securities and Exchange Commission;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S; and

"**U.S. Purchasers**" means purchasers of Secondary Securities pursuant to Follow On Transactions who are in the United States or purchasing the Secondary Securities for the account or benefit of a person in the United States or a U.S. Person."

All other capitalized terms used but not otherwise defined in this Schedule shall have the meanings given to them in the Agency Agreement to which this Schedule is attached and of which this Schedule forms a part.

2. Representations, Warranties and Covenants of the Corporation

The Corporation represents, warrants and covenants to the Agents that:

(a) it is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the common shares of the Corporation;

(b) in connection with offers and sales of the Offered Securities outside the United States, the Corporation, each of its affiliates, and any person acting on its or their behalf (other than the Agents and their U.S. Affiliates or any members of the banking and selling group formed by them (the "**Selling Group**"), as to which no representation or warranty is made) have complied and will comply with the requirements for an Offshore Transaction;

(c) neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, the U.S. Affiliates or any members of the Selling Group, as to whom the Corporation makes no representation), has engaged or will engage in any Directed Selling Efforts or any form of General Solicitation or General Advertising (or has acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act) with respect to the Offered Securities or the Secondary Securities or has taken or will take any action that would cause the applicable exemption or exclusion from registration under the U.S. Securities Act afforded by (A) Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of Offered Securities in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States, (B) Rule 144A to be unavailable for offers and sales of Secondary Securities in any Follow-On Transaction in the United States or to, or for the account or benefit of, a U.S. Person or a person in the United States in accordance with this Agency Agreement or (C) Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities outside of the United States in accordance with this Agency Agreement;

(d) the Offered Securities are not, and as of the Closing will not be, and no securities of the same class as the Offered Securities are: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in an "automated inter-dealer quotation system", as such term is used in the U.S. Exchange Act; or (iii) convertible or exchangeable into, or exercisable for, securities so listed or quoted at an effective conversion or exercise premium (calculated as specified in paragraph (a)(6) and (a)(7) of Rule 144A) of less than ten percent for securities so listed or quoted;

(e) in connection with the resale of Secondary Securities to Qualified Institutional Buyers in each of the Follow-On Transactions, the Corporation shall make available to such Qualified Institutional Buyers the information required to be provided pursuant to Rule 144A(d)(4) under the U.S. Securities Act;

(f) none of the Corporation, its affiliates or any person acting on its or their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering or any Follow-On Transaction;

(g) the Corporation is not, and after giving effect to the Offering and the application of the proceeds as contemplated herein and in the Prospectus will not be, registered as

an investment company nor will it be required to register as an investment company under the *Investment Company Act*;

(h) except with respect to offers by the Agents and sales by the Corporation in accordance with Section 4(a)(2) under the U.S. Securities Act and this Schedule "A" to Qualified Institutional Buyers or offers and sales by the Agent in the Follow-on Transactions in reliance upon the exemption from registration under the U.S. Securities Act provided by Rule 144A, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, their respective U.S. Affiliates, any members of the Selling Group or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities in the United States; or (B) any sale of Offered Securities unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States, or (ii) the Corporation, its affiliates, and any person acting on their behalf (other than the Agents, their respective U.S. Affiliates, any members of the Selling Group or any person acting on their behalf, in respect of which no representation, warranty, covenant or agreement is made) reasonably believe that the purchaser is outside the United States; and

(i) none of the Corporation or any of its predecessors has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Securities Act.

3. Representations, Warranties and Covenants of the Agents

Each Agent and U.S. Affiliate jointly and not severally acknowledges, represents, warrants and covenants to the Corporation that:

(a) the Offered Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. It has offered and sold, and will offer and sell the Offered Securities forming part of its allotment (a) only in Offshore Transactions in accordance with Rule 903 of Regulation S or (b) in accordance with paragraphs 3(b) through 3(l) below. Accordingly, neither the Agent, its U.S. Affiliate nor any persons acting on its or their behalf, has made or will make (except as permitted in paragraphs 3(b) through 3(l) below): (i) any offer to sell or any solicitation of an offer to buy, any Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States; (ii) any sale of Offered Securities to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States, or the Agent, its U.S. Affiliate or persons acting on its or their behalf reasonably believed that such purchaser was outside the United States; or (iii) any Directed Selling Efforts in the United States with respect to the Offered Securities;

(b) it and its affiliates, including its U.S. Affiliate, have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Offered Securities or Secondary Securities in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(c) it has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities or the Secondary Securities, except with its U.S. Affiliate, any Selling Group members or with the prior written consent of the Corporation;

(d) it shall require each selling group member to agree, for the benefit of the Corporation, to comply with, and shall use its commercially reasonable efforts to ensure that each Selling Group member complies with, the provisions of this Schedule A applicable to the Agent as if such provisions applied to such Selling Group member;

(e) all offers and sales of Offered Securities or Secondary Securities have been or will be made in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States in the Offering or the Follow-On Transactions, as applicable, in accordance with any applicable U.S. federal or state laws or regulations governing the registration or conduct of securities brokers or dealers and applicable rules of the Financial Industry Regulatory Authority, Inc. Its U.S. Affiliate is on the date hereof, and will be on the date of each offer and sale of Offered Securities or Secondary Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and all applicable rules, and in good standing with, the Financial Industry Regulatory Authority, Inc.;

(f) it will solicit (and will cause its U.S. Affiliate to solicit, as applicable) offers for the Offered Securities or Secondary Securities in the United States only from, and will offer the Secondary Securities in Follow-On Transactions only in accordance with Section 4(a)(2) or Rule 144A, as applicable, to persons whom it reasonably believes to be Qualified Institutional Buyers in accordance with Rule 144A, pursuant to transactions that are exempt from registration under or in compliance with applicable U.S. state securities laws;

(g) it will inform (and will cause its U.S. Affiliate to inform, as applicable) all U.S. Purchasers and all persons who were offered Offered Securities or Secondary Securities, as applicable, in the United States that the Secondary Securities and Offered Securities, as applicable. have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers and offerees without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A or another exemption from

registration under the U.S. Securities Act, in each case, and in compliance with U.S. state securities laws;

(h) it shall cause its U.S. Affiliate to deliver a copy of the U.S. 144A Certificate, together with the Prospectus and any amendment thereto, as applicable, to each of its offerees in the United States at or prior to the time of purchase of Secondary Securities in any Follow-On Transaction, as applicable, and no other written material other shall be used in connection with the offer or sale of the Secondary Securities in the United States;

(i) neither the Agent, its U.S. Affiliate nor any persons acting on its or their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering or any Follow-On Transaction;

(j) at Closing it, together with its U.S. Affiliate offering the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States, will provide a certificate, substantially in the form of Exhibit A to this Schedule A, relating to the manner of the offer of Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States, or will be deemed to have represented and warranted for the benefit of the Corporation that neither it nor its U.S. Affiliate offered Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons or persons in the United States; and

(k) prior to the Closing Time, it will deliver signed copies of each Rule 144A Certificate, from each of the U.S. Purchasers to which it has offered and sold Secondary Securities.

