

UNDERWRITING AGREEMENT

August 14, 2019

New Gold Inc.
181 Bay Street, Suite 3320
Toronto, ON M5J 2T3

Attention: Mr. Renaud Adams
President and Chief Executive Officer

Dear Mr. Adams:

BMO Nesbitt Burns Inc. (the "**Lead Underwriter**"), RBC Dominion Securities Inc., Scotia Capital Inc., CIBC World Markets Inc., TD Securities Inc., J.P. Morgan Securities Canada Inc., Merrill Lynch Canada Inc., Credit Suisse Securities (Canada), Inc., National Bank Financial Inc., Canaccord Genuity Corp., Cormark Securities Inc., Eight Capital, GMP Securities L.P., Laurentian Bank Securities Inc., Paradigm Capital Inc. and Raymond James Ltd. (together with the Lead Underwriter, the "**Underwriters**" and each individually an "**Underwriter**") hereby severally, and not jointly nor jointly and severally, agree to purchase from New Gold Inc. (the "**Corporation**") in the respective percentages set forth in Section 22 hereof, and the Corporation hereby agrees to issue and sell to the Underwriters, upon and subject to the terms hereof, an aggregate of 93,750,000 common shares of the Corporation (the "**Firm Shares**") on an underwritten basis at the Offering Price (as hereinafter defined) for an aggregate purchase price of C\$150,000,000.

Upon and subject to the terms and conditions contained herein, the Corporation hereby grants to the Underwriters an option (the "**Over-Allotment Option**") to purchase severally, and not jointly nor jointly and severally, in the respective percentages set forth in Section 22 hereof, up to an additional 14,062,500 common shares of the Corporation (the "**Additional Shares**") at the Offering Price for the purposes of covering over-allotments and for market stabilization purposes. The Over-Allotment Option may be exercised in accordance with Section 16 hereof. The Firm Shares and the Additional Shares are collectively referred to herein as the "**Offered Shares**".

The Corporation has prepared and intends to file under and as required by Applicable Securities Laws, as soon as reasonably possible following the execution of this Agreement, a preliminary short form prospectus relating to the distribution of the Offered Shares (such short form prospectus, including the Documents Incorporated by Reference (as hereinafter defined), the "**Preliminary Prospectus**") with each of the Securities Commissions (as hereinafter defined) relating to the distribution of the Offered Shares in the English and French languages.

The Corporation shall as soon as possible after any comments with respect to the Preliminary Prospectus have been received from, and have been resolved with, the Commission (as hereinafter defined), and on a basis acceptable to the Underwriters, acting reasonably, and on the terms set out below, prepare and file under and as required by Applicable Securities Laws with each of the Securities Commissions a (final) short form prospectus (such short form prospectus, including the Documents Incorporated by Reference, the "**Final Prospectus**") in the English and French languages and all other required documents, including any document incorporated by reference therein that has not previously been filed, in order to qualify for distribution to the public the Offered Shares in each of the provinces and territories of Canada (the "**Qualifying Jurisdictions**") through the Underwriters or any other investment dealer or broker

registered to transact such business in the applicable Qualifying Jurisdictions contracting with the Underwriters and obtain a Final Receipt (as hereinafter defined) therefor no later than August 23, 2019.

Each of the Underwriters covenants and agrees with the Corporation that any offers or sales of the Offered Shares in Canada will be conducted through the Underwriters (or Selling Firms), duly registered in compliance with Applicable Securities Laws.

Each of the Underwriters covenants and agrees with the Corporation that any offers or sales of the Offered Shares any offers or sales to, or for the account or benefit of persons in the United States (as hereinafter defined) or U.S. Persons (as hereinafter defined) will be made in accordance with Schedule A hereto, which is incorporated by reference herein and a part hereof. The Corporation understands that although this Agreement is presented on behalf of the Underwriters as purchasers, the Underwriters may arrange for substituted purchasers (the "**Substituted Purchasers**") for the Offered Shares in connection with the private placements of the Offered Shares in the United States or to or for the account or benefit of U.S. Persons only in accordance with the U.S. Securities Act (as hereinafter defined) and the provisions of this Underwriting Agreement and, without limiting the foregoing, specifically Schedule "A" to this Agreement. It is further understood that the Underwriters agree to purchase or cause to be purchased the Firm Shares, and if the Over-Allotment Option is exercised, the Additional Shares being issued by the Corporation and that this commitment is not subject to the Underwriters being able to arrange Substituted Purchasers. Each Substituted Purchaser shall purchase the Firm Shares and the Additional Shares at the Offering Price, and to the extent that Substituted Purchasers purchase Firm Shares and the Additional Shares, the obligations of the Underwriters to do so will be reduced by the number of such shares purchased by the Substituted Purchasers from the Company. Any reference in this Agreement hereafter to "purchasers" shall be taken to be a reference to the Underwriters, as the initial committed purchasers, and to the Substituted Purchasers, if any.

In consideration of the agreement on the part of the Underwriters to purchase the Offered Shares and in consideration of the underwriting services rendered and to be rendered by the Underwriters hereunder, the Corporation agrees to pay to BMO Nesbitt Burns Inc. on behalf of the Underwriters, at the Closing Time (as hereinafter defined), and at the Option Closing Time (as hereinafter defined), if any, a cash fee equal to 4.5% of the aggregate gross proceeds of the Offering (the "**Underwriting Fee**"), the payment of such fee to be reflected by the Underwriters making payment of the gross proceeds of the sale of the Firm Shares or the Additional Shares, as the case may be, to the Corporation less the amount of the Underwriting Fee.

TERMS AND CONDITIONS

Section 1 Interpretation

(1) Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

"**Additional Shares**" has the meaning given to it in the second paragraph of this Agreement;

"**affiliate**" has the meaning given to it in the *Business Corporations Act* (Ontario);

“Agreement” means the agreement resulting from the acceptance by the Corporation of the offer made by the Underwriters by this letter;

“Applicable 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 national, multilateral and local policy statements, instruments, notices, blanket orders and rulings of the Securities Commissions made in connection with the transactions contemplated by this Agreement;

“Authorization” means any certificate, consent, order, permit, approval, waiver, licence, qualification, registration or similar authorization of any Governmental Authority having jurisdiction over a person;

“Blackwater Project” means the Blackwater gold-silver project in British Columbia, Canada;

“Business Day” means any day, other than a Saturday or Sunday, on which banks are open for business in Toronto, Ontario;

“CDS” means CDS Clearing and Depository Services Inc.;

“Closing Date” has the meaning given to it in Section 14;

“Closing Time” has the meaning given to it in Section 14;

“Commission” means the Ontario Securities Commission;

“Common Shares” means the common shares of the Corporation;

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

“Corporation Contracts” has the meaning given to it in Section 7(12);

“Credit Facility” means the revolving secured credit facility with a syndicate of banks led by The Bank of Nova Scotia and Royal Bank of Canada pursuant to an amended and restated credit agreement dated October 30, 2018 (as amended, modified, amended and restated, revised or supplemented from time to time);

“CSP Mine” means the Cerro San Pedro gold-silver mine in San Luis Potosi, Mexico;

“Distribution” means “distribution” or “distribution to the public” as those terms are defined in the Applicable Securities Laws;

“Documents Incorporated by Reference” means all interim and annual financial statements, management’s discussion and analysis, business acquisition reports, management information circulars, annual information forms, material change reports, Marketing Documents and other documents that are or are required by Applicable Securities Laws to be incorporated by reference into the Offering Documents, as applicable;

“Employee Plans” has the meaning given to it in Section 7(42);

“Environmental Laws” has the meaning given to it in Section 7(23);

“Final Prospectus” has the meaning given to it in the fourth paragraph of this Agreement;

“Final Receipt” means the receipt issued by the Commission, in its capacity as principal regulator in accordance with the Passport System, representing the deemed receipt of each of the Securities Commissions other than the Commission and evidencing the receipt of the Commission for the Final Prospectus;

“Financial Information” means:

- (a) the sections in the Preliminary Prospectus and the Final Prospectus, as applicable, entitled “Non-GAAP Financial Measures” and “Consolidated Capitalization”; and
- (b) the Financial Statements and the Corporation’s management’s discussion and analysis of the financial condition and results of operations in respect thereof;

“Financial Statements” means the annual audited consolidated financial statements of the Corporation for the years ended December 31, 2018 and December 31, 2017, including the notes to such statements and the related auditors’ report on such statements;

“Firm Shares” has the meaning given to it in the first paragraph of this Agreement;

“Foreign Corruption Laws” has the meaning given to it in Section 7(48);

“Governmental Authority” means federal, provincial, state or local, domestic or foreign, governments, regulatory authorities, governmental departments, agencies, stock exchanges, commissions, bureaus, officials, ministers, crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them, or (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power;

“Hazardous Materials” has the meaning given to it in Section 7(23);

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board, as the same may be amended or supplemented from time to time;

“Indemnified Party” has the meaning given to it in Section 10(1);

“ITA” means the *Income Tax Act* (Canada), as amended;

“Laws” means any and all applicable federal, provincial, state, local or municipal laws, including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, consent decrees, decisions, rulings or awards, or policies or guidelines of (or

issued by) Governmental Authorities or by any stock exchange or commission, or Authorizations binding on or affecting the person referred to in the context in which the word is used, and includes Applicable Securities Laws;

“Marketing Documents” means the marketing materials approved in accordance with Section 3(2);

“marketing materials” has the meaning given to it in NI 41-101;

“Material Adverse Effect” means (i) any event, change, fact or state of being which would reasonably be expected to have a material and adverse effect on the business, affairs, capital, assets, operations, condition (financial or otherwise), business prospects, liabilities (absolute, accrued, contingent or otherwise) or properties of the Corporation and its consolidated interest in its subsidiaries, taken as a whole or (ii) any fact, event or change that would result in the Offering Documents containing a misrepresentation;

“Material Change” means a material change in or relating to the Corporation for the purposes of Applicable Securities Laws or any of them, or where undefined under the Applicable Securities Laws of a Qualifying Jurisdiction means a change in or relating to the business, operations or capital of the Corporation and its subsidiaries taken as a whole that would reasonably be expected to have a significant effect on the market price or value of any securities of the Corporation and includes a decision to implement such a change made by the board of directors of the Corporation or by senior management who believe that confirmation of the decision by the board of directors of the Corporation is probable;

“Material Contracts” has the meaning given to it in Section 7(26);

“material fact” means a material fact for the purposes of Applicable Securities Laws or any of them or, where undefined under the Applicable Securities Laws of a Qualifying Jurisdiction, means a fact that would reasonably be expected to have a significant effect on the market price or value of any securities of the Corporation;

“Material Properties” means the New Afton Mine and the Rainy River Mine;

“Mining Rights” means all interests in mining claims, concessions, mining leases, leases of occupation, prospecting, exploration, exploitation, mining or extraction rights, participating interests or other property interests or rights or similar rights, as applicable, relating to the Material Properties;

“misrepresentation” means a misrepresentation for the purposes of the Applicable Securities Laws of a Qualifying Jurisdiction or any of them or, where undefined under the Applicable Securities Laws of a Qualifying Jurisdiction, means (a) an untrue statement of a material fact, or (b) an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in the light of the circumstances in which it was made;

“Money Laundering Laws” has the meaning given to it in Section 7(48);

“New Afton Mine” means the New Afton gold-copper mine in British Columbia, Canada;

“NI 43-101” means National Instrument 43-101 – *Standards for 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*;

“**NYSE American**” means the NYSE American LLC;

“**OFAC**” has the meaning given to it in Section 7(49);

“**Offered Shares**” has the meaning given to it in the second paragraph of this Agreement;

“**Offering**” means the sale of Offered Shares pursuant to this Agreement;

“**Offering Documents**” means each of the Preliminary Prospectus, the Final Prospectus, the Preliminary U.S. Private Placement Memorandum, the U.S. Private Placement Memorandum and any Supplementary Material, including, in each case, any documents incorporated by reference therein;

“**Offering Price**” means a price equal to C\$1.60 per Firm Share or per Additional Share, as the case may be;

“**Option Closing Date**” has the meaning given to it in Section 16(1);

“**Option Closing Time**” has the meaning given to it in Section 16(1);

“**Over-Allotment Option**” has the meaning given to it in the second paragraph of this Agreement;

“**Passport System**” means the passport system procedures provided for under Multilateral Instrument 11-102 – Passport System and National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

“**Preliminary Prospectus**” has the meaning given to it in the third paragraph of this Agreement;

“**Preliminary Receipt**” means the receipt issued by the Commission, in its capacity as principal regulator in accordance with the Passport System, representing the deemed receipt of each of the Securities Commissions other than the Commission and evidencing the receipt of the Commission for the Preliminary Prospectus;

“**Preliminary U.S. Private Placement Memorandum**” means the preliminary U.S. offering memorandum of the Corporation, including the Preliminary Prospectus, prepared for use in connection with the offering of the Offered Shares to, or for the account or benefit of, persons in the United States or U.S. Persons;

“**Qualified Institutional Buyer**” means a “qualified institutional buyer” as that term is defined in Rule 144A;

“**Qualifying Jurisdictions**” has the meaning given to it in the fourth paragraph of this Agreement;

“Rainy River Mine” means the Rainy River gold-silver mine in Ontario, Canada;

“Regulation S” has the meaning given to that term in Schedule A;

“Rule 144A” means Rule 144A adopted by the SEC under the U.S. Securities Act;

“SEC” means the United States Securities and Exchange Commission;

“Securities Commissions” means, collectively, the securities commission or securities regulatory authorities in each of the Qualifying Jurisdictions and **“Securities Commission”** means any one of them;

“SEDAR” means the System for Electronic Document Analysis and Retrieval;

“Selling Firm” has the meaning given to it in Section 2(1);

“subsidiary” has the meaning given to it in the *Business Corporations Act* (Ontario);

“Supplementary Material” means, collectively, any amendment or supplement to the Preliminary Prospectus or the Final Prospectus and, in connection with any offering of the Offered Shares in the United States, any amendment or supplement to the Preliminary U.S. Private Placement Memorandum or the U.S. Private Placement Memorandum, and any ancillary materials (including Marketing Documents and any amendment or supplement thereto) that may be filed by or on behalf of the Corporation under the Applicable Securities Laws relating to the qualification of the Offering under Applicable Securities Laws;

