

**PURCHASE AND SALE AGREEMENT**

THIS AGREEMENT is made as of the 1<sup>st</sup> day of December, 2020 (the “**Execution Date**”)

**A M O N G:**

**SKYLEDGER TECH CORP.**, a corporation incorporated and organized under the Laws of the Province of British Columbia

(the “**Purchaser**”)

- and -

**18526 YUKON INC.**, a corporation incorporated and organized under the Laws of the Yukon

(the “**Vendor**”)

- and -

**SENOA GOLD CORP.**, a corporation incorporated and organized under the Laws of the Yukon

(the “**Target**”)

**WHEREAS:**

- A. The Vendor and the Purchaser signed a letter agreement dated October 15, 2020 as amended on November 17, 2020 (the “**Letter Agreement**”) pursuant to which, among other things, the Vendor agreed to sell and the Purchaser agreed to purchase, all of the Vendor’s right, title and interest in and to certain Claims located in the Yukon, as more particularly described herein, which right, title and interest will be transferred from the Vendor to the Target (the “**Target Transfer**”) on or before Closing pursuant to a transfer agreement (the “**Target Transfer Agreement**”) that provides for consideration consisting of 400,000 Class A common shares of the Target (the “**Transfer Consideration**”);
- B. The transaction between the Vendor and the Purchaser will be structured as the sale from the Vendor to the Purchaser of all of the issued shares of the Target, all on and subject to the terms and conditions herein contained;
- C. The Vendor and the Purchaser are desirous of entering into this Agreement, which is the “**Definitive Agreement**” referred to in the Letter Agreement;
- D. The Target executes and delivers this Agreement to acknowledge that it is aware of the provisions hereof; and
- E. Capitalized terms when used in these Recitals have the meanings ascribed thereto in Section 1.1;

NOW THEREFORE, in consideration of the mutual covenants made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties and subject to the conditions hereinafter set forth, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement, including the recitals hereto and the Schedules, unless the context otherwise requires, the following capitalized words and phrases shall have the following meanings, and grammatical variations thereof shall have corresponding meanings:

**“100% Owned Claims”** means the Einarson 100% Claims, the Rogue Claims, the Tosh Claims, the Cliff Claims, the Rainbow Claims and the Cynthia Claims.

**“Affiliate”** means, with respect to any Person, any other Person which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person, where the term **“control”** (including, with correlative meanings, the terms “controlled by” and “under common control with”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise.

**“Agreement”** means this purchase and sale agreement, including its Schedules, as the same may be amended or supplemented from time to time.

**“AOI Property”** means any interest or right including any mineral rights or other rights (direct or indirect) in any property which is all or partly within the Area of Interest, save and except for the Area of Interest Excluded Property.

**“Applicable Securities Laws”** means any and all securities laws including, statutes, rules, regulations, by laws, policies, guidelines, orders, decisions, rulings and awards, applicable in the jurisdictions in which the Consideration Shares will be offered, sold and issued) or be contained in a prospectus or registration statement prepared in accordance with Applicable Securities Laws.

**“Area of Interest”** means the land included within two kilometres of the outside perimeter of each of the Claims and the Identified Claims, as shown in the property claims maps attached as Schedule “A”.

**“Area of Interest Excluded Property”** means the property identified as such in the property claims maps attached as Schedule “A”.

**“Authorization”** means any authorization, approval, consent, concession, exemption, license, lease, grant, permit, franchise, right, privilege or no-action letter from any Governmental Authority having jurisdiction with respect to any specified Person, property, transaction or event, or with respect to any of such Person’s property or business and affairs (including any zoning approval, mining permit, development permit or building permit) or from any Person in connection with any easements, contractual rights or other matters.

**“Books and Records”** means all of the books, records and data of every kind or nature that are owned by and in the possession or control of the Person.

**“Business Day”** means any day, other than a Saturday or a Sunday, on which banks are generally open for commercial business in Vancouver, British Columbia and Whitehorse, Yukon.

“**Claims**” means collectively, the Einarson 100% Claims, the Einarson 70% Claims, the Rogue Claims, the Tosh Claims, the Cliff Claims, the Rainbow Claims and the Cynthia Claims.

“**Claims Mortgage**” means a mortgage in registrable or recordable form in the Yukon Territory as against the Claims and the Identified Claims, securing the payment and performance of the Promissory Note and the Resource Bonus Payment Agreement further to the guarantee of the Purchaser contained in or to be contained in both the Promissory Note and the Resource Bonus Payment Agreement.

“**Cliff Claims**” means those claims which are now 100% owned by the Vendor and which on Closing will be 100% owned by the Target and which are listed as the Cliff Claims in Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.

“**Closing**” means the completion of the Transaction in accordance with Article 6.

“**Closing Cash Consideration**” has the meaning ascribed thereto in Section 2.2(i).

“**Closing Date**” means February 1, 2021 or such other earlier or later date upon which the Parties shall agree, in writing.

“**Closing Documents**” means all documents to be executed and delivered by the applicable Party or Parties at Closing and includes, without limitation, the Promissory Note, the Claims Mortgage, the Royalty Assignment and Assumption Agreement and the Resource Bonus Payment Agreement.

“**Common Shares**” means common shares in the capital of the Purchaser.

“**Consideration Shares**” has the meaning ascribed thereto in Section 2.2(iii).

“**Contracts**” means contracts, agreements, arrangements, licence agreements, lease and other legally binding instruments.

“**Convertible Securities**” means any agreement, option, warrant, right or other security or conversion privilege issued or granted by the Person or any of its Affiliates that is exercisable or convertible into, or exchangeable for, or otherwise carries the right of the holder to purchase or otherwise acquire common shares, including pursuant to one or more multiple exercises, conversions and/or exchanges (collectively, the “**Convertible Securities**”) or to require the Person to purchase, redeem or otherwise acquire any of its issued and outstanding common shares.

“**CSE**” means the Canadian Securities Exchange.

“**CSE Approval**” has the meaning ascribed thereto in Section 4.2(f).

“**Cynthia Claims**” means those claims which are now 100% owned by the Vendor and which on Closing will be 100% owned by the Target and which are listed as the Cynthia Claims in Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.

“**Deferred Cash Consideration**” has the meaning ascribed thereto in Section 2.2(ii).

“**Einarson 100% Claims**” means those claims which are now 100% owned by the Vendor and which on Closing will be 100% owned by the Target and which are listed as the Einarson Claims in Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.

“**Einarson 70% Claims**” means those claims which are now 70% owned by the Vendor and which on Closing will be 70% owned by the Target and which are listed as the Einarson Claims in Schedule “A”, with a notation as to 70% in such Schedule under the heading “**% Interest**”.

**“Einarson Counterparty”** means Anthill Resources Ltd.

**“Einarson Counterparty Authorization”** means the claim holder authorization signed by the Einarson Counterparty and dated August 4, 2020 in prescribed form under the Yukon Act, which form memorializes the fact that, for a period of time from July 28, 2020 to December 31, 2022, the Einarson Counterparty allows the Vendor to access the rights of the Einarson Counterparty in and to the Einarson 70% Owned Claims. The said access rights accord the Vendor the right to use the Permit Class 1 held by the Einarson Counterparty. By letter dated August 1, 2020 (i.e. prior to the date of the said form), the Vendor acknowledged to and in favour of the Einarson Counterparty that the Vendor bears sole responsibility for its work done on the Einarson 70% Owned Claims, which shall be done pursuant to all applicable regulations.

**“Encumbrance”** means any mortgage, pledge, charge, hypothec, lien (statutory or otherwise), security interest or other encumbrance of any kind or nature whatsoever, including conditional sales or other title retention agreement or prior claims of any kind, including leases, options, easements, rights of way, restrictions, executions, royalties or other encumbrances affecting title, whether or not registered or recorded.

**“Environmental Laws”** means all applicable Laws relating to the protection of the environment, natural resources, human health and safety, Hazardous Substances, the assessment of environmental and social impacts or the rehabilitation, reclamation and closure of the Property.

**“Escrow Agreement”** has the meaning ascribed thereto in Section 4.1(g).

**“Execution Date”** has the meaning ascribed thereto on page one of this Agreement.

**“Financial Statements”** means the audited consolidated financial statements of the Purchaser for the year ended August 31, 2019 and the unaudited condensed consolidated financial statements of the Purchaser for the interim period ended May 31, 2020.

**“Fraud”** means, with respect to the Vendor and the Purchaser, an actual and intentional fraud with respect to the making of the representations and warranties pursuant to Section 3.1 or Section 3.2 (as applicable) or with respect to the satisfaction or performance of any covenants or obligations under this Agreement, provided that such actual and intentional fraud of the Vendor or the Purchaser, as the case may be, shall only be deemed to exist if any officer (or individual with a similar role) of the Vendor or the Purchaser, as applicable, had actual knowledge (as opposed to imputed or constructive knowledge) that the representations and warranties made by such Party pursuant to, in the case of the Vendor, Section 3.1, or in the case of the Purchaser, Section 3.2, were actually breached when made, or that has actual knowledge that there was a breach in the satisfaction or performance of any covenant or obligation under this Agreement by such Party, in each case, with the express intention that the Vendor or the Purchaser, as applicable, rely thereon to its detriment.

**“Governmental Authority”** means any government, whether federal, provincial, state, territorial, local, regional, municipal or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function, including any applicable stock exchange and any other bodies which act in a manner similar to the entities described above.

**“Hazardous Substances”** means any substance, material or waste defined, regulated, listed or prohibited by Environmental Laws, including pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, tailings, waste

rock, radioactive materials, flammable substances, explosives, petroleum and petroleum products, polychlorinated biphenyls, chlorinated solvents and asbestos.

“**Identified Claims**” means those areas identified and agreed upon by the Vendor or the Purchaser prior to the Execution Date as being complimentary to the Claims and which merit staking by the Target, but which, as at the Execution Date have not yet been staked, as shown in the property claims maps attached as Schedule “A”.

“**Indicated Mineral Resource**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.

“**Inferred Mineral Resource**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.

“**Interim Period**” means the period between the Execution Date and either the date of termination of this Agreement or the Closing Date.

“**Law**” means any international or other treaty, any domestic or foreign constitution, any multinational, federal, provincial territorial, state, country, municipal or other local statute, law (including common law), regulation, ordinance, code or rule or any order, directive, decree, judgment, ruling, direction, request, guideline or policy having the force of Law or Authorization of a Governmental Authority, in any case in effect from time to time and applicable to any specified Person, property, transaction or event, or any such Person’s property and assets or business and affairs.

“**Letter Agreement**” has the meaning ascribed thereto in Recital A.

“**Liabilities**” means all debts, liabilities and obligations of any nature or kind whatsoever, whether due or to become due, accrued or unaccrued, absolute, contingent, unliquidated or liquidated.

“**Losses**” means any and all actions, causes of action, losses, costs, claims, damages, penalties, fines, assessments, charges, expenses or other liabilities whatsoever, whether contractual, tortious, statutory or otherwise that are brought against or that are otherwise suffered, sustained, paid or incurred by a Party, including the reasonable fees and disbursements of legal counsel and other professional advisers incurred by such Party in defending against such liabilities.

“**Material Adverse Effect**” means an effect that is material and adverse to the business, affairs, capital, operations, properties, assets, liabilities (contingent or otherwise) or condition (financial or otherwise) of the Person.

“**Measured Mineral Resource**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.

“**Mineral Resource**” means a concentration or occurrence of solid material of economic interest in or on the Earth’s crust in such form, grade or quality and quantity that there are reasonable prospects for eventual economic extraction.

“**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* published by the Canadian Securities Administrators, as amended from time to time, or any successor instrument, rule or policy.

“**Order**” means any writ, judgment, injunction, decree, decision, ruling, determination, award or similar order of any Governmental Authority (whether preliminary or final).

“**Outside Date**” means (i) March 1, 2021; or (ii) such later date as the Vendor and the Purchaser may agree to in writing.

“**Parties**” means the parties to this Agreement, and a “**Party**” means either party to this Agreement.

“**Permit**” means a permit, consent, authorisation, registration, filing, lodgement, notarisation, certificate, endorsement, permission, licence, approval, authority or exemption by or with a Governmental Authority (including under the Yukon Act) or other person or body having jurisdiction or authority in any way over the Claims.

“**Permit Class 1**” means a Class 1 Permit under the Yukon Act.

“**Person**” is to be broadly interpreted and includes an individual, a corporation, a joint stock company, a limited liability company, a limited or general partnership, a joint venture, a trust, an association, an unincorporated organization, a Governmental Authority, an executor or administrator or other legal or personal representative, or any other type of organization or entity, whether or not a juridical entity.

“**Promissory Note**” means the promissory note to be executed and delivered by the Purchaser and the Target to the Vendor on Closing, with respect to the Deferred Cash Consideration, being substantially in the form attached as Schedule “B”. The Promissory Note will be secured by the Claims Mortgage.

“**Public Record**” means information which has been publicly filed at [www.sedar.com](http://www.sedar.com) by the Purchaser pursuant to a requirement under Applicable Securities Laws.

“**Purchase Price**” has the meaning ascribed thereto in Section 2.2.

“**Purchaser AOI Covenant**” has the meaning ascribed thereto in Section 7.3(b).

“**Purchaser AOI Notice**” has the meaning ascribed thereto in Section 7.3(b).

“**Purchaser AOI Period**” has the meaning ascribed thereto in Section 7.3(b).

“**Rainbow Claims**” means those claims which are now 100% owned by the Vendor and which on Closing will be 100% owned by the Target and which are listed as the Rainbow Claims in Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.

“**Regulators**” means (i) any governmental or public entity department, court, commission, board, bureau, agency or instrumentality, (ii) any quasi-governmental, self-regulatory or private body exercising any regulatory authority, and (iii) any stock exchange).

“**Representatives**” means, with respect to any Party, its Affiliates and its and its Affiliates’ directors, officers, agents and employees.

“**Resource Bonus**” has the meaning ascribed thereto in Section 2.2.

“**Resource Bonus Payment Agreement**” means the agreement to be executed and delivered by the Vendor, the Target and the Purchaser on Closing, being substantially in the form attached as Schedule “C”.

“**Rogue Claims**” means those claims which are now 100% owned by the Vendor and which on Closing will be 100% owned by the Target and which are listed as the Rogue Claims in Schedule “A”, with a notation as to 100% in such Schedule under the heading “% Interest”.

“**Royalty**” has the meaning ascribed thereto in the definition of Royalty Agreement.

“**Royalty Agreement**” means a royalty agreement among the Vendor, as royalty recipient, the Target, as royalty payor, and the Target, as guarantor, providing for a 2% net smelter returns royalty (the “**Royalty**”) on all products mined and produced from each of the Claims, in substantially the form of Schedule “D”, which Royalty Agreement will be executed and delivered during the Interim Period.

“**Royalty Assignment and Assumption Agreement**” means an assignment and assumption agreement pursuant to which the Target, as guarantor under the Royalty Agreement, assigns its guarantor obligations to the Purchaser and the Purchaser assumes such guarantor obligations.

“**Solvent**” means: (a) the fair saleable value of the assets of such Person is in excess of the total amount of the current value of its liabilities (including for purposes of this definition all liabilities (including loss reserves), whether or not reflected on a balance sheet prepared in accordance with International Financial Reporting Standards and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed); (b) such Person is able to pay its debts or obligations in the ordinary course as they mature; (c) such Person has capital sufficient to carry on its business; and (d) such Person is not otherwise insolvent as defined by any applicable Law; and “**Insolvent**” shall have a correlative meaning.

“**Subject AOI Property**” has the meaning ascribed thereto in Section 7.3.

“**Target Shares**” means all of the issued shares of Target as of the Closing Date owned by the Vendor which, as at the Closing Date, will aggregate 401,000 Class A common shares, being inclusive of the Transfer Consideration.

“**Target Transfer**” has the meaning ascribed thereto in Recital A.

“**Target Transfer Agreement**” has the meaning ascribed thereto in Recital A.

“**Tax Act**” means the *Income Tax Act* (Canada).

“**Taxes**” means all foreign and domestic federal, provincial, state, municipal and other governmental taxes, levies, imposts, deductions, charges, claims, and assessments and withholdings, and all liabilities with respect thereto (including, without limitation, interest and penalties).

“**Technical Information**” means all scientific and technical information and materials relating to the Claims in the possession or control of the Vendor or the Target or their Affiliates, whether in writing, graphic, machine readable, electronic or physical form, including: (i) all geological, geophysical, geochemical, sampling, drilling, trenching, analytical testing, assaying, mineralogical, metallurgical and other similar information, including maps, charts and surveys; (ii) all scoping, pre-feasibility, feasibility, engineering and other technical studies, exploration plans, development plans, mine plans or similar studies or analyses; (iii) all drill core, samples, assays and other physical material resulting from the foregoing activities; (iv) all plans, blueprints, process flow sheets, equipment and parts lists, instructions, manuals and equipment records and procedures; and (v) all exploration, development, operations, production and other technical records, data and reports.

“**Third Party**” means any Person other than the Purchaser, the Vendor, the Target or any Affiliates of any of either the Purchaser, the Vendor or the Target.

“**Tosh Claims**” means those claims which are now 100% owned by the Vendor and which on Closing will be 100% owned by the Target and which are listed as the Tosh Claims in Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.

“**Transaction**” means the entering into of this Agreement, the purchase and sale of the Target Shares and the other transactions contemplated by this Agreement.

“**Transfer Consideration**” has the meaning ascribed thereto in Recital A.

“**Vendor AOI Covenant**” has the meaning ascribed thereto in Section 7.3(a).

“**Vendor AOI Notice**” has the meaning ascribed thereto in Section 7.3(a).

“**Vendor AOI Notice Acceptance**” has the meaning ascribed thereto in Section 7.3(a).

“**Vendor AOI Period**” has the meaning ascribed thereto in Section 7.3(a).

“**Yukon Act**” means the *Quartz Mining Act* (Yukon).

## **1.2 Schedules**

The following Schedules are attached to, form part of and are incorporated herein by reference as though contained in the body of this Agreement:

Schedule “A” Property Claims Descriptions and Property Claims Maps

Schedule “B” Promissory Note

Schedule “C” Resource Bonus Payment Agreement

Schedule “D” Royalty Agreement

The Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it. The Schedules and all information contained in them is confidential information and shall be kept confidential in accordance with the terms of Section 9.1.

The Schedules may not be amended, supplemented or otherwise modified except by written agreement signed by the Parties.

## **1.3 Rules of Construction**

In this Agreement, unless otherwise specifically provided or unless the context otherwise requires:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified section of or schedule to this Agreement;
- (c) the division of this Agreement into articles, sections, subsections and paragraphs and the provision of headings are for convenience of reference only and shall not affect the meaning, interpretation or construction of this Agreement;

- (d) a reference to a Party in this Agreement includes the Party and its successors and permitted assigns;
- (e) references to any agreement and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement;
- (f) references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to;
- (g) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends;
- (h) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day;
- (i) the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”;
- (j) any reference to time refers to the time in Vancouver, British Columbia;
- (k) any reference to “dollars” or “\$” refers to lawful currency of Canada; and
- (l) in this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

#### **1.4 Time**

Time shall be of the essence in this Agreement.

#### **1.5 Knowledge**

In this Agreement, the stated knowledge of a Party consists of the actual knowledge of the current officers (or equivalent) of such Party and all information which ought to have been known by them after conducting reasonable inquiry into the matter in question.

#### **1.6 Construction**

This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not apply to the construction or interpretation of this Agreement.

## ARTICLE 2 PURCHASE AND SALE

### 2.1 Purchase and Sale of the Rights and Obligations to the Target Shares

Subject to the terms and conditions of this Agreement, the Vendor shall sell, assign, convey and transfer to the Purchaser, and the Purchaser shall purchase and acquire from the Vendor, at and as of the Closing, all of the Vendor's rights and obligations, title and interest in and to the Target Shares.

### 2.2 Purchase Price

The aggregate consideration payable by the Purchaser to the Vendor for the Target Shares (the "**Purchase Price**") shall be the aggregate of the following, allocated pursuant to the following:

- (i) \$1,000,000 in cash (the "**Closing Cash Consideration**"), payable by wire transfer of immediately available funds to the Vendor, or as directed by the Vendor, at the Closing, in respect of 65,470 of the Target Shares;
- (ii) an additional \$250,000, payable by wire transfer of immediately available funds to the Vendor, or as directed by the Vendor, on or before 5:00 p.m. Vancouver time on each of the first anniversary, the second anniversary, the third anniversary and the fourth anniversary of the Closing Date, respectively, for an aggregate deferred cash consideration (collectively, the "**Deferred Cash Consideration**") of \$1,000,000, in respect of an additional 65,470 of the Target Shares. On Closing, the Purchaser, as guaranteed by the Target, shall deliver an executed Promissory Note to the Vendor for a principle amount equal to the Deferred Cash Consideration; and
- (iii) 27,500,000 Common Shares, issued on Closing from treasury (the "**Consideration Shares**"), being issued at a deemed price per Common Share equal to \$0.15, in respect of 270,060 of the Target Shares. The Vendor acknowledges that the Consideration Shares are subject to a statutory four month hold period under applicable securities Laws and any escrow requirements imposed by the CSE, and any certificate or written notice delivered to the Vendor (or such other Person to whom the Consideration Shares are issued at the direction of the Vendor) in respect of its ownership of the Consideration Shares shall bear the applicable legend(s) provided for under the Applicable securities Laws.

The Purchaser also agrees to pay the Vendor a contingent \$1,000,000 resource bonus (to be paid on each of the six Claims for an aggregate of \$6,000,000 (the "**Resource Bonus**")), if as and when the Purchaser or the Target shall establish a Measured Resource, an Indicated Resource or an Inferred Resource (or any combination thereof) of at least 1,000,000 ounces of gold on any of the six groups of Claims. The Einarson 100% Claims and the Einarson 70% Claims are treated as one group of Claims for the purposes of the Resource Bonus and the Resource Bonus Payment Agreement. It is understood that the payment of the Resource Bonus for any one group of Claims shall only occur once (for example, if there shall be made a Resource Bonus payment on the Einarson 100% Claims and the Einarson 70% Claims, there shall be no further requirement to make a Resource Bonus payment on such Einarson 100% Claims and the Einarson 70% Claims). On Closing, the Purchaser shall deliver an executed Resource Bonus Payment Agreement to the Vendor (also signed by the Target) with respect to the Resource Bonus.

### 2.3 Tax Matters

The Parties hereto covenant and agree that, notwithstanding the Purchase Price, for income and corporate tax purposes, the Vendor's proceeds of disposition with respect to the Target Shares and the amount for which the Purchaser shall be deemed to have acquired 270,060 of the Target Shares shall be such amount as the Vendor directs, provided that such amount is not less than the lesser of the cost amount to the Vendor of the Target Shares and the fair market value of such Target Shares as at the Closing Date and not greater than the fair market value of such Target Shares as at the Closing Date. The Parties agree jointly to make, execute and file with the appropriate taxation authorities such elections considered beneficial under the Tax Act and any applicable provincial legislation in the prescribed form and within the prescribed time and manner to give effect to the provisions of this Section.

## ARTICLE 3 REPRESENTATIONS AND WARRANTIES

### 3.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying on such representations and warranties in connection with the consummation of the Transaction:

- (a) **Standing:** Each of the Vendor and the Target is a corporation duly organized, validly subsisting and in good standing under the Laws of its jurisdiction of incorporation, continuation or amalgamation, and has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and all Closing Documents.
- (b) **Authority:** The Vendor has taken all necessary corporate action to duly authorize the execution and delivery of, and the performance of its obligations under, this Agreement and all Closing Documents.
- (c) **Enforceability:** This Agreement has been duly executed and delivered by the Vendor and, when signed on Closing, all Closing Documents will be duly executed and delivered by the Vendor and constitutes and will constitute a legal, valid and binding obligation of the Vendor, enforceable against the Vendor in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in proceedings in equity or at law).
- (d) **No Conflicts:** The execution and delivery by the Vendor of, and the performance of its obligations under, this Agreement and the Closing Documents, and the consummation of the Transaction, do not and will not: (i) violate the terms of its notice of articles, articles or other constating documents of the Vendor or the Target; (ii) conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights (with or without the giving of notice or lapse of time or both) under any contract, instrument or other document to which the Vendor or the Target is a party, subject or otherwise bound (including with respect to the Target Shares and its other property and assets).
- (e) **Approvals:** Neither the Vendor nor the Target is required to give any notice to, make any filing with or obtain any Authorization of any Person in connection with the execution and delivery of this Agreement or the consummation of the Transaction.

- (f) **Finders Fees:** Neither the Vendor nor the Target nor any of their Affiliates has employed any broker or finder or incurred any liability for any brokerage fee, commission, finders' fee or any other similar payment in connection with the Transaction that could give rise to any claim against the Purchaser therefor.
- (g) **Solvency:** Each of the Vendor and the Target is Solvent and will not be rendered Insolvent by the execution and delivery of this Agreement, the Closing Documents or the consummation of the Transaction.
- (h) **Target Shares:** The issued and outstanding share capital of the Target consists of an unlimited number of common shares without nominal or par value divided into Class A, Class B, Class C, Class D and Class E. As at the Execution Date, there are 1,000 Class A common shares of the Target issued and outstanding. Pursuant to the Target Transfer Agreement, an additional 400,000 Class A common shares of the Target will be issued, such that, as at the Closing Date, there will be 401,000 Class A common shares of the Target issued and outstanding. The Vendor is now and on Closing will be the registered, legal and beneficial owner of 100% of the Target Shares, has good and marketable title to such Target Shares and such Target Shares are free and clear of any Encumbrance or Third Party claim. The Target Shares have been validly issued and fully paid and no moneys are owing in respect of them. None of the Target Shares have been issued in violation of any preferential, pre-emptive or other Third Party rights and the Target has not declared any dividend or other distribution and is not under any obligation to redeem or repurchase any shares or other securities issued by it. There is no shareholder agreement, voting trust, proxy or other agreement or understanding relating to the voting of the Target Shares. Save and except as contemplated by the Target Transfer, there are no agreements, arrangements or understandings in effect under which the Target is obliged at any time to issue any shares or other securities of the Target. No Person has any agreement, right (including any pre-emptive right) or option, present or future, contingent, absolute or capable of becoming an agreement, or which will with the passage of time or the occurrence of any event become an agreement, right (including a pre-emptive right) or option to acquire any shares of the Target.
- (i) **Title to Claims:** The Claims are properly and accurately described in Schedule "A", and:
  - (i) the Vendor now is and on Closing, given the prior occurrence of the Target Transfer, the Target will be, the legal and beneficial owner of the 100% Owned Claims and the Einarson 70% Claims with valid title thereto, free and clear of all Encumbrances, save and except for obligations under the Yukon Act and for obligations under the Royalty Agreement;
  - (ii) the Target has not granted any options to purchase or rights of first offer or refusal or other similar rights with respect to the Claims; and
  - (iii) to the knowledge of the Vendor, no tenure or crown grant has been granted that overlaps the Claims.
- (j) **Protected Area:** The Claims do not lie within any protected area, rescued area, reserve, reservation, reserved area, national or provincial park, buffer zone or special needs lands as designated by any Governmental Authority having jurisdiction, that would impair the exploration for minerals or the development of a mining project on the Claims.

- (k) **Contracts:** The only Contract to which the Vendor is a party with respect to the Claims is the Einarson Counterparty Authorization. On Closing, save and except for the Target Transfer Agreement and the Royalty Agreement, the Target will not be a party to or be bound by any Contract.
- (l) **Liabilities:** On Closing, save and except for standard Liabilities under the Yukon Act and those that are provided for in the Royalty Agreement, the Target will have no outstanding Liabilities.
- (m) **Maintenance of Claims:** The Claims are in good standing with respect to: (i) the obligation to file proof of assessment works carried out on the Claims as required under applicable Laws according to the granting dates of each of the Claims; and (ii) any other obligation to maintain legal effect of the Claims under applicable Laws including the payment of all fees, rentals, royalties, rates, taxes, bonds and other payments. Neither the Vendor nor the Target nor any of their Affiliates has received any communication or order from any Governmental Authority requesting payment or compliance with any outstanding obligation described in this Section.
- (n) **Expropriation:** No part of the Claims have been taken or expropriated by any Governmental Authority nor has any notice been given to the Vendor or to the knowledge of the Vendor, proceeding commenced by a Governmental Authority in respect thereof nor, to the knowledge of the Vendor, is there any intent or proposal to give any such notice or commence any such proceeding.
- (o) **No Other Assets:** As at the Execution Date, the Target does not own any assets and on Closing, given the prior occurrence of the Target Transfer, the Target will only own rights in and to the Claims (which will be subject to the Royalty as set forth in the Royalty Agreement), the Technical Information and its Books and Records. The Target does not own any shares or other securities or interests in any person and has no obligation to acquire any assets from, or any interest in, any Person. On Closing, given the prior occurrence of the Target Transfer, the Technical Information will be owned by the Target, free and clear of any and all Encumbrances. The Target does not hold any Permits.
- (p) **Compliance with Law:** The Vendor has conducted all exploration operations in respect of the Claims in compliance in all material respects with all applicable Laws and in accordance with good industry practice consistent with that observed or reasonably expected to be observed by skilled and experienced professionals in the mining industry engaged in the same type of undertaking in the Yukon under the same or similar circumstances and all material workers' compensation and health and safety regulations have been complied with in all material respects.
- (q) **Environmental Compliance:** Without limiting the generality of Section 3.1(p):
  - (i) the Vendor has conducted all exploration operations in respect of the Claims in compliance in all material respects with all applicable Environmental Laws;
  - (ii) the Vendor has not used or permitted to be used, except in material compliance with all Laws, any of the Claims to release, dispose, recycle, generate, manufacture, process, distribute, use, treat, store, transport or handle any Hazardous Substance;

- (iii) to the knowledge of the Vendor, there is no presence of any Hazardous Substance on, in or under any of the Claims other than as permitted by Laws;
- (iv) to the knowledge of the Vendor, the Claims are not subject to any pending or threatened:
  - (A) claim, notice, complaint, allegation, investigation, application, order or directive that relates to environmental, natural resources, Hazardous Substances, human health or occupational safety matters and which would reasonably be expected to require or result in any material work, repairs, rehabilitation, reclamation, remediation, construction, obligations, liabilities or expenditures, other than in each case, ordinary course closure and rehabilitation requirements (and, to the knowledge of the Vendor, there is no basis for such a claim, notice, complaint, allegation, investigation, application, order, requirement or directive); or
  - (B) material allegation, demand, direction, notice or prosecution with respect to any environmental matter, including any Laws respecting the use, storage, treatment, transportation, rehabilitation, reclamation, remediation or disposition of any Hazardous Substance (including without limitation sediment from erosion, wastewater and surface water run-off) from the Property, and the Vendor has not settled any allegation of non-compliance with Environmental Laws prior to prosecution.
- (r) **Corrupt Practices:** Without limiting the generality of Section 3.1(p), the Vendor and the Target and their Representatives are in compliance with, and have not been charged under, the *Corruption of Foreign Public Officials Act (Canada)* or any other Law applicable to the Vendor or the Target from time to time concerning or relating to bribery or corruption. Neither the Vendor nor the Target or their Representatives: (i) has used, or authorized the use of, any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity; or (ii) made, or authorized the making of, any direct or indirect unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic or foreign government official or employee from corporate funds.
- (s) **Labour Matters:** Neither the Vendor nor the Target has ever hired any employees in connection with exploration operations conducted by the Vendor at the Claims and in such regard, the Vendor has only hired consultants. There are no proceedings, actions, suits or claims relating to employment or labour Laws pending or, to the knowledge of the Vendor, threatened against the Vendor as they pertain to the exploration operations of the Vendor in respect of the Claims or affecting exploration operations at or on the Claims. All accounts for work and services performed and materials placed or furnished upon or in respect of the Claims, have been fully paid and satisfied when due.
- (t) **Litigation:** There are no actions, suits, investigations, claims or proceedings pending or, to the knowledge of the Vendor, threatened against the Vendor or the Target.
- (u) **Property Information:** The Vendor has made available to the Purchaser all material information in its possession or under its control relating to the Claims.

- (v) **Corporate Records:** The corporate records of the Target, as required to be maintained by it pursuant to applicable Law, are accurate, complete and up to date in all material respects, and are maintained at the records office of the Target. The minute books of the Target contain true, correct and complete copies of the minutes of every meeting of its board of directors and of its shareholders and every written resolution of its directors and shareholders during the periods covered by such minute books. All corporate proceedings and actions reflected in the corporate records of the Target (including the minute books) have been, in all material respects, conducted or taken in compliance with applicable Law and with the charter documents of the Target. All transactions of the Target have been properly and accurately recorded in the appropriate Books and Records of the Target and such Books and Records are correct and complete in all material respects and have been maintained and retained in accordance with applicable Law, including Tax and corporate laws and regulations, accounting requirements in the jurisdictions where the Target operates.
- (w) **Taxes and Financial Statements:** The Target has not yet had to file a Tax return nor has it created or produced any financial statements. The Target retains all tax accounting and corporate records required by Law to support any tax or accounting position, filing or claim with respect to Taxes.