EXHIBIT A

AGENT'S CERTIFICATE

In connection with the offer and sale of Offered Securities of Wallbridge Mining Company Limited (the "**Corporation**") in the United States as contemplated by the Agency Agreement dated October 16, 2025 among the Corporation and the agents party thereto (the "**Agency Agreement**"), the undersigned **[name of Agent]** (the "**Agent**") and **[name of U.S. affiliate of Agent]**, in its capacity as placement agent in the United States for the Agent (the "**U.S. Affiliate**"), each hereby certifies that:

(I) all offers to sell, solicitations of offers to buy and sales of the Offered Securities in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons, were made only through the U.S. Affiliate, or by the Agent in compliance with Rule 15a-6 under the U.S. Exchange Act, in compliance with all applicable United States state and federal broker-dealer requirements. The U.S. Affiliate is a duly registered broker or dealer with the SEC and in each state applicable to the U.S. Affiliate (unless exempt therefrom) and is a member of and in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof and at the time of such offers and sales by it of Offered Securities;

(II) all offers and sales of the Offered Securities in the United States or to, or for the account or benefit of, persons in the United States or U.S. Persons, have been conducted by us in accordance with the terms of Schedule A to the Agency Agreement;

(III) immediately prior to our making of any offers of Offered Securities to offerees in the United States or to, or for the account or benefit of, offerees that are in the United States or U.S. Persons, we had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer and, on the date hereof, we have reasonable grounds to believe and continue to believe that each U.S. Purchaser is a Qualified Institutional Buyer; and

(IV) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Offered Securities in the United States to, or for the account or benefit of, persons in the United States or U.S. Persons and we did not engage in any Directed Selling Efforts in connection with the offer or sale of the Offered Securities.

Terms used in this certificate have the meanings given to them in the Agency Agreement unless otherwise defined herein.

[Signature page follows]

Dated this _____ day of _____, 2025

[NAME OF AGENT]	**[INSERT NAME OF U.S. AFFILIATE]**
By:_____	By:_____
Name:	Name: Title:
Title:	

SCHEDULE B

REPRESENTATIONS AND WARRANTIES OF WALLBRIDGE

General Matters

(a) the Corporation (i) has been duly organized and is validly existing under the laws of the province of Ontario and is in good standing under the Act; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own or lease and operate its properties and assets; and (iii) has all requisite corporate power and authority to create, issue and sell the Offered Securities and to enter into and carry out its obligations under this Agency Agreement and the Material Offering Documents;

(b) no proceedings have been taken, instituted or, to the knowledge of the Corporation, are pending for the dissolution or liquidation of the Corporation;

(c) the Corporation has no subsidiaries;

(d) the Corporation is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all material applicable federal, provincial, municipal, and local laws, regulations and other lawful requirements of any governmental or regulatory body) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its property or carries on business to enable its business to be carried on as now conducted and its property and assets to be owned or leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would reasonably be expected to result in a Material Adverse Effect in respect of the Corporation;

(e) the execution and delivery of this Agency Agreement and each of the Material Offering Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Corporation and upon the execution and delivery hereof and thereof, this Agency Agreement and each of the Material Offering Documents shall constitute a valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, provided that enforcement thereof may be limited by laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability is subject to the provisions of the *Limitations Act, 2002* (Ontario);

(f) all consents, approvals, permits, authorizations or filings as may be required under Applicable Securities Laws necessary for the execution and delivery of this Agency

Agreement and the Material Offering Documents and the valid sale and delivery of the Offered Securities have been made or obtained or will be obtained prior to the Closing Date, as applicable, other than post-closing filings required to be made to the TSX relating to the Standard Listing Conditions;

(g) the Offering Documents, the execution and filing of each of the Offering Documents with the Canadian Securities Regulators have been or will be prior to the filing or use thereof duly approved and authorized by all necessary corporate action of the Corporation, and the Offering Documents will be duly executed by and filed on behalf of the Corporation;

(h) the execution and delivery of this Agency Agreement and the Material Offering Documents by the Corporation, the performance by the Corporation of its obligations hereunder and thereunder (including the issue and sale of the Offered Securities) and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both), and the Corporation is not currently in breach or default of, (A) any statute, rule or regulation applicable to the Corporation; (B) the constating documents or resolutions of the Corporation which are in effect at the date of hereof; (C) any Debt Instrument or Material Agreement; or (D) any judgment, decree or order binding the Corporation or the properties or assets thereof, except where such breach, violation or default would not reasonably be expected to result in a Material Adverse Effect in respect of the Corporation;

(i) the Unit Shares have been, or prior to the Time of Closing, will be validly authorized for issuance and upon their issuance and delivery against payment of the consideration set forth herein will be validly issued as fully paid and non-assessable Common Shares;

(j) the Warrants have been, or prior to the Time of Closing, will be validly created and authorized for issuance and upon their issuance and delivery against payment of the consideration set forth herein will be validly issued;

(k) the Warrant Shares have been, or prior to the Time of Closing, will be duly and validly authorized for issuance and, upon exercise of the Warrants in accordance with the terms of the Warrant Indenture, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

(l) the authorized and issued capital of the Corporation conform to the description thereof contained in the Offering Documents;

(m) the Corporation is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Corporation;

(n) the currently issued and outstanding Common Shares are listed and posted for trading on the TSX and no order ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Offered Securities or the trading of any of the Corporation's issued securities has been issued and, to the knowledge of the Corporation, no proceedings for such purpose have been threatened or are pending;

(o) the Corporation 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 TSX and the Corporation is currently in compliance, in all material respects, with the rules and regulations of the TSX;

(p) the Corporation has prepared and filed with the Reviewing Authority and the other Canadian Securities Regulators in accordance with the Shelf Procedures, the Base Prospectus and has obtained from the Reviewing Authority receipts for the Base Prospectus for and on behalf of itself and each of the other Canadian Securities Regulators pursuant to the Passport System. The aggregate offering amount of all securities issued pursuant to the Base Prospectus does not and, upon completion of the Offering, will not exceed $50,000,000 being the maximum allowable amount thereunder. The Corporation is eligible to use the Shelf Procedures to offer the Offered Securities;

(q) no person now has any agreement or option or right or privilege (whether at law, preemptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Corporation except as disclosed in the Offering Documents, and the number of common shares reserved for issue pursuant to outstanding options, warrants, share incentive plans, convertible, exercisable and exchangeable securities and other rights to acquire common shares conform to the description thereof in the Offering Documents;

(r) since December 31, 2024, other than as disclosed in the Offering Documents:

(i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Corporation;

(ii) there has not been any material change in the capital stock or long-term debt of the Corporation; and

(iii) the Corporation has carried on its businesses in the ordinary course;

(s) the Corporate Financial Information, presents fairly, in all material respects, the financial condition of the Corporation, on a consolidated basis, for the periods referred to therein and have been prepared in accordance with IFRS;

(t) there are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of the Corporation or other persons that would

reasonably be expected to result in a Material Adverse Effect in respect of the Corporation;

(u) there are no actions, proceedings or investigations (whether or not purportedly by or on behalf of the Corporation) commenced or, to the knowledge of the Corporation, threatened or pending against the Corporation or any of its former subsidiaries at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign, that would reasonably be expected to result in an adverse material change in respect of the Corporation;

(v) the Corporation is a "reporting issuer", not included in a list of defaulting reporting issuers maintained by the Canadian Securities Regulators in each of the Qualifying Jurisdictions and, without limiting the foregoing, the Corporation has at all times complied, in all material respects, with its obligations to make timely disclosure of all material changes relating to it and there is no material change relating to the Corporation which has occurred and with respect to which the requisite news release has not been disseminated or material change report has not been filed with such Canadian Securities Regulators (except a material change report in respect of the offer and sale of Offered Securities hereunder);

(w) all material filings and fees required to be made and paid by the Corporation pursuant to Applicable Securities Laws and general corporate law have been made and paid and the information and statements set forth in the material incorporated by reference in the Offering Documents were accurate in all material respects and did not contain any misrepresentation as of the date of such information or statement, and the Corporation has not filed any confidential material change report with any Canadian Securities Regulators that is still maintained on a confidential basis;

(x) the Auditor an is independent public accountant as required by Canadian Securities Laws;

(y) there has not been any "reportable event" (within the meaning of NI 51-102) with the Auditor or any former auditor of the Corporation;

(z) the Corporation is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation to compete in any line of business, transfer or move any of its assets or operations or which materially or adversely affects the business practices, operations or condition of the Corporation;

(aa) other than the Corporation or as otherwise contemplated herein, there is no Person that is or will be entitled to the proceeds of the Offering under the terms of any Debt Instrument, Material Agreement, or other instrument or document (written or unwritten);

(bb) 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;

(cc) the Corporation has not completed any "significant acquisition" nor is it proposing any "probable acquisitions" (within the meaning of such terms under NI 51-102) that would require the inclusion or incorporation by reference of any additional financial statements or pro forma financial statements in the Offering Documents or the filing of a Business Acquisition Report pursuant to Securities Laws.