“template version” has the meaning ascribed to such term in NI 41-101 and includes any revised template version of marketing materials as contemplated by NI 41-101;

“TSX” means the Toronto Stock Exchange;

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

“Underwriting Fee” has the meaning given to it in the sixth paragraph of this Agreement;

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“U.S. Exchange Act” means the U.S. Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

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

“U.S. Private Placement Memorandum” means the U.S. offering memorandum of the Corporation, including the Final Prospectus, prepared for use in connection with the offering of the Offered Shares to, or for the account or benefit of, persons in the United States or U.S. Persons;

“U.S. Securities Act” means the U.S. Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder; and

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

- (2) Any reference in this Agreement to a Section or Subsection shall refer to a section or subsection of this Agreement.
- (3) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required and the verb shall be construed as agreeing with the required word and/or pronoun.
- (4) Any reference in this Agreement to "knowledge of the Corporation" means the actual knowledge of Renaud Adams, Robert J. Chausse and Lisa Damiani after making reasonable inquiry.
- (5) Any reference in this Agreement to "C\$" or to "dollars" shall refer to the lawful currency of Canada, unless otherwise specified.
- (6) The following are the schedules to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule A – United States Offers and Sales

Schedule B – Matters to be Addressed in the Corporation's
Canadian Counsel Opinion

Schedule C – Form of Lock-up Agreement

Section 2 Distribution of the Offered Shares

- (1) Each Underwriter shall be permitted to appoint additional investment dealers or brokers (each, a "**Selling Firm**") as its agents in the Offering and each such Underwriter may determine the remuneration payable to such Selling Firm. The Underwriters shall offer for sale to the public, sell and distribute the Offered Shares, directly and/or through Selling Firms or any affiliate of an Underwriter, in the Qualifying Jurisdictions only in accordance with Applicable Securities Laws and in any jurisdiction outside of the Qualifying Jurisdictions (subject to Section 6 hereof) to purchasers permitted to purchase the Offered Shares only in accordance with Applicable Securities Laws and applicable securities laws in such jurisdiction, and upon the terms and conditions set forth in the Offering Documents and in this Agreement. Each Underwriter shall require any Selling Firm appointed by such Underwriter to agree to the foregoing and such Underwriter shall be severally responsible for the compliance by such Selling Firm with the provisions of this Agreement.
- (2) Any offer of Offered Shares to or for the account or benefit of persons in the United States or to U.S. Persons will be made in accordance with U.S. Securities Laws and with Schedule A hereto, which is incorporated by reference herein and a part hereof. Any person in the United States or U.S. Person who is offered any Offered Shares in accordance with Schedule A attached hereto will be provided with a copy of the Final Prospectus, together with a copy of the U.S. Private Placement Memorandum, in each case, in a form to be mutually agreed upon by the Corporation and the Underwriters, acting reasonably.

- (3) For purposes of this Section 2, the Underwriters shall be entitled to assume that the Offered Shares are qualified for Distribution in any Qualifying Jurisdiction where a Final Receipt shall have been obtained following the filing of the Final Prospectus, unless otherwise notified in writing by the Corporation.
- (4) The Underwriters will use their commercially reasonable efforts to complete the Distribution of the Offered Shares as promptly as possible after the Closing Time, but in any event no later than 30 days following the Closing Date. The Lead Underwriter, on behalf of the Underwriters, shall promptly notify the Corporation when, in their opinion, the Distribution of the Offered Shares has ceased and will provide to the Corporation, as soon as practicable thereafter, a breakdown of the number of Offered Shares distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Commissions and, if applicable, in the United States.
- (5) The Underwriters shall not, in connection with the services provided hereunder, make any representations or warranties with respect to the Corporation or its securities, other than as set out in the Offering Documents.
- (6) Each Underwriter represents to the Corporation that it is registered under Applicable Securities Laws so as to permit it to lawfully fulfill its obligations hereunder.
- (7) Notwithstanding the foregoing provisions of this Section 2, no Underwriter will be liable to the Corporation under this Section 2 with respect to a default by another Underwriter or another Underwriter's duly registered broker-dealer affiliate in the United States or any Selling Firm appointed by another Underwriter, as the case may be.
- (8) The Corporation agrees that the Underwriters are acting severally and not jointly nor jointly and severally in performing their respective obligations under this Agreement and that no Underwriter shall be liable for any act, omission or conduct by any other Underwriter or any Selling Firm appointed by any other Underwriter.
- (9) The Underwriters acknowledge that the Corporation is not taking any steps to qualify the Offered Shares for Distribution or register the Offered Shares or the Distribution thereof with any securities regulatory authority outside of the Qualifying Jurisdictions.

Section 3 Due Diligence; Marketing Materials

- (1) During the period of the Distribution of the Offered Shares, the Corporation shall co-operate in all respects with the Underwriters to allow and assist the Underwriters to participate fully in the preparation of, and allow the Underwriters to approve the form and content of, the Offering Documents and shall allow the Underwriters to conduct all "due diligence" investigations which the Underwriters may reasonably require to fulfil the Underwriters' obligations under Applicable Securities Laws as underwriters and, in the case of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material, to enable the Underwriters responsibly to execute any certificate required to be executed by the Underwriters.
- (2) Without limiting the generality of clause (1) above, during the distribution of the Offered Shares:

- (a) the Corporation and the Underwriters shall prepare, in consultation with each other, and the Corporation shall approve in writing, prior to the time that any such marketing materials are provided to potential investors, a template version of any marketing materials reasonably requested to be provided by the Underwriters to any such potential investors, and such marketing materials shall comply with Applicable Securities Laws and shall be acceptable in form and substance to the Corporation, the Underwriters and their respective counsel, each acting reasonably;
 - (b) the Lead Underwriter, on behalf of the Underwriters, shall approve in writing a template version of any such marketing materials prior to the time that such marketing materials are provided to potential investors;
 - (c) the Corporation shall file a template version of any such marketing materials on SEDAR as soon as practical after such marketing materials are so approved in writing by the Corporation and the Lead Underwriter, on behalf of the Underwriters, and in any event on or before the day the marketing materials are first provided to any potential investor, and any comparables shall be removed from the template version in accordance with NI 44-101 prior to filing such on SEDAR (provided that if any such comparables are removed, the Corporation shall deliver a complete template version of any such marketing materials to the Commission), and the Corporation shall provide a copy of such filed template version to the Underwriters as soon as practicable following such filing; and
 - (d) following the approvals and filings set forth in Section 3(2)(a) to (c) above, the Underwriters may provide a limited use version of such marketing materials to potential investors in accordance with Applicable Securities Laws.
- (3) The Corporation and each Underwriter, on a several basis, covenants and agrees not to provide any potential investor with any marketing materials except for marketing materials which have been approved as contemplated in Section 3(2).

Section 4 Material Changes

- (1) During the period from the date of this Agreement to the completion of the Distribution of the Offered Shares, the Corporation covenants and agrees with the Underwriters that it shall promptly notify the Underwriters in writing of:
- (a) any change (actual, contemplated or threatened) in or relating to the business, affairs, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation and its subsidiaries that is material to the Corporation and its subsidiaries taken as a whole;
 - (b) any material fact which has arisen or been discovered and would have been required to have been stated in any of the Offering Documents had the fact arisen or been discovered on or prior to the date of such document; or
 - (c) any change in any material fact (which for purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Offering Documents, as they exist immediately prior to such change, which fact or change is, or may reasonably be expected to be, of such a

nature as to render any statement in such Offering Documents, as they exist taken together in their entirety immediately prior to such change, misleading or untrue in any material respect or which would result in the Offering Documents, as they exist immediately prior to such change, containing a misrepresentation or which would result in the Offering Documents, as they exist immediately prior to such change, not complying with the laws of any Qualifying Jurisdiction in which the Offered Shares are to be offered for sale or which change would reasonably be expected to have a significant effect on the market price or value of any securities of the Corporation.

- (2) The Underwriters agree, and will require each Selling Firm to agree, to cease the Distribution of the Offered Shares upon the Underwriter receiving written notification of any change or material fact with respect to any Offering Document contemplated by this Section 4 and to not recommence the Distribution of the Offered Shares until Supplementary Materials disclosing such change are filed in such Qualifying Jurisdiction.
- (3) The Corporation shall promptly comply with all applicable filing and other requirements under Applicable Securities Laws whether as a result of such change, material fact or otherwise; provided that the Corporation shall not file any Supplementary Material or other document without first providing the Underwriters with a copy of such Supplementary Material or other document and consulting with the Underwriters with respect to the form and content thereof.
- (4) If during the Distribution of the Offered Shares there is any change in any Applicable Securities Laws, which results in a requirement to file any Supplementary Materials, the Corporation shall, subject to the proviso in clause (3) above, make any such filing under Applicable Securities Laws as soon as possible.
- (5) The Corporation shall in good faith discuss with the Underwriters any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt whether written notice need be given under this Section 4.

Section 5 Deliveries to the Underwriters

- (1) The Corporation shall deliver or cause to be delivered to the Underwriters without charge:
 - (a) contemporaneously with the filing thereof with the Securities Commissions, copies of the Preliminary Prospectus and the Final Prospectus, in each case in both the English and the French languages and signed on behalf of the Corporation as required by Applicable Securities Laws; and
 - (b) contemporaneously with the filing thereof with the Securities Commissions, copies of any Supplementary Materials required to be filed under Section 4 hereof, in each case in both the English and the French languages and signed on behalf of the Corporation as required by Applicable Securities Laws,

provided, that if the documents referred to in clauses (a) and (b) above are publicly available on SEDAR, they shall be deemed to have been delivered to the Underwriters as required by this Section 5(1).

- (2) The Corporation shall forthwith cause to be delivered to the Underwriters in such cities in the Qualifying Jurisdictions as they may reasonably request, without charge, such numbers of commercial copies of the Offering Documents and any Marketing Documents, excluding in each case the Documents Incorporated by Reference, as the Underwriters shall reasonably require. The Corporation agrees that such deliveries shall be effected as soon as possible and, in any event, (a) in Toronto with respect to the Preliminary Prospectus and any Preliminary U.S. Private Placement Memorandum, by 12:00 noon (Toronto time) on the Business Day following the delivery by the Commission of the Preliminary Receipt for the Preliminary Prospectus and within 48 hours after the execution of any Supplementary Material in connection with the Preliminary Prospectus, and in all other cities by 12:00 noon local time, on the next Business Day and (b) in Toronto with respect to the Final Prospectus, any U.S. Private Placement Memorandum and any Supplementary Material in connection with the Final Prospectus, by 12:00 noon (Toronto time) on the Business Day following the delivery by the Commission of the Final Receipt for the Final Prospectus and within 48 hours after the execution of any Supplementary Material in connection with the Final Prospectus, and in all other cities by 12:00 noon local time, on the next Business Day, in each case, provided that the Underwriters have given the Corporation written instructions as to the number of copies required and the places to which such copies are to be delivered not less than 24 hours prior to the time requested for delivery. Such delivery shall also confirm that the Corporation consents to the use by the Underwriters and Selling Firms of the Offering Documents in connection with the Distribution of the Offered Shares in compliance with the provisions of this Agreement.
- (3) By the act of having delivered the Offering Documents to the Underwriters, the Corporation shall have represented and warranted to the Underwriters that all information and statements (except information and statements relating solely to the Underwriters) contained in such documents, at the respective dates of initial delivery thereof, comply with the Applicable Securities Laws with respect to the Preliminary Prospectus and the Final Prospectus, and U.S. Securities Laws with respect to the Preliminary U.S. Private Placement Memorandum and the U.S. Private Placement Memorandum, and are true and correct in all material respects, and that such documents, at such dates, contain no misrepresentation or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Offering as required by the Applicable Securities Laws with respect to the Preliminary Prospectus and the Final Prospectus, and U.S. Securities Laws with respect to the Preliminary U.S. Private Placement Memorandum and the U.S. Private Placement Memorandum.
- (4) The Corporation shall deliver or cause to be delivered to the Underwriters, concurrently with the filing of the Final Prospectus with the Commission, a “long form” comfort letter of Deloitte LLP, in form and substance satisfactory to the Underwriters, acting reasonably, addressed to the Underwriters and the directors of the Corporation, with respect to certain financial and accounting information relating to the Corporation and its subsidiaries and affiliates contained in the Offering Documents, which letter shall be in addition to the auditors’ report incorporated by reference in the Final Prospectus.
- (5) The Corporation shall deliver to the Underwriters at the time of delivery of the French language version of each of the Preliminary Prospectus and the Final Prospectus pursuant to Section 5(1):

- (a) opinions of Québec counsel to the Corporation, dated the date of the Preliminary Prospectus and the Final Prospectus, respectively, in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, and addressed to the Underwriters, to the effect that the French language version of the Preliminary Prospectus and the Final Prospectus, as applicable, other than the Financial Information contained or incorporated by reference therein, is in all material respects a complete and proper translation of the English language version thereof; and
- (b) an opinion of Deloitte LLP, dated the date of the Preliminary Prospectus and the Final Prospectus, respectively, in form and substance satisfactory to the Underwriters, acting reasonably, and addressed to the Underwriters, to the effect that the French language version of the Financial Information contained or incorporated by reference in the Preliminary Prospectus and the Final Prospectus, as applicable, is in all material respects a complete and proper translation of the English language version thereof.

Section 6 Regulatory Approvals

The Corporation will make all necessary filings, obtain all necessary consents and approvals (if any) and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement. The Corporation will qualify the Offered Shares for offering and sale under the Applicable Securities Laws of the Qualifying Jurisdictions and in such other jurisdictions as the Underwriters may designate and maintain such qualifications in effect for so long as required for the Distribution of the Offered Shares; provided, however, that (a) the Corporation shall not be obligated to make any material filing, file any prospectus, registration statement or similar document, consent to service of process, or qualify as a foreign corporation or as a dealer in securities in any of such other jurisdictions, or subject itself to taxation in respect of doing business in any of such other jurisdictions in which it is not otherwise so subject, or become subject to any additional periodic reporting or continuous disclosure obligations in such other jurisdictions, and (b) the Underwriters and the Selling Firms shall comply with the Laws in any such designated jurisdiction in making offers and sales of Offered Shares therein.