### 3.2 Representations and Warranties of the Purchaser

The Purchaser hereby represents and warrants to the Vendor as follows, and acknowledges that the Vendor is relying on such representations and warranties in connection with the consummation of the Transaction:

- (a) **Standing:** The Purchaser is a corporation duly organized, validly subsisting and in good standing under the Laws of its jurisdiction of incorporation, continuation or amalgamation, and has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and all Closing Documents.
- (b) **Authority:** The Purchaser has taken all necessary corporate action to duly authorize the execution and delivery, and the performance of its obligations under, this Agreement and all Closing Documents, including the issuance by the Purchaser of the Consideration Shares.
- (c) **Enforceability:** This Agreement has been duly executed and delivered by the Purchaser and when signed on Closing, all Closing Documents will be duly executed and delivered by the Purchaser, and constitutes and will constitute, a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in proceedings in equity or at law).
- (d) **No Conflicts:** The execution and delivery by the Purchaser of, and the performance of its obligations under, this Agreement and the Closing Documents, and the consummation of the Transaction, do not and will not: (i) violate the terms of its notice of articles, articles or other constating documents; (ii) conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights (with or without the giving of notice or lapse of time or both) under any contract, instrument or other document to which it is a party, subject or otherwise bound

(including with respect to its property and assets) except in each case as would not have a material adverse effect on its ability to perform its obligations under this Agreement; or (iii) violate in any material respect any Law to which it is subject or otherwise bound (including with respect to its property and assets).

- (e) **Approvals:** The Purchaser is not required to give any notice to, make any filing with or obtain any Authorization of any Person in connection with the execution and delivery of this Agreement or the Closing Documents or the consummation of the Transaction, except applicable filings with, and the acceptance of, the CSE in respect of the Transaction.
- (f) **Finders Fees:** Neither the Purchaser, nor any of its Affiliates, has employed any broker or finder or incurred any liability for any brokerage fee, commission, finders' fee or any other similar payment in connection with the Transaction that could give rise to any claim against the Vendor therefor.
- (g) **Solvency:** The Purchaser is Solvent and will not be rendered Insolvent by the execution and delivery of this Agreement, the Closing Documents or the consummation of the Transaction. No proceedings are pending for, and it is unaware of any basis for, the institution of any proceedings leading to the placing of it in bankruptcy or subject to any other Laws governing the affairs of insolvent parties.
- (h) **Authorized and Issued Capital:** The authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which 32,067,104 Common Shares are currently issued and outstanding. All of the issued and outstanding Common Shares are fully paid and non-assessable and have been duly and validly authorized and issued, in compliance with applicable laws and not in violation of or subject to any pre-emptive or similar right that entitles any person to acquire from the Purchaser any Common Shares or other security of the Purchaser or any convertible securities. The Purchaser is not a party or subject to any agreement or understanding and, to the knowledge of the Purchaser, there is no agreement between any shareholders or officers or directors of the Purchaser that affects or relates to the voting or giving of written consents with respect to any of the Common Shares. No other securities of the Purchaser are issued and outstanding other than the Common Shares referred to in this section. The Purchaser currently has no Convertible Securities.
- (i) **Consideration Shares:** Upon the issuance thereof in accordance with the terms of this Agreement, the Consideration Shares will be issued as fully-paid and non-assessable Common Shares, free and clear of all Encumbrances. On Closing, the Purchaser will have complied with all Applicable Securities Laws in connection with the offer, sale and issuance of the Consideration Shares.
- (j) **Corrupt Practices:** The Purchaser is in compliance with, and has not been charged under, the *Corruption of Foreign Public Officials Act* (Canada) or any other Law applicable to the Purchaser from time to time concerning or relating to bribery or corruption. The Purchaser has not: (i) used, or authorized the use of, any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expenses relating to political activity, or (ii) made, or authorized the making of, any direct or indirect unlawful bribe, rebate, payoff, influence payment, kickback or other unlawful payment to any domestic or foreign government official or employee from corporate funds.

- (k) **Litigation:** There are no actions, suits, investigations, claims or proceedings pending or, to the knowledge of the Purchaser, threatened against the Purchaser. There are no judgments which remain unsatisfied against the Purchaser or consent decrees or injunctions to which the Purchaser is subject. There are no investigations, actions, suits or proceedings at law or in equity or by or before any governmental entity now pending or, to the knowledge of the Purchaser, threatened against or affecting the Purchaser (or its properties or assets) and, to the knowledge of the Purchaser, there is no ground on which any such action, suit or proceeding might be commenced.
- (l) **Common Shares:** The Common Shares are listed and posted for trading on the CSE and no order ceasing or suspending trading in any securities of the Purchaser or prohibiting the sale or issuance of the Consideration Shares or the trading of any of the Purchaser's issued securities has been issued and no (formal or informal) proceedings for such purpose have been threatened or, to the knowledge of the Purchaser, are pending. The Purchaser has not taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the CSE.
- (m) **No Material Change:** The Purchaser has made all necessary filings and disclosure in accordance to Applicable Securities Laws and there is no material change relating to Purchaser which has occurred and with respect to which the requisite material change report has not been filed with the Regulators.
- (n) **Public Record:** The Public Record does not contain any misrepresentations, as such term is defined in Applicable Securities Laws. Except as disclosed in the Public Record, since August 31, 2019, no change has occurred in any of the assets, business, financial condition or results of operations of the Purchaser on a consolidated basis which, individually or in the aggregate, has had, will have or could reasonably be expected to have a material adverse effect on the business, affairs, operations, assets, liabilities (contingent or otherwise), prospects of the Purchaser or on the price or value of the Common Shares.
- (o) **Reporting Issuer:** The Purchaser is a "reporting issuer" in the provinces of British Columbia, Alberta and Ontario. The Purchaser is not included in a list of defaulting reporting issuers maintained by the securities regulators in the provinces in which it is a reporting issuer. The Purchaser has not taken any action to cease to be a reporting issuer in any jurisdiction in which it is a reporting issuer, and has not received any notification from a securities regulator seeking to revoke the Purchaser's reporting issuer status.
- (p) **No Liabilities:** The Purchaser, on a consolidated basis, does not have any liabilities, direct or indirect, contingent or otherwise, not disclosed in the Public Record which materially adversely affects or would reasonably be expected to have a material adverse effect upon the condition (financial or otherwise), capital, property, assets, operations or business of the Purchaser on a consolidated basis. Without limiting the generality of the foregoing, the Purchaser, on a consolidated basis, does not have any material obligation or liability except as disclosed in the Public Record or those arising in the ordinary course of business.
- (q) **Financial Matters:** The Financial Statements comply as to form in all material respects with Securities Laws. The Financial Statements have been prepared in accordance with International Financial Reporting Standards and present fairly, in all material respects, the financial condition of the Purchaser, on a consolidated basis, as at the dates thereof and for the periods then ended. The Purchaser does not intend to correct or restate, nor, to the

knowledge of the Purchaser, is there any basis for any correction or restatement of, any aspect of the Financial Statements.

- (r) **Absence of Change:** Except as disclosed in the Public Disclosure Documents, since August 31, 2019, no Material Adverse Effect has occurred and there is no change, fact or state of facts which could reasonably be expected to have a Material Adverse Effect.

### **3.3 Survival of Representations and Warranties**

The representations and warranties set forth in Sections 3.1 and 3.2 are effective as of the date of this Agreement and: (i) save and except for the representation and warranty contained in Section 3.1(i)(i), shall survive for a period of 24 months from the Closing Date; and (ii) as regards the representation and warranty contained in Section 3.1(i)(i), shall survive for a period of 48 months from the Closing Date.

### **3.4 Certain Acknowledgements**

Each of the Parties acknowledges and agrees that the Purchase Price was negotiated in good faith and at arm's length by the Vendor and the Purchaser, each having had the opportunity to seek, and having received, appropriate accounting, technical and financial advice from its professional advisers.

## **ARTICLE 4 CONDITIONS**

### **4.1 Conditions for the Benefit of the Purchaser**

The completion of the purchase and sale of the Target Shares by the Purchaser is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) The representations and warranties of the Vendor set forth in this Agreement that are qualified by materiality were true and correct as of the date of this Agreement and are true and correct as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date) and all other representations and warranties of the Vendor set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date); and the Vendor shall have delivered a certificate confirming same to the Purchaser, executed by a senior officer of each of the Vendor (without personal liability), addressed to the Purchaser and dated the Closing Date.
- (b) The Vendor shall have fulfilled or complied in all respects with each of the covenants and obligations of the Vendor contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Date and the Vendor shall have delivered a certificate confirming same to the Purchaser, executed by a senior officer of the Vendor (without personal liability), addressed to the Purchaser and dated the Closing Date.
- (c) The Vendor shall have transferred the 100% Owned Claims and the Einarson 70% Claims to the Target, free and clear of any and all Encumbrances for consideration equal only to the Transfer Consideration. The 100% Owned Claims and the Einarson 70% Claims will be subject to the Royalty set forth in the Royalty Agreement.

- (d) The Vendor shall have delivered or caused to be delivered to the Purchaser each of the documents set forth in Section 6.3, in form and substance satisfactory to the Purchaser, acting reasonably.
- (e) The Purchaser shall have received the approval of the CSE to the completion of the Transaction as a fundamental change pursuant to their rules, including without limitation the appointment of Scott Berdahl to its board of directors and the issuance of the Consideration Shares. It is understood and agreed that integral to the procurement of such approval is the co-operation of the Vendor with the preparation and finalization of the technical report under NI 43-101 and the financial statements as contemplated by Section 7.1.
- (f) The Purchaser shall have received the approval of its shareholders to the completion of the Transaction, as required by the rules of the CSE.
- (g) The Vendor shall execute and deliver on Closing the form of escrow agreement as may be required by the CSE and National Policy 46-201 so long as such form is the same as the form which must be signed by other insiders of the Purchaser (the “**Escrow Agreement**”).

#### **4.2 Conditions for the Benefit of the Vendor**

The completion of the purchase and sale of the Target Shares by the Vendor is subject to the following conditions to be fulfilled or performed at or prior to the Closing, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

- (a) The representations and warranties of the Purchaser set forth in this Agreement that are qualified by materiality were true and correct as of the date of this Agreement and are true and correct as of the Closing Date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date) and all other representations and warranties of the Purchaser set forth in this Agreement shall be true and correct in all material respects as of the Closing Date as if made on and as of such date (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date); and the Purchaser shall have delivered a certificate confirming same to the Vendor, executed by a senior officer of the Purchaser (without personal liability), addressed to the Vendor Parties and dated the Closing Date.
- (b) The Purchaser shall have fulfilled or complied in all respects with each of the covenants and obligations of the Purchaser contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Date and the Purchaser shall have delivered a certificate confirming same to the Vendor, executed by a senior officer of the Purchaser (without personal liability), addressed to the Vendor and dated the Closing Date.
- (c) The Purchaser shall have delivered or caused to be delivered to the Vendor each of the documents set forth in Section 6.2, in form and substance satisfactory to the Vendor, acting reasonably.
- (d) At Closing, the Consideration Shares shall represent no less than 31% of the issued shares of the Purchaser on an undiluted basis.
- (e) At Closing, Scott Berdahl will have been appointed to the board of directors of the Purchaser.

- (f) The Purchaser shall have received the approval of the CSE (the “**CSE Approval**”) to the completion of the Transaction as a fundamental change pursuant to their rules, including without limitation the appointment of Scott Berdahl to its board of directors and the issuance of the Consideration Shares.
- (g) The Purchaser shall have received the approval of its shareholders to the completion of the Transaction, as required by the rules of the CSE.

## **ARTICLE 5 TERMINATION**

### **5.1 Termination Events**

- (a) This Agreement may be terminated prior to the Closing:
  - (i) by mutual written consent of the Vendor and the Purchaser;
  - (ii) by either the Vendor or the Purchaser (the “**first Party**” for the purposes of this Section 5.1(a)(ii)), by written notice to the other, if the Closing has not occurred on or before the Outside Date unless the Closing has not occurred by the Outside Date because there has been a breach of this Agreement by the first Party that was the primary cause of, or primarily resulted in, the failure of the Closing to occur on or prior to the Outside Date;
  - (iii) by either the Vendor or the Purchaser, by written notice to the other, if any Order having the effect of permanently restraining, enjoining or prohibiting the purchase and sale of the Acquired Interests hereunder shall have become final and non-appealable;
  - (iv) by the Purchaser, by written notice to the Vendor, if the Vendor has breached any of its representations, warranties or covenants contained in this Agreement, and which breach: (i) would result in the failure of the conditions set forth in Section 4.1 to be satisfied; and (ii) (A) cannot be cured by the Vendor prior to the Outside Date or (B) if capable of being cured by the Vendor prior to the Outside Date, shall not have been cured by the Vendor within the earlier of (x) 60 days following receipt of notice by the Vendor from the Purchaser of such breach and (y) any shorter period of time that remains between the date such notice is received and the Outside Date; provided, however, that the Purchaser is not then in breach of any of its representations, warranties or covenants contained in this Agreement, which breach would result in the failure of the conditions set forth in Section 4.2 to be satisfied; or
  - (v) by the Vendor, by written notice to the Purchaser, if the Purchaser breached any of its representations, warranties or covenants contained in this Agreement, and which breach: (i) would result in the failure of the conditions set forth in Section 4.2 to be satisfied; and (ii) (A) cannot be cured by the Purchaser prior to the Outside Date or (B) if capable of being cured by the Purchaser prior to the Outside Date, shall not have been cured by the Purchaser within the earlier of (x) 60 days following receipt of notice by the Purchaser from the Vendor of such breach and (y) any shorter period of time that remains between the date such notice is received and the Outside Date; provided, however, that the Vendor is not then in breach of

any of its representations, warranties or covenants contained in this Agreement, which breach would result in the failure of the conditions set forth in Section 4.1 to be satisfied.

## **5.2 Effect of Termination**

Except as provided in Section 5.3, prior to the Closing each of the Vendor's or the Purchaser's, as the case may be, sole remedy in the event that the other has breached any of its representations, warranties or covenants contained in this Agreement shall be to terminate this Agreement pursuant to and as permitted by Section 5.1. If this Agreement is terminated pursuant to Section 5.1, all rights, obligations and remedies of the Parties under this Agreement shall terminate and cease to have any force or effect without any further action of the Parties, except as provided in Section 5.3.

## **5.3 Liability after Termination**

- (a) Notwithstanding Section 5.2:
  - (i) no termination of this Agreement shall relieve the Vendor or the Purchaser from any Liability arising from any willful or intentional breach of any of their representations, warranties or covenants contained in this Agreement by the Vendor or the Purchaser, respectively, or Fraud on the part of the Vendor or the Purchaser, respectively; and
  - (ii) the provisions of Article 1, Article 5, and Article 9 shall survive the termination of this Agreement and continue in full force and effect.

## **ARTICLE 6 CLOSING**

### **6.1 Date, Time and Place of Closing**

The Closing shall take place at the offices of Cassels Brock & Blackwell LLP, 2200 HSBC Building, 885 West Georgia Street, Vancouver, British Columbia at 10:00 am (Vancouver time) on the Closing Date or such other time and place as may be agreed upon in writing between the Vendor and the Purchaser.

### **6.2 Purchaser's Closing Deliveries**

At the Closing, the Purchaser shall deliver or cause to be delivered to the Vendor:

- (a) the share certificate representing the Consideration Shares;
- (b) cash representing the Closing Cash Consideration;
- (c) certified copies of (i) the articles of the Purchaser; (ii) the resolutions of the board of directors of the Purchaser approving the entering into of this Agreement, the Closing Documents and the transactions contemplated hereby and thereby, including the issuance of the Consideration; and (iii) the resolutions of the shareholders of the Purchaser approving the entering into of this Agreement, the Closing Documents and the transactions contemplated hereby and thereby, including the issuance of the Consideration Shares;
- (d) a certificate of status or equivalent with respect to the Purchaser;

- (e) a legal opinion with respect to the due issuance of the Consideration Shares and compliance with securities laws, in form satisfactory to the Vendor and its counsel;
- (f) a certificate of incumbency of the Purchaser;
- (g) a resolution of the new directors of the Target, appointing officers nominated by the newly elected directors of the Target and authorizing the execution and delivery by the Target of, among other things, the Promissory Note, the Claims Mortgage and the Resource Bonus Payment Agreement;
- (h) the Promissory Note, duly executed by the Purchaser and the Target;
- (i) the Claims Mortgage, duly executed by the Purchaser and the Target;
- (j) the Royalty Assignment and Assumption Agreement, duly executed by the Purchaser as assignee guarantor;
- (k) the Resource Bonus Payment Agreement, duly executed by the Purchaser and the Target;
- (l) if required by the CSE, the Escrow Agreement, duly executed by the Purchaser;
- (m) proof of receipt of the CSE Approval;
- (n) releases in favour of the resigning directors and officers of the Target;
- (o) proof to the satisfaction of the Vendor, acting reasonably, of the election of Scott Berdahl as a director of the Purchaser;
- (p) proof acceptable to the Vendor, acting reasonably, that the Consideration Shares represent no less than 31% of the issued Common Shares on an undiluted basis; and
- (q) all deeds, conveyances, bills of sale, assurances, transfers, assignments and consents, and any other documents necessary or reasonably required to effectively transfer the Target Shares to the Purchaser, free and clear of all Encumbrances and the Transaction as contemplated in this Agreement.

### **6.3 Vendor's Closing Deliveries**

At the Closing, the Vendor shall deliver or cause to be delivered to the Purchaser:

- (a) a share certificate representing the Target Shares duly endorsed in blank for transfer together with a share certificate registered in the name of the Purchaser;
- (b) certified copies of (i) the constating documents of the Vendor; and (ii) the resolutions of the board of directors of the Vendor approving the entering into of this Agreement and the Closing Documents and the transactions contemplated hereby and thereby and, to the extent applicable, the Escrow Agreement;
- (c) certified copies of (i) the constating documents of the Target; and (ii) the resolutions of the board of directors or shareholder, as applicable, of the Target approving the transfer of the Target Shares and the execution and delivery of the Promissory Note, the Resource Bonus Payment Agreement and the Claims Mortgage;

- (d) a certificate of status or equivalent with respect to the Vendor;
- (e) a certificate of status or equivalent with respect to the Target;
- (f) a certificate of incumbency of the Vendor;
- (g) a certificate of incumbency of the Target;
- (h) a direction to the Purchaser regarding the payment of the Closing Cash Consideration;
- (i) a direction to the Purchaser regarding the registration and delivery instructions for the Consideration Shares;
- (j) duly executed resignations of each of the directors and officers of the Target;
- (k) releases in favour of the Target duly executed by each of the resigning directors and officers of the Target;
- (l) a resolution of the Vendor as the sole shareholder of the Target, electing the directors appointed by the Purchaser;
- (m) the Claims Mortgage, duly executed by the Vendor;
- (n) the Royalty Assignment and Assumption Agreement, duly executed by the Target as assignor guarantor;
- (o) the Resource Bonus Payment Agreement, duly executed by the Vendor;
- (p) if required by the CSE, the Escrow Agreement, duly executed by the Vendor; and
- (q) all deeds, conveyances, bills of sale, assurances, transfers, assignments and consents, and any other documents necessary or reasonably required to effectively transfer the Target Shares to the Purchaser, free and clear of all Encumbrances and the Transaction as contemplated in this Agreement.

#### **6.4 Concurrent Delivery**

It shall be a condition of the Closing that all matters of payment and the execution and delivery of documents by any Party to the other Party pursuant to the terms of this Agreement shall be concurrent requirements and no element of the Closing will be complete at the Closing until everything required as a condition precedent to the Closing has been paid, executed and delivered, as the case may be.

### **ARTICLE 7 COVENANTS**

#### **7.1 CSE Approval**

As a pre-Closing covenant, the Vendor, at the sole cost and expense of the Purchaser, shall provide the Purchaser with such reasonable assistance as is required from time to time so as to enable the Purchaser to obtain a NI 43-101 compliant technical report on the Einarson 100% Owned Claims, the Einarson 70% Owned Claims and the Rogue Claims for delivery to the CSE as well as any required financial statements of the Target, both with a view to procuring the CSE Approval. Moreover, the Vendor will provide

reasonable assistance to the Purchaser with respect to the listing statement and shareholder consent that must additionally be prepared in order for the Purchaser to procure the CSE Approval. The Purchaser agrees to keep the Vendor reasonably apprised of its efforts, conversations, communications and filings with the CSE. This covenant shall expire on termination of this Agreement without consummation of the Transaction or on consummation of the Transaction.

## **7.2 Interim Period and Permits**

(a) The Vendor and the Purchaser covenant and agree that during the Interim Period they shall act in good faith and in a commercially reasonable manner.

(b) The Purchaser acknowledges that, as at the Execution Date, the Vendor is the holder of a Permit Class 1 with respect to the 100% Owned Claims and has the right to use a Permit Class 1 with respect to the Einarson 70% Claims pursuant to the Einarson Counterparty Authorization. The Vendor has not sold, assigned or transferred to the Target any of the said Permits. There can be no assurance that the Target will be able to rely upon the Einarson Counterparty Authorization nor that the Target will be able to use the Permit Class 1 held by the Einarson Counterparty.

## **7.3 Area of Interest**

(a) The Vendor covenants and agrees (the “**Vendor AOI Covenant**”) that for a period of two years from and after the Closing Date (the “**Vendor AOI Period**”) if the Vendor shall stake any AOI Property, it shall provide prompt written notice (the “**Vendor AOI Notice**”) of such staking to the Purchaser, which Vendor AOI Notice shall include reasonable details in the possession or under the control of the Vendor, as to the AOI Property (the “**Subject AOI Property**”). The Purchaser shall have a period of 10 Business Days after receipt of the Vendor AOI Notice to advise the Vendor in writing (the “**Vendor AOI Notice Acceptance**”) that it shall seek that the Target acquire, on a quitclaim basis only, from the Vendor, for no consideration other than: (i) the staking costs incurred or to be incurred by the Vendor with respect to the Subject AOI Property; (ii) the addition of the Subject AOI Property to the Royalty Agreement; (iii) the addition of the Subject AOI Property to the Claims Mortgage; and (iv) the addition of the Subject AOI Property to the Resource Bonus Payment Agreement to the Claims upon which the Resource Bonus is payable; then the Vendor shall promptly quitclaim the Subject AOI Property to the Target against the amendments to the Royalty Agreement, the Claims Mortgage and the Resource Bonus Payment Agreement, which must be in form and substance satisfactory to the Vendor, acting reasonably.

If the Purchaser does not deliver to the Vendor a Vendor AOI Notice Acceptance within the said 10 Business Days then it shall be deemed to have forever refused to act upon the Vendor AOI Notice and the Vendor shall be entitled to retain the Subject AOI Property for its own sole use absolutely. This covenant shall survive Closing and shall not merge on Closing and shall survive until termination of the Vendor AOI Period. The Vendor AOI Covenant is personal to the Purchaser and the Target only and does not follow any of the Claims or the Identified Claims. If the Purchaser or the Target shall in any manner, directly or indirectly, sell, assign or transfer an interest in any of the Claims or the Identified Claims, the Vendor AOI Covenant shall cease and terminate as to the sold, assigned or transferred Claims or Identified Claims (or shares in the Target, as the case may be). Moreover, if the Purchaser or the Target shall be in default of the Promissory Note or the Resource Bonus Payment Agreement that is not remedied within the stated cure period therefor, the provisions of this Section 7.3(a) shall cease and forever terminate and be of no further or other force or effect.

(b) The Vendor and the Purchaser acknowledge that during the Interim Period the Vendor may (but it shall not be obligated to) cause the Target to stake the Identified Claims and if so, they will continue to be owned by the Target as at the Closing Date. Such staked Identified Claims will not be the subject matter of any of the representations and warranties of the Vendor contained in this Agreement. The Identified Claims

(together with the Claims) will be attached to and be subject to: (i) the Royalty Agreement; (ii) the Resource Bonus Payment Agreement; and (iii) the AOI Property and the provisions of Section 7.2 above.

(c) The Purchaser covenants and agrees (the “**Purchaser AOI Covenant**”) that for a period of four years from and after the Closing Date (the “**Purchaser AOI Period**”) if: 1. the Purchaser shall stake any AOI Property; or 2. a Third Party shall stake any AOI Property that the Purchaser shall in any manner, directly or indirectly and for any consideration, acquire (whether or not the staking by the Third Party was so directed by the Purchaser); then in either of such instances, the Purchaser shall provide prompt written notice (the “**Purchaser AOI Notice**”) of such staking or acquisition of the Subject AOI Property to the Vendor. Immediately after forwarding the Purchaser AOI Notice, the Subject AOI Property shall be deemed to be included in the Royalty Agreement, the Resource Bonus Payment Agreement and the Claims Mortgage and the Purchaser shall and the Purchaser shall cause the Target to immediately (and in any event within 10 Business Days ), make all necessary amendments to the Royalty Agreement, the Claims Mortgage and the Resource Bonus Payment Agreement, which must be in form and substance satisfactory to the Vendor, acting reasonably. Even if the Purchaser and the Target fail to comply with the provisions of this Section as relate to amendments, the said agreements shall for all intents and purposes be deemed to include such Subject AOI Property. During the Purchaser AOI Period, if the Purchaser or the Target shall in any manner, directly or indirectly, sell, assign or transfer an interest in any of the Claims or the Identified Claims, the Purchaser AOI Covenant shall follow each and every such sale, assignment and transfer and the Purchaser covenants and agrees that it shall not complete any such sale, assignment or transfer, directly or indirectly, and that the Purchaser shall cause the Target not to complete any such sale, assignment or transfer, directly or indirectly, in each case of the Claims or the Identified Claims, without first obtaining from the transferee and delivering to the Vendor a covenant acceptable to the Vendor, acting reasonably, pursuant to which such transferee fully, absolutely and irrevocably binds itself to the Purchaser AOI Covenant. The Purchaser AOI Covenant shall survive Closing and shall not merge on Closing and shall survive until termination of the Purchaser AOI Period.

#### **7.4 Access to Information**

Promptly following the Closing, the Vendor shall deliver the Books and Records and the Technical Information to the Purchaser or its Representatives as directed by the Purchaser. The Purchaser shall, and shall cause its Affiliates to, retain and preserve the Books and Records and the Technical Information for such period as may be required by any applicable Laws or any Governmental Authority. The Purchaser shall provide the Vendor and its accountants, legal advisers and other Representatives during normal business hours with reasonable access to such Books and Records and Technical Information, and shall allow the Vendor to take copies of any such Books and Records and Technical Information (or, where an original copy is required by a Governmental Authority, the Vendor may provide a copy to the Purchaser in exchange for an original thereof), in each case, at the expense of the Vendor and on a timely basis as may be reasonably required by the Vendor in connection with any obligations of the Vendor under applicable Laws or to a Governmental Authority. The Vendor shall be permitted to disclose all or a portion of the Books and Records and the Technical Information: (i) to a Governmental Authority if required by applicable Law, court or the rules or requirements of any Governmental Authority; or (ii) in connection with litigation or arbitration involving the Vendor where such disclosure is required by the applicable tribunal or is, on the advice of counsel for such party, necessary or advisable for the prosecution of proceeding. Without limiting the generality of the foregoing, the provisions of Section 9.1 shall apply to the use of the Books and Records and the Technical Information by the Vendor following the Closing. This covenant shall survive Closing and shall not merge on Closing and shall survive for the period stated in this Section.

## **7.5 Further Assurances**

The Vendor and the Purchaser shall, from time to time, without further consideration, do such further acts and deliver all such further deeds, conveyances, bills of sale, assurances, transfers, assignments and consents, and any other documents necessary or reasonably required to effectively transfer the Target Shares to the Purchaser, free and clear of all Encumbrances, and to otherwise fully perform and carry out the terms of this Agreement and the Closing Documents. and any other documents necessary or reasonably required to effectively transfer such assets to the Purchaser. This covenant shall survive Closing and shall not merge on Closing and shall survive.

## **ARTICLE 8 INDEMNITIES**

### **8.1 Indemnification by the Vendor**

The Vendor shall indemnify and save the Purchaser and its directors, employees and officers and its Affiliates, and their respective directors, employees and officers harmless from and against all Losses which they may suffer, sustain, pay or incur arising out of, resulting from, attributable to or connected with:

- (a) any inaccuracy of any representation or warranty of the Vendor contained in this Agreement or in any Closing Document; or
- (b) any breach by a Vendor of any of its covenants or obligations contained in this Agreement or in any Closing Document.

The maximum aggregate liability of the Vendor under Section 8.1 above shall not exceed \$1,000,000, other than in respect of Fraud.

### **8.2 Indemnification by the Purchaser**

The Purchaser shall indemnify and save the Vendor and its directors, employees and officers and their Affiliates, and their respective directors, employees and officers harmless from and against all Losses which they may suffer, sustain, pay or incur arising out of, resulting from, attributable to or connected with:

- (a) any inaccuracy of any representation or warranty of the Purchaser contained in this Agreement or in any Closing Document; or
- (b) any breach by the Purchaser of any of its covenants or obligations contained in this Agreement or in any Closing Document.

The maximum aggregate liability of the Purchaser under Section 8.2 above shall not exceed \$1,000,000, other than in respect of Fraud.

### **8.3 Limitation**

Neither the Vendor nor the Purchaser shall have any obligation to make any payment for Losses for indemnification or otherwise with respect to any matters described in Section 8.1 or Section 8.2, respectively (other than matters relating to Fundamental Representations), until the actual total respective amount of all Losses with respect to such matters exceeds \$250,000, provided that once the foregoing threshold is exceeded a party seeking indemnification pursuant to Section 8.1 or Section 8.2 shall then be entitled to seek indemnification for all Losses (i.e., back to dollar one).

#### **8.4 No Consequential Damages**

Notwithstanding anything to the contrary contained in this Agreement, neither the Vendor nor the Purchaser shall be liable to the other Party or its Affiliates, directors, employees and officers for any damages which are indirect, consequential, special, punitive, exemplary or for lost profits whether such liability arises in contract, indemnity, tort or otherwise and whether or not either Party has notice thereof.

#### **8.5 Third Party Claims**

In the case of claims made by a Third Party with respect to which indemnification is sought under this Article 8, including claims made by a Governmental Authority, the Party seeking indemnification (the “**Indemnified Party**”) shall give prompt written notice, and in any event within seven days, to the other Party from whom it is seeking indemnification (the “**Indemnifying Parties**”) of any such claims made upon it or one of its related indemnified Persons. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification may be reduced to the extent that such delay prejudiced the defence of the claim or increased the amount of liability or cost of defence. The Indemnifying Parties shall have the right, by written notice to the Indemnified Party given not later than 30 days after receipt of the notice of a claim, to assume the control of the defence, compromise or settlement of the claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Parties acknowledge in writing their obligation to indemnify the Indemnified Party and other indemnified Persons in accordance with the terms contained in this Article 8 in respect of that claim.

Upon the assumption of control of any claim by the Indemnifying Parties as set out in the preceding sentence, the Indemnifying Parties shall diligently proceed with the defence, compromise or settlement of the claim at their sole expense including, if necessary, employment of counsel and consultants, engineers and contractors reasonably satisfactory to the Indemnified Party and, in connection therewith, the Indemnified Party shall cooperate fully, but at the expense of the Indemnifying Parties with respect to any reasonable out-of-pocket expenses incurred, to make available to the Indemnifying Parties all pertinent information and witnesses under the Indemnified Party’s control, make such assignments and take such other steps as in the opinion of counsel for the Indemnifying Parties are reasonably necessary to enable the Indemnifying Parties to conduct such defence.

The Indemnifying Parties shall not, without an Indemnified Party’s prior written consent, settle, compromise, consent to the entry of any judgment in or otherwise seek to terminate any claim in respect of which indemnification has been sought hereunder, without the prior written consent of such Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed, unless such settlement, compromise, consent or termination includes an unconditional release of such Indemnified Party from any liabilities arising out of such claim without any admission of negligence, misconduct, liability or responsibility by such Indemnified Party. The Indemnified Party shall also have the right to participate in the defence of any claim at its own expense.

If the Indemnifying Parties do not assume control of a claim as permitted in this Article 8, the Indemnified Party shall be entitled to make such settlement of the claim as in its reasonable determination appears advisable; provided, however, that no admission of liability or settlement may be made by the Indemnified Party without, in each case, the prior written consent of Indemnifying Parties, such consent not to be unreasonably withheld. The final determination of any claim pursuant to this Article 8 (after the expiry of all rights of appeal), including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be of such claim against the Indemnifying Parties.