(dd) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto due and payable by the Corporation and any of its former subsidiaries, have been paid except where the failure to pay such taxes would not reasonably be expected to result in a Material Adverse Effect in respect of the Corporation. All tax returns, declarations, remittances and filings required to be filed by the Corporation and any of its former subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings did not contain a misrepresentation as at the respective dates thereof except where the failure to file such documents or such misrepresentation would not reasonably be expected to result in a Material Adverse Effect in respect of the Corporation. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any of its former subsidiaries is currently in progress other than as disclosed to the Agents and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Corporation or any of its former subsidiaries, in any case, except where such examinations, issues or disputes would not reasonably be expected to result in a Material Adverse Effect in respect of the Corporation;

(ee) the Corporation, nor, to the Corporation's knowledge, any other person, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by the Corporation or such other person under any Debt Instrument or Material Agreement, and no event has occurred which with notice or lapse of time or both would constitute such a default by the Corporation or, to the Corporation's knowledge, any other party, except where such default or event would not reasonably be expected to result in an adverse material change in respect of the Corporation;

(ff) the Transfer Agent at its principal transfer office in the City of Toronto, Ontario has been duly appointed as the registrar and transfer agent in Canada in respect of the Common Shares;

(gg) TSX Trust Company at its principal transfer office in the City of Toronto, Ontario has been duly appointed as the registrar and transfer agent in Canada in respect of the Warrants;

(hh) except as disclosed in the Offering Documents, none of the directors, officers or employees of the Corporation, 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 or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction with the Corporation or any of its former subsidiaries which, as the case may be, materially affected, is material to or will materially affect the Corporation;

(ii) other than the Agents (or any of the Selling Firms) pursuant to this Agency Agreement or as otherwise contemplated herein, there is no person acting or purporting to act at the request of the Corporation who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the transactions contemplated herein;

(jj) except as disclosed in the Offering Documents, the Corporation has no material loans or other material indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with them other than for the reimbursement of ordinary course business expenses;

(kk) the assets of the Corporation and its businesses and operations 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 Corporation has not failed to promptly give any notice or present any material claim thereunder;

(ll) with respect to each of the Leased Premises, the Corporation occupies the Leased Premises and has the right to occupy and use the Leased Premises, subject to the terms of the respective leases, and each of the leases pursuant to which the Corporation occupies the Leased Premises is in good standing and in full force and effect;

(mm) all information that has been prepared by the Corporation relating to the Corporation and its business, property and liabilities and provided to the Agents, and that may be provided to the Agents prior to the Time of Closing, including all financial, marketing, technical and operational information, was, and will be, as of the date of such information, true and correct in all material respects, and no fact or facts have been or will be omitted therefrom which would make such information misleading in any material respect;

(nn) if required under the Canadian Securities Laws, all of the Material Agreements have been disclosed in the Offering Documents and have or will be filed with the Canadian Securities Regulators. The Corporation has not received any notification from any party that it intends to terminate any such Material Agreement;

(oo) no Canadian Securities Regulator, stock exchange or comparable authority has issued any order preventing or suspending the use or effectiveness of the Offering Documents or preventing the distribution of the Offered Securities, if any, in any

Qualifying Jurisdiction, nor instituted proceedings for that purpose and, to the knowledge of the Corporation, no such proceedings are pending or contemplated;

(pp) the form and terms of the certificate for the common shares have been approved and adopted by the board of directors of the Corporation, and comply with the provisions of the constating documents of the Corporation, the Act and the rules of the TSX;

(qq) the statements set out in the Offering Documents under the heading "Forward-Looking Information" has been prepared and disclosed in material compliance with Parts 4A and 4B of NI 51-102. The Corporation has no reason to believe that the actual results forecast or projected by such statements will not be achieved, and the Corporation does not expect to modify such forward-looking statements in any materially adverse manner during the period of distribution of the Offered Securities;

(rr) none of the directors or officers of the Corporation are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular exchange;

Due Diligence Matters

(ss) the minute books and records of the Corporation which the Corporation has made available to the Agents and their counsel, Miller Thomson LLP, in connection with their due diligence investigation of the Corporation for the period requested to the date of examination thereof are all of the minute books of the Corporation, contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects;

Mining and Environmental Matters

(tt) the Corporation is the registered or beneficial owner of the property interests in the Material Property as described in the Offering Documents and the Corporation holds either freehold title, leases, concessions, claims, licences, options, permits, contractual rights or participating interests or other conventional property or proprietary interests or rights, recognized in the Province of Quebec in respect of the mineral rights located on the Material Property in which the Corporation has an interest as described in the Offering Documents under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation to explore for mineral deposits relating thereto, free and clear of any Liens and no material commission, royalty, licence fee or similar payment to any Person (other than royalty or other payments which may become payable pursuant to applicable legislation in the Province of Quebec) with respect to the Material Property is payable other than as disclosed in the Offering Documents and no other material property rights (including access rights) are necessary for the conduct of the business of the Corporation as currently

conducted; and the Corporation knows of no claim or basis for any claim that might or could adversely affect the right of the Corporation, any co-owner or any joint venture partner, in any material manner to use, transfer, access or otherwise explore such property rights;

(uu) all material option agreements concerning mining interests to which the Corporation is a party or otherwise bound, are in good standing and there are no Liens registered or outstanding against the interests therein or the property related thereto, except in accordance with such option agreements and as set forth in the Offering Documents; all payment obligations thereunder have been met and, to the knowledge of the Corporation, the title to the property to which the option agreements relate are good and marketable and held by the titleholders who are parties to the respective option agreements;

(vv) the Corporation holds either exploration permits or contractual interests or rights in exploration permits recognized in the Province of Quebec under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation to access the Material Property and explore for the minerals relating thereto; all such exploration permits in which the Corporation has any interests or right have been, to the knowledge of the Corporation, validly registered in accordance with all applicable Laws, and are valid and subsisting; the Corporation has all necessary surface rights and access rights relating to the Material Property in which the Corporation has an interest as described in the Offering Documents granting the Corporation the right and ability to access the property and explore for minerals as are appropriate in view of their respective rights and interests therein, with only such exceptions as do not materially interfere with the access and use by the Corporation of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above are currently in good standing in the name of the Corporation;

(ww) any and all of the agreements and other documents and instruments pursuant to which the Corporation holds its Material Property and assets (including any option agreement or any interest in, or right to earn an interest in, any property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments, nor to the knowledge of the Corporation has any such default been alleged, except in each case as would not reasonably be expected to have a Material Adverse Effect on the Corporation. None of the properties comprising the Material Property (or any option agreement or any interest in, or right to earn an interest in, any property) of the Corporation is subject to any right of first refusal or purchase or acquisition rights;

(xx) there are no material claims with respect to indigenous rights, communities or land owners currently outstanding or, to the knowledge of the Corporation, threatened or pending, with respect to the Material Property and the activities conducted or proposed to be conducted thereon;

(yy) the Corporation is in compliance in all material respects with all Environmental Laws;

(zz) the Corporation has obtained all Environmental Permits necessary as at the date hereof for the operation of the business carried by the Corporation, and each Environmental Permit is valid, subsisting and in good standing in all material respects and the Corporation is not in default or breach of any Environmental Permit in any material respect and no proceeding is outstanding or, to the knowledge of the Corporation, has been threatened or is pending to revoke or limit any Environmental Permit;