Section 7 Representations and Warranties of the Corporation

The Corporation represents and warrants to each of the Underwriters and acknowledges that the Underwriters are relying on such representations and warranties in entering into this Agreement and purchases the Offered Shares, that:

- (1) *Good Standing of the Corporation.* The Corporation is a corporation existing under the laws of British Columbia, is current and up-to-date, in all material respects, with all filings required to be made under its incorporating statute, and has the corporate power and capacity to own, lease and operate its properties and to conduct its business as is now carried on by it or proposed to be carried on by it, in each case as described in the Offering Documents, and to enter into, deliver and perform its obligations under this Agreement, and is duly qualified to transact business and is in good standing in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business.

- (2) *No Material Subsidiaries.* The Corporation has no direct or indirect material subsidiaries or any material investment or proposed material investment in any person. The CSP Mine is not a property that is material to the Corporation for the purposes of NI 43-101.
- (3) *Share Capital of the Corporation.* The Corporation has an authorized share capital consisting of an unlimited number of Common Shares, of which an aggregate of 579,115,291 Common Shares were issued and outstanding as of August 13, 2019. All of the issued and outstanding Common Shares have been duly and validly authorized and issued as fully paid and non-assessable shares of the Corporation, and none of the outstanding Common Shares have been issued in violation of any pre-emptive or similar right of any securityholder of the Corporation.
- (4) *Listing of Common Shares.* The Common Shares are listed and posted for trading on the TSX and NYSE American, the Corporation is not in default in any material respects of its listing requirements on the TSX and NYSE American and the Corporation will, prior to the Closing Time, apply to list the Offered Shares on the TSX and NYSE American.
- (5) *Form of Share Certificates.* The form of certificate respecting the Common Shares has been approved and adopted by the board of directors of the Corporation and does not conflict with any Laws and complies with the rules and regulations of the TSX.
- (6) *Offered Shares Valid.* The Offered Shares have been duly authorized for issuance and sale to the Underwriters pursuant to this Agreement and when issued and delivered by the Corporation pursuant to this Agreement, against payment of the consideration set forth herein, will be validly issued as fully paid and non-assessable Common Shares of the Corporation. The Offered Shares, upon issuance, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation.
- (7) *Offered Shares Qualified Investments.* The Offered Shares will, at the time they are issued, be qualified investments under the ITA for trusts governed by registered retirement savings plans, registered retirement income funds, deferred profit sharing plans, registered education savings plans, tax-free savings accounts and registered disability savings plans (each as defined in the ITA), subject to the specific provisions of any such plan, provided for greater certainty, that no representation is made as to whether the Offered Shares will be “prohibited investments” for any such trust.
- (8) *Transfer Agent.* Computershare Investor Services Inc. at its offices in Vancouver, British Columbia and Toronto, Ontario has been duly appointed as the registrar and the transfer agent for the Common Shares.
- (9) *Absence of Rights.* Other than under the Corporation’s stock option plans, long term incentive plan, convertible securities of the Corporation, and the existing property acquisition agreements, participation or impact benefit or other agreements with First Nations or other indigenous groups and an agreement with a current service provider or such agreements as entered into in accordance with Section 8(3), in each case as disclosed to the Underwriters in writing or described in the Offering Documents, no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued shares of the Corporation or any other agreement or option for the issue or allotment of any unissued shares of the Corporation or any other security convertible into

or exchangeable for any such shares or to require the Corporation to purchase, redeem or otherwise acquire any of the issued and outstanding shares of the Corporation; no holder of securities of the Corporation has any rights to require registration or qualification under Applicable Securities Laws of any security of the Corporation in connection with the offer and sale of the Offered Shares.

- (10) *Compliance, Generally.* Other than as disclosed in the Offering Documents, the Corporation is conducting and, except as would not reasonably be expected to have a Material Adverse Effect, has conducted its business in compliance in all material respects with all Laws of each jurisdiction in which its business is carried on and its assets are owned, leased or operated.
- (11) *Due Execution.* This Agreement has been duly authorized, executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, except as enforcement hereof and thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar Laws affecting the rights of creditors generally and except as limited by the application of general equitable principles, including the limitation that rights of indemnity, contribution and waiver may be limited by Laws.
- (12) *No Breach, etc.* Except as disclosed in the Offering Documents, neither the Corporation nor any of its subsidiaries is in violation or default of, nor will the execution of this Agreement, and the performance by the Corporation of its obligations hereunder (including the sale of the Offered Shares), result in any breach or violation of, or be in conflict with, or constitute a default under, or create a state of facts which after notice or lapse of time, or both, would constitute a default under, or give rise to any right to accelerate the maturity or require the prepayment of any indebtedness under, or result in the imposition of any lien or encumbrance upon any property or assets of the Corporation or any subsidiary pursuant to (a) any term or provision of the constating documents or by-laws of the Corporation or any subsidiary or any resolution of the directors or shareholders of the Corporation or any subsidiary, (b) any contract, mortgage, note, indenture, joint venture or partnership arrangement, agreement (written or oral), instrument, lease (including for real property) or licence to which the Corporation or any of its subsidiaries is a party or bound or to which any of the business, operations, property or assets of the Corporation or any subsidiary is subject (each, a **“Corporation Contract”** and, collectively, the **“Corporation Contracts”**), or (c) any Law applicable to the Corporation or any subsidiary or their business, operations or assets, of any court, Governmental Authority, arbitrator or other authority having jurisdiction over the Corporation or such subsidiary, except, in each case, for any such conflicts, breaches, violations, defaults, rights, liens and encumbrances that would not reasonably be expected, individually or in the aggregate, to have a Material Adverse Effect. There is no requirement to obtain a consent, approval or waiver of a party under any Corporation Contract in respect of any of the transactions contemplated by this Agreement, other than such consents, approvals and waivers as have been obtained by the Corporation as at the date hereof.
- (13) *Continuous Disclosure.* The Corporation is in compliance in all material respects with its timely disclosure obligations under Applicable Securities Laws and U.S. Securities Laws and the rules and regulations of the TSX and the NYSE American and, without limiting the generality of the foregoing, there has not occurred an adverse material change, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial

condition, capital or prospects of the Corporation and its subsidiaries (taken as a whole) since December 31, 2018, which has not been publicly disclosed on a non-confidential basis; the information and statements in the Documents Incorporated by Reference were true and correct in all material respects at the time such documents were filed on SEDAR and contained no misrepresentation as of the respective dates of such information and statements. The Documents Incorporated by Reference conformed in all material respects to Applicable Securities Laws at the time such documents were filed on SEDAR. The Corporation has not filed any confidential material change reports which remain confidential as at the date hereof.

- (14) *Financial Statements.* The Financial Statements:
- (a) present fairly, in all material respects, the financial position of the Corporation on a consolidated basis and the statements of operations, retained earnings, cash flow from operations and changes in financial information of the Corporation on a consolidated basis for the periods specified in such Financial Statements;
 - (b) have been prepared in conformity with IFRS, applied on a consistent basis throughout the periods involved; and
 - (c) do not contain any misrepresentation, with respect to the period covered by the Financial Statements.
- (15) *Financial Books And Records.* The books and records of the Corporation and its subsidiaries disclose all of their material financial transactions and such transactions have been fairly and accurately recorded in all material respects. Neither the Corporation nor any of its subsidiaries owes any amount to, nor has the Corporation or any of its subsidiaries made any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at “arm’s-length” (as such term is defined in the ITA) with any of them, except for usual employee reimbursements and compensation paid in the ordinary and normal course of the business of the Corporation or any of its subsidiaries. Except as disclosed in the Offering Documents and usual employee or consulting arrangements made in the ordinary and normal course of business, neither the Corporation nor any of its subsidiaries is a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm’s-length with the Corporation and its subsidiaries.
- (16) *Accounting Policies.* There has been no material change in accounting policies or practices of the Corporation or any of its subsidiaries since December 31, 2018, except as has been disclosed in the Offering Documents.
- (17) *Liabilities.* Other than as disclosed in the Offering Documents, neither the Corporation nor any of its subsidiaries has any material liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements, other than liabilities, obligations, or indebtedness or commitments incurred in the normal course of business.
- (18) *Independent Accountants.* The accountants who reported on and certified the Financial Statements are independent with respect to the Corporation within the meaning of

Applicable Securities Laws and the applicable rules and regulations adopted by Public Company Accounting Oversight Board (United States).

- (19) *Assets.* The Corporation owns all assets described in the Offering Documents as owned by it or over which it has ownership rights free and clear of liens save and except (a) for security interests granted in connection with the Credit Facility, (b) a security interest granted to an affiliate of Royal Gold, Inc. in connection with the streaming agreement entered into by the Corporation on July 20, 2015 (as amended, modified, amended and restated, revised or supplemented from time to time), (c) as otherwise disclosed in the Offering Documents, (d) as imposed by Law, (e) pursuant to shareholder, joint venture or similar agreements disclosed in the Offering Documents, and (f) as would not reasonably be expected to have a Material Adverse Effect.
- (20) *Mining Rights.*
- (a) The Corporation is the legal and beneficial owner of and has good, valid and marketable title in fee simple to, or has valid rights to lease or otherwise use all Mining Rights that are material to the business of the Corporation as currently conducted, in each case free and clear of all liens, encumbrances, charges, claims, defects and imperfections of title except for security interests granted in connection with the Credit Facility and those that (i) do not materially interfere with the use made and proposed to be made of such property by the Corporation, (ii) would not reasonably be expected to have a Material Adverse Effect, or (iii) are disclosed in the Offering Documents.
- (b) Except as disclosed in the Offering Documents, the Mining Rights of the Corporation are, in all material respects, in good standing, valid and enforceable, and, other than as set out in the Offering Documents, no material royalty, commission or similar payment is payable in respect of any of them.
- (c) Except as disclosed in the Offering Documents, no property rights other than the Mining Rights and other property rights to which the Corporation is entitled as disclosed to the Underwriters in writing are necessary for the conduct of the Corporation's business at the Material Properties as now conducted or proposed to be conducted as set out in the Offering Documents; and except as set out in the Offering Documents or pursuant to Law, there are no material restrictions on the ability of the Corporation to use, transfer or otherwise exploit any such rights. The Mining Rights held by the Corporation cover the areas required by it for such purposes.
- (d) There are no expropriations or similar proceedings or any challenges, including by First Nation or other indigenous groups, to title or ownership, actual or threatened, of which the Corporation or any of its subsidiaries has received notice against the Mining Rights or any part thereof and, to the knowledge of the Corporation, no such expropriations, proceedings or challenges are contemplated, which could reasonably be expected to have a Material Adverse Effect.
- (e) Except as may be required by Law, there are no material restrictions on the ability of the Corporation to use, transfer (other than the restrictions on transfer contained in the Credit Facility and the Corporation's senior unsecured notes as described in the Offering Documents) or otherwise exploit any of their respective Mining Rights,

and the Corporation does not know of any claim or basis for a claim that may adversely affect such rights.

- (f) Neither the Corporation nor any of its subsidiaries has granted any other person any right to acquire the Mining Rights or any portion of the Mining Rights other than as described in the Offering Documents or as may be applicable if and when such Mining Rights are no longer required by the Corporation.
- (21) *Technical Compliance.* The Corporation has complied with the requirements of NI 43-101 in all material respects, including, but not limited to, the preparation and filing of technical reports and each of the technical reports filed with respect to the Material Properties accurately and completely sets forth all material facts relating to the properties that are subject thereto as at the date of such report and there is no new material scientific or technical information nor any other fact or circumstance that has triggered the requirements to file updated reports.
- (22) *Mineral Information.* The information set forth in the Offering Documents relating to the estimates of the mineral resources and reserves of the Material Properties and the Blackwater Project has been prepared in accordance with Canadian industry standards set forth in NI 43-101 and the method of estimating the mineral resources and reserves has been verified, to the extent required by Law, by “qualified persons” (as such term is defined in NI 43-101) and the information upon which such estimates were based, was, at the time of delivery thereof, complete and accurate in all material respects and there have been no material adverse changes to such information since the date of delivery or preparation thereof.
- (23) *Environmental Laws.* (a) Except as disclosed in the Offering Documents, the Corporation and each of its subsidiaries is in compliance in all material respects with all Laws relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, Laws relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, tailings, waste rock, toxic substances, hazardous substances, petroleum or petroleum products (collectively, “**Hazardous Materials**”) or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials and all reclamation and other closure obligations (collectively, “**Environmental Laws**”), (b) except as described in the Offering Documents, each of the Corporation and its subsidiaries have all material Authorizations required under any Environmental Laws and are in material compliance with the terms and conditions of all such Authorizations and all such Authorizations are valid and in full force and effect, and (c) except as would not reasonably be expected to have a Material Adverse Effect, there are no pending or, to the knowledge of the Corporation, threatened, material administrative, regulatory or judicial actions, suits, demands, demand letters, claims, liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Corporation or any of its subsidiaries.
- (24) *Possession of Authorizations.* Except as disclosed in the Offering Documents, the Corporation and its subsidiaries have all material Authorizations required under any Law currently necessary to own, lease, exploit, use, stake or maintain the Mining Rights and to conduct the business now operated by the Corporation and its subsidiaries. Except as disclosed in the Offering Documents, (a) the Corporation and its subsidiaries are in

material compliance with the terms and conditions of all such Authorizations, and (b) all such Authorizations are valid and in full force and effect. Neither the Corporation nor any subsidiary has received any notice of proceedings relating to the revocation, suspension or modification of any such Authorizations, which could reasonably be expected to have a Material Adverse Effect.