## **8.6 Insurance Recoveries**

Any amounts payable or paid by an Indemnifying Party to an Indemnified Party shall be reduced or reimbursed to the Indemnifying Party, as the case may be, on a dollar-for-dollar basis to the extent that claims for such Losses are actually recovered by the Indemnified Party under insurance policies carried by the Indemnified Party. For greater certainty:

- (a) an Indemnified Party shall not be required to seek recovery under any such insurance policies before making a claim for indemnification hereunder;
- (b) an Indemnified Party shall make all reasonable efforts to seek recovery for any Losses under any applicable insurance policies in a timely manner; and
- (c) nothing herein shall relieve an Indemnifying Party from the obligation set out in Section 8.5 above.

## **ARTICLE 9 GENERAL**

### **9.1 Confidentiality**

- (a) Each Party agrees that it shall maintain as confidential and not disclose, without the prior written consent of the other Parties, the existence and terms of this Agreement and any other agreements and instruments delivered in connection with the Transaction (except where such information is or becomes publicly available or known by the public other than by a breach of this Agreement), provided that a Party may disclose such information:
  - (i) if required by Law or requested by any Governmental Authority (and then in accordance with Section 9.1(b) and/or 9.1(c), if applicable);
  - (ii) in connection with the implementation of the Transaction as contemplated by this Agreement;
  - (iii) to its Representatives who need to have knowledge of the information;
  - (iv) to its or its Affiliates' auditors, legal counsel, lenders, brokers, underwriters, investment bankers, financiers and other professional advisers for whom such information would be relevant, provided that such Persons are advised of the confidential nature of the information, undertake to maintain the confidentiality of it (or are otherwise bound to keep the information confidential) and are strictly limited in their use of the information to those purposes necessary for such Persons to perform the services for which they were, or are proposed to be, retained by the disclosing Party or its Affiliate, as the case may be;
  - (v) to Persons with whom it or an Affiliate is considering or intends to enter into a transaction for whom the information would be relevant (including such Persons' representatives and advisers), provided that such Persons are advised of the confidential nature of the information, undertake to maintain the confidentiality of it and are strictly limited in their use of the information to those purposes necessary for such Persons to consider or effect the applicable transaction; or

- (vi) made in connection with litigation or arbitration involving a Party where such disclosure is required by the applicable tribunal or is, on the advice of counsel for such Party, necessary or advisable for the prosecution of the case.

Each disclosing Party shall be liable to the other Parties for any improper use or disclosure of such terms or information by its Representatives or any of those Persons listed in Sections 9.1(a)(iv) and 9.1(a)(v).

- (b) The Parties shall consult with each other before either of them or their respective Affiliates issues any press release or otherwise makes any public disclosure regarding this Agreement or the Transaction and shall not, and shall cause their respective Affiliates to not, issue any such press release or make any such public disclosure before receiving the consent of the other of them, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Parties or their respective Affiliates may, without prior consultation with the other Party, issue a press release or make public disclosure regarding this Agreement or the Transaction if the disclosure proposed to be so made, as it relates to this Agreement or the Transaction is substantially the same as disclosure previously consented to by the Parties pursuant to this Section 9.1(b). Nothing in this Section 9.1(b) prohibits a Party from issuing a press release or making other disclosure required by Law if the Party or its Affiliate making the disclosure has first consulted with the other Party in accordance with this Section 9.1(b).
- (c) The Parties acknowledge that each of them may be required to publicly file a copy of this Agreement with applicable securities authorities, subject to any redactions as may be permitted by Law. The Parties shall cooperate with each other in determining which provisions should be redacted prior to making such filings, with a view to making such redactions to the fullest extent permitted by Law and to making the exact same redactions; provided, however, that the foregoing shall not require any Party to make any redactions not permitted by Law.

## **9.2 Notices**

The addresses for service and the email addresses of the Parties shall be as follows:

If to the Vendor (or the Target prior to Closing):

Box 11250  
Whitehorse, YT Y1A 6N4

Attention: J. Scott Berdahl

Email: [Redacted personal information]

If to the Purchaser (or the Target after Closing):

200 – 550 Denman Street  
Vancouver, BC V6G 3H1

Attention: Gunther Roehlig

Email: [Redacted personal information]

All notices, communications and statements required, permitted or contemplated in this Agreement shall be in writing, and shall be delivered and received: (a) if delivered by hand, certified or registered mail or overnight courier, such notices so served shall be deemed to be received by the other Party: (i) on the date

of delivery if delivered within the normal working hours of a Business Day where the recipient is located; or (ii) if delivered outside the normal working hours of a Business Day where the recipient is located, at the commencement of the next ensuing Business Day following delivery thereof; or (b) if delivered by email transmission, such notices so served shall be deemed to have been received by the other Party on the date of confirmation of the same by reply email. A Party may from time to time change its address for service or its email address or both by giving written notice of such change to the other Party.

### **9.3 Governing Law**

- (a) This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with and under the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein.
- (b) Whenever any term or condition, whether express or implied, of any Schedule or any other agreement or instrument delivered pursuant to this Agreement conflicts with or is inconsistent with any term or condition of the body of this Agreement, this Agreement shall prevail.

### **9.4 Entire Agreement, etc.**

- (a) This Agreement supersedes all other agreements, documents, writings and verbal understandings among the Parties relating to the subject matter hereof (including the Letter Agreement) and expresses the entire agreement of the Parties with respect to the subject matter hereof.
- (b) No amendment, change or other modification to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the Parties.
- (c) No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or future exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provisions of this Agreement, including this Section, shall be effective other than by an instrument in writing, executed by a duly authorized representative of the Party making such waiver. Where a provision of this Agreement provides that an action must be taken, or a right or remedy must be exercised within or by a specified time, nothing in this Section shall be construed or operate so as to extend, waive or render inoperative such time constraint.
- (d) Subject to the limitations expressly set forth in this Agreement, the covenants, representations, warranties and indemnities contained in this Agreement shall not merge in any assignments, conveyances, transfers or other documents executed and delivered at or after the Closing Date pursuant to this Agreement, notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.
- (e) If any of the provisions of this Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.

### **9.5 Enurement, Beneficiaries and Assignment**

- (a) This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns. Except for the indemnified Persons referred

to in Article 9, this Agreement is not for the benefit of, nor may any provision in this Agreement be enforced by, any other Person. With respect to any indemnified Person who is not a Party, each Party shall obtain and hold the rights and benefits of Article 9 in trust for and on behalf of its related indemnified Persons.

- (b) This Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may not be unreasonably withheld.

**9.6 Expenses**

Each of the Parties shall be responsible for the expenses incurred by them in connection with the negotiation of this Agreement and completion of the Transaction, save and except that regardless of whether Closing occurs or not, the Purchaser shall be responsible for all of the legal fees, costs and disbursements incurred by the Vendor in the negotiation and settlement of this Agreement and the Closing Documents as well as completion of the Transaction.

**9.7 Counterpart Execution**

This Agreement may be executed in as many counterparts as are necessary, but all of which when taken together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page to this Agreement by facsimile or other electronic format shall be effective as delivery of a manually executed counterpart to this Agreement. A valid and binding contract shall arise if and when this Agreement has been executed and delivered by the Parties in the manner provided herein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

**SKYLEDGER TECH CORP.**

By: (Signed) "*Gunther Roehlig*" \_\_\_\_\_

Name: Gunther Roehlig

Title: Director

**18526 YUKON INC.**

By: (Signed) "*J. Scott Berdahl*" \_\_\_\_\_

Name: J. Scott Berdahl

Title: VP Exploration

**SENOA GOLD CORP.**

By: (Signed) "*J. Scott Berdahl*" \_\_\_\_\_

Name: J. Scott Berdahl

Title: VP Exploration

## SCHEDULE "A"

## PROPERTY CLAIMS DESCRIPTIONS

## Property: Einarson

Claim Name	Grant Number	% Interest	Expiry Date	District
Elko 19	YD05255	70	2021/11/23	Mayo
Elko 20	YD05256	70	2021/11/23	Mayo
Elko 26	YD05262	70	2021/11/23	Mayo
Elko 28	YD05264	70	2021/11/23	Mayo
Elko 30	YD05266	70	2021/11/23	Mayo
Elko 32	YD05268	70	2021/11/23	Mayo
Elko 34	YD05270	70	2021/11/23	Mayo
Elko 36	YD05272	70	2021/11/23	Mayo
Elko 38 to 40	YD05274 to YD05276	70	2021/11/23	Mayo
Emer 1 to 54	YE50691 to YE50744	70	2021/08/17	Mayo
G 832	YD82832	70	2022/04/26	Mayo
H 1	YD125303	70	2022/03/23	Mayo
H 2 to 9	YD125304 to YD125311	70	2022/03/23	Mayo
H 10	YD125312	70	2022/03/23	Mayo
H 11	YD125313	70	2022/03/23	Mayo
H 12	YD125314	70	2022/03/23	Mayo
H 13	YD125315	70	2022/03/23	Mayo
H 14	YD125316	70	2022/03/23	Mayo
H 15 to 96	YD125317 to YD125398	70	2022/03/16	Mayo
H 97	YD79897	70	2022/04/26	Mayo
H 98	YD79898	70	2021/04/26	Mayo
H 99	YD79899	70	2022/04/26	Mayo
H 100	YD79900	70	2021/04/26	Mayo
H 101	YD79901	70	2022/04/26	Mayo
H 102	YD79902	70	2021/04/26	Mayo
H 103	YD79903	70	2022/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
H 104	YD79904	70	2021/04/26	Mayo
H 105	YD79905	70	2022/04/26	Mayo
H 106	YD79906	70	2021/04/26	Mayo
H 107	YD79907	70	2022/04/26	Mayo
H 108	YD79908	70	2021/04/26	Mayo
H 109 to 110	YD79909 to YD79910	70	2022/04/26	Mayo
H 111	YD79911	70	2021/04/26	Mayo
H 112	YD79912	70	2021/04/26	Mayo
H 113	YD79913	70	2021/04/26	Mayo
H 114	YD79914	70	2021/04/26	Mayo
H 115	YD79915	70	2021/04/26	Mayo
H 116	YD79916	70	2021/04/26	Mayo
H 117	YD79917	70	2021/04/26	Mayo
H 118	YD79918	70	2021/04/26	Mayo
H 119	YD79919	70	2021/04/26	Mayo
H 120	YD79920	70	2021/04/26	Mayo
H 121	YD79921	70	2021/04/26	Mayo
H 122	YD79922	70	2021/04/26	Mayo
H 123	YD79923	70	2022/04/26	Mayo
H 124	YD79924	70	2022/04/26	Mayo
H 125	YD79925	70	2022/04/26	Mayo
H 126	YD79926	70	2022/04/26	Mayo
H 127	YD79927	70	2022/04/26	Mayo
H 128	YD79928	70	2022/04/26	Mayo
H 129	YD79929	70	2022/04/26	Mayo
H 130	YD79930	70	2022/04/26	Mayo
H 131	YD79931	70	2022/04/26	Mayo
H 132	YD79932	70	2022/04/26	Mayo
H 133	YD79933	70	2022/04/26	Mayo
H 134	YD79934	70	2022/04/26	Mayo
H 135	YD79935	70	2022/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
H 136	YD79936	70	2022/04/26	Mayo
H 137	YD79937	70	2022/04/26	Mayo
H 138	YD79938	70	2022/04/26	Mayo
H 139	YD79939	70	2022/04/26	Mayo
H 140	YD79940	70	2022/04/26	Mayo
H 141	YD79941	70	2022/04/26	Mayo
H 142	YD79942	70	2022/04/26	Mayo
H 143	YD79943	70	2022/04/26	Mayo
H 144 to 162	YD79944 to YD79962	70	2022/04/26	Mayo
H 163 to 165	YD79963 to YD79965	70	2022/04/26	Mayo
H 166	YD79966	70	2022/04/26	Mayo
H 167	YD79967	70	2022/04/26	Mayo
H 168 to 169	YD79968 to YD79969	70	2022/04/26	Mayo
H 170	YD79970	70	2022/04/26	Mayo
H 171	YD79971	70	2022/04/26	Mayo
H 172	YD79972	70	2022/04/26	Mayo
H 173	YD79973	70	2022/04/26	Mayo
H 174	YD79974	70	2022/04/26	Mayo
Huo 1	YF37501	70	2022/01/30	Mayo
Huo 2 to 194	YF37502 to YF37694	70	2022/01/30	Mayo
Huo 195	YF37695	70	2022/01/30	Mayo
Huo 196 to 277	YF37696 to YF37777	70	2022/01/30	Mayo
Huo 278 to 281	YF37778 to YF37781	70	2022/01/30	Mayo
Huo 282	YF37782	70	2022/01/30	Mayo
Huo 283	YF37783	70	2022/01/30	Mayo
Huo 284	YF37784	70	2022/01/30	Mayo
Huo 285	YF37785	70	2022/01/30	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Huo 286 to 303	YF37786 to YF37803	70	2022/01/30	Mayo
Huo 304	YF37804	70	2022/01/30	Mayo
Huo 305 to 500	YF37805 to YF38000	70	2022/01/30	Mayo
Huo 501	YF38001	70	2022/01/30	Mayo
Huo 502	YF38002	70	2022/01/30	Mayo
Huo 503 to 512	YF38003 to YF38012	70	2022/01/30	Mayo
Huo 513 to 544	YF38013 to YF38044	70	2022/01/30	Mayo
Huo 545 to 559	YF38045 to YF38059	70	2022/01/30	Mayo
Huo 560	YF38060	70	2022/01/30	Mayo
Io 1	YD82301	70	2021/04/26	Mayo
Io 2 to 14	YD82302 to YD82314	70	2022/04/26	Mayo
Io 15	YD82315	70	2022/04/26	Mayo
Io 16 to 24	YD82316 to YD82324	70	2021/04/26	Mayo
Io 25	YD82325	70	2022/04/26	Mayo
Io 26	YD82326	70	2021/04/26	Mayo
Io 27 to 28	YD82327 to YD82328	70	2022/04/26	Mayo
Io 29	YD82329	70	2021/04/26	Mayo
Io 30	YD82330	70	2022/04/26	Mayo
Io 31	YD82331	70	2021/04/26	Mayo
Io 32	YD82332	70	2022/04/26	Mayo
Io 33	YD82333	70	2021/04/26	Mayo
Io 34	YD82334	70	2022/04/26	Mayo
Io 35	YD82335	70	2021/04/26	Mayo
Io 36	YD82336	70	2024/04/26	Mayo
Io 37	YD82337	70	2021/04/26	Mayo
Io 38	YD82338	70	2024/04/26	Mayo
Io 39	YD82339	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Io 40 to 46	YD82340 to YD82346	70	2024/04/26	Mayo
Io 47 to 50	YD82347 to YD82350	70	2021/04/26	Mayo
Io 51 to 58	YD82351 to YD82384	70	2025/04/26	Mayo
Io 59 to 84	YD82359 to YD82384	70	2021/04/26	Mayo
Io 85 to 94	YD82385 to YD82394	70	2024/04/26	Mayo
Io 95	YD82395	70	2024/04/26	Mayo
Io 96	YD82396	70	2024/04/26	Mayo
Io 97	YD82397	70	2021/04/26	Mayo
Io 98	YD82398	70	2024/04/26	Mayo
Io 99	YD82399	70	2021/04/26	Mayo
Io 100	YD82400	70	2024/04/26	Mayo
Io 101 to 108	YD82401 to YD82408	70	2025/04/26	Mayo
Io 109 to 132	YD82409 to YD82432	70	2021/04/26	Mayo
Io 133 to 134	YD82433 to YD82434	70	2024/04/26	Mayo
Io 135	YD82435	70	2024/04/26	Mayo
Io 136	YD82436	70	2024/04/26	Mayo
Io 137	YD82437	70	2024/04/26	Mayo
Io 138	YD82438	70	2024/04/26	Mayo
Io 139	YD82439	70	2024/04/26	Mayo
Io 140	YD82440	70	2024/04/26	Mayo
Io 141	YD82441	70	2024/04/26	Mayo
Io 142	YD82442	70	2024/04/26	Mayo
Io 143	YD82443	70	2024/04/26	Mayo
Io 144	YD82444	70	2024/04/26	Mayo
Io 145	YD82445	70	2024/04/26	Mayo
Io 146	YD82446	70	2024/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Io 147 to 150	YD82447 to YD82450	70	2024/04/26	Mayo
Io 151	YD82451	70	2025/04/26	Mayo
Io 152	YD82452	70	2024/04/26	Mayo
Io 153	YD82453	70	2025/04/26	Mayo
Io 154	YD82454	70	2024/04/26	Mayo
Io 155	YD82455	70	2025/04/26	Mayo
Io 156	YD82456	70	2024/04/26	Mayo
Io 157	YD82457	70	2025/04/26	Mayo
Io 158	YD82458	70	2024/04/26	Mayo
Io 159	YD82459	70	2025/04/26	Mayo
Io 160 to 161	YD82460 to YD82461	70	2024/04/26	Mayo
Io 162	YD82462	70	2025/04/26	Mayo
Io 163 to 174	YD82463 to YD82474	70	2024/04/26	Mayo
Io 175 to 206	YE50745 to YE50776	70	2021/08/17	Mayo
L 19 to 22	YD125677 to YD125680	70	2022/01/26	Mayo
L 35	YD125693	70	2022/01/26	Mayo
L 36	YD125694	70	2022/01/26	Mayo
L 49 to 50	YD125707 to YD125708	70	2022/01/26	Mayo
L 63 to 64	YD125721 to YD125722	70	2022/01/26	Mayo
M 1 to 2	YD152751 to YD152752	70	2022/04/26	Mayo
M 3 to 20	YD152753 to YD152770	70	2021/04/26	Mayo
M 21 to 22	YD152771 to YD152772	70	2022/04/26	Mayo
M 23	YD152773	70	2021/04/26	Mayo
M 24	YD152774	70	2023/04/26	Mayo
M 25	YD152775	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
M 26	YD152776	70	2023/04/26	Mayo
M 27	YD152777	70	2021/04/26	Mayo
M 28	YD152778	70	2023/04/26	Mayo
M 29	YD152779	70	2021/04/26	Mayo
M 30	YD152780	70	2023/04/26	Mayo
M 31	YD152781	70	2021/04/26	Mayo
M 32	YD152782	70	2023/04/26	Mayo
M 33	YD152783	70	2021/04/26	Mayo
M 34	YD152784	70	2023/04/26	Mayo
M 35	Y152785	70	2021/04/26	Mayo
M 36	YD152786	70	2023/04/26	Mayo
M 37	YD152787	70	2021/04/26	Mayo
M 38	YD152788	70	2023/04/26	Mayo
M 39	YD152789	70	2021/04/26	Mayo
M 40 to 41	YD152790 to YD152791	70	2023/04/26	Mayo
M 42	YD152792	70	2022/04/26	Mayo
M 49 to 52	YD152799 to YD152802	70	2021/04/26	Mayo
MLC 1	YD126239	70	2022/02/25	Mayo
MLC 2	YD126240	70	2022/02/25	Mayo
MLC 3 to 30	YD126241 to YD126268	70	2022/02/25	Mayo
MLC 31 to 32	YD126269 to YD126270	70	2022/02/25	Mayo
MLC 33 to 36	YD126271 to YD126274	70	2022/02/25	Mayo
MLC 38	YD126276	70	2022/02/25	Mayo
MLC 77	YD126315	70	2022/02/25	Mayo
MLC 78 to 106	YD126316 to YD126344	70	2022/02/25	Mayo
MLC 107 to 108	YD126345 to YD126346	70	2022/02/25	Mayo
MLC 109	YD126347	70	2022/02/25	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
MLC 111	YD126349	70	2022/02/25	Mayo
MLC 113	YD126351	70	2022/02/25	Mayo
MLC 115	YD126353	70	2022/02/25	Mayo
MLC 123	YD126361	70	2022/02/25	Mayo
MLC 124	YD126362	70	2022/02/25	Mayo
MLC 125	YD126363	70	2022/02/25	Mayo
MLC 126	YD126364	70	2022/02/25	Mayo
MLC 127	YD126365	70	2022/02/25	Mayo
MLC 128	YD126366	70	2022/02/25	Mayo
MLC 129	YD126367	70	2022/02/25	Mayo
MLC 130 to 132	YD126368 to YD126370	70	2022/02/25	Mayo
MLC 169	YD126407	70	2023/02/25	Mayo
MLC 170	YD126408	70	2023/02/25	Mayo
MLC 171	YD126409	70	2022/02/25	Mayo
MLC 172	YD126410	70	2022/02/25	Mayo
MLC 173	YD126411	70	2022/02/25	Mayo
MLC 174	YD126412	70	2022/02/25	Mayo
MLC 175	YD126413	70	2022/02/25	Mayo
MLC 176	YD126414	70	2022/02/25	Mayo
Mu 1 to 6	YD32852 to YD32857	70	2021/09/27	Mayo
Mu 8 to 16	YD32859 to YD32867	70	2021/09/27	Mayo
Mu 17	YD108350	70	2021/10/19	Mayo
Mu 18 to 32	YD108351 to YD108365	70	2021/10/19	Mayo
Mu 38	YD125961	70	2022/01/26	Mayo
Mu 40	YD125963	70	2022/01/26	Mayo
Mu 47 to 48	YD125970 to YD125971	70	2022/01/26	Mayo
Mu 49 to 54	YD125972 to YD125977	70	2022/01/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Mu 59 to 60	YD125982 to YD125983	70	2022/01/26	Mayo
Mu 61 to 62	YD125984 to YD125985	70	2022/01/26	Mayo
Mu 89 to 92	YD126012 to YD126015	70	2022/01/26	Mayo
Mu 101 to 108	YD126024 to YD126031	70	2022/01/26	Mayo
N 9 to 10	YD05409 to YD05410	70	2022/01/26	Mayo
N 47 to 48	YD04609 to YD04610	70	2022/02/25	Mayo
N 55 to 64	YD04707 to YD04716	70	2022/01/26	Mayo
N 65	YD04627	70	2022/02/25	Mayo
N 65 to 73	YD04717 to YD04725	70	2022/01/26	Mayo
N 75 to 76	YD04727 to YD04728	70	2025/01/26	Mayo
N 77	YD04729	70	2022/01/26	Mayo
N 78	YD04730	70	2025/01/26	Mayo
N 79	YD04731	70	2022/01/26	Mayo
N 80	YD04732	70	2025/01/26	Mayo
N 81	YD04733	70	2022/01/26	Mayo
N 82	YD04734	70	2025/01/26	Mayo
N 83	YD04735	70	2022/01/26	Mayo
N 84	YD04736	70	2025/01/26	Mayo
N 85	YD04737	70	2022/01/26	Mayo
N 86 to 99	YD04738 to YD04751	70	2025/01/26	Mayo
N 100 to 116	YD04752 to YD04768	70	2025/01/26	Mayo
N 117 to 120	YD04769 to YD04772	70	2022/01/26	Mayo
N 121 to 128	YD04773 to YD04780	70	2022/01/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Niao 79	YF38139	70	2022/01/30	Mayo
Niao 81 to 87	YF38141 to YF38147	70	2022/01/30	Mayo
Niao 127 to 132	YF38187 to YF38192	70	2022/01/30	Mayo
Niao 167 to 174	YF38227 to YF38234	70	2022/01/30	Mayo
OA 1	YD04909	70	2023/02/25	Mayo
OA 2 to 78	YD04910 to YD04986	70	2023/02/25	Mayo
OA 81 to 84	YD04989 to YD04992	70	2023/02/25	Mayo
Odd 1 to 5	YD69003 to YD69007	70	2023/09/27	Mayo
Odd 6	YD69008	70	2021/09/27	Mayo
Odd 7 to 16	YD69009 to YD69018	70	2023/09/27	Mayo
Odd 17	YD69019	70	2021/09/27	Mayo
Odd 18	YD69020	70	2023/09/27	Mayo
Odd 19	YD69021	70	2021/09/27	Mayo
Odd 20	YD69022	70	2023/09/27	Mayo
Odd 21	YD69023	70	2021/09/27	Mayo
Odd 22 to 31	YD69024 to YD69033	70	2023/09/27	Mayo
Odd 32	YD69034	70	2021/09/27	Mayo
Odd 41 to 72	YD04853 to YD04884	70	2023/11/23	Mayo
Odd 143 to 150	YD125399 to YD125406	70	2023/03/16	Mayo
Odd 153 to 176	YD125409 to YD125432	70	2023/03/16	Mayo
Odd 180	YD125436	70	2023/03/16	Mayo
Odd 182	YD125438	70	2023/03/16	Mayo
Odd 183 to 208	YD125439 to YD125464	70	2023/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Odd 211 to 236	YD125467 to YD125492	70	2023/03/23	Mayo
Odd 241	YD125497	70	2023/03/16	Mayo
Odd 243 to 246	YD125499 to YD125502	70	2023/03/16	Mayo
Odd 247 to 264	YD149476 to YD149493	70	2023/03/16	Mayo
Odd 269	YD149498	70	2023/03/21	Mayo
Odd 271 to 281	YD149500 to YD149510	70	2023/03/21	Mayo
Odd 283	YD149512	70	2023/03/21	Mayo
Odd 285	YD149514	70	2023/03/21	Mayo
Odd 287	YD149516	70	2023/03/21	Mayo
Odd 291	YD149520	70	2023/03/21	Mayo
Odd 293	YD149522	70	2023/03/21	Mayo
Odd 295	YD149524	70	2023/03/21	Mayo
Odd 297	YD149526	70	2023/03/21	Mayo
PA 1	YD04673	70	2025/03/21	Mayo
PA 2	YD04674	70	2025/03/21	Mayo
PA 3	YD04675	70	2025/03/21	Mayo
PA 4	YD04676	70	2025/03/21	Mayo
PA 5	YD04677	70	2025/03/21	Mayo
PA 6	YD04678	70	2025/03/21	Mayo
PA 7	YD04679	70	2025/03/21	Mayo
PA 8	YD04680	70	2025/03/21	Mayo
PA 9	YD04681	70	2025/03/21	Mayo
PA 10	YD04682	70	2025/03/21	Mayo
PA 11	YD04683	70	2025/03/21	Mayo
PA 12	YD04684	70	2025/03/21	Mayo
PA 13 to 14	YD04685 to YD04686	70	2025/03/21	Mayo
PA 15	YD04687	70	2025/03/21	Mayo
PA 16	YD04688	70	2025/03/21	Mayo
PA 17	YD04689	70	2025/03/21	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
PA 18	YD04690	70	2025/03/21	Mayo
PA 19	YD04691	70	2025/03/21	Mayo
PA 20 to 24	YD04692 to YD04696	70	2025/03/21	Mayo
PA 25 to 32	YD04901 to YD04908	70	2025/03/21	Mayo
Pi 1 to 16	YD32884 to YD32899	70	2022/09/27	Mayo
Pi 17 to 18	YD05101 to YD05102	70	2025/01/26	Mayo
Pi 19 to 22	YD05103 to YD05106	70	2024/01/26	Mayo
Pi 23 to 27	YD05107 to YD05111	70	2025/01/26	Mayo
Pi 28 to 38	YD05112 to YD05122	70	2025/01/26	Mayo
Q 1	YD04993	70	2022/03/16	Mayo
Q 2 to 7	YD04994 to YD04999	70	2025/03/16	Mayo
Q 8 to 16	YD05000 to YD05008	70	2025/02/25	Mayo
Q 41 to 42	YD05033 to YD05034	70	2023/02/25	Mayo
Q 43 to 44	YD05035 to YD05036	70	2022/02/25	Mayo
Q 45 to 56	YD05037 to YD05048	70	2025/02/25	Mayo
Q 57 to 60	YD05051 to YD05054	70	2025/02/25	Mayo
Q 61 to 66	YD05055 to YD05060	70	2025/02/25	Mayo
Q 68	YD05062	70	2022/02/25	Mayo
Q 89 to 98	YD05083 to YD05092	70	2025/03/16	Mayo
Q 99 to 106	YD05093 to YD05100	70	2025/03/16	Mayo
Q 107 to 128	YD05123 to YD05144	70	2025/03/16	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Q 129 to 152	YD05145 to YD05168	70	2025/02/25	Mayo
Q 155 to 182	YD05173 to YD05200	70	2025/03/16	Mayo
Q 183 to 200	YD05301 to YD05318	70	2025/03/16	Mayo
Q 201	YD05319	70	2025/03/16	Mayo
Q 202	YD05320	70	2025/03/16	Mayo
Q 203	YD05321	70	2025/03/16	Mayo
Q 204	YD05322	70	2025/03/16	Mayo
Q 205	YD05323	70	2025/03/16	Mayo
Q 206	YD05324	70	2025/03/16	Mayo
Q 207	YD05325	70	2025/03/16	Mayo
Q 208	YD05326	70	2025/03/16	Mayo
Q 209	YD05327	70	2025/03/16	Mayo
Q 210	YD05328	70	2025/03/16	Mayo
Q 211	YD05329	70	2025/02/25	Mayo
Q 212	YD05330	70	2025/02/25	Mayo
Q 213 to 218	YD05331 to YD05336	70	2025/02/25	Mayo
Q 227 to 270	YD05345 to YD05388	70	2025/03/16	Mayo
Q 271 to 282	YD05389 to YD05400	70	2025/02/25	Mayo
Q 283 to 286	YD152603 to YD152606	70	2025/02/25	Mayo
Q 287 to 288	YD152607 to YD152608	70	2025/02/25	Mayo
Q 289 to 290	YD152609 to YD156210	70	2025/02/25	Mayo
Q 291 to 342	YD152611 to YD1522662	70	2025/03/16	Mayo
Q 343 to 350	YD152663 to Yd152670	70	2025/02/25	Mayo
Q 351 to 352	YD152671 to YD152672	70	2025/02/25	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Q 355 to 382	YD152675 to YD152702	70	2025/03/21	Mayo
Q 383 to 400	YD152503 to YD152520	70	2025/03/21	Mayo
Q 401 to 414	YD152521 to YD152534	70	2025/02/25	Mayo
Q 415	YD152535	70	2025/02/25	Mayo
Q 416	YD152536	70	2025/02/25	Mayo
Q 417 to 454	YD152537 to YD152574	70	2025/03/16	Mayo
Q 455 to 482	YD152575 to YD152602	70	2025/02/25	Mayo
Q 483 to 524	YD152703 to YD152744	70	2025/02/25	Mayo
Qi 46	YD81946	70	2022/04/26	Mayo
Qi 48	YD81948	70	2022/04/26	Mayo
Qi 50	YD81950	70	2022/04/26	Mayo
Qi 52	YD81952	70	2022/04/26	Mayo
Qi 54	YD81954	70	2022/04/26	Mayo
Qi 56	YD81956	70	2022/04/26	Mayo
Qi 58	YD81958	70	2022/04/26	Mayo
Qi 60	YD81960	70	2022/04/26	Mayo
Qi 62	YD81962	70	2022/04/26	Mayo
Qi 64 to 74	YD81964 to YD81974	70	2022/04/26	Mayo
R 291	YD148793	70	2022/03/16	Mayo
R 292	YD148794	70	2022/03/16	Mayo
R 308	YD148810	70	2024/03/21	Mayo
R 391 to 394	YD148893 to YD148896	70	2022/03/16	Mayo
R 419 to 424	YD148921 to YD148926	70	2022/03/16	Mayo
R 507	YD149009	70	2022/03/23	Mayo
R 509	YD149011	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
R 515 to 516	YD149017 to YD149018	70	2022/03/23	Mayo
R 518	YD149020	70	2022/03/23	Mayo
R 520	YD149022	70	2022/03/23	Mayo
R 522	YD149024	70	2022/03/23	Mayo
R 524	YD149026	70	2022/03/23	Mayo
R 608	YD149110	70	2022/03/23	Mayo
R 610	YD149112	70	2022/03/23	Mayo
R 612	YD149114	70	2022/03/23	Mayo
R 614	YD149116	70	2022/03/23	Mayo
R616	YD149118	70	2022/03/23	Mayo
S 1	YD149433	70	2022/03/21	Mayo
S 2	YD149434	70	2022/03/21	Mayo
S 3	YD149435	70	2022/03/21	Mayo
S 4	YD149436	70	2022/03/21	Mayo
S 5	YD149437	70	2022/03/21	Mayo
S 6	YD149438	70	2022/03/21	Mayo
S 7	YD149439	70	2022/03/21	Mayo
S 8	YD149440	70	2022/03/21	Mayo
S 9	YD149441	70	2022/03/21	Mayo
S 10	YD149442	70	2022/03/21	Mayo
S 11	YD149443	70	2022/03/21	Mayo
S 12	YD149444	70	2022/03/21	Mayo
S 13	YD149445	70	2022/03/21	Mayo
S 14	YD149446	70	2022/03/21	Mayo
S 15	YD149447	70	2022/03/21	Mayo
S 16	YD149448	70	2022/03/21	Mayo
S 17	YD149449	70	2022/03/21	Mayo
S 18	YD149450	70	2022/03/21	Mayo
S 19	YD149451	70	2022/03/21	Mayo
S 20	YD149452	70	2022/03/21	Mayo
S 21	YD149453	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
S 23	YD149455	70	2022/03/23	Mayo
S 25	YD149457	70	2022/03/23	Mayo
S 27	YD149459	70	2022/03/23	Mayo
S 29	YD149461	70	2022/03/23	Mayo
S 31	YD149531	70	2022/03/23	Mayo
S 33	YD149533	70	2022/03/23	Mayo
S 35	YD149535	70	2022/03/23	Mayo
S 37	YD149537	70	2022/03/23	Mayo
S 39	YD149539	70	2022/03/23	Mayo
S 41	YD149541	70	2022/03/23	Mayo
S 43	YD149543	70	2022/03/23	Mayo
S 45	YD149545	70	2022/03/23	Mayo
S 47	YD149547	70	2022/03/21	Mayo
S 49	YD149549	70	2022/03/21	Mayo
S 51	YD149551	70	2022/03/21	Mayo
S 53	YD149553	70	2022/03/21	Mayo
S 55	YD149555	70	2022/03/21	Mayo
S 57	YD149557	70	2022/03/21	Mayo
S 59	YD149559	70	2022/03/21	Mayo
S 61	YD149561	70	2022/03/21	Mayo
S 63	YD149563	70	2022/03/21	Mayo
S 65	YD149565	70	2022/03/21	Mayo
S 67	YD149567	70	2022/03/21	Mayo
S 69	YD149569	70	2022/03/21	Mayo
S 71	YD149571	70	2022/03/21	Mayo
S 73	YD149573	70	2022/03/21	Mayo
S 75	YD149575	70	2022/03/21	Mayo
S 76	YD149576	70	2022/03/21	Mayo
S 79 to 82	YD149579 to YD149582	70	2022/03/23	Mayo
S 83 to 84	YD149583 to YD149584	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
S 85 to 100	YD149585 to YD149600	70	2022/03/23	Mayo
S 123 to 126	YD149623 to YD149626	70	2022/03/23	Mayo
S 127 to 128	YD149627 to YD149628	70	2022/03/23	Mayo
S 129 to 144	YD149629 to YD149644	70	2022/03/23	Mayo
S 167 to 182	YD149701 to YD149682	70	2022/03/23	Mayo
S 201 to 216	YD149701 to YD149716	70	2022/03/21	Mayo
S 233 to 248	YD149733 to YD149748	70	2022/03/21	Mayo
S 249 to 250	YD149749 to YD149750	70	2022/03/21	Mayo
S 263 to 278	YD149763 to YD149778	70	2022/03/21	Mayo
S 279 to 280	YD149779 to YD149780	70	2022/03/21	Mayo
S 291 to 306	YD149791 to YD149806	70	2022/03/23	Mayo
S 307 to 308	YD149807 to YD149808	70	2022/03/23	Mayo
S 317 to 318	YD149817 to YD149818	70	2022/03/23	Mayo
S 319 to 320	YD149819 to YD149820	70	2022/03/23	Mayo
S 321 to 336	YD149821 to YD149836	70	2022/03/23	Mayo
S 337	YD149837	70	2022/03/23	Mayo
S 345 to 346	YD149845 to YD149846	70	2022/03/23	Mayo
S 347 to 348	YC149847 to YD149848	70	2022/03/23	Mayo
S 349 to 364	YD149849 to YD149864	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
S 371 to 372	YD149871 to YD149872	70	2022/03/23	Mayo
S 373 to 374	YD149873 to YD149874	70	2022/03/23	Mayo
S 375 to 390	YD149875 to YD149890	70	2022/03/23	Mayo
S 395 to 398	YD149895 to YD149898	70	2022/03/23	Mayo
S 399 to 410	YD149899 to YD149910	70	2022/03/23	Mayo
S 411 to 413	YD149911 to YD149913	70	2022/03/21	Mayo
S 414	YD149914	70	2022/03/21	Mayo
S 415 to 424	YD149915 to YD149924	70	2022/03/21	Mayo
S 425 to 426	YD149925 to YD149926	70	2022/03/21	Mayo
S 427 to 428	YD149927 to YD149928	70	2022/03/21	Mayo
S 429 to 436	YD149929 to YD149936	70	2022/03/21	Mayo
S 437 to 438	YD149937 to YD149938	70	2022/03/21	Mayo
S 439 to 440	YD149939 to YD149940	70	2022/03/21	Mayo
S 441 to 446	YD149941 to YD149946	70	2022/03/21	Mayo
S 447 to 448	YD149947 to YD149948	70	2022/03/21	Mayo
S 449 to 450	YD149949 to YD149950	70	2022/03/21	Mayo
S 451 to 454	YD149951 to YD149954	70	2022/03/21	Mayo
S 455 to 456	YD149955 to YD149956	70	2022/03/23	Mayo
S 457 to 458	YD149957 to YD149958	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
S 459 to 460	YD149959 to YD149960	70	2022/03/23	Mayo
S 470 to 471	YD149970 to YD149971	70	2022/03/21	Mayo
S 473 to 476	YD149973 to YD149976	70	2022/03/21	Mayo
S 477	YD149977	70	2022/03/23	Mayo
S 509 to 510	YD150009 to YD150010	70	2022/03/23	Mayo
S 512	YD150012	70	2022/03/23	Mayo
T 2	YD126037	70	2022/01/26	Mayo
T 4	YD126039	70	2022/01/26	Mayo
T 6	YD126041	70	2022/01/26	Mayo
T 8	YD126043	70	2022/01/26	Mayo
T 10	YD126045	70	2022/01/26	Mayo
T 12	YD126047	70	2022/01/26	Mayo
T 14	YD126049	70	2022/01/26	Mayo
T 16	YD126051	70	2022/01/26	Mayo
T 55 to 56	YD126090 to YD126091	70	2023/01/26	Mayo
T 57 to 82	YD126092 to YD126117	70	2022/01/26	Mayo
T 84	YD126119	70	2022/01/26	Mayo
T 86	YD126121	70	2022/01/26	Mayo
T 88	YD126123	70	2022/01/26	Mayo
T 90	YD126125	70	2022/01/26	Mayo
T 92	YD126127	70	2022/01/26	Mayo
T 94	YD126129	70	2022/01/26	Mayo
T 96	YD126131	70	2022/01/26	Mayo
T 98	YD 126133	70	2022/01/26	Mayo
T 100	YD126135	70	2022/01/26	Mayo
T 123	YD126158	70	2022/01/26	Mayo
T 125	YD126160	70	2022/01/26	Mayo
T 127	YD126162	70	2022/01/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
T 129	YD126164	70	2022/01/26	Mayo
T 131 to 154	YD126166 to YD126189	70	2022/01/26	Mayo
T 156	YD126191	70	2022/01/26	Mayo
T 158	YD126193	70	2022/01/26	Mayo
T 160	YD126195	70	2022/01/26	Mayo
T 162	YD126197	70	2022/01/26	Mayo
T 175	YD126210	70	2022/01/26	Mayo
T 177	YD126212	70	2022/01/26	Mayo
T 179	YD126214	70	2022/01/26	Mayo
T 181 to 184	YD126216 to YD126219	70	2022/01/26	Mayo
T 227	YD125824	70	2022/01/26	Mayo
T 291 to 302	YD125888 to YD125899	70	2022/01/26	Mayo
T 319	YD125916	70	2022/01/26	Mayo
T 321	YD125918	70	2022/01/26	Mayo
T 323	YD125920	70	2022/01/26	Mayo
T 325 to 326	YD125922 to YD125923	70	2022/01/26	Mayo
T 328	YD125925	70	2022/01/26	Mayo
T 330	YD125927	70	2022/01/26	Mayo
T 332	YD125929	70	2022/01/26	Mayo
T 334 to 342	YD125931 to YD125939	70	2022/01/26	Mayo
T 349	YD125946	70	2022/01/26	Mayo
T 351	YD125948	70	2022/01/26	Mayo
T 353	YD125950	70	2022/01/26	Mayo
T 355	YD125952	70	2022/01/26	Mayo
T 357	YD125954	70	2022/01/26	Mayo
TA 62	YD79562	70	2021/04/26	Mayo
TA 64	YD79564	70	2021/04/26	Mayo
TA 361 to 362	YD79861 to YD79862	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Tau 1 to 6	YD32868 to YD32873	70	2021/09/27	Mayo
Tau 9 to 14	YD32876 to YD32881	70	2021/09/27	Mayo
Tau 17	YD108326	70	2021/10/19	Mayo
Tau 19	YD108328	70	2021/10/19	Mayo
Tau 21 to 40	YD108330 to YD10349	70	2021/10/19	Mayo
Tau 42	YD04802	70	2021/11/23	Mayo
Tau 44	YD04804	70	2021/11/23	Mayo
Tau 46	YD04806	70	2021/11/23	Mayo
Tau 49 to 84	YD04809 to YD04844	70	2021/11/23	Mayo
TT 547 to 548	YD153435 to YD153436	70	2022/04/26	Mayo
TT 551 to 556	YD153439 to YD153444	70	2022/04/26	Mayo
TT 565 to 566	YD153453 to YD153454	70	2022/04/26	Mayo
TT 585 to 594	YD153473 to YD153482	70	2022/04/26	Mayo
TT 605 to 614	YD153493 to YD153502	70	2022/04/26	Mayo
TT 615	YD151272	70	2022/04/26	Mayo
TT 619 to 625	YD151276 to YD151282	70	2022/04/26	Mayo
TT 627	YD151284	70	2022/04/26	Mayo
TT 630	YD151287	70	2022/04/26	Mayo
TW 32	YE50032	100	2021/08/17	Mayo
TW 34	YE50034	100	2021/08/17	Mayo
TW 63	YE50063	100	2021/08/17	Mayo
TW 65	YE50065	100	2021/08/17	Mayo
TW 122	YE50122	100	2021/08/17	Mayo
TW 124	YE50124	100	2021/08/17	Mayo
TW 126	YE50126	100	2021/08/17	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
TW 128	YE50128	100	2021/08/17	Mayo
TW 130	YE50130	100	2021/08/17	Mayo
TW 132	YE50132	100	2021/08/17	Mayo
TW 134	YE50134	100	2021/08/17	Mayo
TW 194 to 204	YE50191 to YE50204	100	2021/08/17	Mayo
U 698	YD151152	70	2023/04/26	Mayo
U 700	YD151154	70	2023/04/26	Mayo
U 702	YD151156	70	2021/04/26	Mayo
U 704	YD151158	70	2023/04/26	Mayo
U 706	YD151160	70	2023/04/26	Mayo
U 708	YD151162	70	2023/04/26	Mayo
U 710	YD151164	70	2023/04/26	Mayo
U 712	YD151166	70	2023/04/26	Mayo
U 733 to 746	YD151187 to YD151200	70	2023/04/26	Mayo
U 763	YD151217	70	2023/04/26	Mayo
U 765	YD151219	70	2023/04/26	Mayo
U 767	YD151221	70	2023/04/26	Mayo
U 769	YD151223	70	2023/04/26	Mayo
U 771	YD151225	70	2023/04/26	Mayo
U 787 to 794	YD151241 to YD151248	70	2023/04/26	Mayo
U 809 to 816	YD151263 to YD151270	70	2023/04/26	Mayo
V 1	YD78651	70	2022/04/26	Mayo
V 3	YD78653	70	2022/04/26	Mayo
V 4	YD78654	70	2022/04/26	Mayo
V 5	YD78655	70	2022/04/26	Mayo
V 6	YD78656	70	2022/04/26	Mayo
V 7	YD78657	70	2022/04/26	Mayo
V 8	YD78658	70	2022/04/26	Mayo
V 9	YD78659	70	2022/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
V 11	YD78661	70	2022/04/26	Mayo
V 13	YD78663	70	2022/04/26	Mayo
V 15	YD78665	70	2022/04/26	Mayo
V 17	YD78667	70	2022/04/26	Mayo
V 19	YD78669	70	2022/04/26	Mayo
V 21	YD78671	70	2022/04/26	Mayo
V 23	YD78673	70	2022/04/26	Mayo
V 26	YD78676	70	2021/04/26	Mayo
V 29 to 34	YD78679 to YD78684	70	2022/04/26	Mayo
V 59 to 64	YD78709 to YD78714	70	2022/04/26	Mayo
V 89 to 90	YD78739 to YD78740	70	2021/04/26	Mayo
V 139 to 141	YD78789 to YD78791	70	2022/04/26	Mayo
V 159 to 160	YD78809 to YD78810	70	2022/04/26	Mayo
V 182	YD78832	70	2022/04/26	Mayo
V 197	YD78847	70	2022/04/26	Mayo
V 199	YD78849	70	2022/04/26	Mayo
W 1 to 11	YD79001 to YD79011	70	2021/04/26	Mayo
W 12	YD79012	70	2021/04/26	Mayo
W 13	YD79013	70	2021/04/26	Mayo
W 14	YD79014	70	2021/04/26	Mayo
W 15	YD79015	70	2021/04/26	Mayo
W 16	YD79016	70	2021/04/26	Mayo
W 17	YD79017	70	2021/04/26	Mayo
W 18	YD79018	70	2021/04/26	Mayo
W 159 to 164	YD79159 to YD79164	70	2021/04/26	Mayo
W 191 to 198	YD79191 to YD79198	70	2021/04/26	Mayo
W 213	YD79213	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
W 215	YD79215	70	2021/04/26	Mayo
W 217	YD79217	70	2021/04/26	Mayo
W 219	YD79219	70	2021/04/26	Mayo
W 221	YD79221	70	2021/04/26	Mayo
W 223	YD79223	70	2021/04/26	Mayo
W 225 to 228	YD79225 to YD79228	70	2021/04/26	Mayo
W 243 to 256	YD79243 to YD79256	70	2021/04/26	Mayo
W 271 to 272	YD79271 to YD79272	70	2021/04/26	Mayo
W 273	YD79273	70	2021/04/26	Mayo
W 274	YD79274	70	2021/04/26	Mayo
W 275	YD79275	70	2021/04/26	Mayo
W 276	YD79276	70	2021/04/26	Mayo
W 277	YD79277	70	2021/04/26	Mayo
W 278	YD79278	70	2021/04/26	Mayo
W 280	YD79280	70	2021/04/26	Mayo
W 282 to 283	YD79282 to YD79283	70	2021/04/26	Mayo
W 285	YD79285	70	2021/04/26	Mayo
W 287	YD79287	70	2021/04/26	Mayo
W 289	YD79289	70	2021/04/26	Mayo
W 291	YD79291	70	2021/04/26	Mayo
W 293	YD79293	70	2021/04/26	Mayo
W 295	YD79295	70	2021/04/26	Mayo
W 297	YD79297	70	2021/04/26	Mayo
W 299 to 300	YD79299 to YD79300	70	2021/04/26	Mayo
W 301 to 306	YD79301 to YD79306	70	2021/04/26	Mayo
W 315 to 336	YD79315 to YD79336	70	2021/04/26	Mayo
W 345 to 352	YD79345 to YD79352	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
W 640 to 645	YD78640 to YD78645	70	2021/04/26	Mayo
Waldo 1 to 28	YE50943 to YE50970	70	2021/08/17	Mayo
X 21	YD152823	70	2022/03/23	Mayo
X 23	YD152825	70	2022/03/23	Mayo
X 25	YD152827	70	2022/03/23	Mayo
X 27	YD152829	70	2022/03/23	Mayo
X 29	YD152831	70	2022/03/23	Mayo
X 31	YD152833	70	2022/03/23	Mayo
X 33	YD152835	70	2022/03/23	Mayo
X 35	YD152837	70	2022/03/23	Mayo
X 49	YD152851	70	2022/03/23	Mayo
X 51	YD152853	70	2022/03/23	Mayo
X 332	YD153134	70	2021/04/26	Mayo
X 334	YD153136	70	2021/04/26	Mayo
X 336 to 338	YD153138 to YD153140	70	2021/04/26	Mayo
X 339 to 350	YD153141 to YD153152	70	2021/04/26	Mayo
X 406	YD153208	70	2021/04/26	Mayo
X 408	YD153210	70	2021/04/26	Mayo
X 410	YD153212	70	2021/04/26	Mayo
X 423 to 426	YD153225 to YD153228	70	2021/04/26	Mayo
X 427 to 428	YD153229 to YD153230	70	2021/04/26	Mayo
X 441 to 444	YD153243 to YD153246	70	2021/04/26	Mayo
X 445 to 446	YD153247 to YD153248	70	2021/04/26	Mayo
X 459 to 462	YD153261 to YD153264	70	2021/04/26	Mayo
X 463 to 464	YD153265 to YD153266	70	2021/04/26	Mayo