(aaa) neither the Corporation nor any of its former subsidiaries has used, except in compliance in all material respects with all Environmental Laws and Environmental Permits, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any hazardous substance;

(bbb) neither the Corporation nor any of its former subsidiaries has received any notice of, or been prosecuted for, an offence alleging non-compliance in any material respect with any Environmental Laws, and neither the Corporation nor any of its former subsidiaries has settled any allegation of material non-compliance short of prosecution. There are no orders or directions issued against the Corporation or any of its former subsidiaries under Environmental Laws requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation, nor has the Corporation received notice of any of the same;

(ccc) there are no past unresolved or, to the Corporation's knowledge, any threatened or pending claims, complaints, notices or requests for information received by the Corporation or any of its former subsidiaries with respect to any alleged material violation of any Environmental Laws which would reasonably be expected to result in an adverse material change in respect of the Corporation; and no conditions exist at, on or under any property now or previously owned, operated, optioned or leased by the Corporation or any of its former subsidiaries which, with the passage of time, or the giving of notice or both, would give rise to liability under Environmental Laws that, individually or in the aggregate, would reasonably be expected to result in an adverse material change in respect of the Corporation;

(ddd) except as ordinarily or customarily required by applicable Environmental Permits, the Corporation has not received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local cleanup site or corrective action under Environmental Laws that would reasonably be expected to result in an adverse material change in respect of the Corporation;

(eee) there are no material environmental audits, evaluations, assessments, studies or tests relating to the Corporation or any of its former subsidiaries except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course;

(fff) the Corporation is in compliance, in all material respects, with the provisions of NI 43-101, and has filed all technical reports required to be filed pursuant thereto; there has been no change to the Technical Report of which the Corporation is aware that would require the filing of a new technical report under NI 43-101;

(ggg) all information requested by the authors of the Technical Report was made available to them, prior to the issuance of such report, for the purpose of preparing such report, which information, to the best of the knowledge of the Corporation, did not contain any material misrepresentation at the time such information was so provided;

(hhh) the information set forth in the Offering Documents relating to the estimates by the Corporation of mineral resources has been reviewed and verified by the applicable authors described in the Offering Documents under the heading "Interest of Experts" and there have been no material changes to such information since the date of delivery or preparation thereof;

Employment Matters

(iii) each material plan 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 for the benefit of any current or former director, officer, employee or consultant of the Corporation or any of its former subsidiaries (the "**Employee Plans**") has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case in all material respects and has been publicly disclosed to the extent required by Canadian Securities Laws;

(jjj) all material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums, accrued wages, salaries and commissions and employee benefit plan payments have been reflected in the books and records of the Corporation;

(kkk) there is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance or, to the knowledge of the Corporation, threatened or pending which is adversely affecting or would reasonably be expected to have a Material Adverse Effect on, the carrying on of the business of the Corporation, and the Corporation is not aware of any proposal to unionize its employees and no collective bargaining agreements are in place or currently being negotiated by the Corporation;

Compliance Matters

(lll) neither the Corporation nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other person acting on behalf of the

Corporation, is aware of or has taken any action, directly or indirectly, that has resulted or would result in a violation of the *Corruption of Foreign Public Officials Act* (Canada) (the "**CFPOA**") including, without limitation, making use of the mails or any means or instrumentality of interstate commerce corruptly in furtherance of an offer, payment, promise to pay or authorization of the payment of any money, or other property, gift, promise to give, or authorization of the giving of anything of value to any "foreign public official" (as such term is defined in the CFPOA) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the CFPOA; and the Corporation will monitor its businesses to ensure compliance with the CFPOA and, if violations of the CFPOA are found, will take remedial action to remedy such violations;

(mmm) the operations of the Corporation and any of its former subsidiaries are, and have been conducted at all times, in compliance with all material applicable financial recordkeeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or any of its former subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened;

Flow-Through Matters

(nnn) the Corporation has not entered into any agreements or made any covenants with any parties that would restrict the Corporation from entering into the Flow-Through Subscription Agreements and agreeing to incur and renounce Qualifying Expenditures between the Closing Date and the Termination Date, inclusive, in accordance with the Flow-Through Subscription Agreements, nor that would require the prior renunciation to any other person of Qualifying Expenditures prior to the renunciation of the aggregate Commitment Amount in favour of the Charity Flow-Through Purchasers;

(ooo) the Corporation has no reason to believe that it will be unable to incur (or be deemed to incur), on or after the Closing Date and on or before the Termination Date, or that it will be unable to renounce to the Charity Flow-Through Purchasers effective on or before December 31, 2025, Qualifying Expenditures in an aggregate amount equal to the Commitment Amount and the Corporation has no reason to expect any reduction of such amount by virtue of subsection 66(12.73) of the ITA;

(ppp) the Corporation is and will continue to be a Principal Business Corporation until such time as all of the Qualifying Expenditures required to be renounced under this Agency Agreement and the Flow-Through Subscription Agreements have been incurred or have been deemed to be incurred and validly renounced pursuant to the ITA;

(qqq) except as a result of any Follow-On Transaction or as a result of any agreement, arrangement, undertaking, or understanding to which the Corporation is not a party, upon issue the Charity Flow-Through Units will be "flow-through shares" as defined in subsection 66(15) of the ITA and will not be "prescribed shares" within the meaning of section 6202.1 of the regulations to the ITA;

(rrr) if the Corporation amalgamates with any one or more companies, any shares issued to or held by the Charity Flow-Through Purchasers as a replacement for the Charity Flow-Through Units as a result of such amalgamation will qualify, by virtue of subsection 87(4.4) of the ITA, as "flow-through shares" as defined in subsection 66(15) of the ITA and in particular will not be "prescribed shares" as defined in section 6202.1 of the regulations to the ITA;

(sss) the Corporation has never been in default of any of its legal obligations in respect of any flow-through share financings previously undertaken by the Corporation, including entering into any agreements or making any covenants with any parties with respect to the renunciation of CEE, which amounts have not been fully expended and renounced as required under such agreements or covenants nor has the CRA or the Corporation reduced pursuant to subsection 66(12.73) of the ITA any amount renounced by the Corporation;

(ttt) the Corporation will renounce the Qualifying Expenditures to all Charity Flow-Through Purchasers pursuant to the ITA; and

(uuu) the Corporation has never been in default of any of its legal obligations in respect of any flow-through share financings previously undertaken by the Corporation.

SCHEDULE C

FORM OF LOCK-UP AGREEMENT

LOCK-UP AGREEMENT

_____, 2025

BMO Nesbitt Burns Inc. ("**BMO**")
SCP Resource Finance LP
Paradigm Capital Inc.
(collectively, the "**Agents**")

Re: Wallbridge Mining Company Limited – Lock-up Agreement

Ladies and Gentlemen:

The undersigned, understands that the Agents have entered into an Agency Agreement dated October [16], 2025 (the "**Agency Agreement**") with Wallbridge Mining Company Limited (the "**Corporation**") providing for a public offering (the "**Offering**") of Charity Flow-Through Units and Hard Dollar Units. Initially capitalized terms not otherwise defined herein have the meaning given to them in the Agency Agreement.

In consideration of the benefit that the Offering will confer upon the undersigned, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that during the period beginning from the date hereof and ending on the earlier of: (a) the 90th day following the Closing Date and (b) the date that the undersigned ceases service as a director of the Corporation, and is not at that time an employee or officer of the Corporation (the "**Lock-Up Period**"), the undersigned will not, directly or indirectly, sell, grant an option or right for the sale of any Common Share, or otherwise dispose of, any Common Shares, or any options or warrants to purchase any Common Shares or any securities convertible or exchangeable for or that represent the right to receive Common Shares, whether now owned or hereinafter acquired, owned directly, indirectly or beneficially by the undersigned, or under control or direction of the undersigned ("**Undersigned's Securities**") or enter into any swap, forward or other arrangement that transfers all or a portion of the economic consequences associated with the ownership of the Undersigned's Securities (regardless of whether any such arrangement is to be settled by the delivery of securities of the Corporation, securities of another Person, cash or otherwise) or agree to do any of the foregoing or publicly announce any intention to do any of the foregoing. Notwithstanding the foregoing, the undersigned may transfer, sell or otherwise dispose of the Undersigned's Securities during the Lock-Up Period with the prior written consent of BMO, on behalf of the Agents, such consent not to be unreasonably withheld.