- (25) *Insurance.* The Corporation and its subsidiaries maintain insurance against loss of, or damage to, their assets on a basis consistent with reasonably prudent persons in comparable businesses. All of the policies in respect of such insurance coverage are in good standing in all material respects and not in default and neither the Corporation nor any subsidiary has failed to promptly give any notice of any material claim thereunder; and there are no material claims thereunder or to which any insurance company is denying liability or defending under a reservation of rights clause.
- (26) *Material Contracts.* All of the Corporation Contracts that are material to the Corporation and its subsidiaries (taken as a whole) (collectively, the “**Material Contracts**”) have been disclosed in the Offering Documents. Neither the Corporation nor any of its subsidiaries has received notification from any party claiming that the Corporation or any such subsidiary is in breach or default under any Material Contract, which could reasonably be expected to have a Material Adverse Effect.
- (27) *No Material Change.* Since December 31, 2018 and except as disclosed in the Offering Documents, (a) there has been no material change in the condition (financial or otherwise), or in the properties, capital, affairs, prospects, operations, assets or liabilities of the Corporation and its subsidiaries taken as a whole, whether or not arising in the ordinary course of business, and (b) there have been no transactions entered into by the Corporation or its subsidiaries, other than those in the ordinary course of business, which are material with respect to the Corporation and its subsidiaries taken as a whole.
- (28) *Absence of Proceedings.* There is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Authority, now pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation or any of its subsidiaries, which is required to be disclosed in the Offering Documents but not so disclosed. The aggregate of all pending legal or governmental proceedings to which the Corporation or any of its subsidiaries is a party or of which any of their respective property or assets is subject which are not described in the Offering Documents include only ordinary routine proceedings incidental to the business, properties and assets of the Corporation and would not reasonably be expected to have a Material Adverse Effect.
- (29) *Labour.* No material labour dispute with the employees of the Corporation or its subsidiaries currently exists or, to the knowledge of the Corporation, is imminent. Other than in respect of the CSP Mine, neither the Corporation nor any of its subsidiaries is a party to any collective bargaining agreement and, to the knowledge of the Corporation, as at the date hereof, no action has been taken or is contemplated to organize any employees of the Corporation or its subsidiaries.
- (30) *Absence of Further Requirements.* Except as noted herein, no filing with, or authorization, approval, consent, licence, order, registration, qualification or decree of any court or governmental authority or agency is necessary or required for the performance by the Corporation of its obligations hereunder, or the consummation of the transactions contemplated by this Agreement, except such as have been or will be obtained under

Applicable Securities Laws and the rules and regulations of the TSX and the NYSE American.

- (31) *Taxes.* The Corporation and its subsidiaries, as the case may be, have each (a) timely filed (or has had timely filed on their behalf) all returns, declarations, reports, estimates, information returns, elections and statements (“**Returns**”) required to be filed with or sent to any taxing authority having jurisdiction since incorporation or organization (except for any Returns where no governmental taxes or other charges due or claimed to be due by a Governmental Authority are owed by the Corporation or any such subsidiary, which Returns, in each case, have been filed by or on behalf of the Corporation and each such subsidiary), and all such Returns have, in all material respects, been prepared in accordance with the provisions of all Laws and are true, correct and complete in all material respects, (b) timely and properly paid (or has had paid on its behalf), all governmental taxes and other charges due or claimed to be due by a Governmental Authority (including all instalments on account of taxes for the current year), and (c) has properly withheld or collected and remitted all amounts required to be withheld or collected and remitted by it in respect of any governmental taxes or other charges.
- (32) *No Acquisition or Disposition.* The Corporation has not completed any “significant acquisition” (as such term is defined in NI 51-102), nor is it proposing any “probable acquisitions” that would require disclosure under Form 44-101F1, that would require the inclusion of any additional financial statements or pro forma financial statements in the Offering Documents pursuant to Applicable Securities Laws.
- (33) *Corporation Short Form Eligible.* The Corporation is eligible to file a short form prospectus in each of the Qualifying Jurisdictions pursuant to Applicable Securities Laws and on the date of and upon filing of the Final Prospectus there will be no documents required to be filed under Applicable Securities Laws in connection with the distribution of the Offered Shares that will not have been filed as required.
- (34) *Compliance with Laws.* The Corporation has complied, in all material respects, with all Laws required to be complied with in connection with the Offering.
- (35) *No Loans.* Other than as set out in the Offering Documents, neither the Corporation nor its subsidiaries have made any material loans to or provided material guarantees for the obligations of any person other than the Corporation and its subsidiaries.
- (36) *Directors and Officers.* To the knowledge of the Corporation, none of the current 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 stock exchange.
- (37) *Stock Exchange and Commission Compliance.* Neither the Commission, the SEC, any other securities regulatory authority, any stock exchange nor any similar regulatory authority has issued any order which is currently outstanding preventing or suspending trading in any securities of the Corporation or the use of any Offering Document and no proceedings for such purposes have been instituted or are pending or, to the knowledge of the Corporation, are threatened.

- (38) *Non-arm's Length Transactions.* Except as set out in the Offering Documents, to the knowledge of the Corporation, none of the directors, officers or employees of the Corporation or any of its subsidiaries, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing persons or companies has had any material interest, direct or indirect, in any material transaction within the previous two years or has any material interest in any proposed material transaction involving the Corporation which, as the case may be, materially affected, is material to or will materially affect the Corporation and any such subsidiaries (taken as a whole).
- (39) *Minute Books and Records.* The minute books and records of the Corporation which have been made available to the Underwriters and their counsel in connection with their due diligence investigation of the Corporation for the period from March 2, 2017 to the date of examination thereof contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the boards of directors and committees of the boards of directors of the Corporation to the date of review of such corporate records and minute books, other than the minutes of the meetings of the board of directors of the Corporation and committees thereof held on July 30 and 31, 2019 and the minutes of the meeting of the Corporate Governance and Nominating Committee on April 24, 2019. There have been no other meetings, resolutions or proceedings of the shareholders, board of directors of the Corporation or any committees of the board of directors of the Corporation since March 2, 2017 to the date hereof not reflected in such minute books and other records provided to counsel to the Underwriters other than as disclosed to the Underwriters or which are not material in the context of the Corporation.
- (40) *Reporting Issuer Status.* The Corporation is a "reporting issuer" in each of the Qualifying Jurisdictions within the meaning of Applicable Securities Laws in such jurisdictions and is not in default in any material respect of any requirement of the Applicable Securities Laws of such jurisdictions and the Corporation is not included on a list of defaulting reporting issuers maintained by any of the Securities Commissions.
- (41) *Purchase and Sales.* Other than as disclosed in the Offering Documents, neither the Corporation nor its subsidiaries has approved, has entered into any agreement in respect of, or has any knowledge of:
- (a) the purchase of any material property or any interest therein or the sale, transfer or other disposition of any of the Material Properties or any interest therein currently owned, directly or indirectly, by the Corporation whether by asset sale, transfer of shares, or otherwise; or
 - (b) the change of control (by sale or transfer of shares or sale of all or substantially all of the assets of the Corporation) of the Corporation.
- (42) *Employee Plans.* The Documents Incorporated by Reference disclose, to the extent required by Applicable Securities Laws, 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 (the "**Employee Plans**"), each of which has been maintained in all material respects with its

terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans.

- (43) *No Dividends.* During the previous 12 months, the Corporation has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its common shares or securities or agreed to do any of the foregoing.
- (44) *No Reportable Event.* There has not been a “reportable event” (within the meaning of NI 51-102) with the present auditors of the Corporation and the auditors of the Corporation have not provided any material comments or recommendations to the Corporation regarding its accounting policies, internal control systems or other accounting or financial practices that have not been implemented by the Corporation.
- (45) *System of Internal Control.* The Corporation maintains a system of internal control over financial reporting (as such term is defined in Rule 13a-15(f) under the U.S. Exchange Act) that has been designed by the Corporation’s principal executive officer and principal financial officer, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including IFRS, as applicable, in Canada, including but not limited to internal accounting controls sufficient to provide reasonable assurance that (a) transactions are executed in accordance with management’s general or specific authorizations, (b) transactions are recorded as necessary to permit the preparation of financial statements in conformity with IFRS and to maintain asset accountability, (c) access to assets is permitted only in accordance with management’s general or specific authorization, and (d) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Management of the Corporation assessed internal control over financial reporting of the Corporation as of December 31, 2018 and concluded internal control over financial reporting was effective as of such date. Since December 31, 2018, there has been no change in the Corporation’s internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Corporation’s internal control over financial reporting. The Corporation is not aware of any material weaknesses in its internal controls over financial reporting.
- (46) *System of Disclosure Control.* The Corporation maintains disclosure controls and procedures (as such term is defined in Rule 13a-15(e) under the U.S. Exchange Act); such disclosure controls and procedures have been designed to ensure that information required to be disclosed by the Corporation in the reports that it files or submits under the U.S. Exchange Act is recorded, processed, summarized and reported within the time periods specified in the SEC’s rules and forms; management of the Corporation assessed the Corporation’s disclosure controls and procedures and concluded that such disclosure controls and procedures were effective as of December 31, 2018.
- (47) *Action to Manipulate Price.* Neither the Corporation nor any of its subsidiaries, nor to the knowledge of the Corporation, any of the Corporation’s affiliates, has taken, nor will the Corporation, any such subsidiary or any such affiliate take, directly or indirectly, any action which is designed to, or which might reasonably be expected to cause or result in, the stabilization or manipulation of the price of any security of the Corporation in connection with the Offering.

- (48) *Unlawful Payment.* Neither the Corporation nor any of its subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or other person acting on behalf of the Corporation or any of its subsidiaries is aware of or has (a) made any unlawful contribution to any candidate for non-United States or Canadian office, or failed to disclose fully any such contribution in violation of law, or (b) made any payment to any federal or state governmental officer or official, or other person charged with similar public or quasi-public duties, other than payments required or permitted by the laws of the United States or Canada or any jurisdiction thereof. Without limiting the generality of the foregoing, none of the Corporation, its subsidiaries or, to the knowledge of the Corporation, any director, officer, agent, employee or affiliate of the Corporation or any of its subsidiaries is aware of or has taken any action, directly or indirectly, that would result in a violation by such persons of the Canadian Corruption of Foreign Public Officials Act or the Foreign Corrupt Practices Act of 1977, as amended, and the rules and regulations thereunder (collectively the “**Foreign Corruption Laws**”), 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 official” (as such term is defined in the Foreign Corruption Laws) or any foreign political party or official thereof or any candidate for foreign political office, in contravention of the Foreign Corruption Laws; and the Corporation and each of its subsidiaries have conducted their businesses in compliance with the Foreign Corruption Laws and have instituted and maintain policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance therewith. The operations of the Corporation and each of its subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada) and the U.S. Currency and Foreign Transactions Reporting Act of 1970, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority (collectively, the “**Money Laundering Laws**”) and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or any such subsidiary with respect to the Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened.
- (49) *U.S. Sanctions.* Neither the Corporation, any of its subsidiaries nor, to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control of the U.S. Treasury Department (“**OFAC**”); and the Corporation will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC.
- (50) *No Other Fees Payable.* Other than the Underwriters pursuant to this Agreement, there is no person acting or purporting to act at the request of the Corporation who is entitled to any brokerage, agency, underwriting, or other fiscal advisory or similar fee in connection with the transactions contemplated herein.
- (51) *Offering Documents.* The Preliminary Prospectus complied, as of the time of filing thereof, and all other Offering Documents as of the time of filing thereof will comply, in all material

respects with the applicable requirements of Applicable Securities Laws; the Preliminary Prospectus, as of the time of filing thereof, did not, and all other Offering Documents, as of the time of filing thereof and as of the Closing Time and the Option Closing Time, as the case may be, will not, contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances under which they were made, not misleading; and the Preliminary Prospectus, as of the time of filing or delivery thereof, constituted, and all other Offering Documents, as of the time of filing or delivery thereof and as of the Closing Time and the Option Closing Time, as the case may be, will constitute, full, true and plain disclosure of all material facts relating to the Offered Shares and to the Corporation; provided, however, that this representation and warranty shall not apply to any information contained in or omitted from any Offering Document in reliance upon and in conformity with information furnished in writing to the Corporation by or on behalf of any Underwriter through the Lead Underwriter specifically for use therein.

- (52) *Additional Representations and Warranties.* The representations and warranties of the Corporation contained in Schedule A hereto are hereby incorporated by reference herein and a part hereof and the Corporation hereby acknowledges that each Underwriter is relying upon such representations and warranties.

Section 8 Covenants of the Corporation

- (1) The Corporation covenants and agrees with the Underwriters that:
- (a) the Corporation will advise the Underwriters, promptly after receiving notice thereof, of the time when each Offering Document has been filed and when each of the Preliminary Receipt and the Final Receipt, as applicable, has been obtained, and will provide evidence satisfactory to the Underwriters of each such filing and a copy of each such Preliminary Receipt or Final Receipt;
 - (b) between the date hereof and the date of completion of the Distribution of the Offered Shares, the Corporation will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:
 - (i) the issuance by any Securities Commission or the SEC of any order suspending or preventing the use of any of the Offering Documents;
 - (ii) the issuance by any Securities Commission, the SEC, the TSX or the NYSE American of any order having the effect of ceasing or suspending the Distribution of the Common Shares or the trading in any securities of the Corporation, or of the institution or, to the knowledge of the Corporation, threatening of any proceeding for any such purpose; or
 - (iii) any requests made by any Securities Commission or the SEC for amending or supplementing any of the Offering Documents or for additional information;

and the Corporation will use its best efforts to prevent the issuance of any order referred to in subparagraph (b)(i) above or subparagraph (b)(ii) above and, if any such order is issued, to obtain the withdrawal thereof at the earliest possible time;

- (c) the Corporation will use its best efforts to obtain the conditional listing of the Offered Shares on the TSX by the Closing Time, subject only to the official notice of issuance, and the Corporation will use its best efforts to have the Offered Shares listed and admitted and authorized for trading on the NYSE American by the Closing Time; and
 - (d) the Corporation will use the net proceeds from the Offering as described in the Preliminary Prospectus.
- (2) Prior to the completion of the Distribution of the Offered Shares, the Corporation will file all documents required to be filed with or furnished to the Securities Commissions pursuant to Applicable Securities Laws.
- (3) Except as contemplated by this Agreement, the Corporation will not, without the prior written consent of the Lead Underwriter (not to be unreasonably withheld), on behalf of the Underwriters, directly or indirectly issue, offer, pledge, sell, contract to sell, contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer, lend or dispose of, directly or indirectly, any Common Shares or securities or other financial instruments convertible into or having the right to acquire Common Shares, or enter into any agreement or arrangement under which the Corporation would 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, during the period from the date hereof and ending 90 days following the Closing Date; provided that, notwithstanding the foregoing, the Corporation may (a) issue Common Shares or securities convertible or exercisable into or exchangeable for or which may be settled in Common Shares pursuant to any equity incentive plan, stock option plan, long term incentive plan or other equity plan in effect on the date hereof, (b) issue Common Shares issuable upon the exercise or settlement of options or performance share units outstanding on the date hereof, (c) issue options and/or performance share units to the general manager of the Rainy River Mine, (d) issue Common Shares or securities convertible or exercisable into or exchangeable for or which may be settled in Common Shares pursuant to agreements or commitments of the Corporation in effect on the date hereof, (e) amend an agreement with a current service provider to, among other things, reduce the maximum value of common shares issuable by the Company to the service provider thereunder, (f) effect one or more private placements of Common Shares, or enter into one or more agreement(s) with First Nations or other indigenous groups providing for the issuance of Common Shares pursuant thereto, at a price per Common Share that is not less than the Offering Price, and (g) enter into one or more participation, impact benefits or similar agreement(s) with First Nations or other indigenous groups which provide for the issuance of common shares to the applicable First Nations or other indigenous groups upon the achievement of certain milestones and/or satisfaction of certain conditions, including upon signing the applicable agreement; provided that the aggregate value of the Common Shares issued pursuant to clauses (f) and (g) of this Section 8(3) during the 90-day period following closing of the Offering will not exceed \$7,000,000. In addition, the Corporation shall not, without the prior written consent of the Lead Underwriter (not to be unreasonably withheld), on behalf of the Underwriters, file a prospectus under Applicable Securities Laws or a registration statement under the U.S. Securities Act in connection with any transaction by the Corporation or any person that is

prohibited pursuant to the foregoing, except as pursuant to the Offering and for registration statements on Form S-8 relating to employee benefit plans.