Claim Name	Grant Number	% Interest	Expiry Date	District
X 466	YD153268	70	2021/04/26	Mayo
X 468	YD153270	70	2021/04/26	Mayo
X 470	YD153272	70	2021/04/26	Mayo
X 477 to 492	YD153279 to YD153294	70	2021/04/26	Mayo
X 493	YD153295	70	2021/04/26	Mayo

**Property: Rogue**

Claim Name	Grant Number	% Interest	Expiry Date	District
A 94	YD65984	100	2021/10/19	Mayo
A 96	YD65986	100	2021/10/19	Mayo
A 264	YD66153	100	2021/10/19	Mayo
A 319	YD66208	100	2021/10/19	Mayo
A 321	YD66210	100	2021/10/19	Mayo
AL 1	YC69941	100	2021/10/19	Mayo
AL 3	YC69943	100	2021/10/19	Mayo
AL 118	YC97604	100	2021/10/19	Mayo
AR 1 to 22	YD79975 to YD79996	100	2021/09/10	Mayo
AR 23 to 36	YE51087 to YE51100	100	2021/09/10	Mayo
AR 37 to 40	YC97641 to YC97644	100	2021/09/10	Mayo
AR 41 to 46	YD17339 to YD17344	100	2021/09/10	Mayo
AR 47 to 56	YD17291 to YD17300	100	2021/09/10	Mayo
AR 57 to 90	YD17257 to YD17290	100	2021/09/10	Mayo
B 236	YD66573	100	2021/10/19	Mayo
B 238	YD66575	100	2021/10/19	Mayo
B 240 to 244	YD66577 to YD66581	100	2021/10/19	Mayo
B 276	YD66611	100	2021/10/19	Mayo
B 301	YD66636	100	2021/10/19	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
B 303	YD66638	100	2021/10/19	Mayo
B 305	YD66640	100	2021/10/19	Mayo
B 307	YD66642	100	2021/10/19	Mayo
E 362	YD68318	100	2021/10/19	Mayo
E 466 to 467	YD68422 to YD68423	100	2021/10/19	Mayo
E 483	YD68439	100	2022/10/19	Mayo
E 485	YD68441	100	2022/10/19	Mayo
JP 1 to 2	YC97571 to YC97572	100	2021/10/19	Mayo
JP 5	YC97575	100	2021/10/19	Mayo
JP 7	YC97577	100	2021/10/19	Mayo
RS 8	YC97594	100	2021/10/19	Mayo
Wilson 1	YC57747	100	2021/10/19	Mayo

**Property: Tosh**

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
K 72	YE51012	100	2021/06/28	Whitehorse
K 74	YE51014	100	2021/06/28	Whitehorse
K 76	YE51016	100	2021/06/28	Whitehorse
K 78	YE51018	100	2021/06/28	Whitehorse
K 80	YE51020	100	2021/06/28	Whitehorse
KOOSE 1 to 8	YC94658 to YC94665	100	2025/07/08	Whitehorse
KR 1 to 14	YC26710 to YC26723	100	2022/03/15	Whitehorse
KR 17 to 32	YC26724 to YC26739	100	2022/03/15	Whitehorse
KR NORTH 85 to 88	YD30885 to YD30888	100	2021/08/27	Whitehorse
KR NORTH 111 to 114	YD30911 to YD30914	100	2021/08/27	Whitehorse
KR PAN 5 to 6	YD30919 to YD30920	100	2021/08/27	Whitehorse
KR PAN 11	YD30925	100	2021/08/27	Whitehorse

KR PAN 13	YD30927	100	2021/08/27	Whitehorse
KR PAN 15	YD30929	100	2021/08/27	Whitehorse
KR PAN 17	YD30931	100	2021/08/27	Whitehorse
KR PAN 19	YD30933	100	2021/08/27	Whitehorse
KR PAN 21	YD30935	100	2021/08/27	Whitehorse
KR PAN 35	YD30949	100	2021/08/27	Whitehorse
KR PAN 37	YD30951	100	2021/08/27	Whitehorse
KR PAN 39	YD30953	100	2021/08/27	Whitehorse
KR PAN 41	YD30955	100	2021/08/27	Whitehorse
KR PAN 43	YD30957	100	2021/08/27	Whitehorse
KR PAN 45	YD30959	100	2021/08/27	Whitehorse
KR PAN 47	YD30961	100	2021/08/27	Whitehorse
KR RON 19 to 20	YD30981 to YD30982	100	2024/08/27	Whitehorse
KR RON 27 to 28	YD30989 to YD30990	100	2024/08/27	Whitehorse
KR RON 33 to 36	YD30995 to YD30998	100	2024/08/28	Whitehorse
T 17	YE51037	100	2021/06/28	Whitehorse
T 19	YE51039	100	2021/06/28	Whitehorse
YARROW 1 to 4	YC94666 to YC94669	100	2021/07/24	Whitehorse

**Property: Cliff**

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
CLIFF 19 to 28	YD125161 to YD125170	100	2022/01/06	Whitehorse
CLIFF 51	YD125193	100	2022/01/06	Whitehorse
CLIFF 53	YD125195	100	2022/01/06	Whitehorse
CLIFF 55	YD125197	100	2022/01/06	Whitehorse
CLIFF 57	YD125199	100	2022/01/06	Whitehorse
CLIFF 59	YD125201	100	2022/01/06	Whitehorse
CLIFF 61 to 66	YE51181 to YE51186	100	2022/06/28	Whitehorse
CLIFF 67 to 68	YE51187 to YE51188	100	2021/06/28	Whitehorse
CLIFF 85 to 88	YE51305 to YE51308	100	2022/06/28	Whitehorse
CLIFF 90	YE51310	100	2022/06/28	Whitehorse
CLIFF 92	YE51312	100	2022/06/28	Whitehorse

**Property: Rainbow**

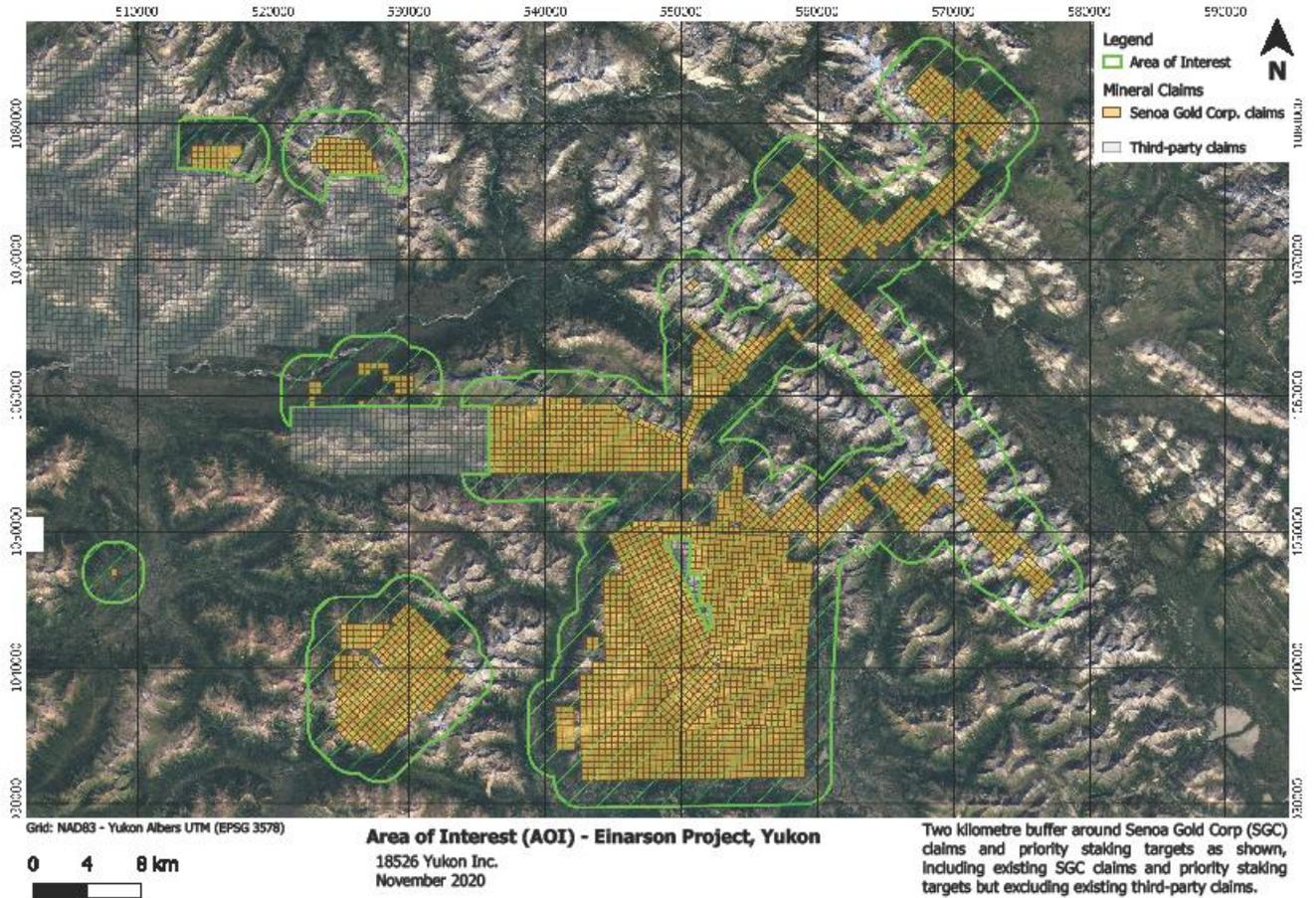
<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
End of the 1 to 6	YE51692 to YE51697	70	2021/09/20	Mayo

**Property: Cynthia**

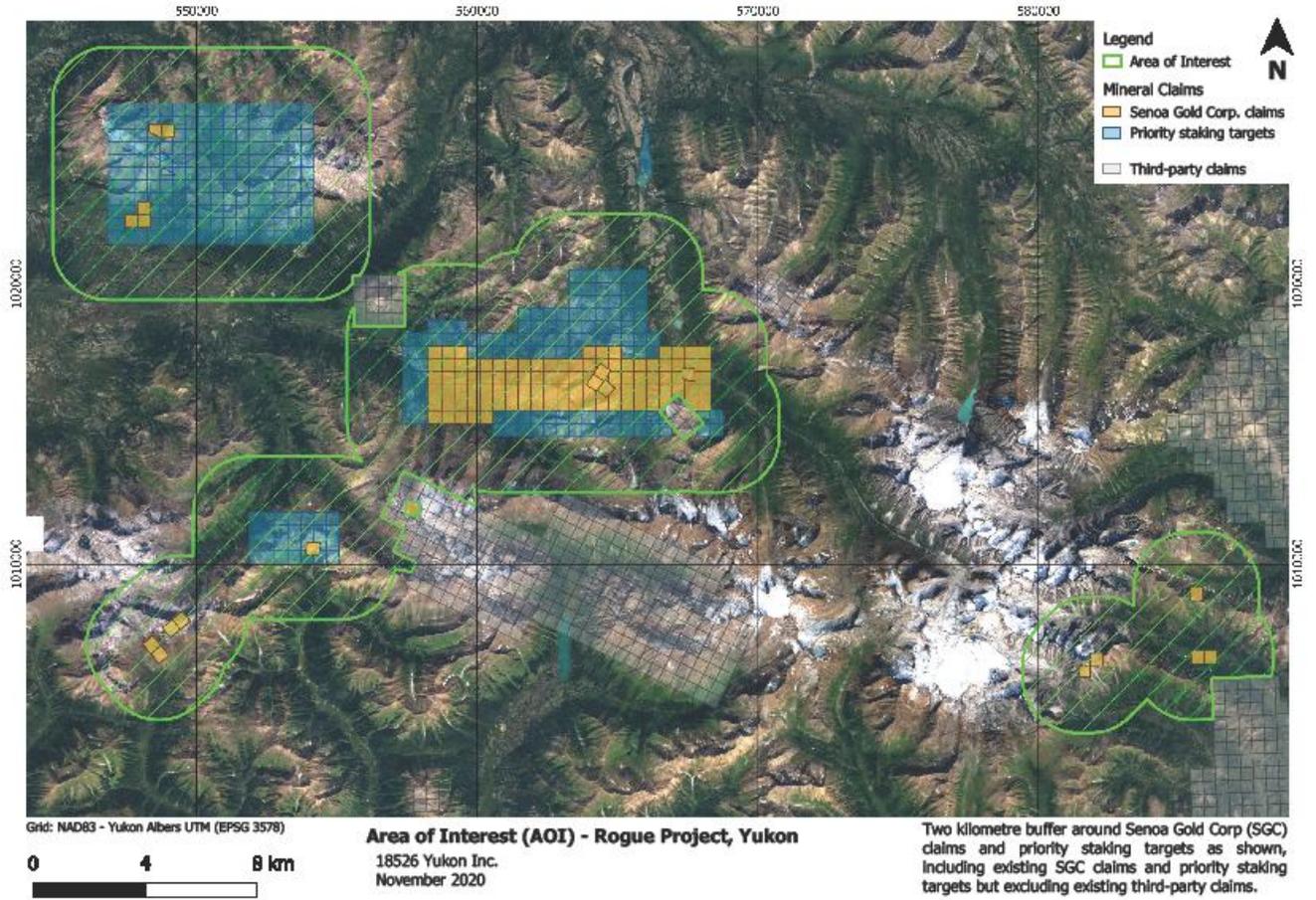
<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Cynthia 10	YC10266	100	2021/06/17	Mayo
Cynthia 11 to 14	YC10730 to YC10733	100	2021/07/11	Mayo
Cynthia 21 to 26	YC10740 to YC10745	100	2021/07/11	Mayo