The foregoing restrictions shall not apply to: (a) transfers to affiliated entities of the undersigned, any family members of the undersigned, or any company, trust or other entity owned by or maintained for the benefit of the undersigned; (b) transfers occurring by operation of law; (c) pledges of the Undersigned Securities as security for bona fide indebtedness of the undersigned, provided, in each case, that any such transferee or pledgee shall first execute a lock-up agreement in substantially the form hereof covering the remainder of the Lock-Up Period; (d) the exercise of stock options or deferred share units under the Corporation's existing omnibus share based compensation plan; or (e) transfers made pursuant to a bona fide take-over bid or similar

transaction made to all holders of Common Shares provided that in the event the take-over or acquisition transaction is not completed, any securities shall remain subject to the restrictions contained in this lock-up agreement.

The undersigned represents and warrants that it now has, and, except as contemplated above, for the duration of this lock-up agreement, will have good and marketable title to the Undersigned's Shares. Subject to the foregoing, the undersigned also agrees and consents to the entry of stop transfer restrictions with the Corporation's transfer agent and registrar, or the equivalent, against the transfer of the Undersigned's Securities except in compliance with the foregoing restrictions.

The undersigned understands that the Corporation and the Agents are relying upon this lock-up agreement in proceeding towards consummation of the Offering. The undersigned further understands that this lock-up agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors, and assigns, and shall enure to the benefit of the Corporation, the Agents and their respective legal representatives, successors and assigns. This lock-up agreement shall terminate if the Offering is not consummated or in the event that the undersigned is no longer a director or officer of the Corporation.

This lock-up agreement will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein and may be executed by facsimile or PDF signature and as so executed shall constitute an original.

Very truly yours,

By: _____

Name:
Title:

SCHEDULE D

FORM OF SUBSCRIPTION AND RENUNCIATION AGREEMENT

(see attached)

WALLBRIDGE MINING COMPANY LIMITED

SUBSCRIPTION AND RENUNCIATION AGREEMENT FOR CHARITY FLOW-THROUGH UNITS

TO: WALLBRIDGE MINING COMPANY LIMITED (the "Corporation")

1. Each of those persons listed on Appendix "A" attached hereto (each a "**Subscriber**" and collectively, the "**Subscribers**") by _____, as their duly authorized agent (the "**Agent**") hereby subscribes for their respective number set out on Appendix "A" of units in the capital of the Corporation ("**Charity Flow-Through Units**") to be issued as "flow-through shares" as defined in the ITA (as defined herein) by the Corporation for a subscription price of $0.15 per Charity Flow-Through Unit, upon the terms and subject to the conditions set forth in the agreement constituted by the acceptance hereof (the "**Subscription Agreement**") and as described in the Corporation's short form base shelf prospectus dated January 2, 2024, as supplemented by a shelf prospectus supplement dated October 16, 2025 (the "**Prospectus**"). The Agent shall tender payment on behalf of the Subscribers of the aggregate subscription price for Charity Flow-Through Units in the sum of $_____on the Closing Date (as defined herein), such amount forming **[a portion of]** the aggregate proceeds payable to the Corporation on the Closing Date pursuant to an Agency Agreement among the Corporation, BMO Nesbitt Burns Inc., SCP Resource Finance LP and Paradigm Capital Inc. (the "**Agents**") dated October [●], 2025 (the "**Agency Agreement**").

2. In this Subscription Agreement:

   (a) "**Aggregate Commitment Amount**" means an amount equal to $0.15 multiplied by the aggregate number of Charity Flow-Through Units subscribed for and paid for pursuant to this Subscription Agreement and received by the Corporation.

   (b) "**Agent**" has the meaning given to that term in Section 1.

   (c) "**Business Day**" means a day other than a Saturday, Sunday or any other day on which the principal offices of Canadian Schedule I banks located in the City of Toronto, Ontario, are not open for business.

   (d) "**CEE**" means an expense described in paragraph (f) of the definition of Canadian exploration expense in subsection 66.1(6) of the ITA, or which would be included in paragraph (h) of that definition if the reference therein to "paragraphs (a) to (d) and (f) to (g.4)" were read as "paragraph (f)," other than amounts which are prescribed to be "Canadian exploration and development overhead expense" for the purposes of paragraph 66(12.6)(b) of the ITA, the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6)(b.l) of the ITA, Canadian exploration expenses to the extent of the amount of assistance described in paragraph 66(12.6)(a) of the ITA, any expenditures described in paragraph 66(12.6)(b.2) of the ITA, or any expenses for prepaid services or rent that do not

qualify as outlays and expenses for the period as described in the definition of the term "expense" in subsection 66(15) of the ITA.

(e) "**Charity Flow-Through Units**" has the meaning given to that term in Section 1.

(f) "**Closing Date**" means October 31, 2025 or any earlier or later date as may be agreed to by Wallbridge and the Agents in accordance with the Agency Agreement.

(g) "**Common Shares**" means the common shares in the capital of the Corporation.

(h) "**Corporation**" means Wallbridge Mining Company Limited and includes any successor corporation to or of the Corporation.

(i) "**CRA**" means the Canada Revenue Agency.

(j) "**Final Prospectus**" has the meaning given to that term in Section 1.

(k) "**Flow-Through Mining Expenditure**" means an expense that will, once renounced to a Subscriber, who is an individual (other than a trust or estate), qualify as a "flow-through mining expenditure" as defined in subsection 127(9) of the ITA (or would so qualify if the references to "before 2026" in paragraph (a) of the definition of "flow-through mining expenditure" in subsection 127(9) of the ITA were read as "before 2027" and the references in paragraphs (c) and (d) of that definition to "before April 2025" were read as "before April 2026") of such Subscriber or, where the Subscriber is a partnership, of the members of the Subscriber who are individuals (other than a trust or estate) to the extent of their respective shares of the expense so renounced.

(l) "**Follow-On Transaction**" has the meaning given to that term in Section 6(q).

(m) "**including**" means "including, without limitation".

(n) "**Indemnified Person**" has the meaning given to that term in Section 5(r).

(o) "**ITA**" means the *Income Tax Act* (Canada) as amended, re-enacted or replaced from time to time and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Canada) from time to time.

(p) "**Offered Securities**" means the Charity Flow-Through Units,

(q) "**Other Agreements**" has the meaning given to that term in Section 5(t).

(r) "**Person**" includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning.

(s) "**Prescribed Forms**" means the forms prescribed from time to time under subsection 66(12.7) of the ITA to be filed by the Corporation within the prescribed time renouncing to the Subscriber the Qualifying Expenditures incurred pursuant

to this Subscription Agreement and all parts or copies of such forms required by the CRA to be delivered to the Subscriber.

(t) "**Qualifying Expenditure**" means an expense which is a CEE incurred (or deemed to be incurred) on or after the Closing Date and on or before the Termination Date, which may be renounced by the Corporation pursuant to subsection 66(12.6) of the ITA, in conjunction with subsection 66(12.66) of the ITA, as necessary, with an effective date not later than December 31, 2026 and in respect of which, but for the renunciation, the Corporation would be entitled to a deduction from income for income tax purposes, and on the date it is renounced is a Flow-Through Mining Expenditure.