Section 9 Survival of Representations, Warranties and Covenants

The representations, warranties, obligations and agreements of the Corporation and of the Underwriters contained herein or delivered pursuant to this Agreement shall survive the purchase by the Underwriters of the Offered Shares and shall continue in full force and effect notwithstanding any subsequent disposition by the Underwriters of the Offered Shares until the later of: (i) the third anniversary of the Closing Date; and (ii) the latest date under Applicable Securities Laws relevant to a purchaser of any Offered Shares (non-residents of Canada or the U.S. being deemed to be resident in the Province of Ontario for such purposes) that a purchaser of Offered Shares may be entitled to commence an action or exercise a right of rescission, with respect to a misrepresentation contained in the Final Prospectus or, if applicable, any Supplementary Material, and the Underwriters shall be entitled to rely on the representations and warranties of the Corporation contained in or delivered pursuant to this Agreement notwithstanding any investigation which the Underwriters may undertake or which may be undertaken on the Underwriters' behalf.

Section 10 Indemnification

- (1) The Corporation shall indemnify and save harmless each of the Underwriters and their respective affiliates, and their respective directors, officers, employees and agents (collectively, the “**Indemnified Parties**” and individually an “**Indemnified Party**”) from and against all losses (other than losses of profits), claims, actions, suits, proceedings, damages, liabilities, costs and expenses, (including the reasonable fees and expenses of the Indemnified Parties' counsel that may be incurred in advising with respect to or defending such claim), in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities, suits, proceedings, costs or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Indemnified Parties or otherwise in connection with the matters referred to in this Agreement, including, whether performed before or after the execution of this Agreement by the Corporation without limitation, in any way caused by, or arising directly or indirectly from, or in consequence of:
 - (a) (i) any information or statement contained in any Offering Document, which at the time and in the light of the circumstances under which it was made contains or is alleged to contain a misrepresentation, (ii) any untrue statement or alleged untrue statement of a material fact contained (A) in an Offering Document or (B) in any other materials or information provided to investors by, or with the approval of, the Corporation in connection with the Offering, or (iii) the omission or alleged omission to state in any Offering Document a material fact required to be stated therein or necessary to make the statements therein (in the light of the circumstances under which they were made, in the case of any prospectus) not misleading; provided, however, that the Corporation will not be liable in any such case to the extent but only to the extent that any such expenses, losses, claims, damages, liabilities, suits, proceedings, costs or actions arise out of or are based upon any such misrepresentation, untrue statement or alleged untrue statement or omission or alleged omission made therein in reliance upon and in conformity with written information furnished to the Corporation by or on behalf of any Underwriter through the Lead Underwriter expressly for use therein;

- (b) the breach of, or default under, any term, condition, covenant or agreement of the Corporation made or contained herein or in any other document of the Corporation delivered pursuant hereto or made by the Corporation in connection with the sale of the Offered Shares or the breach of any representation or warranty of the Corporation made or contained herein or in any other document of the Corporation delivered pursuant hereto or in connection with the sale of the Offered Shares being or being alleged to be untrue, false or misleading;
- (c) any order made or inquiry, investigation or proceeding commenced or threatened by any securities regulatory authority, stock exchange or by any other competent authority or any change of law or the interpretation or administration thereof which prevents or restricts the trading in or the sale of the Corporation's securities or the distribution of the Offered Shares in any jurisdiction; or
- (d) the non-compliance or alleged non-compliance by the Corporation with any of the Applicable Securities Laws or U.S. Securities Laws relating to or connected with the distribution of the Offered Shares, including the Corporation's non-compliance with any statutory requirement to make any document available for inspection;

provided that, if and to the extent that a court of competent jurisdiction in a final judgment from which no appeal can be made or a regulatory authority in a final ruling from which no appeal can be made shall determine that the liabilities, claims, actions, suits, proceedings, losses, costs, damages or expenses resulted from the gross negligence, fraud or wilful misconduct of an Indemnified Party claiming indemnity, such Indemnified Party shall promptly reimburse to the Corporation any funds advanced to the Indemnified Party in respect of such claim and the indemnity provided for in this Section 10 shall cease to apply to such Indemnified Party in respect of such claim. For greater certainty, the Corporation and the Underwriters agree that they do not intend that any failure by the Underwriters to conduct such reasonable investigation as necessary to provide the Underwriters with reasonable grounds for believing the Offering Document contained no misrepresentation shall constitute "gross negligence" or "wilful misconduct" for the purposes of this Section 10 or otherwise disentitle the Underwriters from indemnification hereunder.

- (2) If any claim contemplated by this Section 10 shall be asserted against any of the Indemnified Parties, or if any potential claim contemplated by this Section 10 shall come to the knowledge of any of the Indemnified Parties, the Indemnified Party concerned shall notify in writing the Corporation as soon as possible of the nature of such claim (provided that any failure to so notify in respect of any potential claim shall affect the liability of the Corporation under this Section 10 only to the extent that the Corporation is materially prejudiced by such failure). The Corporation shall, subject as hereinafter provided, be entitled (but not required) to assume the defence on behalf of the Indemnified Party of any suit brought to enforce such claim; provided that the defence shall be through legal counsel selected by the Corporation and acceptable to the Indemnified Party, acting reasonably, and no admission of liability shall be made by the Corporation or the Indemnified Party without, in each case, the prior written consent of all the Indemnified Parties affected and the Corporation. An Indemnified Party shall have the right to employ separate counsel in any such suit and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

- (a) the Corporation fails to assume the defence of such suit on behalf of the Indemnified Party within a reasonable time after receiving notice of such suit;

- (b) the employment of such counsel has been authorized by the Corporation; or
- (c) the named parties to any such suit (including any added or third parties) include the Indemnified Party and the Corporation and the Indemnified Party and the Corporation shall have been advised in writing by counsel that representation of the Indemnified Party by counsel for the Corporation is inappropriate as a result of the potential or actual conflicting interests of those represented;

in each of cases (a), (b) or (c), the Corporation shall not have the right to assume the defence of such suit on behalf of the Indemnified Party, but the Corporation shall only be liable to pay the reasonable fees and disbursements of one firm of separate counsel (in addition to local counsel) for all Indemnified Parties in any jurisdiction. In no event shall the Corporation be required to pay the fees and disbursements of more than one set of counsel (in addition to local counsel) for all Indemnified Parties in respect of any particular claim or set of claims in one jurisdiction. No settlement may be made by an Indemnified Party without the prior written consent of the Corporation, which consent will not be unreasonably withheld.

- (3) To the extent that any Indemnified Party is not a party to this Agreement, the Underwriters hold the right and benefit of this Section 10 in trust for and on behalf of such Indemnified Party.
- (4) The Corporation shall not, without the prior written consent of the Indemnified Parties, effect any settlement or compromise of, or consent to the entry of judgment with respect to, any pending or threatened claim, investigation, action or proceeding in respect of which indemnity or contribution may be or could have been sought by an Indemnified Party hereunder unless such settlement, compromise or judgment (i) includes an unconditional release of the Indemnified Parties from all liability arising out of such claim, investigation, action or proceeding and (ii) does not include a statement as to or an admission of fault, culpability or any failure to act, by or on behalf of any Indemnified Party.

Section 11 Contribution

- (1) In order to provide for just and equitable contribution in circumstances in which the indemnity provided in Section 10 hereof would otherwise be available in accordance with its terms but is, for any reason not solely attributable to any one or more of the Indemnified Parties, held to be unavailable to or unenforceable by the Indemnified Parties or enforceable otherwise than in accordance with its terms, the Underwriters and the Corporation shall contribute to the aggregate of all claims, damages, liabilities, costs and expenses and all losses (other than losses of profits or consequential damages) of the nature contemplated in Section 10 hereof and suffered or incurred by the Indemnified Parties in proportions as is appropriate to reflect: (i) as between the Corporation and the Underwriters, the relative benefits received by the Underwriters, on the one hand (being the Underwriting Fee), and the relative benefits received by the Corporation, on the other hand (being the net proceeds of the Offering, before expenses) from the Offering; and (ii) as between the Corporation and the Underwriters, the relative fault of the Corporation, on the one hand, and the Underwriters, on the other hand; provided that the Underwriters shall not in any event be liable to contribute, in the aggregate, any amount in excess of the Underwriting Fee or any portion thereof actually received. However, no party who has been determined by a court of competent jurisdiction in a final, non-appealable judgement to have engaged in any fraud, fraudulent misrepresentation or gross negligence shall be

entitled to claim contribution from any person who has not been so determined to have engaged in such fraud, fraudulent misrepresentation, gross negligence or wilful misconduct.

- (2) The rights to contribution provided in this Section 11 shall be in addition to and not in derogation of any other right to contribution which the Indemnified Parties may have by statute or otherwise at law provided that Section 11(1) hereof shall apply, *mutatis mutandis*, in respect of such other right.
- (3) Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit or proceeding against such party in respect of which a claim for contribution may be made against the other party under this section, notify such party from whom contribution may be sought. In no case shall such party from whom contribution may be sought be liable under this Agreement unless such notice has been provided, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have otherwise than under this Section 11, except to the extent such party is materially prejudiced by the failure to receive such notice. The right to contribution provided in this Section 11 shall be in addition to, and not in derogation of, any other right to contribution that the Underwriters or the Corporation may have by statute or otherwise by law. The obligations of the Underwriters to contribute pursuant to this Section 11 are several in proportion to the number of Offered Shares to be purchased by each of the Underwriters hereunder and not joint.

Section 12 All Terms to be Conditions

The Corporation agrees that the conditions contained in this Agreement will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation. Any breach or failure to comply with any of the conditions set out in this Agreement shall entitle the Underwriters to terminate their obligation to purchase the Offered Shares in accordance with Section 13(1)(d), by written notice to that effect given to the Corporation at or prior to the Closing Time or the Option Closing Time, as applicable. It is understood that the Underwriters may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Underwriters in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriters any such waiver or extension must be in writing and signed by the Underwriters.

Section 13 Termination by Underwriters

- (1) Each Underwriter shall also be entitled to terminate its obligation to purchase the Offered Shares by written notice to that effect to the Corporation and the Lead Underwriter at or prior to the Closing Time or the Option Closing Time, as applicable, if:
 - (a) there should occur any material change (actual, contemplated or threatened) in the business, affairs, operations, assets, liabilities (contingent or otherwise), condition (financial or otherwise) or capital of the Corporation or a change in any material fact, or new material fact, or the Underwriters become aware of any undisclosed material information, which in the opinion of an Underwriter, acting reasonably, would reasonably be expected to have a material adverse effect on the market price or value of the Offered Shares;

- (b) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence, catastrophe, accident, natural disaster, public protest, war or act of terrorism of national or international consequence or any new law or regulation or a change thereof which, in the opinion of an Underwriter, acting reasonably, seriously adversely affects, or involves, or is expected to seriously adversely affect, or involve, financial markets in Canada or the United States generally or the business, operations, assets, liabilities (contingent or otherwise) or capital of the Corporation;
 - (c) there should occur or commence or be announced or threatened any inquiry, action, suit, investigation or other proceeding (whether formal or informal) by any Governmental Authority or any order or ruling is issued under or pursuant to any statute of Canada or the United States or of any province or territory of Canada, or state of the United States by any Governmental Authority (including, without limitation, the Commission, any other Securities Commission, the TSX, NYSE American or the SEC) (other than any such inquiry, action, suit, investigation or other proceeding or order relating solely to any of the Underwriters), which in the reasonable opinion of an Underwriter would be expected to operate to prevent or materially restrict trading in or distribution of the Offered Shares or would have a material adverse effect on the market price or value of the Offered Shares; or
 - (d) the Corporation is in breach of any term, condition or covenant of this Agreement in any material respect.
- (2) If this Agreement is terminated by any of the Underwriters pursuant to Section 13(1), there shall be no further liability on the part of such Underwriter or of the Corporation to such Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Section 10, Section 11 and Section 17.
 - (3) The right of the Underwriters or any of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Underwriter under this Section 13 shall not be binding upon the other Underwriters.

Section 14 Closing

The closing of the purchase and sale of the Firm Shares herein provided for shall be completed at 8:00 a.m. (Toronto time) on August 30, 2019, or such other date and/or time as may be agreed upon in writing by the Corporation and the Underwriters, but in any event not later than 42 days following the date of the Final Receipt (respectively, the “**Closing Time**” and the “**Closing Date**”), at the offices of Cassels, Brock & Blackwell LLP. In the event that the Closing Time has not occurred on or before the date which is 42 days following the date of the Final Receipt, this Agreement shall, subject to Section 13(2) hereof, terminate.