### PROPERTY CLAIMS MAPS

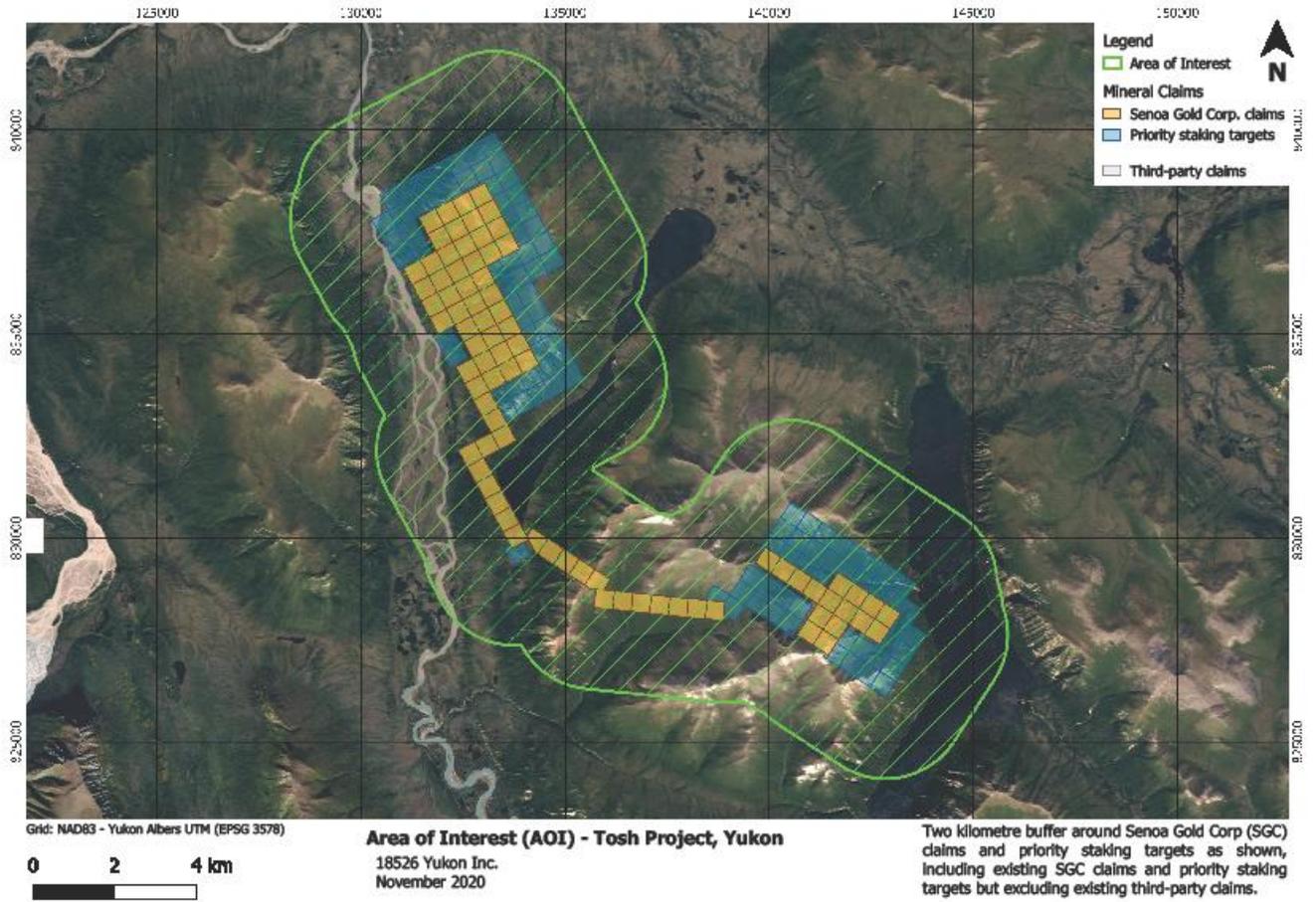
Property: Einarson



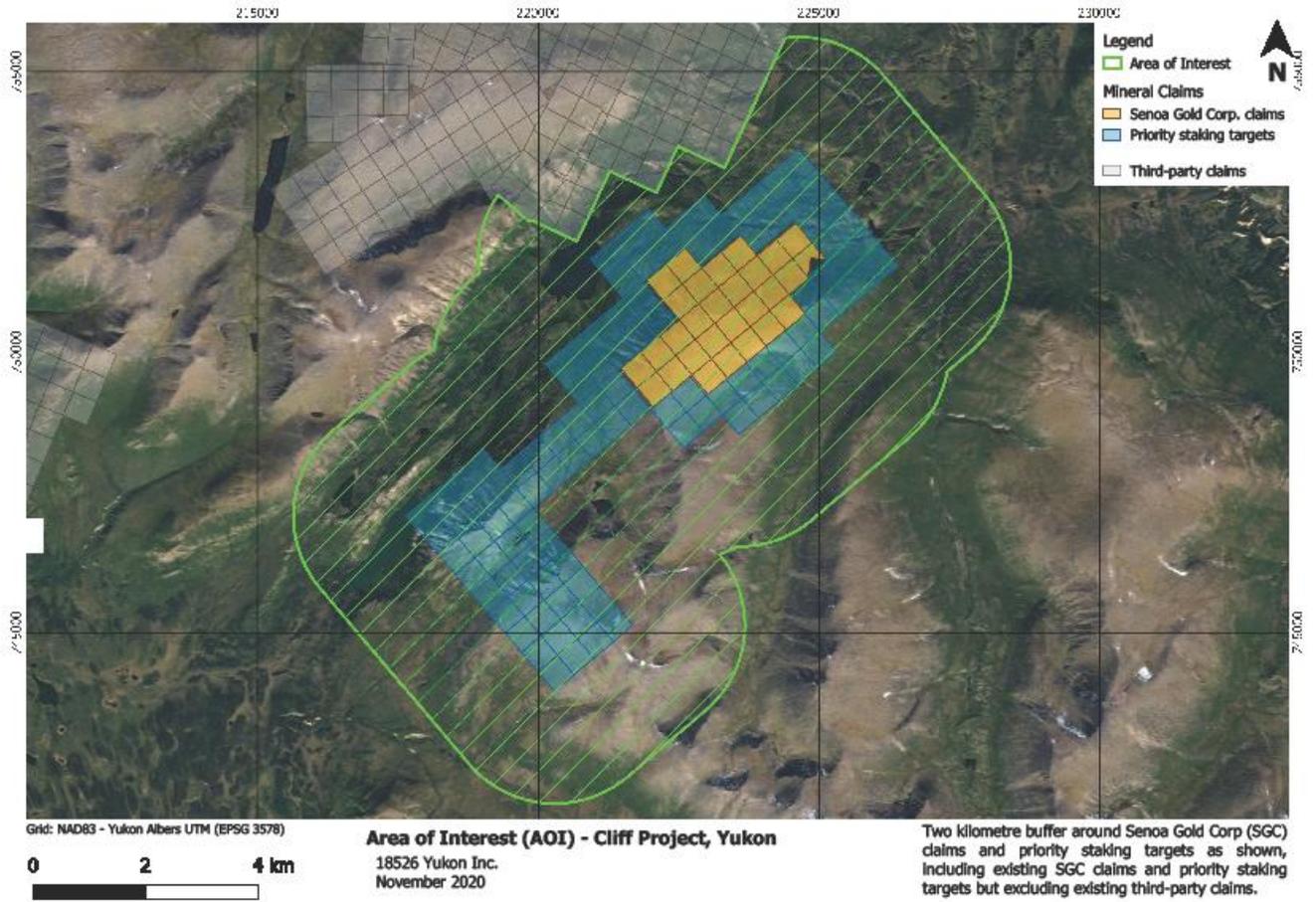
Property: Rogue



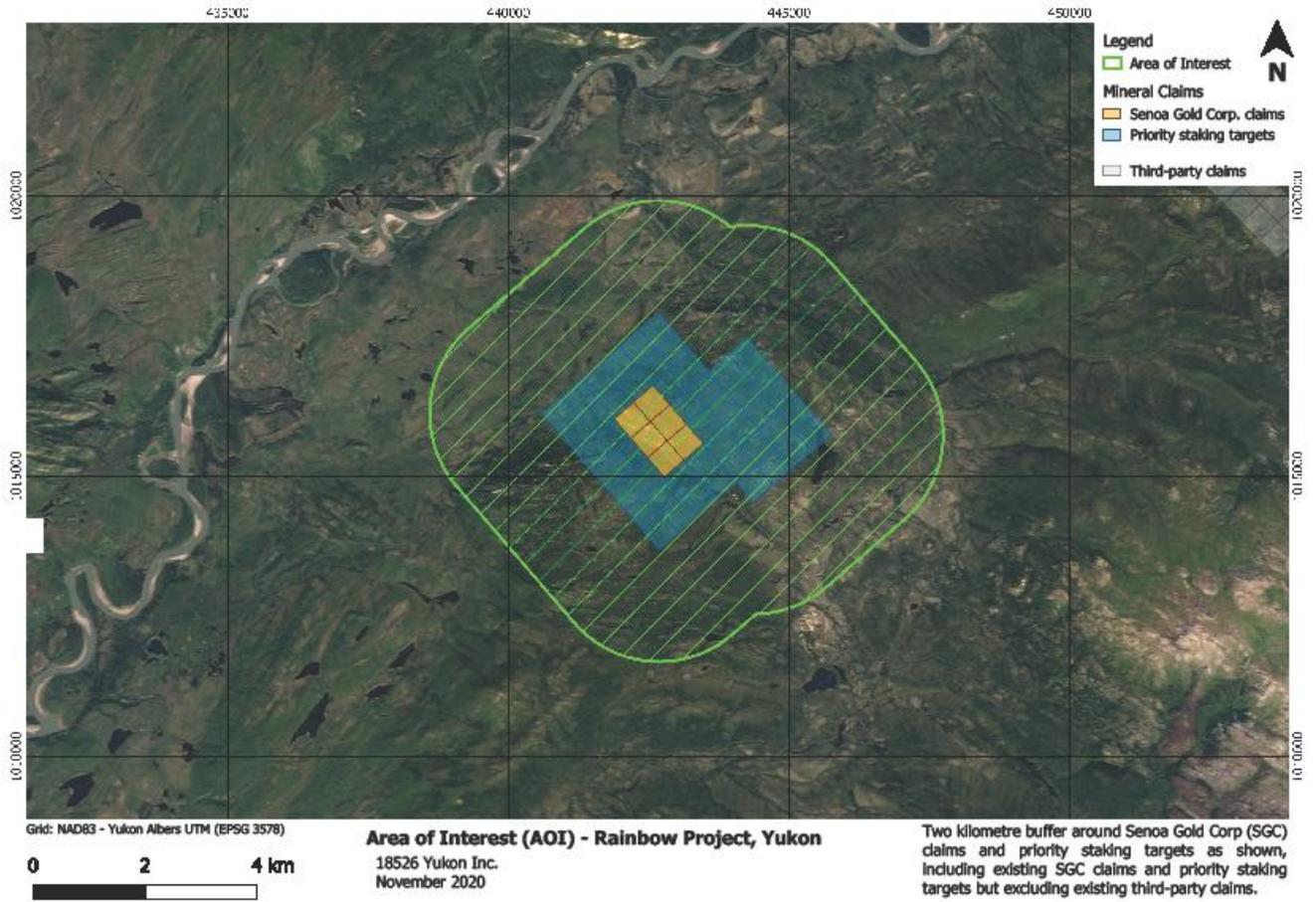
Property: Tosh



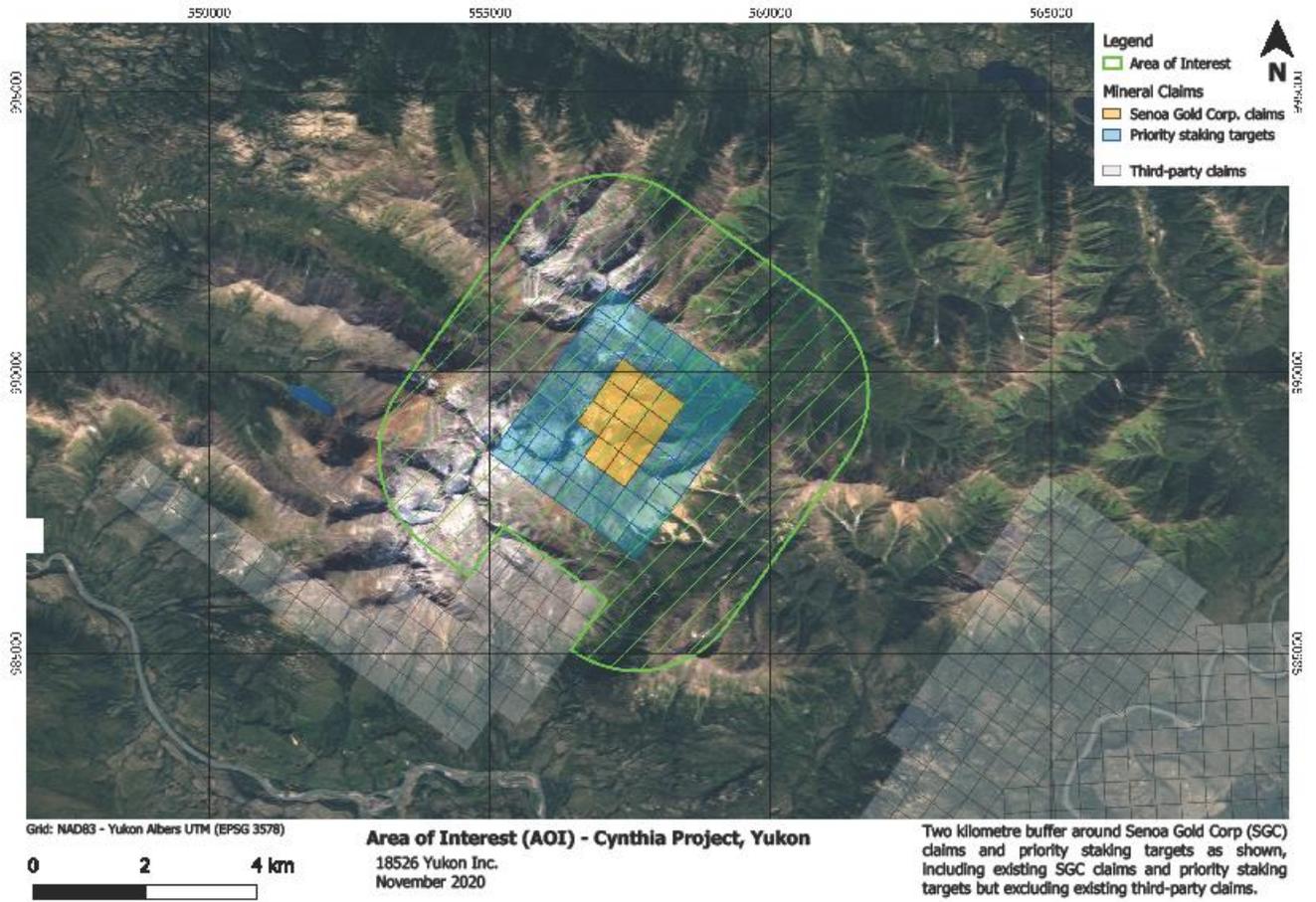
Property: Cliff



Property: Rainbow



Property: Cynthia



**SCHEDULE “B”**

**PROMISSORY NOTE**

TO: 18526 Yukon Inc. (the “**Lender**”)  
FROM: Skyledger Tech Corp. (the “**Borrower**”) and Senoa Gold Corp. (the “**Guarantor**”)  
RE: Purchase and Sale Agreement dated December 1, 2020 among the Lender, the Borrower and the Guarantor (the “**Purchase Agreement**”)  
DATED: ●, 2021 (the “**Execution Date**”)

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1. **Definitions.** In this note, in addition to the terms defined above, the following definitions apply:

“**AOI Property**” has the meaning ascribed thereto in the Purchase Agreement.

“**Bankruptcy Event**” means, with respect to the Borrower or the Guarantor, that

- (a) the Borrower or the Guarantor fails to pay or perform its obligations generally as they become due or admits its inability to pay its debts generally,
- (b) the Borrower or the Guarantor is an insolvent person or commits or threatens to commit an act of bankruptcy within the meaning of the *Bankruptcy and Insolvency Act* (Canada),
- (c) a Bankruptcy Proceeding (excluding any Bankruptcy Proceeding instituted against Borrower that is being contested by the Borrower or the Guarantor in good faith by appropriate proceedings so long as enforcement remains stayed, none of the relief sought is granted (either on an interim or permanent basis), and the Bankruptcy Proceeding is dismissed within 30 days of its commencement), or
- (d) the Borrower or the Guarantor takes any action to authorize any of the actions set forth above in this definition.

“**Bankruptcy Proceeding**” means, with respect to the Borrower or the Guarantor, the commencement of any proceeding or the taking of any step, whether voluntary or involuntary or whether instituted by or against that Person, under the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada), the *Winding-Up and Restructuring Act* (Canada), or any other similar legislation of any jurisdiction seeking any of the following or resulting, by operation of law, in the bankruptcy of that Person:

- (a) any moratorium, reorganization, adjustment, composition, proposal, compromise, arrangement, or other similar relief in respect of any or all of the Borrower’s or the Guarantor’s obligations,
- (b) the winding up, liquidation, or dissolution of the Borrower or the Guarantor or all or any part of its respective businesses, undertaking, properties, and assets,
- (c) any order declaring, finding, or adjudging the Borrower insolvent or bankrupt, or

- (d) the appointment (provisional, interim, or permanent) of any receiver, receiver and manager, trustee, monitor, custodian, liquidator, or other person with similar powers.

“**Business Day**” means a day other than a Saturday, a Sunday, or any other day on which the principal chartered banks located in Whitehorse Yukon or Vancouver, British Columbia are not open for business.

“**Claims**” has the meaning ascribed thereto in the Purchase Agreement.

“**Claims Mortgage**” has the meaning ascribed thereto in the Purchase Agreement.

“**Default**” means the occurrence of one or more of the following events:

- (a) the Borrower or the Guarantors defaults in the payment or performance of any obligation under this note or under any other document in respect of any other debt for borrowed money,
- (b) the Borrower or the Guarantor denies its obligations under this note or the Borrower or the Guarantor claims that this note is invalid or has been withdrawn in whole or in part,
- (c) any legislation is enacted or any decree or order of a court, statutory board, or commission is entered into or obtained that renders this note or any material provision of it unenforceable, unlawful, or otherwise changed, if the Borrower or the Guarantor does not, within 10 days of receipt of notice of the note or material provision becoming unenforceable, unlawful, or otherwise changed, amend this note or replace this note with a new note each of which is in form and substance satisfactory to the Lender at its discretion,
- (d) a Bankruptcy Event occurs with respect to the Borrower or the Guarantor,
- (e) any act, matter, or thing is done, or any action or proceeding is taken, with a view to terminating the Borrower’s or the Guarantor’s existence,
- (f) the Borrower or the Guarantor ceases to carry on its business or makes, or proposes to make, any sale of its assets in bulk or any sale of its assets out of the usual course of its business,
- (g) any Person takes possession of any of the Borrower’s or the Guarantor’s property that is material to its financial condition, business, or operations by way of or in contemplation of enforcement of security, or a distress, execution, or similar process is levied or enforced against that property, or
- (h) the Guarantor shall, directly or indirectly, sell, assign, transfer or agree to sell, assign or transfer all or any part of the Claims or the Identified Claims or any claims acquired as AOI Property (either on its own or from the Lender) prior to the repayment in full of all Principal and to the extent applicable, interest owing hereunder to the Vendor.

“**Governmental Authority**” means: (a) the government of Canada or any other nation; (b) any central bank, court, tribunal, arbitral body, regulatory body (including any stock exchange), commission (including any securities commission), board, bureau, agency, authority, or other entity exercising executive, legislative, judicial, taxing, regulatory, or administrative powers or functions of, or pertaining to, any of the foregoing; and (c) any political or other subdivision of any of the foregoing.

“**Guarantor Obligations**” has the meaning ascribed thereto in Section 17(a).

“**Identified Claims**” has the meaning ascribed thereto in the Purchase Agreement.

“**Insolvency Laws**” has the meaning ascribed thereto in the Purchase Agreement.

“**Interest**” means interest at the Prime Rate, calculated monthly in arrears and payable both before and after default of this note.

“**Maturity Date**” means ●, 2025.

“**Notice**” means any notice, request, direction, or other document that a party can or must make or give under this note.

“**Person**” includes any individual, corporation, company, partnership, Governmental Authority, joint venture, association, trust, or any other entity.

“**Prime Rate**” means, at any particular time, the prime rate of the Bank of Canada.

“**Principal**” means the sum of \$1,000,000.

2. **References to specific terms**

(a) **Accounting principles.** Unless otherwise specified, where the character or amount of any asset or liability, item of revenue, or expense is required to be determined, or any consolidation or other accounting computation is required to be made, that determination or calculation will be made in accordance with International Financial Reporting Standards (“**IFRS**”).

(b) **Currency.** Unless specified otherwise, all dollar amounts expressed in this agreement refer to Canadian currency.

(c) **“Including.”** Where this note uses the word “including,” it means “including without limitation,” and where it uses the word “includes,” it means “includes without limitation.”

3. **Indebtedness.** For value received and as provided in the Purchase Agreement, the Borrower promises to pay to, or to the order of, the Lender the Principal in lawful money of Canada in immediately available funds at the address noted in Section 18 or as the Lender may otherwise designate in writing from time to time (including without limitation, as and by way of wire transfer) in the manner provided in this note together with other monies that the Borrower may owe from time to time under this note.

4. **Interest.** This note is non-Interest bearing unless and until there shall occur a Default hereunder. Upon the happening of a Default, the Principal shall commence bearing Interest at the Prime Rate. If as and when Interest becomes payable under this note, then for the purpose of the Interest Act (Canada), the yearly rate of Interest applicable to amounts owing under this note will be calculated on the basis of a 365 day year.

5. **Repayment.** The Borrower shall pay to the Lender the Principal in tranches as follows:

(a) \$250,000 on the first anniversary of the Execution Date;

(b) \$250,000 on the second anniversary of the Execution Date;

(c) \$250,000 on the third anniversary of the Effective Date; and

(d) \$250,000 on the fourth anniversary of the Effective Date.

Payment of each of the \$250,000 tranches is due and payable on each such anniversary as set forth in Sections 5(a) through (d) inclusive and must be received by the Lender by 5:00 p.m. Pacific Time on the applicable anniversary date. Any payments not received by 5:00 p.m. Pacific Time on a Business Day will be deemed to have been received on the next Business Day. If an anniversary date for payment shall fall on a day that is not a Business Day, that applicable payment is due on the next following Business Day.

6. **Prepayment.** At any time prior to the Maturity Date the Borrower may prepay the Principal either in whole at one time or in part from time to time without Notice to the Lender, penalty, or bonus, together with all and, in the case of prepayment in whole, all other monies owing under this note.
7. **Application of payments.** The Lender shall apply any amount paid in satisfaction of any indebtedness under this note first against any accrued and unpaid Interest and second against the outstanding Principal.
8. **Acceleration.** When a Default occurs the full unpaid balance of the Principal shall immediately become due and payable and Interest at the Prime Rate shall commence and shall be payable both before and after default, all without any action required of the Lender.
9. **Covenants.** While any amount owing under this note remains unpaid or the Borrower owes any obligations under this note, the Borrower and the Guarantor jointly and severally covenant with the Lender as follows:
  - (a) Each of the Borrower and the Guarantor shall preserve and maintain its existence.
  - (b) Each of the Borrower and the Guarantor shall keep accurate and complete books, records, and accounts in connection with all of its business activities in accordance with sound accounting practices and with IFRS, consistently applied.
  - (c) Without the Lender's prior written consent, neither the Borrower nor the Guarantor shall liquidate, wind up, or dissolve itself, or permit any liquidation, winding-up, or dissolution.
10. **Security.** The Borrower and the Guarantor acknowledge and agree that this note is secured by the Claims Mortgage.
11. **No set-off.** Neither the Borrower or the Guarantor shall exercise any right of set-off in connection with amounts that may be owed by the Lender from time to time as against any amounts that the Borrower or the Guarantor may owe under this note.
12. **Further assurances.** The Borrower and the Guarantor, at their own sole cost and expense and at the Lender's request, shall sign (or cause to be signed) all further documents or do (or cause to be done) all further acts and provide all reasonable assurances as may reasonably be necessary or desirable to give effect to this note.
13. **Amendment.** This note may only be amended by a written document signed by the Borrower, the Guarantor and the Lender.
14. **Conflict of terms.** If there is any inconsistency between the terms of this note and those in any document entered into under this note, the terms of this note will prevail.
15. **Binding effect.** This note enures to the benefit of and binds the Lender and the Borrower and Guarantor parties and their respective successors, and assigns.

16. **Assignment.** The Lender may assign this note in whole or in part to any Person without Notice to or the consent of the Borrower or the Guarantor. Without the prior written consent of the Lender, neither the Borrower nor the Guarantor may assign this note.
17. **The Guarantor's Guarantee.**
- (a) The Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as a direct obligation in favour of the Lender the full and timely performance, observance and payment by the Borrower of each and every covenant, agreement, undertaking, representation, warranty, indemnity and obligation of the Borrower contained in this note (collectively, the "**Guarantor Obligations**").
  - (b) The liability of the Guarantor under this Section 17 shall be absolute and unconditional and shall be in effect irrespective of: (i) any failure, neglect or omission on the part the Lender or any other person to realize upon any obligations or liabilities of the Borrower; (ii) any amalgamation, merger or reorganization of the Borrower, in which event the guarantee of the Guarantor shall apply to the entity resulting therefrom; (iii) any change in the name, share capital or constating documents of the Borrower or the Guarantor; (iv) any amalgamation, merger or reorganization of the Borrower or the Guarantor; (v) any sale, lease or transfer of the assets of the Borrower or the Guarantor; (vi) any change in the ownership of any shares in the capital of the Borrower or the Guarantor; (vii) any amendment or modification of this Agreement; (viii) any other occurrence or circumstances whatsoever similar to the foregoing; or (ix) to the extent permitted by applicable Law, any other circumstances which might otherwise constitute a defence available to, or a discharge of, the Guarantor in respect of its guarantee and which do not constitute a defence available to, or a discharge of, the Borrower in respect of the Guarantor Obligations.
  - (c) The obligations and liabilities of the Guarantor hereunder shall not be impaired, diminished, abated or otherwise affected by the commencement by or against the Borrower of any proceedings under any bankruptcy or Insolvency Law or laws relating to the relief of debtors, re-adjustment of indebtedness, reorganization, arrangements, compositions or extensions or other similar Laws.
  - (d) The Guarantor shall promptly (and, in any case, within five Business Days) after demand in writing from the Lender, without any evidence that the Lender has demanded that the Borrower perform, observe or pay any of the Guarantor Obligations or that the Borrower failed to do, perform, observe or pay the Guarantor Obligations. If the Lender makes a demand upon the Borrower, the Guarantor shall be held and bound to the Lender as a principal debtor in respect of the Guarantor Obligations and the Guarantor shall pay the Lender each of the Guarantor Obligations free and clear and without deduction or withholdings of any kind.
18. **Notice.** To be effective, a Notice must be in writing and delivered: (a) personally; (b) by registered mail; or (c) by electronic mail; in each instance to the address or electronic mail address set out below, or to any other address or electronic mail address as the Lender may from time to time designate to the Borrower in the same manner:

in the case of the Lender, to:

Box 11250  
Whitehorse, YT Y1A 6N4

Attention: J. Scott Berdahl  
Email: [Redacted personal information]

Any Notice is effective: (i) if personally delivered, as described above, on the day of delivery if that day is a Business Day and it was received before 5:00 p.m. local time in the place of receipt and otherwise on the next Business Day; (ii) if sent by registered mail, on the fourth Business Day following the day on which it is mailed, except that if at any time between the date of mailing and the fourth Business Day thereafter there is a disruption of postal service then, Notice must be given by means other than mail; (iii) if sent by electronic mail, on the Business Day it is sent if it is sent 5:00 p.m. local time in the place of receipt, and otherwise on the next Business Day.

19. **Severability.** The invalidity or unenforceability of any particular term of this note will not affect or limit the validity or enforceability of the remaining terms.
20. **Waiver.**
  - (a) **General.** No waiver of satisfaction of a condition or breach or non-performance of an obligation (including any Default) under this note is effective unless it is in writing and signed by the Lender. No waiver under this Section will be deemed to extend to a subsequent occurrence, whether or not that occurrence is the same or similar to the original occurrence that was waived nor will it affect the exercise of any other rights or remedies under this note. Any failure or delay in exercising any right or remedy will not constitute, or be deemed to constitute, a waiver of that right or remedy. No single or partial exercise of any right or remedy will preclude any other or further exercise of any right or remedy.
  - (b) **Specific.** The Borrower waives presentment for payment, demand, protest, Notice of any kind, and statutory days of grace in connection with this note. The Borrower agrees that it is not necessary for the Lender to first bring legal action in order to enforce payment of this note.
21. **Governing Law.** The laws of British Columbia and the laws of Canada applicable in that province, excluding any rule or principle of conflicts of law that may provide otherwise, govern this note.
22. **Submission to jurisdiction.** The Borrower irrevocably attorns to the jurisdiction of the courts of British Columbia which will have non-exclusive jurisdiction over any matter arising out of this note.
23. **Copy of note.** The Borrower acknowledges receipt of an executed copy of this note.

[signature blocks appear on next page]

**SKYLEDGER TECH CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**SENOA GOLD CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE “C”**

**RESOURCE BONUS PAYMENT AGREEMENT**

THIS AGREEMENT is made as of the ● day of ●, 2021 (the “**Execution Date**”)

**A M O N G:**

**SKYLEDGER TECH CORP.**, a corporation incorporated and organized under the Laws of the Province of British Columbia

(the “**Payor**”)

- and -

**SENOA GOLD CORP.**, a corporation incorporated and organized under the laws of the Yukon

(the “**Guarantor**”)

- and -

**18526 YUKON INC.**, a corporation incorporated and organized under the Laws of the Yukon

(the “**Recipient**”)

**WHEREAS:**

- A. The Payor, the Recipient and the Guarantor executed and delivered a purchase and sale agreement dated December 1, 2020 (the “**Purchase Agreement**”) pursuant to which, among other things, the Recipient agreed to sell and the Payor agreed to purchase, all of the issued shares of the Guarantor;
- B. The Guarantor is the legal and beneficial owner of the claims located in the Yukon more particularly described in Schedule “A”, owning that percentage interest therein as shown in Schedule “A”;
- C. In the Purchase Agreement, the Payor agreed to pay to the Recipient a certain resource bonus payment on each of the six claim groups forming a part of the Claims, contingent upon the occurrence of certain resources being established, announced, published or declared (each, an “**Establishment**”);
- D. The Purchase Agreement contains a Vendor AOI Covenant with respect to the AOI Property for a period of two years from the date hereof (the “**Vendor AOI Covenant Term**”), which Vendor AOI Covenant is personal to the Payor and the Guarantor and does not follow or attach to any of the Claims;
- E. The Purchase Agreement contains a Purchaser AOI Covenant with respect to the AOI Property for a period of four years from the date hereof (the “**Purchaser AOI Covenant Term**”);
- F. The Parties have also agreed that if the Payor or the Guarantor acquires claims within the AOI Property either by reason of the Vendor AOI Covenant or the Purchaser AOI Covenant, such acquired claims shall form a part of this Agreement and the Parties shall sign an amendment of this Agreement to reflect such fact;

- G. The Purchase Agreement provides that on closing the Payor, the Guarantor and the Recipient shall execute and deliver a resource bonus payment agreement with respect to the resource bonus;
- H. The Parties are therefore desirous of executing and delivering this Agreement, all on and subject to the terms and conditions herein contained;
- I. The Guarantor joins in this Agreement for the specific purposes set out herein; and
- J. All capitalized terms when used in these recitals and not otherwise defined in these recitals shall have the respective meanings ascribed thereto in Section 1.1;

NOW THEREFORE, in consideration of the mutual covenants made in this Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties and subject to the conditions hereinafter set forth, the Parties agree as follows:

## **ARTICLE 1 INTERPRETATION**

### **1.1 Definitions**

In this Agreement, including the recitals hereto and the Schedules, unless the context otherwise requires, the following capitalized words and phrases shall have the following meanings, and grammatical variations thereof shall have corresponding meanings:

- (i) “**100% Owned Claims**” means the Einarson 100% Claims, the Rogue Claims, the Tosh Claims, the Cliff Claims, the Rainbow Claims and the Cynthia Claims.
- (ii) “**Affiliate**” means, with respect to any Person, any other Person which directly or indirectly, through one or more intermediaries, controls, is controlled by or is under common control with such Person, where the term “**control**” (including, with correlative meanings, the terms “**controlled by**” and “**under common control with**”), as applied to any Person, means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of that Person, whether through the ownership of voting securities, by contract or otherwise.
- (iii) “**Agreement**” means this resource bonus payment agreement, including its Schedule, as the same may be amended or supplemented from time to time.
- (iv) “**AOI Property**” means any interest or right including any mineral rights or other rights (direct or indirect) in any property which is all or partly within the Area of Interest, save and except for the Area of Interest Excluded Property.
- (v) “**Area of Interest**” means the land included within two kilometres of the outside perimeter of each of the Claims Groups and the Identified Claims, as shown in the property claims maps attached as Schedule “A”.
- (vi) “**Area of Interest Excluded Property**” means the property identified as such in the property claims maps attached as Schedule “A”.
- (vii) “**Claims**” means collectively, the Einarson 100% Claims, the Einarson 70% Claims, the Rogue Claims, the Tosh Claims, the Cliff Claims, the Rainbow Claims and the Cynthia Claims, including any Identified Claims.

- (viii) “**Claims Groups**” has the meaning ascribed thereto in Section 2.1(i).
- (ix) “**Claims Mortgage**” means the Mortgage in Support of Guarantee substantially in the form of Schedule “B”, which shall be executed by the Payor and the Recipient and which shall also be executed by the Guarantor in order to collateralize, among other things, the payment and performance obligations set forth in this Agreement.
- (x) “**Claims Transferee**” has the meaning ascribed thereto in Section 7.2(i).
- (xi) “**Cliff Claims**” means those claims which are 100% owned by the Guarantor and which are listed as the Cliff Claims in attached Schedule “A” with a notation as to 100% in such Schedule under the heading “**% Interest**”.
- (xii) “**Cynthia Claims**” means those claims which are 100% owned by the Guarantor and which are listed as the Cynthia Claims in attached Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.
- (xiii) “**Disposition**” has the meaning ascribed thereto in Section 7.2.
- (xiv) “**Dispute**” has the meaning ascribed thereto in Section 8.1.
- (xv) “**Dispute Notice**” has the meaning ascribed thereto in Section 8.1.
- (xvi) “**Dispute Representative**” has the meaning ascribed thereto in Section 8.2(a).
- (xvii) “**Einarson 100% Claims**” means those claims which are 100% owned by the Guarantor and which are listed as the Einarson Claims in attached Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.
- (xviii) “**Einarson 70% Claims**” means those claims which are 70% owned by the Guarantor and which are listed as the Einarson Claims in attached Schedule “A”, with a notation as to 70% in such Schedule under the heading “**% Interest**”.
- (xix) “**Encumbrance**” means any mortgage, pledge, charge, hypothec, lien (statutory or otherwise), security interest or other encumbrance of any kind or nature whatsoever, including conditional sales or other title retention agreement or prior claims of any kind, including leases, options, easements, rights of way, restrictions, executions, royalties or other encumbrances affecting title, whether or not registered or recorded.
- (xx) “**Establishment**” has the meaning ascribed thereto in Recital C and “**Establish**” shall have a correlative meaning.
- (xxi) “**Event of Default**” has the meaning ascribed thereto in Section 6.1.
- (xxii) “**Execution Date**” has the meaning ascribed thereto on page one of this Agreement.
- (xxiii) “**Feasibility Study**” means a comprehensive technical and economic study of the selected development option for a mineral project that includes appropriately detailed assessments of applicable Modifying Factors together with any other relevant operational factors and detailed financial analysis that are necessary to demonstrate, at the time of reporting, that extraction is reasonably justified (economically mineable), the results of which study may

reasonably serve as the basis for a final decision by a financial institution to proceed with, or finance the development of the deposit for mineral production.