(u) "**Subscriber**" and "**Subscribers**" have the meanings given to those terms in Section 1. (aa).

(v) "**Subscription Agreement**" has the meaning given to that term in Section 1; "**hereof**", "**hereto**", "**hereunder**", "**herein**" and similar expressions mean and refer to this Subscription Agreement and not to a particular Article or Section; and the expression "**Article**" or "**Section**" followed by a number means and refers to the specified Article or Section of this Subscription Agreement.

(w) "**Subscription Amount**" means, in respect of a Subscriber, the respective portion of the Aggregate Commitment Amount paid by such Subscriber and as indicated for such Subscriber under the heading "Aggregate Subscription Amount" on Appendix "A".

(x) "**Termination Date**" means December 31, 2026.

(y) "**Agents**" has the meaning given to that term in Section 1.

(z) "**Agency Agreement**" has the meaning given to that term in Section 1.

(aa) "**United States**" means the United States of America, its territories and possessions, any State of the United States and the District of Columbia.

(bb) "**U.S. Securities Act**" means the *United States Securities Act* of 1933, as amended.

(cc) "**U.S. Person**" means a "U.S. person" as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act.

3. Except as a result of any Follow-On Transaction or any agreement, arrangement, undertaking or understanding to which the Corporation is not party and of which it has no knowledge, upon issue, the Charity Flow-Through Units will be "flow-through shares" as such term is defined in subsection 66(15) of the ITA and will not be "prescribed shares" within the meaning of section 6202.1 of the regulations to the ITA. The Corporation agrees to:

(a) incur (or be deemed to incur) Qualifying Expenditures in an amount equal to the Aggregate Commitment Amount during the period from and after the Closing Date to and including the Termination Date; and

(b) renounce to each Subscriber Qualifying Expenditures equal to the Subscription Amount of such Subscriber with an effective date no later than December 31, 2025,

in connection with exploration work on the Corporation's general exploration expenditures on properties located in Quebec, Canada.

4. In addition, the Corporation hereby represents and warrants to, and covenants with each Subscriber as follows and acknowledges that the Subscriber is relying on such representations, warranties and covenants in connection with the transactions contemplated herein:

(a) The Corporation has been duly incorporated and is validly subsisting and in good standing under the laws of the Province of Ontario and has all requisite corporate power and capacity to enter into and carry out its obligations under this Subscription Agreement.

(b) The Corporation has the full corporate right, power and authority to execute and deliver this Subscription Agreement, to issue the Charity Flow-Through Units to the Subscriber and to incur and renounce to the Subscriber Qualifying Expenditures in an amount equal to the Subscription Amount.

(c) This Subscription Agreement constitutes a binding obligation of the Corporation enforceable in accordance with its terms.

(d) The Corporation has not entered into any agreements or made any covenants with any parties that would restrict the Corporation from entering into this Subscription Agreement and agreeing to incur and renounce Qualifying Expenditures between the Closing Date and the Termination Date, inclusive, in accordance with this Subscription Agreement, nor that would require the prior renunciation to any other Person of Qualifying Expenditures prior to the renunciation of the Aggregate Commitment Amount in favour of the Subscribers hereunder.

(e) Except for any Follow-On Transaction or as a result of any agreement, arrangement, undertaking or understanding to which the Corporation is not a party and of which it has no knowledge, upon issue the Charity Flow-Through Units will be "flow-through shares" as defined in subsection 66(15) of the ITA and will not be "prescribed shares" within the meaning of section 6202.1 of the regulations to the ITA.

(f) The Corporation is and will continue to be a "principal-business corporation" as defined in subsection 66(15) of the ITA, until such time as all of the Qualifying Expenditures required to be renounced under this Subscription Agreement have been incurred (or deemed to be incurred) and validly renounced pursuant to the ITA.

(g) The Corporation shall use the Aggregate Commitment Amount to incur Qualifying Expenditures in the Province of Quebec, Canada.

(h) The Corporation hereby agrees to incur Qualifying Expenditures in an amount equal to the Subscription Amount during the period from and after the Closing Date

to and including the Termination Date in accordance with this Subscription Agreement and agrees to renounce to the Subscriber, pursuant to subsection 66(12.6) in conjunction with 66(12.66) of the ITA as applicable, such Qualifying Expenditures, with an effective date no later than December 31, 2025**.**

(i) The Corporation has no reason to believe that it will be unable to incur (or be deemed to incur), on or after the Closing Date and on or before the Termination Date or that it will be unable to renounce to the Subscriber effective on or before December 31, 2025, Qualifying Expenditures in an amount equal to the Subscription Amount and the Corporation has no reason to expect any reduction of such amount by virtue of subsection 66(12.73) of the ITA.

(j) The Corporation shall deliver to the Subscriber, on or before March 1, 2026, the relevant Prescribed Forms (including form T101), fully completed and executed, renouncing to the Subscriber the Qualifying Expenditures in an amount equal to the Subscription Amount with an effective date of no later than December 31, 2025, such delivery constituting the authorization of the Corporation to the Subscriber to file such Prescribed Forms with the relevant taxation authorities.

(k) The expenses to be renounced by the Corporation to the Subscriber: (i) will constitute Qualifying Expenditures on the effective date of the renunciation; (ii) will not include any amount that has previously been renounced by the Corporation to the Subscriber or to any other Person; (iii) would be deductible by the Corporation in computing its income for the purposes of Part I of the ITA but for the renunciation to the Subscriber; (iv) will qualify as Flow-Through Mining Expenditures; and (v) will not be subject to any reduction under subsection 66(12.73) of the ITA.

(l) The Corporation will not knowingly renounce any of the Qualifying Expenditures to a trust, corporation or partnership with which the Corporation has a prohibited relationship as defined in subsection 66(12.671) of the ITA.

(m) The Corporation shall not reduce the amount renounced to the Subscriber pursuant to subsection 66(12.6) of the ITA or subsection 66(12.66) of the ITA.

(n) The Corporation shall not be subject to the provisions of subsection 66(12.67) of the ITA in a manner which impairs its ability to renounce Qualifying Expenditures to the Subscriber in an amount equal to the Subscription Amount and shall notify the Subscriber in the event that it becomes aware of or is informed of an issue in relation to such Subscriber's ability to claim such Qualifying Expenditures.

(o) If the Corporation receives, or becomes entitled to receive, or may reasonably be expected to receive, any assistance which is described in the definition of "assistance" in subsection 66(15) of the ITA and the receipt of, or entitlement or reasonable expectation to receive, such assistance has or will have the effect of reducing the amount of Qualifying Expenditures validly renounced to the Subscriber hereunder to less than the Subscription Amount, the Corporation will incur additional Qualifying Expenditures using funds from sources other than the Subscription Amount in an amount equal to such assistance, such that the aggregate

Qualifying Expenditures renounced to the Subscriber effective no later than December 31, 2025 pursuant to the terms of this Subscription Agreement will not be less than nor exceed the consideration paid by the Subscriber for the Charity Flow-Through Units.

(p) The Corporation shall file with the CRA and with any applicable provincial tax authority, before March of the year following a particular year, any return required to be filed under Part XII.6 of the ITA (or any corresponding provision of applicable provincial law) in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis.