Section 15 Conditions of Closing and Option Closing

- (1) The obligations of the Underwriters under this Agreement are subject to (i) the performance by the Corporation of its obligations under this Agreement, and (ii) receipt by the Underwriters, at the Closing Time or Option Closing Time, as applicable, of:

- (a) a favourable legal opinion, dated the Closing Date and Option Closing Date, as applicable, from Cassels Brock & Blackwell LLP, the Corporation's Canadian counsel, as to matters of Canadian federal and provincial law (who may rely on or provide opinions of local counsel acceptable to them and to the Underwriters' counsel as to matters governed by the laws of jurisdictions in Canada other than the Provinces of Ontario and British Columbia), addressed to the Underwriters and the Underwriters' counsel, such matters to be as substantially set out in the attached Schedule B subject to customary, limitations, assumptions and qualifications;
- (b) a favourable legal opinion, dated the Closing Date and the Option Closing Date, as applicable, from Paul, Weiss, Rifkind, Wharton & Garrison LLP, the Corporation's U.S. counsel, addressed to the Underwriters, to the effect that it is not necessary in connection with the offer and sale of the Offered Shares to purchasers that are, or are acting for the account or benefit of, persons in the United States and U.S. Persons, in accordance with the provisions of this Agreement (including Schedule A hereto), to register the Offered Shares under the U.S. Securities Act, it being understood that such counsel expresses no opinion as to any subsequent reoffer or resale of the Offered Shares;
- (c) favourable legal opinions addressed to the Underwriters and their legal counsel, dated the Closing Date, from Canadian local counsel to the Corporation, in form and content acceptable to the Underwriters and their legal counsel, acting reasonably, with respect to the Corporation's title and mineral rights for each of the New Afton Mine and the Rainy River Mine;
- (d) certificates or evidence of registration representing, in the aggregate, the Firm Shares (and Additional Shares, if applicable) in the name of CDS or its nominee or in such other name(s) as the Underwriters shall have directed;
- (e) the auditor's comfort letter dated the Closing Date and the Option Closing Date, as applicable, updating the comfort letter referred to in Section 5(4) above with such changes as may be necessary from the comfort letter delivered previously to bring the information therein forward to a date which is within two Business Days of the Closing Date and Option Closing Date, as applicable;
- (f) the Underwriting Fee paid in accordance with the sixth paragraph of this Agreement;
- (g) evidence satisfactory to the Underwriters that the Offered Shares shall have been (A) listed and admitted and authorized for trading on the NYSE American, and (B) conditionally approved for listing on the TSX, subject only to the official notice of issuance;
- (h) a certificate, dated the Closing Date and the Option Closing Date, as applicable, and signed on behalf of the Corporation, but without personal liability, by the President and Chief Executive Officer and by the Chief Financial Officer of the Corporation, or such other officers of the Corporation as may be reasonably acceptable to the Underwriters, certifying that: (i) the Corporation has complied with all covenants and satisfied all terms and conditions hereof to be complied with and satisfied by the Corporation at or prior to the Closing Time and the Option

Closing Time, as applicable; (ii) all the representations and warranties of the Corporation contained herein are true and correct as of the Closing Time and the Option Closing Time, as applicable with the same force and effect as if made at and as at the Closing Time and the Option Closing Time, as applicable, after giving effect to the transactions contemplated hereby; (iii) there has been no Material Change since the date hereof which has not been generally disclosed, except for the offering of the Offered Shares, and with respect to which the requisite Material Change statement or report has not been filed and no such disclosure has been made on a confidential basis; and (iv) that, to the best of the knowledge, information and belief of the persons signing such certificate, after having made reasonable inquiries, no order, ruling or determination having the effect of ceasing or suspending trading in the Common Shares or any other securities of the Corporation has been issued and no proceedings for such purpose are pending or are contemplated or threatened;

- (i) at the Closing Time or Option Closing Time, as applicable, certificates dated the Closing Date or the Over-Allotment Option Closing Date, as applicable, signed on behalf of the Corporation, but without personal liability, by the Chief Executive Officer of the Corporation or another officer acceptable to the Underwriters, acting reasonably, in form and content satisfactory to the Underwriters, acting reasonably, with respect to the constating documents of the Corporation; the resolutions of the directors of the Corporation relevant to the Offering, including the allotment, issue (or reservation for issue) and sale of the Firm Shares and Additional Shares, the grant of the Over-Allotment Option, the authorization of this Agreement, the listing of the Firm Shares and the Additional Shares on the TSX and NYSE American and transactions contemplated by this Agreement; and the incumbency and signatures of signing officers of the Corporation;
- (j) at the Closing Time, the Corporation's directors and executive officers shall each have entered into lock-up agreements, substantially in the form attached hereto as Schedule C;
- (k) at the Closing Time or Option Closing Time, as applicable, a certificate of status (or equivalent) for the Corporation dated within two (2) Business Days (or such earlier or later date as the Underwriters may accept) of the Closing Date;
- (l) such other documents as the Underwriters or counsel to the Underwriters may reasonably require; and all proceedings taken by the Corporation in connection with the issuance and sale of the Offered Shares shall be satisfactory in form and substance to the Lead Underwriter and counsel for the Underwriters, acting reasonably.

Section 16 Over-Allotment Option

- (1) The Over-Allotment Option may be exercised by the Lead Underwriter, on behalf of the Underwriters, at any time, in whole or in part by delivering notice to the Corporation not later than 5:00 p.m. (Toronto time) on the 30th day after the Closing Date, which notice will specify the number of Additional Shares to be purchased by the Underwriters and the date (the "**Option Closing Date**") and time (the "**Option Closing Time**") on and at which such Additional Shares are to be purchased. Such Option Closing Date may be the same as (but not earlier than) the Closing Date and will not be earlier than three Business Days nor

later than five Business Days after the date of delivery of such notice (except to the extent a shorter or longer period shall be agreed to by the Corporation). Subject to the terms of this agreement, upon the Lead Underwriter furnishing this notice, the Underwriters will be committed to purchase, in the respective percentages set forth in Section 22, and the Corporation will be committed to issue and sell in accordance with and subject to the provisions of this Agreement, the number of Additional Shares indicated in the notice. Additional Shares may be purchased by the Underwriters only for the purpose of satisfying over-allotments made in connection with the Offering.

- (2) In the event that the Over-Allotment Option is exercised in accordance with its terms, the closing of the issuance and sale of that number of Additional Shares in respect of which the Underwriters are exercising the Over-Allotment Option shall take place at the Option Closing Time at the offices of Cassels, Brock & Blackwell LLP or at such other place as may be agreed to by the Lead Underwriter and the Corporation.
- (3) At the Option Closing Time, the Corporation shall issue to the Underwriters that number of Additional Shares in respect of which the Underwriters are exercising the Over-Allotment Option and deposit with CDS or its nominee, if requested by the Underwriters, the Additional Shares electronically through the non-certificated inventory system of CDS against payment of the Offering Price per Additional Share by wire transfer or certified cheque payable to the Corporation or as otherwise directed by the Corporation.
- (4) Concurrently with the deliveries and payment under Section 16(3), the Corporation shall pay the Underwriting Fee applicable to the Additional Shares in the manner provided in the eighth paragraph of this letter against delivery of a receipt for that payment.
- (5) The obligation of the Underwriters to make any payment or delivery contemplated by this Section 16 is subject to the conditions set forth in Section 15.

Section 17 Expenses

The Corporation will pay all expenses and fees in connection with the Offering, including, without limitation, (a) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Shares and the filing of the Offering Documents, (b) the fees and expenses of the Corporation's legal counsel, (c) all costs incurred in connection with the preparation of documentation relating to the Offering, (d) reasonable fees (not to exceed C\$125,000 plus HST, where applicable) and disbursements of the Underwriters' Canadian and U.S. legal counsel, and (e) the Underwriters' reasonable out-of-pocket expenses in connection with the Offering.

Section 18 No Advisory or Fiduciary Relationship

The Corporation acknowledges and agrees that (a) the purchase and sale of the Offered Shares pursuant to this Agreement, including the determination of the Offering Price of the Offered Shares and any related discounts and commissions, is an arm's-length commercial transaction between the Corporation, on the one hand, and the several Underwriters, on the other hand, (b) in connection with the Offering and the process leading to such transaction each Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Corporation or its shareholders, creditors, employees or any other party, (c) no Underwriter has assumed or will assume an advisory or fiduciary responsibility in favour of the Corporation with respect to the Offering or the process leading thereto (irrespective of whether such Underwriter has advised or is currently advising the Corporation on other matters) and no Underwriter has any

obligation to the Corporation with respect to the Offering except the obligations expressly set forth in this Agreement, (d) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Corporation, and (e) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the Offering and the Corporation has consulted its own legal, accounting, regulatory and tax advisors to the extent it deems appropriate.

Section 19 Notices

Any notice to be given hereunder shall be in writing and shall be delivered in person, transmitted by fax or e-mail or similar means of recorded electronic communication or sent by registered mail, charges prepaid, and shall, in the case of notice to the Corporation, be addressed as follows:

New Gold Inc.
Brookfield Place
181 Bay Street, Suite 3320
Toronto, ON M5J 2T3

Attention: Renaud Adams
E-mail: Renaud.adams@newgold.com
(with a copy to: general.counsel@newgold.com)

with a copy to (such copy not to constitute notice):

Cassels Brock & Blackwell LLP
Scotia Plaza, Suite 2100
40 King Street West
Toronto, ON M5H 3C2

Attention: Mark Bennett
Tel No.: 416.869.5407
E-mail: mbennett@casselsbrock.com

and with a copy to (such copy not to constitute notice):

Paul, Weiss, Rifkind, Wharton & Garrison LLP
77 King Street West, Suite 3100
Toronto, ON M5K 1J3

Attention: Christopher Cummings
Tel No.: 416.504.0522
E-mail: ccummings@paulweiss.com

and in the case of notice to the Underwriters, be addressed as follows:

BMO Nesbitt Burns Inc.
100 King Street West, 4th Floor
Toronto, ON M5X 2A1

Attention: Ilan Bahar
Tel.: 416.359.5547
E-mail: ilan.bahar@bmo.com

RBC Dominion Securities Inc.
200 Bay Street, 4th Floor
Toronto, ON M5J 2W7

Attention: Lance Rishor
Tel.: 416.842.7771
E-mail: lance.rishor@rbccm.com

Scotia Capital Inc.
40 King Street West, 62nd Floor
Toronto, ON M5W 2X6

Attention: Geoff Smith
Tel.: 416.863.5970
E-mail: geoff.smith@scotiabank.com

CIBC World Markets Inc.
161 Bay Street, 7th Floor
Toronto, ON M5J 2S8

Attention: Steve Reid
Tel.: 416.956.6922
E-mail: steven.m.reid@cibc.com

TD Securities Inc.
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2

Attention: Sajid Rizvi
Tel.: 416.308.3202
E-mail: sajid.rizvi@tdsecurities.com

J.P. Morgan Securities Canada Inc.
66 Wellington Street West, Suite 4500
Toronto, ON M5K 1E6

Attention: David Rawlings
Tel.: 416.981.2350
E-mail: david.rawlings@jpmorgan.com

Merrill Lynch Canada Inc.
181 Bay Street, Suite 400
Toronto, ON M5J 2V1

Attention: Gaylen Duncan
Tel.: 416.369.7557
E-mail: gaylen.duncan@baml.com

Credit Suisse Securities (Canada), Inc.
100 King Street West, Suite 2900
Toronto, ON M5X 1C9

Attention: Matthew Hind
Tel.: 416.352.4529
E-mail: matthew.hind@credit-suisse.com

National Bank Financial Inc.
130 King Street West, Suite 3200
Toronto, ON M5X 1J9

Attention: Jason Ellefson
Tel.: 416.869.6557
E-mail: jason.ellefson@nbc.ca

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, ON M5J 2S1

Attention: Gunnar Eggertson
Tel.: 604.694.6951
E-mail: geggertson@cgf.com

Cormark Securities Inc.
200 Bay Street, Suite 2800
Toronto, ON M5J 2J2

Attention: Darren Wallace
Tel.: 416.943.6411
E-mail: dwallace@cormark.com

Eight Capital
100 Adelaide Street West, Suite 2900
Toronto, ON M5H 1S3

Attention: Jason Yeung
Tel.: 647.253.1119
E-mail: jyeung@viiicapital.com

GMP Securities L.P.
145 King Street West, Suite 300
Toronto, ON M5H 1J8

Attention: Michael Barman
Tel.: 416.943.6107
E-mail: mbarman@gmpsecurities.com

Laurentian Bank Securities Inc.
1360 Rene-Levesque Blvd W., Suite 620
Montreal, QC H3G 0E8

Attention: Joseph Gallucci
Tel.: 514.350.2933
E-mail: galluccij@vmbi.ca

Paradigm Capital Inc.
95 Wellington Street West, Suite 2101
Toronto, ON M5J 2N7

Attention: John Booth
Tel.: 416.363.4810
E-mail: john.booth@paradigmcap.com

Raymond James Ltd.
40 King Street West, 54th Floor
Toronto, ON M5H 3Y2

Attention: John Willett
Tel.: 416.777.7199
E-mail: john.willett@raymondjames.ca

with a copy to (such copy not to constitute notice):

Davies Ward Phillips & Vineberg LLP
155 Wellington Street West
Toronto, ON M5V 3J7

Attention: Robert S. Murphy
Tel.: 416.863.5537
E-mail: rmurphy@dwpv.com

and with a copy to (such copy not to constitute notice):

Skadden, Arps, Slate, Meagher & Flom LLP
Four Times Square
New York, NY 10036-6522

Attention: Michael J. Schwartz
Fax No.: 212.735.3694
E-mail: michael.schwartz@skadden.com

The Corporation and the Underwriters may change their respective addresses for notice by notice given in the manner referred to above.

Section 20 Actions on Behalf of the Underwriters

The execution of the Agreement by the Underwriters shall constitute the Corporation's authority for accepting notification of any steps from, and for giving notice to, and for delivering the Underwriting Fee to, or to the order of, the Lead Underwriter for and on behalf of the Underwriters as specifically contemplated in this Agreement, except in respect of: (i) a settlement of an indemnity claim pursuant to Section 10, which settlement shall be made by the Indemnified Party; (ii) any waiver pursuant to Section 12, which waiver may be given by any of the Underwriters

exercising such waiver; or (iii) any notice of termination pursuant to Section 13, which notice may be given by any of the Underwriters exercising such right.