- (xxiv) “**Governmental Authority**” means any government, whether federal, provincial, state, territorial, local, regional, municipal or other political jurisdiction, and any agency, authority, instrumentality, court, tribunal, board, commission, bureau, arbitrator, arbitration tribunal or other tribunal, or any quasi-governmental or other entity, insofar as it exercises a legislative, judicial, regulatory, administrative, expropriation or taxing power or function, including any applicable stock exchange and any other bodies which act in a manner similar to the entities described above.
- (xxv) “**Guarantor Obligations**” has the meaning ascribed thereto in Section 17(a).
- (xxvi) “**Identified Claims**” means those areas identified and agreed upon by the Recipient or the Payor prior to the Execution Date as being complimentary to the Claims and which merit staking by the Target, but which, as at the Execution Date have not yet been staked, as shown in the property claims maps attached as Schedule “A”.
- (xxvii) “**Indicated Mineral Resource**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.
- (xxviii) “**Inferred Mineral Resource**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.
- (xxix) “**Insolvency Law**” means any of the *Bankruptcy and Insolvency Act* (Canada), the *Companies’ Creditors Arrangement Act* (Canada) and the *Winding-Up and Restructuring Act* (Canada), each as now and hereafter in effect, and any proceeding under applicable corporate law seeking a compromise or arrangement of any debts of the corporation, or a stay of proceedings to enforce any of the claims of the corporation’s creditors, and all other liquidation, administration, conservatorship, bankruptcy, assignment for the benefit of creditors, moratorium, rearrangement, receivership, insolvency, reorganization or similar debtor relief laws of Canada or of other applicable jurisdictions from time to time in effect and affecting the rights of creditors generally.
- (xxx) “**Law**” means any international or other treaty, any domestic or foreign constitution, any multinational, federal, provincial territorial, state, country, municipal or other local statute, law (including common law), regulation, ordinance, code or rule or any order, directive, decree, judgment, ruling, direction, request, guideline or policy having the force of Law or authorization of a Governmental Authority, in any case in effect from time to time and applicable to any specified Person, property, transaction or event, or any such Person’s property and assets or business and affairs.
- (xxxi) “**Losses**” means any and all actions, causes of action, losses, costs, claims, damages, penalties, fines, assessments, charges, expenses or other liabilities whatsoever, whether contractual, tortious, statutory or otherwise that are brought against or that are otherwise suffered, sustained, paid or incurred by the Recipient, including the reasonable fees and disbursements of legal counsel and other professional advisers incurred by the Recipient in defending against such liabilities.

- (xxxii) “**Measured Mineral Resource**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.
- (xxxiii) “**Mineral Reserve**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.
- (xxxiv) “**Mineral Resource**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.
- (xxxv) “**Modifying Factors**” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended.
- (xxxvi) “**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* published by the Canadian Securities Administrators, as amended from time to time, or any successor instrument, rule or policy.
- (xxxvii) “**Parties**” means the parties to this Agreement, and a “**Party**” means any party to this Agreement.
- (xxxviii) “**PEA**” means or “**Preliminary Economic Assessment**” a study, other than a pre-feasibility or feasibility study, that includes an economic analysis of the potential viability of mineral resources within any of the Claims and which complies with NI 43-101.
- (xxxix) “**Person**” is to be broadly interpreted and includes an individual, a corporation, a joint stock company, a limited liability company, a limited or general partnership, a joint venture, a trust, an association, an unincorporated organization, a Governmental Authority, an executor or administrator or other legal or personal representative, or any other type of organization or entity, whether or not a juridical entity.
- (xl) “**Prefeasibility Study**” means a comprehensive study of the viability of the mineral project that has advanced to a stage where the mining method, in the case of underground mining, or the pit configuration, in the case of an open pit, has been established, and which, if an effective method of mineral processing has been determined, includes a financial analysis, based on reasonable assumptions of technical, engineering, operating and economic factors and the assessment of other relevant factors, which are sufficient for a Qualified Person (as defined in NI 43-101), acting reasonably, to determine if all or part of the Mineral Resource may be classified as a Mineral Reserve.
- (xli) “**Promissory Note**” means the \$1,000,000 promissory note of the Payor, guaranteed by the Guarantor, delivered to the Recipient as of the date hereof, which Promissory Note provides, among other things, for the payment in four instalments of \$250,000 on each of the first, second, third and fourth anniversaries of the Execution Date.
- (xlii) “**Purchase Agreement**” has the meaning ascribed thereto in Recital A.
- (xliii) “**Purchaser AOI Covenant**” has the meaning ascribed thereto in the Purchase Agreement.

- (xliv) “**Purchaser AOI Covenant Term**” has the meaning ascribed thereto in Recital E.
- (xlv) “**Rainbow Claims**” means those claims which are 100% owned by the Guarantor and which are listed as the Rainbow Claims in attached Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.
- (xlvi) “**Representatives**” means, with respect to any Party, its Affiliates and its and its Affiliates’ directors, officers, agents and employees.
- (xlvii) “**Resource Bonus**” has the meaning ascribed thereto in Section 2.1(i).
- (xlviii) “**Resource Bonus Payment**” has the meaning ascribed thereto in Section 2.1(i).
- (xlix) “**Rogue Claims**” means those claims which are 100% owned by the Guarantor and which are listed as the Rogue Claims in attached Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.
- (l) “**Rules**” has the meaning ascribed thereto in Section 8.3(a).
- (li) “**Solvent**” means: (a) the fair saleable value of the assets of such Person is in excess of the total amount of the current value of its liabilities (including for purposes of this definition all liabilities (including loss reserves), whether or not reflected on a balance sheet prepared in accordance with International Financial Reporting Standards and whether direct or indirect, fixed or contingent, secured or unsecured, disputed or undisputed); (b) such Person is able to pay its debts or obligations in the ordinary course as they mature; (c) such Person has capital sufficient to carry on its business; and (d) such Person is not otherwise insolvent as defined by any applicable Law; and “**Insolvent**” shall have a correlative meaning.
- (lii) “**Subsidiary Disposition**” has the meaning ascribed thereto in Section 7.3.
- (liii) “**Subsidiary Transferee**” has the meaning ascribed thereto in Section 7.3.
- (liv) “**Tax Act**” means the *Income Tax Act* (Canada).
- (lv) “**Taxes**” means all foreign and domestic federal, provincial, state, municipal and other governmental taxes, levies, imposts, deductions, charges, claims, and assessments and withholdings, and all liabilities with respect thereto (including, without limitation, interest and penalties).
- (lvi) “**Topco**” has the meaning ascribed thereto in Section 7.2(i).
- (lvii) “**Tosh Claims**” means those claims which are 100% owned by the Guarantor and which are listed as the Tosh Claims in attached Schedule “A”, with a notation as to 100% in such Schedule under the heading “**% Interest**”.
- (lviii) “**Vendor AOI Covenant**” has the meaning ascribed thereto in the Purchase Agreement.
- (lix) “**Vendor AOI Covenant Term**” has the meaning ascribed thereto in Recital D.

## 1.2 Schedules

The following Schedules are attached to, form part of and are incorporated herein by reference as though contained in the body of this Agreement:

Schedule “A” Property Claims Descriptions and Property Claims Maps

Schedule “B” Claims Mortgage

The Schedules attached to this Agreement form an integral part of this Agreement for all purposes of it. The Schedules and all information contained in them is confidential information and shall be kept confidential in accordance with the terms of Section 9.1.

The Schedules may not be amended, supplemented or otherwise modified except by written agreement signed by the Parties.

## 1.3 Rules of Construction

In this Agreement, unless otherwise specifically provided or unless the context otherwise requires:

- (i) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (ii) references to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified section of or schedule to this Agreement;
- (iii) the division of this Agreement into articles, sections, subsections and paragraphs and the provision of headings are for convenience of reference only and shall not affect the meaning, interpretation or construction of this Agreement;
- (iv) a reference to a Party in this Agreement includes the Party and its successors and permitted assigns;
- (v) references to any agreement and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto, but only to the extent such amendments and other modifications are not prohibited by the terms of this Agreement;
- (vi) references to statutes or regulations are to be construed as including all statutory or regulatory provisions consolidating, amending, supplementing, interpreting or replacing the statute or regulation referred to;
- (vii) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends;
- (viii) whenever any payment is required to be made, action is required to be taken or period of time is to expire on a day other than a Business Day, such payment shall be made, action shall be taken or period shall expire on the next following Business Day;
- (ix) the words “including”, “includes” and “include” shall be deemed to be followed by the words “without limitation”;

- (x) any reference to time refers to the time in Vancouver, British Columbia;
- (xi) any reference to “dollars” or “\$” refers to lawful currency of Canada; and
- (xii) in this Agreement, unless the context otherwise requires, words importing the singular include the plural and vice versa, words importing gender include all genders or the neuter, and words importing the neuter include all genders.

#### **1.4 Time**

Time shall be of the essence in this Agreement.

#### **1.5 Construction**

This Agreement has been negotiated by each Party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not apply to the construction or interpretation of this Agreement.

#### **1.6 AOI Principles**

For the purposes of this Agreement, each of: the Einarson 100% Claims and the Einarson 70% Claims; the Rogue Claims; the Tosh Claims; the Cliff Claims; the Rainbow Claims; and the Cynthia Claims; shall be deemed to include:

- (i) any claims that may be acquired by the Payor, the Guarantor or their respective Affiliates from the Recipient pursuant to the Vendor AOI Covenant, as provided in the Purchase Agreement, which claims shall then be deemed to be a part of the applicable Claims group to which such AOI Property was closest;
- (ii) any claims that may be acquired by the Payor, the Guarantor or their respective Affiliates pursuant to the Purchaser AOI Covenant, as provided in the Purchase Agreement, which claims shall then be deemed to be a part of the applicable Claims group to which such AOI Property was closest; and
- (iii) any rights renewing, deriving, replacing or complementing any of the Claims at any time during the Term.

In order to give effect to the provisions of this Section 1.6, forthwith upon the acquisition of any such claims (including without limitation, as contemplated by Section 1.6(c), the Parties shall forthwith sign an amendment to this Agreement and the Claims Mortgage, to include such claims as being bound by the provisions hereof. Upon default by either the Payor or the Guarantor to sign any such amendment after 10 Business Days after request therefor by the Recipient, the Recipient shall be entitled, as power of attorney for and on behalf of the Payor or the Guarantor, as the case may be, to execute and deliver any and all such deeds, documents, instruments and assurances to give full force and effect to any such amendment.

## **ARTICLE 2 PAYMENT OBLIGATIONS OF PAYOR**

#### **2.1 Resource Bonus Payment**

- (i) With respect to each and every of the six Claims groups (the “**Claims Groups**”), being respectively, the Einarson 100% Claims and the Einarson 70% Claims; the Rogue Claims;

the Tosh Claims; the Cliff Claims; the Rainbow Claims; and the Cynthia Claims; if as and when the Payor, or the Guarantor or their respective Affiliates or their successors and assigns shall Establish a Measured Resource, an Indicated Resource or an Inferred Resource or any combination thereof, of a minimum of 1,000,000 ounces of gold on any of the six Claims Groups, then within a period of 15 Business Days after each and every such Establishment, without any further or other act or formality, the Payor shall pay to the Recipient in cash by wire transfer, as and by way of a resource bonus (each, a “**Resource Bonus**”), without set off or deduction, the sum of \$1,000,000. The Einarson 100% Claims and the Einarson 70% Claims are treated as one group of Claims for the purposes of the Resource Bonus and this Agreement. It is understood that the payment of the Resource Bonus for any one group of Claims shall only occur once (for example, if there shall be made a Resource Bonus Payment on the Einarson 100% Claims and the Einarson 70% Claims, there shall be no further requirement to make a Resource Bonus payment on the Einarson 100% Claims and the Einarson 70% Claims). The total amount of cash that the Recipient may receive as and by way of Resource Bonus Payments (each, a “**Resource Bonus Payment**”) under this Agreement is \$6,000,000 (being a \$1,000,000 Resource Bonus Payment for each of the six Claims Groups).

- (ii) Any unpaid Resource Bonus Payment when not paid when due, shall bear interest at the rate of 10% per annum, calculated and payable annually, not in advance, both before and after judgment. The covenant to pay interest shall not merge on the taking of a judgment or judgments with respect to any of the obligations herein stipulated.

## 2.2 Taxes

Except to the extent required by applicable Law, all payments under this Agreement by the Payor or the Guarantor hereunder shall be made or paid to the Recipient without any deduction, withholding, charge or levy for or on account of any Taxes.

## 2.3 Payments

All payments of funds due by the Payor or the Guarantor, as the case may be, shall be made in Canadian Dollars and shall be made by wire transfer in immediately available funds to the bank account or accounts designated by the Recipient in writing from time to time.

## 2.4 Term

The term of this Agreement shall be indefinite (“**Term**”). The obligation to make each and every Resource Bonus Payment shall continue in perpetuity, it being the intent of the Parties that if a court of competent jurisdiction determines that any provision hereof violates a legal rule against perpetuities, then such provision shall automatically be revised and reformed as necessary in order for the obligation to make each and every Resource Bonus Payment to terminate on the end of the maximum time permitted under applicable Law for the obligation to make each and every Resource Bonus Payment to be valid.

**ARTICLE 3**  
**REPRESENTATIONS AND WARRANTIES**

**3.1 Representations and Warranties of the Payor and the Guarantor**

The Payor and the Guarantor hereby jointly and severally represent and warrant to the Recipient as follows, and acknowledge that the Recipient is relying on such representations and warranties in connection with the execution and delivery of this Agreement:

- (i) **Standing:** Each of the Payor and the Guarantor is a corporation duly organized, validly subsisting and in good standing under the Laws of its jurisdiction of incorporation, continuation or amalgamation, and has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and the Claims Mortgage.
- (ii) **Authority:** Each of the Payor and the Guarantor has taken all necessary corporate action to duly authorize the execution and delivery, and the performance of its obligations under, this Agreement and the Claims Mortgage.
- (iii) **Enforceability:** Each of this Agreement and the Claims Mortgage has been duly executed and delivered by each of the Payor and the Guarantor and constitutes a legal, valid and binding obligation of each of the Payor and the Guarantor, enforceable against each of the Payor and the Guarantor in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in proceedings in equity or at Law).
- (iv) **No Conflicts:** The execution and delivery by the Payor and the Guarantor of, and the performance of its respective obligations under, this Agreement and the Claims Mortgage do not and will not: (i) violate the terms of the notice of articles, articles or other constating documents of the Payor or the Guarantor; (ii) conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights (with or without the giving of notice or lapse of time or both) under any contract, instrument or other document to which the Payor or the Guarantor is a party, subject or otherwise bound.
- (v) **Approvals:** Neither the Payor or the Guarantor is required to give any notice to, make any filing with or obtain any authorization of any Person in connection with the execution and delivery of this Agreement or the Claims Mortgage.
- (vi) **Solvency:** Each of the Payor and the Guarantor is Solvent and will not be rendered Insolvent by the execution and delivery of this Agreement or the Claims Mortgage.

**3.2 Representations and Warranties of the Recipient**

The Recipient hereby represents and warrants to the Payor and the Guarantor as follows, and acknowledges that the Payor and the Guarantor are relying on such representations and warranties in connection with the execution and delivery of this Agreement:

- (i) **Standing:** The Recipient is a corporation duly organized, validly subsisting and in good standing under the Laws of its jurisdiction of incorporation, continuation or amalgamation,

and has all requisite power and authority to execute and deliver, and perform its obligations under, this Agreement and the Claims Mortgage.

- (ii) **Authority:** The Recipient has taken all necessary corporate action to duly authorize the execution and delivery, and the performance of its obligations under, this Agreement and the Claims Mortgage.
- (iii) **Enforceability:** Each of this Agreement and the Claims Mortgage has been duly executed and delivered the Recipient and constitutes a legal, valid and binding obligation of the Recipient, enforceable against the Recipient in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally and by the effect of general principles of equity (regardless of whether enforcement is considered in proceedings in equity or at law).
- (iv) **No Conflicts:** The execution and delivery by the Recipient of, and the performance of its obligations under, this Agreement and the Claims Mortgage do not and will not: (i) violate the terms of its notice of articles, articles or other constating documents; (ii) conflict with, result in a breach of, or constitute a default or an event creating rights of acceleration, termination, modification or cancellation or a loss of rights (with or without the giving of notice or lapse of time or both) under any contract, instrument or other document to which the Recipient is a party, subject or otherwise bound.
- (v) **Approvals:** The Recipient is not required to give any notice to, make any filing with or obtain any authorization of any Person in connection with the execution and delivery of this Agreement and the Claims Mortgage.

#### **ARTICLE 4 COVENANTS AND ACKNOWLEDGEMENTS OF THE PARTIES**

##### **4.1 Proper Practices**

Each of the Payor and the Guarantor jointly and severally agrees to and with the Recipient that they will comply in all material respects with the *Corruption of Foreign Public Officials Act (Canada)* and all other anti-bribery, and anti-corruption applicable Laws, whether within Canada or to the extent applicable to any Party, elsewhere, including any regulations, guidelines or orders thereunder and the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act (Canada)* and all other anti-money laundering, anti-terrorist financing, government sanction and "know your client" applicable Laws, whether within Canada and, to the extent applicable to any Party, elsewhere, including any regulations, guidelines or orders thereunder in connection with its dealings relating to this Agreement.

##### **4.2 Abandonment and Reacquired Interest**

(a) At any time and from time to time, if their Payor or the Guarantor or their respective Affiliates elect to abandon all or any part or parts of any of the Claims, they shall give to the Recipient not less than 60 days prior to the proposed date of abandonment. The notice shall identify the portion of the Claims which is proposed to be abandoned. Upon expiry of such 60-day period, the obligations of the Payor and the Guarantor hereunder in respect of such abandoned interest shall terminate and thereafter the term "Claims" will apply to those interests comprising the Claims which have not been abandoned by the Payor, the Guarantor or their respective Affiliates. The

Recipient shall have the right, to be exercised on or before the termination of the said 60 day period, to request in writing that the Payor, the Guarantor or their respective Affiliate execute documents transferring to the Recipient title to any of the Claims which are about to be abandoned, for and in consideration of the sum of One Dollar.

(b) In the event the Payor or the Guarantor or any Affiliate or any successor or assignee of any of them surrenders, allows to lapse or otherwise terminates its interest in any portion or all of any of the Claims and within a period of 10 years from the date of such surrender, lapse or other termination, reacquires a direct or indirect interest in respect of the said Claims, then the provisions of this Agreement shall apply to such interest so reacquired. The Payor and the Guarantor jointly and severally agree that they shall give written notice to the Recipient within 10 Business Days of any acquisition or reacquisition thereof.

#### **4.3 Mineral Resource Estimates**

The Payor and the Guarantor jointly and severally covenant and agree that each and every time that the Payor or the Guarantor or any Affiliate Establish a Mineral Resource estimate on any of the Claims or Establish a new Mineral Resource estimate which is a material change to the prior Mineral Resource estimate, the Payor and the Guarantor shall provide the Recipient with such estimate or new estimate, as the case may be, within 10 Business Days. In addition, the Payor and the Guarantor jointly and severally covenant and agree that they shall provide to the Recipient on an annual basis no later than January 15 in every calendar year during the Term annual Mineral Resource reports. The Payor and the Guarantor jointly and severally covenant and agree that as and when the Payor, the Guarantor or any Affiliate shall prepare a PEA, a Prefeasibility Study or a Feasibility Study with respect to any of the Claims, the Payor and the Guarantor forthwith and in any event, no later than 10 Business Days thereafter, shall provide the same to the Recipient, provided that the Resource Bonus has not been paid on such Claims.

#### **4.4 Technical Reports**

The Payor and the Guarantor jointly and severally covenant and agree that if the Payor or the Guarantor or any Affiliate Owner or its Affiliate prepare a technical report (and any all amendments thereto) under NI 43-101 or any similar report in respect of any of the Claims, the Payor and the Guarantor shall provide the Recipient with such technical report or any similar report and any and all amendments thereto within 10 Business Days of any such preparation, provided that the Resource Bonus has not been paid on such Claims.

#### **4.5 Site and Records Access**

The Payor and the Guarantor jointly and severally covenant and agree that they shall provide to the Recipient and its authorized Representatives access to the Claims for the purpose of conducting four site visits per calendar year upon five Business Days advance notice to the Payor and the Guarantor. The Recipient and its authorized Representatives shall comply with all health and safety rules of the Guarantor and absent the negligence or default of the Guarantor or the Payor, neither the Guarantor nor the Payor shall not be responsible in and to the Recipient or its authorized Representatives for any loss of life, limb or property while conducting such site visits.

The Payor and the Guarantor jointly and severally covenant and agree that the Guarantor shall keep accurate records showing all Mineral Resources. On an annual basis, the Recipient shall have the right, upon reasonable advance written notice to the Guarantor and the Payor, to inspect and perform audits of all books, records, technical data, information and materials relevant to the Mineral Resources pertaining to the Claims and the obligations to make Resource Bonus Payments

provided that such inspections shall not unreasonably interfere with the Guarantor's activities with respect to the Claims.

## **ARTICLE 5 GUARANTEE OF GUARANTOR**

### **5.1 The Guarantor Guarantee**

- (i) The Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as a direct obligation in favour of the Recipient the full and timely performance, observance and payment by the Payor of each and every covenant, agreement, undertaking, representation, warranty, indemnity and obligation of the Payor contained in this Agreement (collectively, the "**Guarantor Obligations**").
- (ii) The liability of the Guarantor under this Article 5 shall be absolute and unconditional and shall be in effect irrespective of: (i) any failure, neglect or omission on the part the Recipient or any other person to realize upon any obligations or liabilities of the Payor; (ii) any amalgamation, merger or reorganization of the Payor, in which event the guarantee of the Guarantor shall apply to the entity resulting therefrom; (iii) any change in the name, share capital or constating documents of the Payor or the Guarantor; (iv) any amalgamation, merger or reorganization of the Payor or the Guarantor; (v) any sale, lease or transfer of the assets of the Payor or the Guarantor; (vi) any change in the ownership of any shares in the capital of the Payor or the Guarantor; (vii) any amendment or modification of this Agreement; (viii) any other occurrence or circumstances whatsoever similar to the foregoing; or (ix) to the extent permitted by applicable Law, any other circumstances which might otherwise constitute a defence available to, or a discharge of, the Guarantor in respect of its guarantee and which do not constitute a defence available to, or a discharge of, the Payor in respect of the Guarantor Obligations.
- (iii) The obligations and liabilities of the Guarantor hereunder shall not be impaired, diminished, abated or otherwise affected by the commencement by or against the Payor of any proceedings under any bankruptcy or Insolvency Law or Laws relating to the relief of debtors, re-adjustment of indebtedness, reorganization, arrangements, compositions or extensions or other similar Laws.
- (iv) The Guarantor shall promptly (and, in any case, within five Business Days) after demand in writing from the Recipient, without any evidence that the Recipient has demanded that the Payor perform, observe or pay any of the Guarantor Obligations or that the Payor failed to do, perform, observe or pay the Guarantor Obligations. If the Recipient makes a demand upon the Payor, the Guarantor shall be held and bound to the Recipient as a principal debtor in respect of the Guarantor Obligations and the Guarantor shall pay the Recipient each of the Guarantor Obligations free and clear and without deduction or withholdings of any kind.

## **ARTICLE 6 DEFAULT**

### **6.1 Events of Default**

The occurrence of any one or more of the following events or circumstances shall constitute an event of default hereunder (an "**Event of Default**");

- (a) **Payment.** Should the Payor or the Guarantor fail to make to the Recipient any Resource Bonus payment hereunder when due or under the Promissory Note.
- (b) **Covenants.** Should the Payor or the Guarantor fail to observe or perform any covenant, condition or agreement contained herein (other than any failure under section (a) above) or in the Claims Mortgage or the Promissory Note and not have commenced to remedy such failure within 10 Business Days of the Payor's receipt of a letter from the Recipient demanding same.
- (c) **Solvency.** Should the Payor or the Guarantor
  - (i) become Insolvent, or generally do not or become unable to pay its respective debts or meet its respective liabilities as the same become due, or admit in writing its respective inability to pay its respective debts generally or declare any general moratorium on its indebtedness or proposes a compromise or arrangement between it and any class of its creditors;
  - (ii) commit an act of bankruptcy under any Insolvency Law or make an assignment of its property for the general benefit of its respective creditors under any Insolvency Law, or makes a proposal (or files a notice of its intention to do so) under any Insolvency Law;
  - (iii) institute any proceeding seeking to adjudicate it as insolvent, or seeking liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of it or its respective debts or any other relief under any Insolvency Law now or hereafter in effect relating to bankruptcy, winding-up, insolvency, reorganization, receivership, plans of arrangement or relief or protection of debtors, or file an answer admitting the material allegations of a petition filed against it in any such proceeding;
  - (iv) apply for the appointment of, or the taking of possession by, a receiver or other similar official for it or any substantial part of its respective property under any Insolvency Law; or
  - (v) take any action, corporate or otherwise, to approve, effect, consent to or authorize any of the actions described in this Section or otherwise acts in furtherance thereof or fail to act in a timely and appropriate manner in defense thereof.
- (d) **Proceedings Under Insolvency Law.** Any petition is filed, application made or other proceeding instituted against or in respect of the Payor or the Guarantor under any Insolvency Law or otherwise:
  - (i) which adjudicates the Payor or the Guarantor as insolvent;
  - (ii) in which a receiving order is made against the Payor or the Guarantor under any Insolvency Law;
  - (iii) in which a liquidation, dissolution, winding-up, reorganization, compromise, arrangement, adjustment, protection, moratorium, relief, stay of proceedings of creditors generally (or any class of creditors), or composition of the Payor or the Guarantor or its respective debts or any other relief under any Insolvency Law now or hereafter in effect has been commenced; or

- (iv) in which the entry of an order for relief or the appointment of or the taking of possession by, a receiver or other similar official for the Payor or the Guarantor or any substantial part of its respective property is made, and such petition, application or proceeding continues undismissed, or unstayed and in effect, for a period of 45 days after the institution thereof, provided that if an order, decree or judgment is granted or entered (whether or not entered or subject to appeal) against the Payor or the Guarantor thereunder in the interim, such grace period shall cease to apply, and provided further that if the Payor or the Guarantor files an answer admitting the material allegation of a petition filed against it in any such proceeding, such grace period shall cease to apply.
- (e) **Sale of Property.** Any of the Claims or the shares of the Guarantor are sold, transferred or otherwise disposed of without there having been compliance with the provisions of Article 7.

## **6.2 Remedies Upon Event of Default**

- (i) If an Event of Default occurs, the Recipient shall have the right, upon written notice to the Payor and the Guarantor, at its option and in addition to and not in substitution for any other remedy which is available at law or equity, to take any or all of the following actions:
  - (A) to bring an action for specific performance or injunctive relief against the Payor or the Guarantor or both the Payor and the Guarantor;
  - (B) demand all amounts owed by the Payor and the Guarantor to the Recipient;
  - (C) demand all damages and losses suffered or incurred as a result of the occurrence of such Event of Default; and
  - (D) exercise any and all of its rights and remedies under the Claims Mortgage.
- (ii) For greater certainty, the obligations of the Payor and the Guarantor hereunder shall continue in full force and effect notwithstanding the exercise or not by the Recipient of any of its rights under this Section 6.2(ii).
- (iii) The Payor and the Guarantor each hereby acknowledge and agree that: (i) the Recipient will be damaged by an Event of Default; (ii) it would be impracticable or extremely difficult to determine the actual damages to the Recipient resulting from an Event of Default; (iii) any sums payable in accordance with Section 6.2(ii) are in the nature of liquidated damages, are not a penalty, and represent a reasonable estimate of fair compensation for the damages to the Recipient that may reasonably be anticipated from an Event of Default.
- (iv) The obligations of the Payor and the Guarantor under this Agreement will not be discharged, prejudiced or affected by: (i) the occurrence of an Insolvency event affecting the Payor or the Guarantor; or (ii) an arrangement or compromise with the Payor or the Guarantor. The Recipient will not be required to commence or exhaust its remedies or exercise its rights against the Payor or the Guarantor before exercising its rights or remedies against the other of the Payor or the Guarantor.

### 6.3 Indemnification by the Payor and the Guarantor

The Payor and the Guarantor shall jointly and severally indemnify and save the Recipient and its directors, employees and officers and their Affiliates, and their respective directors, employees and officers harmless from and against all Losses which they may suffer, sustain, pay or incur arising out of, resulting from, attributable to or connected with:

- (i) any inaccuracy of any representation or warranty of the Payor contained in this Agreement; or
- (ii) any breach by the Payor of any of its covenants or obligations contained in this Agreement.

## ARTICLE 7 TRANSFER

### 7.1 Assignment by Recipient

The Recipient may assign, transfer, pledge, hypothecate or otherwise convey this Agreement or all or any of its rights in the Resource Bonus Payments without the prior written consent of the Payor or the Guarantor. After consummation of any such assignment, transfer, pledge, hypothecation or conveyance, the transferee or other counterparty to such transaction shall execute and deliver to the Payor and the Guarantor an instrument in writing pursuant to which such transferee or other counterparty agrees to be bound by the terms of this Agreement.

### 7.2 Assignment of Claims

The Guarantor may not sell, assign, transfer, convey, lease, license, charge, pledge, hypothecate or otherwise dispose of any of the Claims or any interest in the Claims in any manner whatsoever (each, a “**Disposition**”), and may not affect a Disposition of this Agreement or the Claims Mortgage or any interest herein or therein, without in each case complying with the following:

- (i) it shall be a condition of such Disposition that the claims transferee (the “**Claims Transferee**”) as well as the company that is at the top of its corporate chain (the “**Topco**”) first execute and deliver to the Recipient an instrument in writing pursuant to which such Claims Transferee and Topco jointly and severally agrees to be bound by the terms of this Agreement and the Claims Mortgage and by all of the liabilities and obligations hereunder with respect to the Claims that are subject to the Disposition and to the same extent as though the Claims Transferee and the Topco were both an original party hereto with respect to the Claims that are the subject matter of the Disposition in the first instance as well as the Claims Mortgage;
- (ii) it shall be a condition of any such charge, pledge or hypothec that the chargee, pledgee or holder of hypothec first execute and deliver to the Recipient an instrument in writing pursuant to which such chargee, pledgee or holder of hypothec agrees that, in the event that it exercises any of its rights under the charge, pledge or hypothec which allow it to take possession or acquire, or cause the sale or other disposition of any of the Claims or any part thereof, or which result in the then owner no longer being the owner of such Claims, such chargee, pledgee, holder, or any acquiror of such Claims or successor to the Guarantor as a result of such exercise of rights, shall be bound by the terms hereof and by the terms of the Claims Mortgage and by all of the liabilities and obligations of the Guarantor hereunder and thereunder in the same manner and to the same extent as though it was an original party hereto and thereto in the first instance;

- (iii) it is understood that for any obligations or liabilities arising as of the date of the execution of the agreements provided for in Section 7.2 (ii) and (iii), with respect to the Claims that are the subject of the Disposition, the Guarantor and the Payor will have no further obligations or liabilities for the payment of the Resource Bonus as pertains to the Claims that are the subject matter of the Disposition; and
- (iv) any such sale, assignment, transfer, conveyance, lease, license, charge, pledge, hypothecation or other disposition which does not comply with the terms of this Agreement shall be null and void and of no force or effect.

### **7.3 Subsidiary Dispositions**

The Payor may not sell, assign, transfer, convey, lease, license or otherwise dispose of any interest in the shares in the capital of the Guarantor to any Person (the “**Subsidiary Disposition**”) in any manner whatsoever (each such transaction, a “**Subsidiary Disposition**”), without complying with the following condition. It shall be a condition of such Subsidiary Disposition that the Subsidiary Transferee first execute and deliver to the Recipient an instrument in writing pursuant to which the Subsidiary Transferee agrees to be bound by the terms of this Agreement and the Claims Mortgage as payor in the same manner and to the same extent as though the Subsidiary Transferee was an original party hereto and thereto in the first instance. The Guarantor shall not be released from this Agreement or the Claims Mortgage in the event of a Subsidiary Disposition.

## **ARTICLE 8 ARBITRATION**

### **8.1 Disputes**

If there is any dispute between the Parties concerning or arising out of or in relation to this Agreement (a “**Dispute**”) including any Dispute as to whether any issue or matter is arbitrable, then a Party may give to the other Party a notice (a “**Dispute Notice**”) specifying the Dispute and requiring its resolution under this section. All Disputes must be resolved solely in accordance with this Article 8. For the purposes of this Article 8, the Payor and the Guarantor are considered to be one Party.