(q) If the Corporation does not renounce to the Subscriber, effective no later than December 31, 2025, Qualifying Expenditures equal to the Subscription Amount, the Corporation shall indemnify and hold harmless the Subscriber and each of the partners thereof if the Subscriber is a partnership or a limited partnership (for the purposes of this paragraph each an "**Indemnified Person**") as to, and pay to the Indemnified Person on or before the 90th Business Day following the Termination Date, an amount equal to the amount of any tax payable (within the meaning of subparagraph (c) of the definition of "excluded obligation" at subsection 6202.1(5) of the regulations to the ITA) under the ITA (and under the corresponding provincial legislation) by any Indemnified Person as a consequence of such failure. In the event that the amount renounced by the Corporation to the Subscriber is reduced pursuant to subsection 66(12.73) of the ITA or under corresponding provincial legislation, the Corporation shall indemnify and hold harmless each Indemnified Person as to, and pay to the Indemnified Person on or before the 20th Business Day following the date the amount is definitively determined, an amount equal to the amount of any tax payable (within the meaning of subparagraph (c) of the definition of "excluded obligation" at subsection 6202.1(5) of the regulations to the ITA) under the ITA (and under the corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction provided that nothing in this paragraph shall derogate from any rights or remedies the Subscriber may have at common law or civil law with respect to liabilities other than those payable under the ITA. To the extent that any party entitled to be indemnified hereunder is not a signatory of this Subscription Agreement, the Subscribers shall obtain and hold the rights and benefits of this Subscription Agreement in trust for, and on behalf of, such Person (provided that such Person is a disclosed principal for whom the Subscriber is acting) and such Person shall be entitled to enforce the provisions of this section notwithstanding that such Person is not a signatory of this Subscription Agreement.

(r) The Corporation shall file with the CRA (or any applicable provincial authority) within the time prescribed by subsection 66(12.68) of the ITA (or the corresponding provisions of any provincial legislation), the forms prescribed for the purposes of such legislation together with a copy of this Subscription Agreement or any "selling instrument" contemplated by such legislation and shall forthwith following such filing provide to the Subscriber a copy of such form certified by an officer of the Corporation.

(s) The Corporation shall incur and renounce Qualifying Expenditures pursuant to this Subscription Agreement and any other agreements (the "Other Agreements") with other Persons providing for the issue of Charity Flow-Through Units that qualify as "flow-through shares" as defined in subsection 66(15) of the ITA entered into by the Corporation on the Closing Date before incurring and renouncing Qualifying Expenditures pursuant to any other agreement which the Corporation may subsequently enter into after the Closing Date with any Person with respect to the issue of shares or rights which qualify as "flow-through shares" as defined in subsection 66(15) of the ITA. If the Corporation is required under the ITA or otherwise to reduce Qualifying Expenditures previously renounced to the Subscriber, and unless the Subscriber would not be adversely affected or otherwise agrees, the reduction shall be made pro rata by the number of Charity Flow-Through Units issued or to be issued to each Subscriber pursuant to this Subscription Agreement and to each subscriber pursuant to the Other Agreements and only after the Corporation has first reduced to the extent possible all CEE renounced to Persons (other than the Subscribers and the subscribers under the Other Agreements) under any agreements relating to shares or rights which qualify as "flow-through shares" as defined in subsection 66(15) of the ITA entered into after the Closing Date.

(t) Upon the Corporation becoming aware of the fact that an amount purportedly renounced pursuant to this Subscription Agreements exceeds the amount that it is entitled to renounce under the ITA, the Corporation shall notify the Subscriber and comply with subsection 66(12.73) of the ITA, including the filing with the CRA of the statements contemplated therein, a copy of which will be sent concurrently to the Subscriber.

(u) The Corporation will maintain proper, complete and accurate accounting books and records relating to the Qualifying Expenditures and the amounts renounced to the Subscriber under this Agreement. The Corporation will retain all such books and records as may be required to support the renunciation of Qualifying Expenditures contemplated by this Subscription Agreement and shall make such books and records available for inspection and audit by or on behalf of the Subscriber (at the Subscriber's sole expense).

(v) The Corporation shall not enter into any other agreement or transaction, and shall not take any deductions which would otherwise reduce its cumulative CEE to an extent that would prevent or restrict its ability to renounce Qualifying Expenditures to the Subscribers in the aggregate amount equal to the Commitment Amount. The Corporation shall perform and carry out all acts and things to be completed by it as provided in this Subscription Agreement;

(w) If the Corporation amalgamates with any one or more companies, any shares issued to or held by the Subscriber as a replacement for the Charity Flow-Through Units as a result of such amalgamation will qualify, by virtue of subsection 87(4.4) of the ITA, as "flow-through shares" as defined in subsection 66(15) of the ITA and in particular will not be "prescribed shares" as defined in section 6202.1 of the regulations to the ITA.

(x) The Corporation has never been in default of any of its legal obligations in respect of any flow-through share financings previously undertaken by the Corporation, including entering into any agreements or making any covenants with any parties with respect to the renunciation of CEE, which amounts have not been fully expended and renounced as required under such agreements or covenants.

(y) The Corporation will not retain any Qualifying Expenditures for its own account until it has incurred, and is in the position to renounce in favour of each Subscriber, Qualifying Expenditures which, in the aggregate, are equal to the Commitment Amount.

(z) The representations, warranties, obligations and agreements of the Corporation contained in this Subscription Agreement or in connection with the purchase and sale of the Charity Flow-Through Units shall survive the purchase of the Charity Flow-Through Units, the termination of this Subscription Agreement and the distribution of the Charity Flow-Through Units pursuant to the Prospectus and shall continue in full force and effect for such maximum period of time as any Subscriber may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in the Prospectus pursuant to applicable securities laws, for the benefit of the Subscriber.

5. Each Subscriber hereby represents and warrants to, and covenants with the Corporation as follows and acknowledges that the Corporation is relying on such representations and warranties in connection with the transactions contemplated herein:

(a) The Subscriber has received and reviewed a copy of the Prospectus.

(b) The Subscriber:

(i) has such knowledge, or has received advice, in financial and business affairs as to be capable of evaluating the merits and risks of its investment in the Charity Flow-Through Units, including the potential loss of its entire investment;

(ii) is aware of the characteristics of the Charity Flow-Through Units and understands the risks relating to an investment therein; and

(iii) is able to bear the economic risk of loss of its investment in the Charity Flow-Through Units and understands that it may lose its entire investment in the Charity Flow-Through Units.

(c) The Subscriber is not a non-resident of Canada for purposes of the ITA.

(d) The Subscriber is aware that the Charity Flow-Through Units have not been and will not be registered under the U.S. Securities Act or the applicable securities laws of any state of the United States and that the Charity Flow-Through Units may not be offered or sold, directly or indirectly, in the United States without registration under the U.S. Securities Act and applicable state securities laws or compliance with the requirements of an exemption from registration therefrom and it acknowledges that the Corporation has no present intention of filing a registration

statement under the U.S. Securities Act or applicable state securities laws in respect of the Charity Flow-Through Units.

(e) The Subscriber is not a U.S. Person and is not acquiring the Charity Flow-Through Units for the account or benefit of a U.S. Person or a person in the United States.

(f) The Charity Flow-Through Units have not been offered to the Subscriber in the United States, and the individuals making the order to purchase the Charity Flow-Through Units were not in the United States when the order was placed and this Subscription Agreement was executed and delivered by the Agent.

(g) The Subscriber undertakes and agrees that it will not offer or sell any of the Charity Flow-Through Units in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirement is available.

(h) The Agent is executing this Subscription Agreement on behalf of the Subscriber, as beneficial purchaser, and is the duly authorized agent of the Subscriber with due and proper power and authority to execute and deliver, on behalf of the Subscriber, this Subscription Agreement, any supplement or amendment thereto, and all other documentation in connection with the purchase of the Charity Flow-Through Units hereunder, to agree to the terms and conditions herein set out and to make the representations, warranties, acknowledgments, and covenants herein contained, all as if the Subscriber were subscribing as principal for its own account and not for the benefit of any other Person and the actions of the Agent as agent are in compliance with applicable law and the Subscriber acknowledges that the Corporation may be required by law to disclose to certain regulatory authorities the identity of the Subscriber.