Section 21 TMX Group

National Bank Financial Inc., or an affiliate thereof, owns or controls an equity interest in TMX Group Limited (“**TMX Group**”) and CIBC World Markets Inc., or an affiliate thereof, may own or control an equity interest in TMX Group. As such, each such investment dealer may be considered to have an economic interest in the listing of securities on an exchange owned or operated by TMX Group, including the TSX, the TSX Venture Exchange and the Alpha Exchange (each, an “**Exchange**”). In addition, each of CIBC World Markets Inc. and National Bank Financial Inc., or an affiliate thereof, has a nominee director serving on the TMX Group’s board of directors. No person or company is required to obtain products or services from TMX Group or its affiliates as a condition of any such dealer supplying or continuing to supply a product or service. CIBC World Markets Inc. and National Bank Financial Inc. do not require the Corporation to list securities on any of the Exchanges as a condition of supplying or continuing to supply underwriting and/or any other services.

Section 22 Underwriters’ Obligations

- (1) Subject to the terms of this Agreement, the Underwriters’ obligations under this Agreement to purchase the Offered Shares shall be several and not joint and several and the liability of each of the Underwriters to purchase the Offered Shares shall be limited to the following percentages of the purchase price paid for the Offered Shares:

BMO Nesbitt Burns Inc.	35.0%
RBC Dominion Securities Inc.	15.0%
Scotia Capital Inc.	15.0%
CIBC World Markets Inc.	7.0%
TD Securities Inc.	7.0%
J.P. Morgan Securities Canada Inc.	5.0%
Merrill Lynch Canada Inc.	5.0%
Credit Suisse Securities (Canada), Inc.	2.0%
National Bank Financial Inc.	2.0%
Canaccord Genuity Corp.	1.0%
Cormark Securities Inc.	1.0%
Eight Capital	1.0%
GMP Securities L.P.	1.0%
Laurentian Bank Securities Inc.	1.0%
Paradigm Capital Inc.	1.0%
Raymond James Ltd.	1.0%

- (2) If any of the Underwriters fails to purchase its applicable percentage of the Offered Shares at the Closing Time or the Option Closing Time, as the case may be, (for purposes of this Section, a “**Defaulting Underwriter**”) and the percentage of Offered Shares that have not been purchased by the Defaulting Underwriter represents 10% or less of the Offered Shares then the other Underwriters will be severally, and not jointly nor jointly and severally, obligated to purchase, on a pro rata basis to their respective percentages as aforesaid, all but not less than all of the Offered Shares not purchased by the Defaulting

Underwriter, and to receive the Defaulting Underwriter's portion of the Underwriting Fee in respect thereof, and such non-defaulting Underwriters shall have the right, by notice to the Corporation, to postpone the Closing Date or Option Closing Date, as the case may be, by not more than three Business Days to effect such purchase. In the event that the percentage of Offered Shares that have not been purchased by a Defaulting Underwriter represents more than 10% of the aggregate Offered Shares, the other Underwriters will have the right, but will not be obligated, to purchase all of the percentage of the Offered Shares which would otherwise have been purchased by the Defaulting Underwriter; the Underwriters exercising such right will purchase such Offered Shares, if applicable, pro rata to their respective percentages aforesaid or in such other proportions as they may otherwise agree. In the event that such right is not exercised, the non-defaulting Underwriters shall be relieved of all obligations to the Corporation arising from such default. Nothing in this section shall oblige the Corporation to sell to the Underwriters less than all of the Offered Shares or relieve from liability to the Corporation any Underwriter which shall be so in default.

Section 23 Market Stabilization

In connection with the distribution of the Offered Shares, the Underwriters (or any of them) may effect transactions which stabilize or maintain the market price of the Common Shares at levels other than those which might otherwise prevail in the open market, but in each case as permitted by Applicable Securities Laws. Such stabilizing transactions, if any, may be discontinued by the Underwriters at any time.

Section 24 Entire Agreement

Any and all previous agreements with respect to the purchase and sale of the Offered Shares, whether written or oral, are terminated and this Agreement constitutes the entire agreement between the Corporation and the Underwriters with respect to the purchase and sale of the Offered Shares.

Section 25 Governing Law

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

Section 26 Time of the Essence

Time shall be of the essence of this Agreement. This Agreement may be executed in counterparts, each of which when so executed shall be deemed to be an original and such counterparts together shall constitute one and the same instrument.

- REMAINDER OF PAGE INTENTIONALLY BLANK -

If the foregoing is in accordance with your understanding and is agreed to by you, will you please confirm your acceptance by signing the enclosed copies of this letter at the place indicated and returning the same to us on or before August 14, 2019.

Yours truly,

BMO NESBITT BURNS INC.

by (Signed) Ilan Bahar
Name: Ilan Bahar
Title: Managing Director &
Co-Head Global Metals &
Mining

RBC DOMINION SECURITIES INC.

by (Signed) Lance Rishor
Name: Lance Rishor
Title: Managing Director,
Investment Banking

SCOTIA CAPITAL INC.

by (Signed) Geoff Smith
Name: Geoff Smith
Title: Managing Director
Global Investment Banking

CIBC WORLD MARKETS INC.

by (Signed) Steve Reid
Name: Steve Reid
Title: Managing Director

TD SECURITIES INC.

by (Signed) Sajid Rizvi
Name: Sajid Rizvi
Title: Managing Director

**J.P. MORGAN SECURITIES CANADA
INC.**

by (Signed) David Rawlings
Name: David Rawlings
Title: Chief Executive Officer
(Canada)

MERRILL LYNCH CANADA INC.

by (Signed) Gaylen Duncan
Name: Gaylen Duncan
Title: Chief Operating Officer,
Managing Director (Global
Banking and Markets)

**CREDIT SUISSE SECURITIES
(CANADA), INC.**

by (Signed) Matthew Hind
Name: Matthew Hind
Title: Managing Director

NATIONAL BANK FINANCIAL INC.

by (Signed) Jason Ellefson
Name: Jason Ellefson
Title: Head, Mining & Metals

CANACCORD GENUITY CORP.

by (Signed) Gunnar Eggertson
Name: Gunnar Eggertson
Title: Managing Director,
Investment Banking – Head
of Mining (Canada)

CORMARK SECURITIES INC.

by (Signed) Darren Wallace
Name: Darren Wallace
Title: Managing Director,
Investment Banking

EIGHT CAPITAL

by (Signed) Jason Yeung
Name: Jason Yeung
Title: Principal, Managing Director,
Investment Banking

GMP SECURITIES L.P.

by (Signed) Michael Barman
Name: Michael Barman
Title: Managing Director,
Investment Banking

LAURENTIAN BANK SECURITIES INC.

by (Signed) Joseph Gallucci
Name: Joseph Gallucci
Title: Managing Director,
Investment Banking

PARADIGM CAPITAL INC.

by (Signed) John Booth
Name: John Booth
Title: Partner, Corporate Finance

RAYMOND JAMES LTD.

by (Signed) John Willett
Name: John Willett
Title: Managing Director

The foregoing is in accordance with our understanding and is accepted by us.

NEW GOLD INC.

by (Signed) Renaud Adams
Name: Renaud Adams
Title: President and
Chief Executive Officer

(Signed) Robert Chausse
Name: Robert Chausse
Title: Chief Financial Officer

SCHEDULE A

UNITED STATES OFFERS AND SALES

As used in this Schedule A, capitalized terms used herein and not defined herein shall have the meanings ascribed thereto in the underwriting agreement to which this Schedule is annexed and the following terms shall have the meanings indicated:

- (a) "Directed Selling Efforts" means directed selling efforts as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, 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 any of the Offered Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Shares;
- (b) "Distribution Compliance Period" means the 40 day period that begins on the later of (i) the date the Offered Shares are first offered to persons other than distributors in reliance on Regulation S or (ii) the Closing Date; provided that, all offers and sales by a distributor of an unsold allotment or subscription shall be deemed to be made during the Distribution Compliance Period;
- (c) "Regulation D" means Regulation D adopted by the SEC under the U.S. Securities Act;
- (d) "Regulation S" means Regulation S adopted by the SEC under the U.S. Securities Act;
- (e) "Substituted Purchaser" means a Qualified Institutional Buyer designated by the Underwriters to purchase the Offered Shares directly from the Company pursuant to Section 4(a)(2) of the U.S. Securities Act as substituted purchasers; and
- (f) "U.S. Purchaser Letter" means the "U.S. Purchaser Subscription Letter" in the form attached as Exhibit A to the U.S. Private Placement Memorandum.

Representations, Warranties and Covenants of the Underwriters

Each Underwriter acknowledges that the Offered Shares have not been and will not be registered under the U.S. Securities Act and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act. Each Underwriter, on behalf of itself and its U.S. affiliates, if any, represents, warrants and covenants to the Corporation that:

1. It acknowledges that the Offered Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold within the United States or to, or for the account or benefit of, a U.S. person except to Substituted Purchasers pursuant to an exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws. Neither it nor any of its affiliates, nor any person acting on its or their behalf, has offered and sold, and will not offer and sell, any Offered Shares forming part of its allotment except (a) in an offshore transaction to non-U.S. Persons in accordance with Rule 903 of Regulation S or (b) in the

United States and to, or for the account or benefit of, U.S. Persons as provided in paragraphs 5 through 10 below.

2. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Shares, except with its affiliates, any selling group members or with the prior written consent of the Corporation. It shall require each selling group member to agree, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that each selling group member complies with, the same provisions of this Schedule as apply to such Underwriter as if such provisions applied to such selling group member.
3. Neither it nor any of its affiliates, nor any person acting on its or their behalf, has made or will make any Directed Selling Efforts in the United States with respect to the Offered Shares.
4. It agrees that, at or prior to confirmation of the sale of the Offered Shares, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Offered Shares from it during the Distribution Compliance Period a confirmation or notice to substantially the following effect:

"The securities covered hereby have not been registered under the U.S. Securities Act of 1933 (the "U.S. Securities Act"), and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons (i) as part of their distribution at any time or (ii) otherwise until 40 days after the later of the commencement of the offering and the closing date, except in either case in accordance with an exemption from the registration requirements of the U.S. Securities Act. Terms used herein have the meanings given to them in Regulation S."

In addition, prior to the expiration of the Distribution Compliance Period, all subsequent offers and sales of the Offered Shares by such Underwriter shall be made only in accordance with the provision of Rule 903 or 904 of Regulation S, pursuant to registration of the Offered Shares under the U.S. Securities Act, or pursuant to an available exemption from the registration requirements of the U.S. Securities Act.

Such Underwriter agrees to obtain substantially identical undertakings from each member of any banking and selling group formed in connection with the distribution of the Offered Shares contemplated hereby and to comply with the offering restriction requirements of Regulation S.

5. All offers and sales of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons by it shall be made (i) through its U.S. registered broker-dealer affiliate in compliance with all applicable U.S. broker-dealer requirements or (ii) directly by it in accordance with Rule 15a-6 under the Exchange Act. It and any such broker-dealer affiliate, as applicable, are Qualified Institutional Buyers.
6. Offers and sales of Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons by it shall not be made (i) by any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had

been invited by general solicitation or general advertising or (ii) in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

7. Offers to sell and solicitations of offers to buy the Offered Shares in the United States and to, or for the account or benefit of, U.S. Persons shall be made by it only to offerees with respect to which such Underwriter has a preexisting relationship and has reasonable grounds to believe are Qualified Institutional Buyers.
8. Prior to completion of any sale of Offered Shares in the United States or to, or for the account or benefit, a U.S. Person, each such U.S. purchaser will be required to execute a U.S. Purchaser Letter in the form attached as Exhibit A to the U.S. Private Placement Memorandum.
9. Each offeree in the United States and each offeree that is, or that is purchasing for the account or benefit of, a U.S. Person has been or shall be provided with the U.S. Memorandum, including the Preliminary Prospectus and/or the Final Prospectus, and each purchaser in the United States and each Substituted Purchaser will have received at or prior to the time of purchase of any Offered Shares the U.S. Private Placement Memorandum including the Final Prospectus and, prior to the completion of the sale of the Offered Shares, each Substituted Purchaser shall execute and deliver to the Company, the Underwriters and their U.S. affiliates, as applicable, a U.S. Purchaser Letter in the form set out in the U.S. Private Placement Memorandum
10. Any offer, sale or solicitation of an offer to buy Offered Shares that has been made or will be made in the United States or to, or for the account or benefit of, U.S. Persons was or will be made only to Qualified Institutional Buyers that are exempt, or in transactions that are exempt, from registration under applicable state securities laws.
11. At least one business day prior to the Closing Time, it will provide the transfer agent with a list of all purchasers of the Offered Shares in the United States or that are U.S. Persons.
12. At the Closing Time, it, together with its U.S. affiliate selling Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, will provide a certificate, substantially in the form of Appendix I to this Schedule, relating to the manner of the offer and sale of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons, or will be deemed to have represented and warranted for the benefit of the Corporation that neither it nor any of its U.S. affiliates offered or sold Offered Shares within the United States or to, or for the account or benefit of, U.S. Persons.

Representations, Warranties and Covenants of the Corporation

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

13. The Corporation is a "foreign issuer" and a "reporting issuer" within the meaning of Regulation S.
14. The Corporation is not now, and as a result of the sale of Offered Shares contemplated hereby will not be, required to be registered as an "investment company" as defined in the United States Investment Company Act of 1940, as amended.