### **8.2 Dispute Representatives to Seek Resolution**

- (a) If the Dispute is not resolved within 10 Business Days after a Dispute Notice is given by a Party to the other Party, each Party must nominate one representative from its senior management to resolve the Dispute (each, a “**Dispute Representative**”), who must negotiate in good faith using their respective commercially reasonable efforts to attain a resolution of the Dispute.
- (b) If the Dispute is not resolved within 10 Business Days of the Dispute being referred to the respective Dispute Representatives or a Party fails to nominate a Dispute Representative, then any Party may submit the Dispute to arbitration in accordance with Section 8.3.

### **8.3 Arbitration**

- (a) Any Dispute which has not been resolved under Section 8.2 must be referred to and finally resolved by arbitration under the then current domestic commercial arbitration rules of the BCICAC (the “**Rules**”).
- (b) The Parties agree that:

- (i) the seat, or legal place of arbitration, will be Vancouver, British Columbia. The language used in the arbitral proceedings will be English;
  - (ii) all arbitral proceedings will be private and confidential and may be attended only by the arbitrators, the Parties and their representatives, and witnesses to the extent they are testifying in the proceedings;
  - (iii) any Dispute will be heard by a single arbitrator and the Parties must attempt to agree upon a qualified individual to serve as arbitrator. If the Parties are unable to so agree within 20 Business Days of the first attempt by the Parties to select the arbitrator, then a Party may request that the BCICAC select and appoint the arbitrator;
  - (iv) if a Party fails to appoint an arbitrator as required under Section 8.3(2)(c) then a Party may request that the BCICAC select and appoint that arbitrator;
  - (v) the arbitrator must be independent of the Parties, a senior qualified and practicing lawyer in Canada with expertise in the subject matter of the Dispute;
  - (vi) if an arbitrator dies, resigns, refuses to act, or becomes incapable of performing his or her functions as an arbitrator, then the BCICAC may declare a vacancy on the panel and the vacancy must be filled by the method by which that arbitrator was originally appointed;
  - (vii) the arbitral panel may determine all questions of law and jurisdiction (including questions as to whether or not a Dispute is arbitrable) and all matters of procedure relating to the arbitration;
  - (viii) arbitration will be the sole and exclusive forum for resolution of a Dispute and any award or determination of the arbitral panel will be final and binding upon the Parties in respect of all matters relating to the arbitration, the procedure, the conduct of the Parties during the proceedings and the final determination of the issues in the arbitration; and
  - (ix) there will be no appeal from any award or determination of the arbitral panel to any court and judgment on any arbitral award may be entered in any court of competent jurisdiction.
- (c) If for any reason the BCICAC cannot or does not make the appointment or appointments required under the Rules or this Section 8.3(c) either Party may apply to the Supreme Court of British Columbia to appoint the arbitrator or arbitrators, as the case may be.
- (d) No arbitration proceeding may be commenced under this 8.3(d) unless commenced within the time period permitted for actions by the applicable statute of limitations.
- (e) All papers, notices or process pertaining to an arbitration under this Agreement may be served on a Party in accordance with Section 9.2.
- (f) The Parties must treat as Confidential Information, in accordance with the provisions of Section 9.1 the existence of the arbitral proceedings; written notices, pleadings and correspondence in relation to the arbitration; reports, summaries, witness statements, memorials, briefs and other documents prepared in respect of the arbitration; contemporaneous or historical documents exchanged or produced for the purposes of the arbitration; and the contents of any award or ruling made in respect of the arbitration. Notwithstanding the foregoing, a Party may disclose such

Confidential Information in judicial proceedings to enforce an award or ruling and as permitted under this Section 8.3(f).

**8.4 Inconsistency between Rules and Agreement**

If there is a conflict between the provisions of this Agreement and the provisions of the Rules, then the provisions of this Agreement will prevail.

**8.5 Effect of Arbitration**

Nothing in this Article 8 will prejudice the right of a Party to institute legal proceedings to seek urgent interlocutory or declaratory relief. Subject to the foregoing, the arbitration will be the sole and exclusive forum for resolution of a Dispute and the award will be final and binding.

**8.6 Enforcement**

The award rendered by an arbitral panel may be enforced by an order or judgment of any court having jurisdiction or an application may be made to such court for acceptance of the award and an order of enforcement, as the case may be.

**8.7 Performance of Obligations During Dispute**

During the existence of any Dispute, the Parties must continue to perform all of their obligations under this Agreement which are not the subject of the Dispute without prejudice to their position in respect of such Dispute.

**8.8 Consolidation of Arbitration**

If a Party is or becomes involved in any arbitration proceeding with another Party and with any Affiliate of another Party, all such arbitrations may at such Party's discretion be consolidated or joined with the other arbitration or arbitrations such that all Disputes between the Parties and any Affiliates of the Parties, are resolved by a single arbitral panel.

**ARTICLE 9  
GENERAL**

**9.1 Confidentiality**

- (i) Each Party agrees that it shall maintain as confidential and not disclose, without the prior written consent of the other Parties, the existence and terms of this Agreement and any other agreements and instruments delivered in connection with the Transaction (except where such information is or becomes publicly available or known by the public other than by a breach of this Agreement), provided that a Party may disclose such information:
  - (A) if required by Law or requested by any Governmental Authority;
  - (B) in connection with the enforcement of this Agreement;
  - (C) to its Representatives who need to have knowledge of the information;
  - (D) to its or its Affiliates' auditors, legal counsel, lenders, brokers, underwriters, investment bankers, financiers and other professional advisers for whom such information would be relevant, provided that such Persons are advised of the

confidential nature of the information, undertake to maintain the confidentiality of it (or are otherwise bound to keep the information confidential) and are strictly limited in their use of the information to those purposes necessary for such Persons to perform the services for which they were, or are proposed to be, retained by the disclosing Party or its Affiliate, as the case may be;

- (E) to Persons with whom it or an Affiliate is considering or intends to enter into a transaction for whom the information would be relevant (including such Persons' representatives and advisers), provided that such Persons are advised of the confidential nature of the information, undertake to maintain the confidentiality of it and are strictly limited in their use of the information to those purposes necessary for such Persons to consider or effect the applicable transaction; or
- (F) made in connection with litigation or arbitration involving a Party where such disclosure is required by the applicable tribunal or is, on the advice of counsel for such Party, necessary or advisable for the prosecution of the case.

Each disclosing Party shall be liable to the other Parties for any improper use or disclosure of such terms or information by its Representatives or any of those Persons listed in Section 9.1.

The Parties shall consult with each other before either of them or their respective Affiliates issues any press release or otherwise makes any public disclosure regarding this Agreement or the Transaction and shall not, and shall cause their respective Affiliates to not, issue any such press release or make any such public disclosure before receiving the consent of the other of them, such consent not to be unreasonably withheld or delayed. Notwithstanding the foregoing, the Parties or their respective Affiliates may, without prior consultation with the other Party, issue a press release or make public disclosure regarding this Agreement or the Transaction if the disclosure proposed to be so made, as it relates to this Agreement or the Transaction is substantially the same as disclosure previously consented to by the Parties pursuant to this Section. Nothing in this Section prohibits a Party from issuing a press release or making other disclosure required by Law if the Party or its Affiliate making the disclosure has first consulted with the other Party in accordance with this Section 9.1(i).

- (ii) The Parties acknowledge that each of them may be required to publicly file a copy of this Agreement with applicable securities authorities, subject to any redactions as may be permitted by Law. The Parties shall cooperate with each other in determining which provisions should be redacted prior to making such filings, with a view to making such redactions to the fullest extent permitted by Law and to making the exact same redactions; provided, however, that the foregoing shall not require any Party to make any redactions not permitted by Law.

## 9.2 Notices

The addresses for service and the email addresses of the Parties shall be as follows:

If to the Recipient:

Box 11250  
Whitehorse, YT Y1A 6N4

Attention: ●

Email: ●

If to the Payor or the Guarantor:

200 – 550 Denman Street  
Vancouver, BC V6G 3H1

Attention: ●

Email: ●

All notices, communications and statements required, permitted or contemplated in this Agreement shall be in writing, and shall be delivered and received: (a) if delivered by hand, certified or registered mail or overnight courier, such notices so served shall be deemed to be received by the other Party: (i) on the date of delivery if delivered within the normal working hours of a Business Day where the recipient is located; or (ii) if delivered outside the normal working hours of a Business Day where the recipient is located, at the commencement of the next ensuing Business Day following delivery thereof; or (b) if delivered by email transmission, such notices so served shall be deemed to have been received by the other Party on the date of confirmation of the same by reply email. A Party may from time to time change its address for service or its email address or both by giving written notice of such change to the other Party.

### **9.3 Governing Law**

- (i) This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with and under the Laws of the Province of British Columbia and the federal Laws of Canada applicable therein.
- (ii) Whenever any term or condition, whether express or implied, of any Schedule, the Assignment Agreement or any other agreement or instrument delivered pursuant to this Agreement conflicts with or is inconsistent with any term or condition of the body of this Agreement, this Agreement shall prevail.

### **9.4 Entire Agreement, etc.**

- (i) This Agreement supersedes all other agreements, documents, writings and verbal understandings among the Parties relating to the subject matter hereof (including the Letter Agreement) and expresses the entire agreement of the Parties with respect to the subject matter hereof.
- (ii) No amendment, change or other modification to this Agreement will be valid or binding unless set forth in writing and duly executed by each of the Parties.
- (iii) No failure on the part of any Party in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or remedy preclude any other or future exercise thereof or the exercise of any right or remedy in law or in equity or by statute or otherwise conferred. No waiver of any provisions of this Agreement, including this Section, shall be effective other than by an instrument in writing, executed by a duly authorized representative of the Party making such waiver. Where a provision of this Agreement provides that an action must be taken, or a right or remedy must be exercised within or by a specified time, nothing in this Section shall be construed or operate so as to extend, waive or render inoperative such time constraint.

- (iv) Subject to the limitations expressly set forth in this Agreement, the covenants, representations, warranties and indemnities contained in this Agreement shall not merge in any assignments, conveyances, transfers or other documents executed and delivered at or after the Closing Date pursuant to this Agreement, notwithstanding any rule of law, equity or statute to the contrary and such rules are hereby waived.
- (v) If any of the provisions of this Agreement should be determined to be invalid, illegal or unenforceable in any respect, the validity, legality or enforceability of the remaining provisions herein shall not in any way be affected or impaired thereby.

**9.5 Enurement, Beneficiaries and Assignment**

- (i) This Agreement shall be binding upon and shall enure to the benefit of the Parties and their respective successors and permitted assigns. This Agreement is not for the benefit of, nor may any provision in this Agreement be enforced by, any other Person. With respect to any indemnified Person who is not a Party, each Party shall obtain and hold the rights and benefits of Article 3 in trust for and on behalf of its related indemnified Persons.
- (ii) Save and except as provided in Section 7.1, this Agreement may not be assigned by a Party without the prior written consent of the other Party, which consent may not be unreasonably withheld.

**9.6 Expenses**

Each of the Parties shall be responsible for the expenses incurred by them in connection with the negotiation of this Agreement save and except that the Payor and the Guarantor are jointly and responsible for all of the legal fees, costs and disbursements incurred by the Recipient in the negotiation and settlement of this Agreement and the Claims Mortgage.

**9.7 Counterpart Execution**

This Agreement may be executed in as many counterparts as are necessary, but all of which when taken together shall constitute one and the same instrument. Delivery of any executed counterpart of a signature page to this Agreement by facsimile or other electronic format shall be effective as delivery of a manually executed counterpart to this Agreement. A valid and binding contract shall arise if and when this Agreement has been executed and delivered by the Parties in the manner provided herein.

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

**SKYLEDGER TECH CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**SENOA GOLD CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**18526 YUKON INC.**

By: \_\_\_\_\_  
Name:  
Title:

## SCHEDULE "A"

## PROPERTY CLAIMS DESCRIPTIONS

Property: Einarson

Claim Name	Grant Number	% Interest	Expiry Date	District
Elko 19	YD05255	70	2021/11/23	Mayo
Elko 20	YD05256	70	2021/11/23	Mayo
Elko 26	YD05262	70	2021/11/23	Mayo
Elko 28	YD05264	70	2021/11/23	Mayo
Elko 30	YD05266	70	2021/11/23	Mayo
Elko 32	YD05268	70	2021/11/23	Mayo
Elko 34	YD05270	70	2021/11/23	Mayo
Elko 36	YD05272	70	2021/11/23	Mayo
Elko 38 to 40	YD05274 to YD05276	70	2021/11/23	Mayo
Emer 1 to 54	YE50691 to YE50744	70	2021/08/17	Mayo
G 832	YD82832	70	2022/04/26	Mayo
H 1	YD125303	70	2022/03/23	Mayo
H 2 to 9	YD125304 to YD125311	70	2022/03/23	Mayo
H 10	YD125312	70	2022/03/23	Mayo
H 11	YD125313	70	2022/03/23	Mayo
H 12	YD125314	70	2022/03/23	Mayo
H 13	YD125315	70	2022/03/23	Mayo
H 14	YD125316	70	2022/03/23	Mayo
H 15 to 96	YD125317 to YD125398	70	2022/03/16	Mayo
H 97	YD79897	70	2022/04/26	Mayo
H 98	YD79898	70	2021/04/26	Mayo
H 99	YD79899	70	2022/04/26	Mayo
H 100	YD79900	70	2021/04/26	Mayo
H 101	YD79901	70	2022/04/26	Mayo
H 102	YD79902	70	2021/04/26	Mayo
H 103	YD79903	70	2022/04/26	Mayo
H 104	YD79904	70	2021/04/26	Mayo
H 105	YD79905	70	2022/04/26	Mayo
H 106	YD79906	70	2021/04/26	Mayo
H 107	YD79907	70	2022/04/26	Mayo
H 108	YD79908	70	2021/04/26	Mayo
H 109 to 110	YD79909 to YD79910	70	2022/04/26	Mayo
H 111	YD79911	70	2021/04/26	Mayo
H 112	YD79912	70	2021/04/26	Mayo
H 113	YD79913	70	2021/04/26	Mayo
H 114	YD79914	70	2021/04/26	Mayo
H 115	YD79915	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
H 116	YD79916	70	2021/04/26	Mayo
H 117	YD79917	70	2021/04/26	Mayo
H 118	YD79918	70	2021/04/26	Mayo
H 119	YD79919	70	2021/04/26	Mayo
H 120	YD79920	70	2021/04/26	Mayo
H 121	YD79921	70	2021/04/26	Mayo
H 122	YD79922	70	2021/04/26	Mayo
H 123	YD79923	70	2022/04/26	Mayo
H 124	YD79924	70	2022/04/26	Mayo
H 125	YD79925	70	2022/04/26	Mayo
H 126	YD79926	70	2022/04/26	Mayo
H 127	YD79927	70	2022/04/26	Mayo
H 128	YD79928	70	2022/04/26	Mayo
H 129	YD79929	70	2022/04/26	Mayo
H 130	YD79930	70	2022/04/26	Mayo
H 131	YD79931	70	2022/04/26	Mayo
H 132	YD79932	70	2022/04/26	Mayo
H 133	YD79933	70	2022/04/26	Mayo
H 134	YD79934	70	2022/04/26	Mayo
H 135	YD79935	70	2022/04/26	Mayo
H 136	YD79936	70	2022/04/26	Mayo
H 137	YD79937	70	2022/04/26	Mayo
H 138	YD79938	70	2022/04/26	Mayo
H 139	YD79939	70	2022/04/26	Mayo
H 140	YD79940	70	2022/04/26	Mayo
H 141	YD79941	70	2022/04/26	Mayo
H 142	YD79942	70	2022/04/26	Mayo
H 143	YD79943	70	2022/04/26	Mayo
H 144 to 162	YD79944 to YD79962	70	2022/04/26	Mayo
H 163 to 165	YD79963 to YD79965	70	2022/04/26	Mayo
H 166	YD79966	70	2022/04/26	Mayo
H 167	YD79967	70	2022/04/26	Mayo
H 168 to 169	YD79968 to YD79969	70	2022/04/26	Mayo
H 170	YD79970	70	2022/04/26	Mayo
H 171	YD79971	70	2022/04/26	Mayo
H 172	YD79972	70	2022/04/26	Mayo
H 173	YD79973	70	2022/04/26	Mayo
H 174	YD79974	70	2022/04/26	Mayo
Huo 1	YF37501	70	2022/01/30	Mayo
Huo 2 to 194	YF37502 to YF37694	70	2022/01/30	Mayo
Huo 195	YF37695	70	2022/01/30	Mayo
Huo 196 to 277	YF37696 to YF37777	70	2022/01/30	Mayo
Huo 278 to 281	YF37778 to	70	2022/01/30	Mayo