(i) The entering into of this Subscription Agreement, the performance and compliance with the terms hereof, the subscription for the Charity Flow-Through Units and the completion of the transactions described herein by the Subscriber will not result in any material breach of, or be in conflict with or constitute a material default under, or create a state of facts which, after notice or lapse of time, or both, would constitute a material default under any term or provision of the constating documents, by-laws or resolutions of the Subscriber, if applicable, or any laws applicable to the Subscriber, any agreement to which the Subscriber is a party, or any judgment, decree, order, statute, rule or regulation applicable to the Subscriber.

(j) If the Subscriber is:

(i) a corporation, the Subscriber is duly incorporated and is validly subsisting under the laws of its jurisdiction of incorporation and has all requisite legal and corporate power and authority to enter into this Subscription Agreement, to subscribe for the Charity Flow-Through Units as contemplated herein and to carry out and perform its obligations under the terms of this Subscription Agreement;

(ii) a partnership, syndicate or other form of unincorporated organization, the Subscriber has the necessary legal capacity and authority to enter into this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; or

(iii) an individual, the Subscriber is of the full age of majority in his or her jurisdiction of residence and is legally competent to enter into and be bound by this Subscription Agreement and to observe and perform his or her covenants and obligations hereunder.

(k) The Subscriber deals, and until the Termination Date will continue to deal at all relevant times, at arm's length (within the meaning of the ITA) with the Corporation and is not a promoter of the Corporation.

(l) The funds representing the Subscription Amount which will be advanced by the Subscriber to the Corporation hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the "**PCMLTFA**"), the United Kingdom's *Proceeds of Crime Act 2002* (the "**POCA**") or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (the "**PATRIOT Act**"), and the Subscriber acknowledges that the Corporation may in the future be required by law to disclose the Subscriber's name and other information relating to this Subscription Agreement and the Subscriber's subscription hereunder, on a confidential basis, pursuant to the PCMLTFA, POCA or the *PATRIOT Act*. To the best of its knowledge: (a) none of the subscription funds to be provided by the Subscriber (i) have been or will be derived from or related to any activity that is deemed criminal under the law of Canada, the United States, or any other jurisdiction, or (ii) are being tendered on behalf of a Person who has not been identified to the Subscriber; and, (b) the Subscriber shall promptly notify the Corporation if the Subscriber discovers that any of such representations ceases to be true, and to provide the Corporation with appropriate information in connection therewith.

(m) The Subscriber has not and will not enter into any agreement or arrangement which will cause the FT Shares to be or become "prescribed shares" for purposes of regulation 6202.1 to the ITA. The Corporation shall not be liable or responsible for any breach of any covenant or representation given in this Subscription Agreement if the Flow-Through Shares are prescribed shares as a result of any transaction or other agreement entered into by the Subscriber other than this Subscription Agreement.

(n) For certainty and notwithstanding any other provisions of this Subscription Agreement, if the Subscriber is a Person entitled to an indemnity provided for under the Agency Agreement, such Person acknowledges that the FT Shares may not qualify as "flow-through shares" for purposes of subsection 66(15) of the ITA and accordingly may not be entitled to any of the tax benefits associated with the purchase of Charity Flow-Through Units.

(o) If the Subscriber is a corporation, trust or partnership, it does not and will not have, in respect of a renunciation of Qualifying Expenditures hereunder, a "prohibited relationship" with the Corporation within the meaning of subsection 66(12.671) of the ITA.

(p) If the Subscriber is acquiring the Charity Flow-Through Units with the intention of (i) donating all or a portion of such Charity Flow-Through Units to a "qualified donee", as defined in the ITA, as part of a charitable donation arrangement promoted by a third party; or (ii) immediately selling some or all of the Charity Flow-Through Units to a third party (a "**Follow-On Transaction**"), the Subscriber acknowledges and confirms that, notwithstanding any provision of this Subscription Agreement, it is not relying on the Corporation, the Agents or their respective counsel regarding any representations and warranties in respect of the tax consequences or potential tax benefits of participating in the Follow-On Transaction, including any risk that the Follow-On Transaction may cause the FT Shares to be "prescribed shares" within the meaning of section 6202.1 of the regulations to the ITA.

(q) The Subscriber acknowledges that if it is not dealing at arm's length (within the meaning of the ITA, including, if the Subscriber is a partnership, having regard to subsection 66(17) of the ITA) with the Corporation or ceases to be dealing at arm's length with the Corporation prior to the Termination Date (i) the renunciation to the Subscriber of any Qualifying Expenditures incurred in 2026 will not be effective in 2025 but such Qualifying Expenditures should be deductible in 2026 and (ii) the Subscriber may be required to file appropriate amendments to the Subscriber's income tax returns. In addition, notwithstanding any other provisions contained in this Subscription Agreement, the indemnity contained in subsection 5.1(n) of this Subscription Agreement shall not apply in relation to any loss to the Subscriber in respect of Qualifying Expenditures that could not be renounced to the Subscriber effective December 31, 2025 because the Subscriber is not dealing at arm's length (within the meaning of the ITA including, if the Subscriber is a partnership, having regard to subsection 66(17) of the ITA) with the Corporation.

(r) The Subscriber acknowledges that Appendix "A" contains certain personal information of the Subscriber which is being collected by the Corporation for the purposes of completing the offering of the Charity Flow-Through Units, which includes, without limitation, completing filings required by any stock exchange or securities regulatory authority. The Subscriber's personal information may be disclosed by the Corporation to: (a) stock exchanges or securities regulatory authorities, (b) the CRA or other taxing authorities, and (c) any of the other parties involved in the offering of the Charity Flow-Through Units, including legal counsel to the Corporation and the Agents and may be included in record books in connection with the Offering. By authorizing the Agent to execute this Subscription Agreement on behalf of the Subscriber, the Subscriber is deemed to be consenting to the foregoing collection, use and disclosure of the Subscriber's personal information. The Subscriber also consents to the filing of copies or originals of the Subscription Agreement as may be required to be filed with any stock exchange or

securities regulatory authority in connection with the transactions contemplated hereby.

(s) The covenants, representations and warranties of the Subscriber stated or referred to herein will survive the completion of the issuance of the Charity Flow-Through Units and the completion of the transactions contemplated under this Subscription Agreement and the Agency Agreement.

6. Time shall be of the essence of this Subscription Agreement and every part hereof.

7. This Subscription Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of Ontario and the laws of Canada applicable therein. Any and all disputes arising under this Subscription Agreement, whether as to interpretation, performance or otherwise, shall be subject to the non-exclusive jurisdiction of the courts of the Province of Ontario and each of the parties hereto hereby irrevocably attorns to the jurisdiction of the courts of such Province.

8. This Subscription Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same Subscription Agreement. Counterparts may be delivered either in original, PDF or faxed form and the parties adopt any signatures received by PDF or a receiving fax machine as original signatures of the parties.

9. This Subscription Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, successors (including any successor by reason of the amalgamation or merger of any party), administrators and permitted assigns.

10. It is the express wish of the Subscribers and the Agent that this Subscription Agreement and any related documentation be drawn up in English only. Il est de la volonté expresse du souscripteur que la convention de souscription ainsi que tout document connexe soient rédigés en langue anglaise uniquement.

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DATED at the City of _____, in the Province of _____, this _____ day of October, 2025.

_____

as the duly authorized agent of the Subscribers

Per: _____

This Subscription Agreement is accepted and agreed to by the Corporation at the City of Toronto, in the Province of Ontario, this _____ day of October, 2025.

WALLBRIDGE MINING COMPANY LIMITED

Per: _____

Name:

Title:

APPENDIX "A"

TO THE SUBSCRIPTION AND RENUNCIATION AGREEMENT FOR CHARITY FLOW-THROUGH UNITS

Name and Address of Subscriber	Social Insurance, Corporate Tax Account or Tax Shelter Number	Number of Shares Subscribed For	Aggregate Subscription Amount	Renunciation for Quebec Income Tax Purposes (Yes/No)