15. Except with respect to offers and sales to Substituted Purchasers who are in the United States or that are U.S. Persons in reliance upon an exemption from registration under Section 4(a)(2) of the U.S. Securities Act, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters or any person acting on their behalf, as to which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Shares to any U.S. Person or any person in the United States; or (B) any sale of Offered Shares unless, at the time the buy order was or will have been originated, the purchaser is not a U.S. Person and is (i) outside the United States or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
16. None of the Corporation, any of its affiliates or any person acting on its or their behalf (other than the Underwriters or any person acting on their behalf, as to which no representation is made) has made or will make any Directed Selling Efforts in the United States with respect to the Offered Shares, or has engaged or will engage in any form of general solicitation or general advertising (as those terms are used in Regulation D), including advertisements, articles, notices or other communications published in any newspaper, magazine, or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising in connection with the offer or sale of the Offered Shares in the United States or to, or for the account or benefit of, U.S. Persons.
17. Except with respect to the offer and sale of the Offered Shares and offers and sales of common shares of the Corporation pursuant to the Corporation's employee benefit plans, the Corporation has not, for a period of six months prior to the date hereof, sold, offered for sale or solicited any offer to buy any of its securities in the United States or to, or for the account or benefit of, U.S. Persons, in a manner that could be integrated with the offering of the Offered Shares and cause the exemption from registration for the offer and sale of the Offered Shares not to be available.

**EXHIBIT A
TO SCHEDULE A**

UNDERWRITERS' CERTIFICATE

In connection with the private placement in the United States of the Offered Shares of New Gold Inc. (the "Corporation") pursuant to the Underwriting Agreement dated August 14, 2019 between the Corporation and the Underwriters named therein (the "Underwriting Agreement"), each of the undersigned does hereby certify as follows:

- (i) the undersigned U.S. broker-dealer affiliate is a duly registered broker or dealer with the United States Securities and Exchange Commission and is a member of and in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof;
- (ii) each offeree solicited by us who is, or is acting for the account or benefit of, a person in the United States or a U.S. Person was provided with a copy of one or both of the Preliminary U.S. Private Placement Memorandum or the U.S. Private Placement Memorandum for the offering of the Offered Shares in the United States, and each purchaser solicited by us who is, or is acting for the account or benefit of, a person in the United States or a U.S. Person was provided with a copy of the U.S. Private Placement Memorandum at or prior to the time of purchase of any Offered Shares;
- (iii) immediately prior to our transmitting such Preliminary U.S. Private Placement Memorandum and/or U.S. Private Placement Memorandum to such offerees and purchasers, we had reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer, and, on the date hereof, we continue to believe that each person solicited by us who is, or is acting for the account or benefit of, a person in the United States or a U.S. Person purchasing Offered Shares from the Corporation is a Qualified Institutional Buyer;
- (iv) no form of "general solicitation" or "general advertising" (as those terms are used in Regulation D under the U.S. Securities Act) was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Offered Shares in the United States and to, or for the account or benefit of, U.S. Persons;
- (v) the offering of the Offered Shares in the United States and to, or for the account or benefit of, U.S. Persons has been conducted by us in accordance with the terms of the Underwriting Agreement; and
- (vi) prior to any sale of Securities in the United States and to, or for the account or benefit of, U.S. Persons, we caused each U.S. purchaser to execute a U.S. Purchaser Letter in the form of Exhibit A to the U.S. Private Placement Memorandum.

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

Dated this __ day of _____, 2019.

[UNDERWRITER]

[U.S. BROKER-DEALER AFFILIATE]

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE B

MATTERS TO BE ADDRESSED IN THE CORPORATION'S CANADIAN COUNSEL OPINION

- (a) the Corporation is a “reporting issuer”, or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of any requirement of the Applicable Securities Laws in any of the Qualifying Jurisdictions, to the extent sales of Offered Shares are made in such Qualifying Jurisdictions;
- (b) the Corporation is a validly existing company and in good standing with respect to the filing of annual reports with the British Columbia Register of Companies;
- (c) the Corporation has all necessary corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets and the Corporation has the requisite corporate power and capacity to execute and deliver this Agreement and to carry out the transactions contemplated hereby;
- (d) the Corporation has all necessary corporate power and capacity: (i) to issue and sell the Firm Shares and the Additional Shares; and (ii) to grant the Over-Allotment Option;
- (e) the authorized and issued capital of the Corporation;
- (f) the attributes attaching to the Offered Shares are consistent and conform with the description under “Description of Common Shares” in the Final Prospectus;
- (g) all necessary corporate action having been taken by Corporation to authorize the execution and delivery of this Agreement and the performance by the Corporation of its obligations hereunder and to authorize the issuance, sale and delivery of the Firm Shares and Additional Shares and the grant of the Over-Allotment Option;
- (h) that the Offered Shares have been duly authorized by all necessary corporate action of the Corporation and, subject to receipt of payment therefor, will be validly issued by the Corporation and outstanding as fully paid and non-assessable shares of the Corporation;
- (i) the delivery of the Offered Shares in electronic form does not conflict with the *Business Corporations Act* (British Columbia) or the Articles of the Corporation and the rules, policies and by-laws of the TSX;
- (j) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of each of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and any Marketing Documents and the filing thereof under Applicable Securities Laws in each of the Qualifying Jurisdictions;
- (k) this Agreement has been duly executed and delivered by the Corporation and constitutes a legal, valid and binding obligation of the Corporation enforceable against the Corporation in accordance with its terms, subject to customary limitations and qualifications including, but not limited to, bankruptcy, insolvency

and other laws affecting the rights of creditors generally and subject to the qualification that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in this Agreement may be limited by Law;

- (l) the execution and delivery of this Agreement, the fulfillment of the terms thereof by the Corporation, the offering, issuance, sale and delivery of the Firm Shares and the Additional Shares, and the grant of the Over-Allotment Option do not and will not conflict with any of the terms, conditions or provisions of the Notice of Articles and Articles of the Corporation or the Business Corporations Act (British Columbia) or securities laws of British Columbia to which the Corporation is subject;
- (m) Computershare Investor Services Inc. is the duly appointed registrar and transfer agent for the Common Shares of the Corporation;
- (n) all necessary documents have been filed, all requisite proceedings have been taken, and all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained to qualify the distribution of the Offered Shares in each of the Qualifying Jurisdictions through persons who are registered under Applicable Securities Laws and who have complied with the relevant provisions of such Laws;
- (o) subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the TSX in similar circumstances, the Offered Shares have been conditionally listed or approved for listing on the TSX;
- (p) as to the accuracy of the statements under the heading “Eligibility For Investment” in the Offering Documents;
- (q) that the provisions of the *Securities Act* (Québec) relating to the use of the French language and of the Charter of the French Language (R.S.Q. c. C-11) (other than those relating to verbal communications, as to which we express no opinion) have been complied with in respect of the Preliminary Prospectus, the Final Prospectus, any Supplementary Material and the forms of order and confirmation (together, the “**Offering Materials**”) to be delivered to purchasers in the Province of Québec in connection with the sale of the Firm Shares and, if applicable, the Additional Shares to purchasers in such Province to the extent such purchasers have received copies of the Offering Materials in the French language, provided that the Offering Materials in the English language may be delivered without delivery of the French language versions thereof to those physical persons in the Province of Québec who have expressly requested in writing to receive such Offering Materials in the English language only;
- (r) that no withholding tax imposed under the federal laws of Canada or the laws of the Province of Ontario will be payable in respect of the payment or crediting of the fee contemplated by this Agreement by the Corporation to an Underwriter that is not a resident of Canada for the purposes of the ITA, provided that such fee is payable in respect of services rendered by the Underwriter wholly outside of Canada; and

- (s) no stamp duty, documentary taxes or similar taxes are payable by the Corporation under the federal laws of Canada or the laws of the Province of Ontario in connection with the sale and delivery of the Offered Shares pursuant to this Agreement by the Underwriters or the resale of Offered Shares by an Underwriter to U.S. residents.

SCHEDULE C

FORM OF LOCK-UP AGREEMENT

■, 2019

BMO Nesbitt Burns Inc.
100 King Street West, 4th Floor
Toronto, ON M5X 2A1

RBC Dominion Securities Inc.
200 Bay Street, 4th Floor
Toronto, ON M5J 2W7

Scotia Capital Inc.
40 King Street West, 62nd Floor
Toronto, ON M5W 2X6

CIBC World Markets Inc.
161 Bay Street, 7th Floor
Toronto, ON M5J 2S8

TD Securities Inc.
66 Wellington Street West, 9th Floor
Toronto, ON M5K 1A2

J.P. Morgan Securities Canada Inc.
66 Wellington Street West, Suite 4500
Toronto, ON M5K 1E6

Merrill Lynch Canada Inc.
181 Bay Street, Suite 400
Toronto, ON M5J 2V1

Credit Suisse Securities (Canada), Inc.
100 King Street West, Suite 2900
Toronto, ON M5X 1C9

National Bank Financial Inc.
130 King Street West, Suite 3200
Toronto, ON M5X 1J9

Canaccord Genuity Corp.
161 Bay Street, Suite 3000
Toronto, ON M5J 2S1

Cormark Securities Inc.
200 Bay Street, Suite 2800
Toronto, ON M5J 2J2

Eight Capital
100 Adelaide Street West, Suite 2900
Toronto, ON M5H 1S3

GMP Securities L.P.
145 King Street West, Suite 300
Toronto, ON M5H 1J8

Laurentian Bank Securities Inc.
1360 Rene-Levesque Blvd W., Suite 620
Montreal, QC H3G 0E8

Paradigm Capital Inc.
95 Wellington Street West, Suite 2101
Toronto, ON M5J 2N7

Raymond James Ltd.
40 King Street West, 54th Floor
Toronto, ON M5H 3Y2

Re: New Gold Inc. - Lock-Up Agreement

The undersigned, a director or officer of New Gold Inc. (the “**Corporation**”), understands that BMO Nesbitt Burns Inc. (the “**Lead Underwriter**”), RBC Dominion Securities Inc., Scotia Capital Inc., CIBC World Markets Inc., TD Securities Inc., J.P. Morgan Securities Canada Inc., Merrill Lynch Canada Inc., Credit Suisse Securities (Canada), Inc., National Bank Financial Inc., Canaccord Genuity Corp., Cormark Securities Inc., Eight Capital, GMP Securities L.P., Laurentian Bank Securities Inc., Paradigm Capital Inc. and Raymond James Ltd. (collectively,

with the Lead Underwriter, the “**Underwriters**”) have entered into an underwriting agreement with the Corporation providing for a public offering (the “**Offering**”) of common shares of the Corporation. The undersigned also acknowledges that the Underwriters have requested that the undersigned enter into this agreement as a condition of completion of the Offering and that, in consideration of the Offering and for other good and valuable consideration, the receipt and sufficiency of which are hereby expressly acknowledged by the undersigned, the undersigned has agreed to enter into this agreement (the “**Lock-Up Agreement**”) in favour of the Underwriters.

The undersigned represents and agrees that during the period beginning from the date hereof and ending 90 days from the closing date of the Offering (the “**Lock-Up Period**”), he or she shall not (and shall cause its affiliates not to), directly or indirectly, offer, sell, contract to sell, transfer, assign, pledge, grant any option to purchase, make any short sale or otherwise dispose of or monetize any common shares of the Corporation, or any options or warrants to purchase any common shares of the Corporation, or any securities convertible into, exchangeable for, or that represent the right to receive, common shares of the Corporation, now owned directly or indirectly by the undersigned, or under control or direction of the undersigned or with respect to which the undersigned has beneficial ownership as set out in Appendix “1” attached hereto (collectively, the “**Undersigned’s Securities**”), or subsequently acquired, directly or indirectly by the undersigned, or under control or direction of the undersigned or with respect to which the undersigned acquires beneficial ownership (together with the Undersigned’s Securities, the “**Locked-up 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 Locked-up 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 offer, sell, contract to sell, transfer, assign, pledge, grant an option to purchase, make any short sale or otherwise dispose of any of the Locked-up 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 Locked-up Securities, whether directly or indirectly, during the Lock-Up Period:

1. with the prior written consent of the Lead Underwriters, such consent not to be unreasonably withheld;
2. without the consent of the Lead Underwriters, in order for the undersigned to sell, transfer or tender the Locked-up Securities (or any of them) to a bona fide take-over bid made to all holders of common shares of the Corporation or in connection with a merger, business combination, arrangement, consolidation, reorganization, restructuring or similar transaction (a “reorganization”) involving the Corporation; provided, however, that in such case it shall be a condition of the sale, transfer or tender that if the take-up of such Locked-up Securities under such take-over bid or the sale or transfer of such Locked-up Securities under such reorganization is not completed during the Lock-Up Period, any such Locked-up Securities subject to this Lock-Up Agreement shall remain subject to the restrictions herein;
3. without the consent of the Lead Underwriters, where the undersigned exercises any options or warrants provided that any underlying securities issued by the Corporation on

such exercise remain part of the Locked-up Securities for purposes of this Lock-Up Agreement, except that underlying securities issued by the Corporation on exercise of options where the expiry date of such options falls within the Lock-Up Period and underlying securities issued by the Corporation on vesting of performance share units where such units vest within the Lock-Up Period shall not form part of the Locked-Up Securities for purposes of this Lock-Up Agreement to the extent that such underlying securities are being sold solely to fund the exercise price, expenses and any payroll source deductions arising in connection with such exercise or vesting; and

4. without the consent of the Lead Underwriters, directly or indirectly, (A) pursuant to gifts and transfers by will or intestacy and (B) pursuant to transfers to (i) the undersigned's members, partners, affiliates, associates or immediate family or (ii) a trust or Registered Retirement Savings Plan, the beneficiaries of which are the undersigned and/or members of the undersigned's immediate family; provided in each such case that, as a pre-condition to (A) and (B) the donee or transferee agrees in writing to be bound by the foregoing in the same manner as it applies to the undersigned. "Immediate family" shall mean spouse, lineal descendants, father, mother, brother or sister of the transferor and father, mother, brother or sister of the transferor's spouse.

The undersigned understands that the Corporation and the Underwriters are relying upon this Lock-Up Agreement in proceeding toward 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 Underwriters and their legal representatives, successors and assigns. This Lock-Up Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and the parties hereto hereby agree to attorn to the non-exclusive jurisdictions of the court of the Province of Ontario in connection with any dispute or claim hereunder.

DATED this ● day of ●, 2019

[NAME OF SHAREHOLDER]

Per: _____
Name:
Title:

APPENDIX "1" TO THE LOCK-UP AGREEMENT
UNDERSIGNED'S CURRENT SECURITY HOLDINGS OF
NEW GOLD INC.

The undersigned hereby confirms that the undersigned owns, directly or indirectly, or has control or direction over the following securities of the Corporation:

Common Shares: _____

Options: _____

Warrants: _____