Claim Name	Grant Number	% Interest	Expiry Date	District
	YF37781			
Huo 282	YF37782	70	2022/01/30	Mayo
Huo 283	YF37783	70	2022/01/30	Mayo
Huo 284	YF37784	70	2022/01/30	Mayo
Huo 285	YF37785	70	2022/01/30	Mayo
Huo 286 to 303	YF37786 to YF37803	70	2022/01/30	Mayo
Huo 304	YF37804	70	2022/01/30	Mayo
Huo 305 to 500	YF37805 to YF38000	70	2022/01/30	Mayo
Huo 501	YF38001	70	2022/01/30	Mayo
Huo 502	YF38002	70	2022/01/30	Mayo
Huo 503 to 512	YF38003 to YF38012	70	2022/01/30	Mayo
Huo 513 to 544	YF38013 to YF38044	70	2022/01/30	Mayo
Huo 545 to 559	YF38045 to YF38059	70	2022/01/30	Mayo
Huo 560	YF38060	70	2022/01/30	Mayo
Io 1	YD82301	70	2021/04/26	Mayo
Io 2 to 14	YD82302 to YD82314	70	2022/04/26	Mayo
Io 15	YD82315	70	2022/04/26	Mayo
Io 16 to 24	YD82316 to YD82324	70	2021/04/26	Mayo
Io 25	YD82325	70	2022/04/26	Mayo
Io 26	YD82326	70	2021/04/26	Mayo
Io 27 to 28	YD82327 to YD82328	70	2022/04/26	Mayo
Io 29	YD82329	70	2021/04/26	Mayo
Io 30	YD82330	70	2022/04/26	Mayo
Io 31	YD82331	70	2021/04/26	Mayo
Io 32	YD82332	70	2022/04/26	Mayo
Io 33	YD82333	70	2021/04/26	Mayo
Io 34	YD82334	70	2022/04/26	Mayo
Io 35	YD82335	70	2021/04/26	Mayo
Io 36	YD82336	70	2024/04/26	Mayo
Io 37	YD82337	70	2021/04/26	Mayo
Io 38	YD82338	70	2024/04/26	Mayo
Io 39	YD82339	70	2021/04/26	Mayo
Io 40 to 46	YD82340 to YD82346	70	2024/04/26	Mayo
Io 47 to 50	YD82347 to YD82350	70	2021/04/26	Mayo
Io 51 to 58	YD82351 to YD82384	70	2025/04/26	Mayo
Io 59 to 84	YD82359 to YD82384	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Io 85 to 94	YD82385 to YD82394	70	2024/04/26	Mayo
Io 95	YD82395	70	2024/04/26	Mayo
Io 96	YD82396	70	2024/04/26	Mayo
Io 97	YD82397	70	2021/04/26	Mayo
Io 98	YD82398	70	2024/04/26	Mayo
Io 99	YD82399	70	2021/04/26	Mayo
Io 100	YD82400	70	2024/04/26	Mayo
Io 101 to 108	YD82401 to YD82408	70	2025/04/26	Mayo
Io 109 to 132	YD82409 to YD82432	70	2021/04/26	Mayo
Io 133 to 134	YD82433 to YD82434	70	2024/04/26	Mayo
Io 135	YD82435	70	2024/04/26	Mayo
Io 136	YD82436	70	2024/04/26	Mayo
Io 137	YD82437	70	2024/04/26	Mayo
Io 138	YD82438	70	2024/04/26	Mayo
Io 139	YD82439	70	2024/04/26	Mayo
Io 140	YD82440	70	2024/04/26	Mayo
Io 141	YD82441	70	2024/04/26	Mayo
Io 142	YD82442	70	2024/04/26	Mayo
Io 143	YD82443	70	2024/04/26	Mayo
Io 144	YD82444	70	2024/04/26	Mayo
Io 145	YD82445	70	2024/04/26	Mayo
Io 146	YD82446	70	2024/04/26	Mayo
Io 147 to 150	YD82447 to YD82450	70	2024/04/26	Mayo
Io 151	YD82451	70	2025/04/26	Mayo
Io 152	YD82452	70	2024/04/26	Mayo
Io 153	YD82453	70	2025/04/26	Mayo
Io 154	YD82454	70	2024/04/26	Mayo
Io 155	YD82455	70	2025/04/26	Mayo
Io 156	YD82456	70	2024/04/26	Mayo
Io 157	YD82457	70	2025/04/26	Mayo
Io 158	YD82458	70	2024/04/26	Mayo
Io 159	YD82459	70	2025/04/26	Mayo
Io 160 to 161	YD82460 to YD82461	70	2024/04/26	Mayo
Io 162	YD82462	70	2025/04/26	Mayo
Io 163 to 174	YD82463 to YD82474	70	2024/04/26	Mayo
Io 175 to 206	YE50745 to YE50776	70	2021/08/17	Mayo
L 19 to 22	YD125677 to YD125680	70	2022/01/26	Mayo
L 35	YD125693	70	2022/01/26	Mayo
L 36	YD125694	70	2022/01/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
L 49 to 50	YD125707 to YD125708	70	2022/01/26	Mayo
L 63 to 64	YD125721 to YD125722	70	2022/01/26	Mayo
M 1 to 2	YD152751 to YD152752	70	2022/04/26	Mayo
M 3 to 20	YD152753 to YD152770	70	2021/04/26	Mayo
M 21 to 22	YD152771 to YD152772	70	2022/04/26	Mayo
M 23	YD152773	70	2021/04/26	Mayo
M 24	YD152774	70	2023/04/26	Mayo
M 25	YD152775	70	2021/04/26	Mayo
M 26	YD152776	70	2023/04/26	Mayo
M 27	YD152777	70	2021/04/26	Mayo
M 28	YD152778	70	2023/04/26	Mayo
M 29	YD152779	70	2021/04/26	Mayo
M 30	YD152780	70	2023/04/26	Mayo
M 31	YD152781	70	2021/04/26	Mayo
M 32	YD152782	70	2023/04/26	Mayo
M 33	YD152783	70	2021/04/26	Mayo
M 34	YD152784	70	2023/04/26	Mayo
M 35	Y152785	70	2021/04/26	Mayo
M 36	YD152786	70	2023/04/26	Mayo
M 37	YD152787	70	2021/04/26	Mayo
M 38	YD152788	70	2023/04/26	Mayo
M 39	YD152789	70	2021/04/26	Mayo
M 40 to 41	YD152790 to YD152791	70	2023/04/26	Mayo
M 42	YD152792	70	2022/04/26	Mayo
M 49 to 52	YD152799 to YD152802	70	2021/04/26	Mayo
MLC 1	YD126239	70	2022/02/25	Mayo
MLC 2	YD126240	70	2022/02/25	Mayo
MLC 3 to 30	YD126241 to YD126268	70	2022/02/25	Mayo
MLC 31 to 32	YD126269 to YD126270	70	2022/02/25	Mayo
MLC 33 to 36	YD126271 to YD126274	70	2022/02/25	Mayo
MLC 38	YD126276	70	2022/02/25	Mayo
MLC 77	YD126315	70	2022/02/25	Mayo
MLC 78 to 106	YD126316 to YD126344	70	2022/02/25	Mayo
MLC 107 to 108	YD126345 to YD126346	70	2022/02/25	Mayo
MLC 109	YD126347	70	2022/02/25	Mayo
MLC 111	YD126349	70	2022/02/25	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
MLC 113	YD126351	70	2022/02/25	Mayo
MLC 115	YD126353	70	2022/02/25	Mayo
MLC 123	YD126361	70	2022/02/25	Mayo
MLC 124	YD126362	70	2022/02/25	Mayo
MLC 125	YD126363	70	2022/02/25	Mayo
MLC 126	YD126364	70	2022/02/25	Mayo
MLC 127	YD126365	70	2022/02/25	Mayo
MLC 128	YD126366	70	2022/02/25	Mayo
MLC 129	YD126367	70	2022/02/25	Mayo
MLC 130 to 132	YD126368 to YD126370	70	2022/02/25	Mayo
MLC 169	YD126407	70	2023/02/25	Mayo
MLC 170	YD126408	70	2023/02/25	Mayo
MLC 171	YD126409	70	2022/02/25	Mayo
MLC 172	YD126410	70	2022/02/25	Mayo
MLC 173	YD126411	70	2022/02/25	Mayo
MLC 174	YD126412	70	2022/02/25	Mayo
MLC 175	YD126413	70	2022/02/25	Mayo
MLC 176	YD126414	70	2022/02/25	Mayo
Mu 1 to 6	YD32852 to YD32857	70	2021/09/27	Mayo
Mu 8 to 16	YD32859 to YD32867	70	2021/09/27	Mayo
Mu 17	YD108350	70	2021/10/19	Mayo
Mu 18 to 32	YD108351 to YD108365	70	2021/10/19	Mayo
Mu 38	YD125961	70	2022/01/26	Mayo
Mu 40	YD125963	70	2022/01/26	Mayo
Mu 47 to 48	YD125970 to YD125971	70	2022/01/26	Mayo
Mu 49 to 54	YD125972 to YD125977	70	2022/01/26	Mayo
Mu 59 to 60	YD125982 to YD125983	70	2022/01/26	Mayo
Mu 61 to 62	YD125984 to YD125985	70	2022/01/26	Mayo
Mu 89 to 92	YD126012 to YD126015	70	2022/01/26	Mayo
Mu 101 to 108	YD126024 to YD126031	70	2022/01/26	Mayo
N 9 to 10	YD05409 to YD05410	70	2022/01/26	Mayo
N 47 to 48	YD04609 to YD04610	70	2022/02/25	Mayo
N 55 to 64	YD04707 to YD04716	70	2022/01/26	Mayo
N 65	YD04627	70	2022/02/25	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
N 65 to 73	YD04717 to YD04725	70	2022/01/26	Mayo
N 75 to 76	YD04727 to YD04728	70	2025/01/26	Mayo
N 77	YD04729	70	2022/01/26	Mayo
N 78	YD04730	70	2025/01/26	Mayo
N 79	YD04731	70	2022/01/26	Mayo
N 80	YD04732	70	2025/01/26	Mayo
N 81	YD04733	70	2022/01/26	Mayo
N 82	YD04734	70	2025/01/26	Mayo
N 83	YD04735	70	2022/01/26	Mayo
N 84	YD04736	70	2025/01/26	Mayo
N 85	YD04737	70	2022/01/26	Mayo
N 86 to 99	YD04738 to YD04751	70	2025/01/26	Mayo
N 100 to 116	YD04752 to YD04768	70	2025/01/26	Mayo
N 117 to 120	YD04769 to YD04772	70	2022/01/26	Mayo
N 121 to 128	YD04773 to YD04780	70	2022/01/26	Mayo
Niao 79	YF38139	70	2022/01/30	Mayo
Niao 81 to 87	YF38141 to YF38147	70	2022/01/30	Mayo
Niao 127 to 132	YF38187 to YF38192	70	2022/01/30	Mayo
Niao 167 to 174	YF38227 to YF38234	70	2022/01/30	Mayo
OA 1	YD04909	70	2023/02/25	Mayo
OA 2 to 78	YD04910 to YD04986	70	2023/02/25	Mayo
OA 81 to 84	YD04989 to YD04992	70	2023/02/25	Mayo
Odd 1 to 5	YD69003 to YD69007	70	2023/09/27	Mayo
Odd 6	YD69008	70	2021/09/27	Mayo
Odd 7 to 16	YD69009 to YD69018	70	2023/09/27	Mayo
Odd 17	YD69019	70	2021/09/27	Mayo
Odd 18	YD69020	70	2023/09/27	Mayo
Odd 19	YD69021	70	2021/09/27	Mayo
Odd 20	YD69022	70	2023/09/27	Mayo
Odd 21	YD69023	70	2021/09/27	Mayo
Odd 22 to 31	YD69024 to YD69033	70	2023/09/27	Mayo
Odd 32	YD69034	70	2021/09/27	Mayo
Odd 41 to 72	YD04853 to YD04884	70	2023/11/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Odd 143 to 150	YD125399 to YD125406	70	2023/03/16	Mayo
Odd 153 to 176	YD125409 to YD125432	70	2023/03/16	Mayo
Odd 180	YD125436	70	2023/03/16	Mayo
Odd 182	YD125438	70	2023/03/16	Mayo
Odd 183 to 208	YD125439 to YD125464	70	2023/03/23	Mayo
Odd 211 to 236	YD125467 to YD125492	70	2023/03/23	Mayo
Odd 241	YD125497	70	2023/03/16	Mayo
Odd 243 to 246	YD125499 to YD125502	70	2023/03/16	Mayo
Odd 247 to 264	YD149476 to YD149493	70	2023/03/16	Mayo
Odd 269	YD149498	70	2023/03/21	Mayo
Odd 271 to 281	YD149500 to YD149510	70	2023/03/21	Mayo
Odd 283	YD149512	70	2023/03/21	Mayo
Odd 285	YD149514	70	2023/03/21	Mayo
Odd 287	YD149516	70	2023/03/21	Mayo
Odd 291	YD149520	70	2023/03/21	Mayo
Odd 293	YD149522	70	2023/03/21	Mayo
Odd 295	YD149524	70	2023/03/21	Mayo
Odd 297	YD149526	70	2023/03/21	Mayo
PA 1	YD04673	70	2025/03/21	Mayo
PA 2	YD04674	70	2025/03/21	Mayo
PA 3	YD04675	70	2025/03/21	Mayo
PA 4	YD04676	70	2025/03/21	Mayo
PA 5	YD04677	70	2025/03/21	Mayo
PA 6	YD04678	70	2025/03/21	Mayo
PA 7	YD04679	70	2025/03/21	Mayo
PA 8	YD04680	70	2025/03/21	Mayo
PA 9	YD04681	70	2025/03/21	Mayo
PA 10	YD04682	70	2025/03/21	Mayo
PA 11	YD04683	70	2025/03/21	Mayo
PA 12	YD04684	70	2025/03/21	Mayo
PA 13 to 14	YD04685 to YD04686	70	2025/03/21	Mayo
PA 15	YD04687	70	2025/03/21	Mayo
PA 16	YD04688	70	2025/03/21	Mayo
PA 17	YD04689	70	2025/03/21	Mayo
PA 18	YD04690	70	2025/03/21	Mayo
PA 19	YD04691	70	2025/03/21	Mayo
PA 20 to 24	YD04692 to YD04696	70	2025/03/21	Mayo
PA 25 to 32	YD04901 to YD04908	70	2025/03/21	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Pi 1 to 16	YD32884 to YD32899	70	2022/09/27	Mayo
Pi 17 to 18	YD05101 to YD05102	70	2025/01/26	Mayo
Pi 19 to 22	YD05103 to YD05106	70	2024/01/26	Mayo
Pi 23 to 27	YD05107 to YD05111	70	2025/01/26	Mayo
Pi 28 to 38	YD05112 to YD05122	70	2025/01/26	Mayo
Q 1	YD04993	70	2022/03/16	Mayo
Q 2 to 7	YD04994 to YD04999	70	2025/03/16	Mayo
Q 8 to 16	YD05000 to YD05008	70	2025/02/25	Mayo
Q 41 to 42	YD05033 to YD05034	70	2023/02/25	Mayo
Q 43 to 44	YD05035 to YD05036	70	2022/02/25	Mayo
Q 45 to 56	YD05037 to YD05048	70	2025/02/25	Mayo
Q 57 to 60	YD05051 to YD05054	70	2025/02/25	Mayo
Q 61 to 66	YD05055 to YD05060	70	2025/02/25	Mayo
Q 68	YD05062	70	2022/02/25	Mayo
Q 89 to 98	YD05083 to YD05092	70	2025/03/16	Mayo
Q 99 to 106	YD05093 to YD05100	70	2025/03/16	Mayo
Q 107 to 128	YD05123 to YD05144	70	2025/03/16	Mayo
Q 129 to 152	YD05145 to YD05168	70	2025/02/25	Mayo
Q 155 to 182	YD05173 to YD05200	70	2025/03/16	Mayo
Q 183 to 200	YD05301 to YD05318	70	2025/03/16	Mayo
Q 201	YD05319	70	2025/03/16	Mayo
Q 202	YD05320	70	2025/03/16	Mayo
Q 203	YD05321	70	2025/03/16	Mayo
Q 204	YD05322	70	2025/03/16	Mayo
Q 205	YD05323	70	2025/03/16	Mayo
Q 206	YD05324	70	2025/03/16	Mayo
Q 207	YD05325	70	2025/03/16	Mayo
Q 208	YD05326	70	2025/03/16	Mayo
Q 209	YD05327	70	2025/03/16	Mayo
Q 210	YD05328	70	2025/03/16	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Q 211	YD05329	70	2025/02/25	Mayo
Q 212	YD05330	70	2025/02/25	Mayo
Q 213 to 218	YD05331 to YD05336	70	2025/02/25	Mayo
Q 227 to 270	YD05345 to YD05388	70	2025/03/16	Mayo
Q 271 to 282	YD05389 to YD05400	70	2025/02/25	Mayo
Q 283 to 286	YD152603 to YD152606	70	2025/02/25	Mayo
Q 287 to 288	YD152607 to YD152608	70	2025/02/25	Mayo
Q 289 to 290	YD152609 to YD156210	70	2025/02/25	Mayo
Q 291 to 342	YD152611 to YD1522662	70	2025/03/16	Mayo
Q 343 to 350	YD152663 to Yd152670	70	2025/02/25	Mayo
Q 351 to 352	YD152671 to YD152672	70	2025/02/25	Mayo
Q 355 to 382	YD152675 to YD152702	70	2025/03/21	Mayo
Q 383 to 400	YD152503 to YD152520	70	2025/03/21	Mayo
Q 401 to 414	YD152521 to YD152534	70	2025/02/25	Mayo
Q 415	YD152535	70	2025/02/25	Mayo
Q 416	YD152536	70	2025/02/25	Mayo
Q 417 to 454	YD152537 to YD152574	70	2025/03/16	Mayo
Q 455 to 482	YD152575 to YD152602	70	2025/02/25	Mayo
Q 483 to 524	YD152703 to YD152744	70	2025/02/25	Mayo
Qi 46	YD81946	70	2022/04/26	Mayo
Qi 48	YD81948	70	2022/04/26	Mayo
Qi 50	YD81950	70	2022/04/26	Mayo
Qi 52	YD81952	70	2022/04/26	Mayo
Qi 54	YD81954	70	2022/04/26	Mayo
Qi 56	YD81956	70	2022/04/26	Mayo
Qi 58	YD81958	70	2022/04/26	Mayo
Qi 60	YD81960	70	2022/04/26	Mayo
Qi 62	YD81962	70	2022/04/26	Mayo
Qi 64 to 74	YD81964 to YD81974	70	2022/04/26	Mayo
R 291	YD148793	70	2022/03/16	Mayo
R 292	YD148794	70	2022/03/16	Mayo
R 308	YD148810	70	2024/03/21	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
R 391 to 394	YD148893 to YD148896	70	2022/03/16	Mayo
R 419 to 424	YD148921 to YD148926	70	2022/03/16	Mayo
R 507	YD149009	70	2022/03/23	Mayo
R 509	YD149011	70	2022/03/23	Mayo
R 515 to 516	YD149017 to YD149018	70	2022/03/23	Mayo
R 518	YD149020	70	2022/03/23	Mayo
R 520	YD149022	70	2022/03/23	Mayo
R 522	YD149024	70	2022/03/23	Mayo
R 524	YD149026	70	2022/03/23	Mayo
R 608	YD149110	70	2022/03/23	Mayo
R 610	YD149112	70	2022/03/23	Mayo
R 612	YD149114	70	2022/03/23	Mayo
R 614	YD149116	70	2022/03/23	Mayo
R616	YD149118	70	2022/03/23	Mayo
S 1	YD149433	70	2022/03/21	Mayo
S 2	YD149434	70	2022/03/21	Mayo
S 3	YD149435	70	2022/03/21	Mayo
S 4	YD149436	70	2022/03/21	Mayo
S 5	YD149437	70	2022/03/21	Mayo
S 6	YD149438	70	2022/03/21	Mayo
S 7	YD149439	70	2022/03/21	Mayo
S 8	YD149440	70	2022/03/21	Mayo
S 9	YD149441	70	2022/03/21	Mayo
S 10	YD149442	70	2022/03/21	Mayo
S 11	YD149443	70	2022/03/21	Mayo
S 12	YD149444	70	2022/03/21	Mayo
S 13	YD149445	70	2022/03/21	Mayo
S 14	YD149446	70	2022/03/21	Mayo
S 15	YD149447	70	2022/03/21	Mayo
S 16	YD149448	70	2022/03/21	Mayo
S 17	YD149449	70	2022/03/21	Mayo
S 18	YD149450	70	2022/03/21	Mayo
S 19	YD149451	70	2022/03/21	Mayo
S 20	YD149452	70	2022/03/21	Mayo
S 21	YD149453	70	2022/03/23	Mayo
S 23	YD149455	70	2022/03/23	Mayo
S 25	YD149457	70	2022/03/23	Mayo
S 27	YD149459	70	2022/03/23	Mayo
S 29	YD149461	70	2022/03/23	Mayo
S 31	YD149531	70	2022/03/23	Mayo
S 33	YD149533	70	2022/03/23	Mayo
S 35	YD149535	70	2022/03/23	Mayo
S 37	YD149537	70	2022/03/23	Mayo
S 39	YD149539	70	2022/03/23	Mayo
S 41	YD149541	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
S 43	YD149543	70	2022/03/23	Mayo
S 45	YD149545	70	2022/03/23	Mayo
S 47	YD149547	70	2022/03/21	Mayo
S 49	YD149549	70	2022/03/21	Mayo
S 51	YD149551	70	2022/03/21	Mayo
S 53	YD149553	70	2022/03/21	Mayo
S 55	YD149555	70	2022/03/21	Mayo
S 57	YD149557	70	2022/03/21	Mayo
S 59	YD149559	70	2022/03/21	Mayo
S 61	YD149561	70	2022/03/21	Mayo
S 63	YD149563	70	2022/03/21	Mayo
S 65	YD149565	70	2022/03/21	Mayo
S 67	YD149567	70	2022/03/21	Mayo
S 69	YD149569	70	2022/03/21	Mayo
S 71	YD149571	70	2022/03/21	Mayo
S 73	YD149573	70	2022/03/21	Mayo
S 75	YD149575	70	2022/03/21	Mayo
S 76	YD149576	70	2022/03/21	Mayo
S 79 to 82	YD149579 to YD149582	70	2022/03/23	Mayo
S 83 to 84	YD149583 to YD149584	70	2022/03/23	Mayo
S 85 to 100	YD149585 to YD149600	70	2022/03/23	Mayo
S 123 to 126	YD149623 to YD149626	70	2022/03/23	Mayo
S 127 to 128	YD149627 to YD149628	70	2022/03/23	Mayo
S 129 to 144	YD149629 to YD149644	70	2022/03/23	Mayo
S 167 to 182	YD149701 to YD149682	70	2022/03/23	Mayo
S 201 to 216	YD149701 to YD149716	70	2022/03/21	Mayo
S 233 to 248	YD149733 to YD149748	70	2022/03/21	Mayo
S 249 to 250	YD149749 to YD149750	70	2022/03/21	Mayo
S 263 to 278	YD149763 to YD149778	70	2022/03/21	Mayo
S 279 to 280	YD149779 to YD149780	70	2022/03/21	Mayo
S 291 to 306	YD149791 to YD149806	70	2022/03/23	Mayo
S 307 to 308	YD149807 to YD149808	70	2022/03/23	Mayo
S 317 to 318	YD149817 to YD149818	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
S 319 to 320	YD149819 to YD149820	70	2022/03/23	Mayo
S 321 to 336	YD149821 to YD149836	70	2022/03/23	Mayo
S 337	YD149837	70	2022/03/23	Mayo
S 345 to 346	YD149845 to YD149846	70	2022/03/23	Mayo
S 347 to 348	YC149847 to YD149848	70	2022/03/23	Mayo
S 349 to 364	YD149849 to YD149864	70	2022/03/23	Mayo
S 371 to 372	YD149871 to YD149872	70	2022/03/23	Mayo
S 373 to 374	YD149873 to YD149874	70	2022/03/23	Mayo
S 375 to 390	YD149875 to YD149890	70	2022/03/23	Mayo
S 395 to 398	YD149895 to YD149898	70	2022/03/23	Mayo
S 399 to 410	YD149899 to YD149910	70	2022/03/23	Mayo
S 411 to 413	YD149911 to YD149913	70	2022/03/21	Mayo
S 414	YD149914	70	2022/03/21	Mayo
S 415 to 424	YD149915 to YD149924	70	2022/03/21	Mayo
S 425 to 426	YD149925 to YD149926	70	2022/03/21	Mayo
S 427 to 428	YD149927 to YD149928	70	2022/03/21	Mayo
S 429 to 436	YD149929 to YD149936	70	2022/03/21	Mayo
S 437 to 438	YD149937 to YD149938	70	2022/03/21	Mayo
S 439 to 440	YD149939 to YD149940	70	2022/03/21	Mayo
S 441 to 446	YD149941 to YD149946	70	2022/03/21	Mayo
S 447 to 448	YD149947 to YD149948	70	2022/03/21	Mayo
S 449 to 450	YD149949 to YD149950	70	2022/03/21	Mayo
S 451 to 454	YD149951 to YD149954	70	2022/03/21	Mayo
S 455 to 456	YD149955 to YD149956	70	2022/03/23	Mayo
S 457 to 458	YD149957 to YD149958	70	2022/03/23	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
S 459 to 460	YD149959 to YD149960	70	2022/03/23	Mayo
S 470 to 471	YD149970 to YD149971	70	2022/03/21	Mayo
S 473 to 476	YD149973 to YD149976	70	2022/03/21	Mayo
S 477	YD149977	70	2022/03/23	Mayo
S 509 to 510	YD150009 to YD150010	70	2022/03/23	Mayo
S 512	YD150012	70	2022/03/23	Mayo
T 2	YD126037	70	2022/01/26	Mayo
T 4	YD126039	70	2022/01/26	Mayo
T 6	YD126041	70	2022/01/26	Mayo
T 8	YD126043	70	2022/01/26	Mayo
T 10	YD126045	70	2022/01/26	Mayo
T 12	YD126047	70	2022/01/26	Mayo
T 14	YD126049	70	2022/01/26	Mayo
T 16	YD126051	70	2022/01/26	Mayo
T 55 to 56	YD126090 to YD126091	70	2023/01/26	Mayo
T 57 to 82	YD126092 to YD126117	70	2022/01/26	Mayo
T 84	YD126119	70	2022/01/26	Mayo
T 86	YD126121	70	2022/01/26	Mayo
T 88	YD126123	70	2022/01/26	Mayo
T 90	YD126125	70	2022/01/26	Mayo
T 92	YD126127	70	2022/01/26	Mayo
T 94	YD126129	70	2022/01/26	Mayo
T 96	YD126131	70	2022/01/26	Mayo
T 98	YD 126133	70	2022/01/26	Mayo
T 100	YD126135	70	2022/01/26	Mayo
T 123	YD126158	70	2022/01/26	Mayo
T 125	YD126160	70	2022/01/26	Mayo
T 127	YD126162	70	2022/01/26	Mayo
T 129	YD126164	70	2022/01/26	Mayo
T 131 to 154	YD126166 to YD126189	70	2022/01/26	Mayo
T 156	YD126191	70	2022/01/26	Mayo
T 158	YD126193	70	2022/01/26	Mayo
T 160	YD126195	70	2022/01/26	Mayo
T 162	YD126197	70	2022/01/26	Mayo
T 175	YD126210	70	2022/01/26	Mayo
T 177	YD126212	70	2022/01/26	Mayo
T 179	YD126214	70	2022/01/26	Mayo
T 181 to 184	YD126216 to YD126219	70	2022/01/26	Mayo
T 227	YD125824	70	2022/01/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
T 291 to 302	YD125888 to YD125899	70	2022/01/26	Mayo
T 319	YD125916	70	2022/01/26	Mayo
T 321	YD125918	70	2022/01/26	Mayo
T 323	YD125920	70	2022/01/26	Mayo
T 325 to 326	YD125922 to YD125923	70	2022/01/26	Mayo
T 328	YD125925	70	2022/01/26	Mayo
T 330	YD125927	70	2022/01/26	Mayo
T 332	YD125929	70	2022/01/26	Mayo
T 334 to 342	YD125931 to YD125939	70	2022/01/26	Mayo
T 349	YD125946	70	2022/01/26	Mayo
T 351	YD125948	70	2022/01/26	Mayo
T 353	YD125950	70	2022/01/26	Mayo
T 355	YD125952	70	2022/01/26	Mayo
T 357	YD125954	70	2022/01/26	Mayo
TA 62	YD79562	70	2021/04/26	Mayo
TA 64	YD79564	70	2021/04/26	Mayo
TA 361 to 362	YD79861 to YD79862	70	2021/04/26	Mayo
Tau 1 to 6	YD32868 to YD32873	70	2021/09/27	Mayo
Tau 9 to 14	YD32876 to YD32881	70	2021/09/27	Mayo
Tau 17	YD108326	70	2021/10/19	Mayo
Tau 19	YD108328	70	2021/10/19	Mayo
Tau 21 to 40	YD108330 to YD10349	70	2021/10/19	Mayo
Tau 42	YD04802	70	2021/11/23	Mayo
Tau 44	YD04804	70	2021/11/23	Mayo
Tau 46	YD04806	70	2021/11/23	Mayo
Tau 49 to 84	YD04809 to YD04844	70	2021/11/23	Mayo
TT 547 to 548	YD153435 to YD153436	70	2022/04/26	Mayo
TT 551 to 556	YD153439 to YD153444	70	2022/04/26	Mayo
TT 565 to 566	YD153453 to YD153454	70	2022/04/26	Mayo
TT 585 to 594	YD153473 to YD153482	70	2022/04/26	Mayo
TT 605 to 614	YD153493 to YD153502	70	2022/04/26	Mayo
TT 615	YD151272	70	2022/04/26	Mayo
TT 619 to 625	YD151276 to YD151282	70	2022/04/26	Mayo
TT 627	YD151284	70	2022/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
TT 630	YD151287	70	2022/04/26	Mayo
TW 32	YE50032	100	2021/08/17	Mayo
TW 34	YE50034	100	2021/08/17	Mayo
TW 63	YE50063	100	2021/08/17	Mayo
TW 65	YE50065	100	2021/08/17	Mayo
TW 122	YE50122	100	2021/08/17	Mayo
TW 124	YE50124	100	2021/08/17	Mayo
TW 126	YE50126	100	2021/08/17	Mayo
TW 128	YE50128	100	2021/08/17	Mayo
TW 130	YE50130	100	2021/08/17	Mayo
TW 132	YE50132	100	2021/08/17	Mayo
TW 134	YE50134	100	2021/08/17	Mayo
TW 194 to 204	YE50191 to YE50204	100	2021/08/17	Mayo
U 698	YD151152	70	2023/04/26	Mayo
U 700	YD151154	70	2023/04/26	Mayo
U 702	YD151156	70	2021/04/26	Mayo
U 704	YD151158	70	2023/04/26	Mayo
U 706	YD151160	70	2023/04/26	Mayo
U 708	YD151162	70	2023/04/26	Mayo
U 710	YD151164	70	2023/04/26	Mayo
U 712	YD151166	70	2023/04/26	Mayo
U 733 to 746	YD151187 to YD151200	70	2023/04/26	Mayo
U 763	YD151217	70	2023/04/26	Mayo
U 765	YD151219	70	2023/04/26	Mayo
U 767	YD151221	70	2023/04/26	Mayo
U 769	YD151223	70	2023/04/26	Mayo
U 771	YD151225	70	2023/04/26	Mayo
U 787 to 794	YD151241 to YD151248	70	2023/04/26	Mayo
U 809 to 816	YD151263 to YD151270	70	2023/04/26	Mayo
V 1	YD78651	70	2022/04/26	Mayo
V 3	YD78653	70	2022/04/26	Mayo
V 4	YD78654	70	2022/04/26	Mayo
V 5	YD78655	70	2022/04/26	Mayo
V 6	YD78656	70	2022/04/26	Mayo
V 7	YD78657	70	2022/04/26	Mayo
V 8	YD78658	70	2022/04/26	Mayo
V 9	YD78659	70	2022/04/26	Mayo
V 11	YD78661	70	2022/04/26	Mayo
V 13	YD78663	70	2022/04/26	Mayo
V 15	YD78665	70	2022/04/26	Mayo
V 17	YD78667	70	2022/04/26	Mayo
V 19	YD78669	70	2022/04/26	Mayo
V 21	YD78671	70	2022/04/26	Mayo
V 23	YD78673	70	2022/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
V 26	YD78676	70	2021/04/26	Mayo
V 29 to 34	YD78679 to YD78684	70	2022/04/26	Mayo
V 59 to 64	YD78709 to YD78714	70	2022/04/26	Mayo
V 89 to 90	YD78739 to YD78740	70	2021/04/26	Mayo
V 139 to 141	YD78789 to YD78791	70	2022/04/26	Mayo
V 159 to 160	YD78809 to YD78810	70	2022/04/26	Mayo
V 182	YD78832	70	2022/04/26	Mayo
V 197	YD78847	70	2022/04/26	Mayo
V 199	YD78849	70	2022/04/26	Mayo
W 1 to 11	YD79001 to YD79011	70	2021/04/26	Mayo
W 12	YD79012	70	2021/04/26	Mayo
W 13	YD79013	70	2021/04/26	Mayo
W 14	YD79014	70	2021/04/26	Mayo
W 15	YD79015	70	2021/04/26	Mayo
W 16	YD79016	70	2021/04/26	Mayo
W 17	YD79017	70	2021/04/26	Mayo
W 18	YD79018	70	2021/04/26	Mayo
W 159 to 164	YD79159 to YD79164	70	2021/04/26	Mayo
W 191 to 198	YD79191 to YD79198	70	2021/04/26	Mayo
W 213	YD79213	70	2021/04/26	Mayo
W 215	YD79215	70	2021/04/26	Mayo
W 217	YD79217	70	2021/04/26	Mayo
W 219	YD79219	70	2021/04/26	Mayo
W 221	YD79221	70	2021/04/26	Mayo
W 223	YD79223	70	2021/04/26	Mayo
W 225 to 228	YD79225 to YD79228	70	2021/04/26	Mayo
W 243 to 256	YD79243 to YD79256	70	2021/04/26	Mayo
W 271 to 272	YD79271 to YD79272	70	2021/04/26	Mayo
W 273	YD79273	70	2021/04/26	Mayo
W 274	YD79274	70	2021/04/26	Mayo
W 275	YD79275	70	2021/04/26	Mayo
W 276	YD79276	70	2021/04/26	Mayo
W 277	YD79277	70	2021/04/26	Mayo
W 278	YD79278	70	2021/04/26	Mayo
W 280	YD79280	70	2021/04/26	Mayo
W 282 to 283	YD79282 to YD79283	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
W 285	YD79285	70	2021/04/26	Mayo
W 287	YD79287	70	2021/04/26	Mayo
W 289	YD79289	70	2021/04/26	Mayo
W 291	YD79291	70	2021/04/26	Mayo
W 293	YD79293	70	2021/04/26	Mayo
W 295	YD79295	70	2021/04/26	Mayo
W 297	YD79297	70	2021/04/26	Mayo
W 299 to 300	YD79299 to YD79300	70	2021/04/26	Mayo
W 301 to 306	YD79301 to YD79306	70	2021/04/26	Mayo
W 315 to 336	YD79315 to YD79336	70	2021/04/26	Mayo
W 345 to 352	YD79345 to YD79352	70	2021/04/26	Mayo
W 640 to 645	YD78640 to YD78645	70	2021/04/26	Mayo
Waldo 1 to 28	YE50943 to YE50970	70	2021/08/17	Mayo
X 21	YD152823	70	2022/03/23	Mayo
X 23	YD152825	70	2022/03/23	Mayo
X 25	YD152827	70	2022/03/23	Mayo
X 27	YD152829	70	2022/03/23	Mayo
X 29	YD152831	70	2022/03/23	Mayo
X 31	YD152833	70	2022/03/23	Mayo
X 33	YD152835	70	2022/03/23	Mayo
X 35	YD152837	70	2022/03/23	Mayo
X 49	YD152851	70	2022/03/23	Mayo
X 51	YD152853	70	2022/03/23	Mayo
X 332	YD153134	70	2021/04/26	Mayo
X 334	YD153136	70	2021/04/26	Mayo
X 336 to 338	YD153138 to YD153140	70	2021/04/26	Mayo
X 339 to 350	YD153141 to YD153152	70	2021/04/26	Mayo
X 406	YD153208	70	2021/04/26	Mayo
X 408	YD153210	70	2021/04/26	Mayo
X 410	YD153212	70	2021/04/26	Mayo
X 423 to 426	YD153225 to YD153228	70	2021/04/26	Mayo
X 427 to 428	YD153229 to YD153230	70	2021/04/26	Mayo
X 441 to 444	YD153243 to YD153246	70	2021/04/26	Mayo
X 445 to 446	YD153247 to YD153248	70	2021/04/26	Mayo
X 459 to 462	YD153261 to YD153264	70	2021/04/26	Mayo

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
X 463 to 464	YD153265 to YD153266	70	2021/04/26	Mayo
X 466	YD153268	70	2021/04/26	Mayo
X 468	YD153270	70	2021/04/26	Mayo
X 470	YD153272	70	2021/04/26	Mayo
X 477 to 492	YD153279 to YD153294	70	2021/04/26	Mayo
X 493	YD153295	70	2021/04/26	Mayo

**Property: Rogue**

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
A 94	YD65984	100	2021/10/19	Mayo
A 96	YD65986	100	2021/10/19	Mayo
A 264	YD66153	100	2021/10/19	Mayo
A 319	YD66208	100	2021/10/19	Mayo
A 321	YD66210	100	2021/10/19	Mayo
AL 1	YC69941	100	2021/10/19	Mayo
AL 3	YC69943	100	2021/10/19	Mayo
AL 118	YC97604	100	2021/10/19	Mayo
AR 1 to 22	YD79975 to YD79996	100	2021/09/10	Mayo
AR 23 to 36	YE51087 to YE51100	100	2021/09/10	Mayo
AR 37 to 40	YC97641 to YC97644	100	2021/09/10	Mayo
AR 41 to 46	YD17339 to YD17344	100	2021/09/10	Mayo
AR 47 to 56	YD17291 to YD17300	100	2021/09/10	Mayo
AR 57 to 90	YD17257 to YD17290	100	2021/09/10	Mayo
B 236	YD66573	100	2021/10/19	Mayo
B 238	YD66575	100	2021/10/19	Mayo
B 240 to 244	YD66577 to YD66581	100	2021/10/19	Mayo
B 276	YD66611	100	2021/10/19	Mayo
B 301	YD66636	100	2021/10/19	Mayo
B 303	YD66638	100	2021/10/19	Mayo
B 305	YD66640	100	2021/10/19	Mayo
B 307	YD66642	100	2021/10/19	Mayo
E 362	YD68318	100	2021/10/19	Mayo
E 466 to 467	YD68422 to YD68423	100	2021/10/19	Mayo
E 483	YD68439	100	2022/10/19	Mayo
E 485	YD68441	100	2022/10/19	Mayo
JP 1 to 2	YC97571 to YC97572	100	2021/10/19	Mayo

Claim Name	Grant Number	% Interest	Expiry Date	District
JP 5	YC97575	100	2021/10/19	Mayo
JP 7	YC97577	100	2021/10/19	Mayo
RS 8	YC97594	100	2021/10/19	Mayo
Wilson 1	YC57747	100	2021/10/19	Mayo

**Property: Tosh**

Claim Name	Grant Number	% Interest	Expiry Date	District
K 72	YE51012	100	2021/06/28	Whitehorse
K 74	YE51014	100	2021/06/28	Whitehorse
K 76	YE51016	100	2021/06/28	Whitehorse
K 78	YE51018	100	2021/06/28	Whitehorse
K 80	YE51020	100	2021/06/28	Whitehorse
KOOSE 1 to 8	YC94658 to YC94665	100	2025/07/08	Whitehorse
KR 1 to 14	YC26710 to YC26723	100	2022/03/15	Whitehorse
KR 17 to 32	YC26724 to YC26739	100	2022/03/15	Whitehorse
KR NORTH 85 to 88	YD30885 to YD30888	100	2021/08/27	Whitehorse
KR NORTH 111 to 114	YD30911 to YD30914	100	2021/08/27	Whitehorse
KR PAN 5 to 6	YD30919 to YD30920	100	2021/08/27	Whitehorse
KR PAN 11	YD30925	100	2021/08/27	Whitehorse
KR PAN 13	YD30927	100	2021/08/27	Whitehorse
KR PAN 15	YD30929	100	2021/08/27	Whitehorse
KR PAN 17	YD30931	100	2021/08/27	Whitehorse
KR PAN 19	YD30933	100	2021/08/27	Whitehorse
KR PAN 21	YD30935	100	2021/08/27	Whitehorse
KR PAN 35	YD30949	100	2021/08/27	Whitehorse
KR PAN 37	YD30951	100	2021/08/27	Whitehorse
KR PAN 39	YD30953	100	2021/08/27	Whitehorse
KR PAN 41	YD30955	100	2021/08/27	Whitehorse
KR PAN 43	YD30957	100	2021/08/27	Whitehorse
KR PAN 45	YD30959	100	2021/08/27	Whitehorse
KR PAN 47	YD30961	100	2021/08/27	Whitehorse
KR RON 19 to 20	YD30981 to YD30982	100	2024/08/27	Whitehorse
KR RON 27 to 28	YD30989 to YD30990	100	2024/08/27	Whitehorse
KR RON 33 to 36	YD30995 to YD30998	100	2024/08/28	Whitehorse
T 17	YE51037	100	2021/06/28	Whitehorse
T 19	YE51039	100	2021/06/28	Whitehorse
YARROW 1 to 4	YC94666 to YC94669	100	2021/07/24	Whitehorse

**Property: Cliff**

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
CLIFF 19 to 28	YD125161 to YD125170	100	2022/01/06	Whitehorse
CLIFF 51	YD125193	100	2022/01/06	Whitehorse
CLIFF 53	YD125195	100	2022/01/06	Whitehorse
CLIFF 55	YD125197	100	2022/01/06	Whitehorse
CLIFF 57	YD125199	100	2022/01/06	Whitehorse
CLIFF 59	YD125201	100	2022/01/06	Whitehorse
CLIFF 61 to 66	YE51181 to YE51186	100	2022/06/28	Whitehorse
CLIFF 67 to 68	YE51187 to YE51188	100	2021/06/28	Whitehorse
CLIFF 85 to 88	YE51305 to YE51308	100	2022/06/28	Whitehorse
CLIFF 90	YE51310	100	2022/06/28	Whitehorse
CLIFF 92	YE51312	100	2022/06/28	Whitehorse

**Property: Rainbow**

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
End of the 1 to 6	YE51692 to YE51697	70	2021/09/20	Mayo

**Property: Cynthia**

<b>Claim Name</b>	<b>Grant Number</b>	<b>% Interest</b>	<b>Expiry Date</b>	<b>District</b>
Cynthia 10	YC10266	100	2021/06/17	Mayo
Cynthia 11 to 14	YC10730 to YC10733	100	2021/07/11	Mayo
Cynthia 21 to 26	YC10740 to YC10745	100	2021/07/11	Mayo

**PROPERTY CLAIMS MAPS**

[NTD: Insert Claims maps.]

**SCHEDULE “B”**  
**CLAIMS MORTGAGE**  
**MORTGAGE IN SUPPORT OF GUARANTEE**

THIS MORTGAGE is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**A M O N G:**

**SKYLEDGER TECH CORP.**, a corporation incorporated and organized under the Laws of the Province of British Columbia

(the “**Payor**”)

**AND:**

**18526 YUKON INC.**, a corporation incorporated and organized under the Laws of the Yukon

(the “**Recipient**”)

**AND:**

**SENOA GOLD CORP.**, a corporation incorporated and organized under the Laws of the Yukon

(the “**Guarantor**”)

**WHEREAS:**

- A. the Payor, the Recipient and the Guarantor executed and delivered a purchase and sale agreement dated December 1, 2020 (the “**Purchase Agreement**”), pursuant to which, among other things, the Payor agreed to purchase from the Recipient all of the issued shares of the Guarantor (the “**Shares**”);
- B. pursuant to the Purchase Agreement, the Payor and the Guarantor agreed to enter into a resource bonus payment agreement dated as of the date hereof (the “**Resource Bonus Payment Agreement**”);
- C. the Resource Bonus Payment Agreement includes, among other things, the agreement of the Payor to pay to the Recipient a certain resource bonus payment on each of the six claim groups forming a part of the Claims (as defined herein), contingent upon the occurrence of certain mineral resources being established, announced, published or declared (each, a “**Resource Bonus Payment**”);

- D. an aggregate of \$1,000,000 to be paid by the Payor for 65,470 of the Shares remains outstanding and as such, to evidence the continuing payment obligation, on closing of the transactions contemplated under the Purchase Agreement, the Payor and the Guarantor executed and delivered to and in favour of the Recipient, an interest-bearing promissory note, which is attached hereto as Schedule "A" (the "**Promissory Note**");

**NOW THEREFORE**, in consideration of the foregoing and the transactions contemplated under the Resource Bonus Payment Agreement and the Promissory Note and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Guarantor covenants and agrees as follows:

## 1. Definitions

- (a) “**Claims**” means the Cynthia, Cliff, Einarson, Rogue, Rainbow and Tosh mineral claims, including any lease of such claims, and any claim or lease of a claim forming part of the Claims acquired pursuant to the provisions of the *Quartz Mining Act* (Yukon), or the *Placer Mining Act* (Yukon), all as described in Schedule “B” attached hereto; any AOI Property (as defined in the Resource Bonus Payment Agreement) that is included in the Resource Bonus Payment Agreement subsequent to the date of this Agreement; and any other Mining Rights or other rights that currently or in the future form part of the Claims, and any subsequent AOI Property.
- (b) “**Guarantor Obligations**” has the meaning ascribed thereto in Section 5.1(a) of the Resource Bonus Payment Agreement.
- (c) “**Mining Rights**” means:
  - (i) the mineral rights, claims, mineral claims, leases and tenements comprising the Claims as of the date hereof, including those set forth in Schedule “B” attached hereto;
  - (ii) any other mineral rights, claims, mineral claims, leases and tenements from time to time comprising the Claims or any AOI Property, including other tenure or other rights necessary to access and work upon the Claims and to access the surface of the Claims, such as ownership rights, leasing agreements, lands temporal occupation agreements, surface rights or otherwise;
  - (iii) any permits or licences relating to the Claims that are issued under the *Quartz Mining Act* (Yukon), the *Quartz Mining Land Use Regulation* or the *Waters Act* (Yukon) or any related legislation or regulation;
  - (iv) any other leases, permits, easements, licences, claims, subleases, rights of way or other rights to carry out or conduct mining operations connected with the mineral rights, claims, mineral claims, leases and tenements referred to in paragraphs (i), (ii), or (iii) of this definition of Mining Rights issued or transferred to or held by or on behalf of the Payor or the Guarantor or in which the Payor or the Guarantor has or acquires any interest or shares therein;and includes:
  - A. any applications for, or mineral rights, claims, mineral claims and tenements or access to the surface of the Claims issued in place of those referred to above;
  - B. the mineral rights, claims, mineral claims and tenements or surface access rights referred to above as renewed, extended, modified or varied from time to time; and

- C. any applications for permits, easements, licences, leases, subleases, rights of way or other rights to carry out mining operations, issued in place of those referred to above,

and for the purposes of this Mortgage the terms “**mine**”, “**claim**” and “**mineral claim**” shall have the respective meanings set forth in the *Quartz Mining Act* (Yukon) or the *Placer Mining Act* (Yukon), as applicable.

## **2. Grant of Security**

- (a) This Mortgage is collateral security for the payment of the Promissory Note and it is agreed that this Mortgage and the Promissory Note together constitute one security for the benefit of the Recipient, that payment on account of either shall constitute payment on account of the other and that default under this Mortgage or the Promissory Note shall constitute a default under both such documents.
- (b) This Mortgage is additionally collateral security for the Guarantor Obligations and it is agreed that this Mortgage and the Resource Bonus Payment Agreement together constitute one security for the benefit of the Recipient, that payment on account of either shall constitute payment on account of the other and that default under this Mortgage or the Resource Bonus Payment Agreement shall constitute a default under both such documents.
- (c) The Guarantor hereby grants, assigns, mortgages and charges:
  - (i) as and by way of a fixed and specific mortgage and charge the Claims described in Schedule “B” or in any schedule hereafter annexed hereto in substitution therefor; and
  - (ii) as and by way of a floating charge in respect of the AOI Property, whether now owned or hereafter acquired by or on behalf of the Guarantor and not described in Schedule “B”.
- (d) The security constituted by this Mortgage is not in substitution for any other security for the Guarantor Obligations, the Promissory Note, or for any other agreement between the parties creating an interest in all or part of the Claims, whether made before or after this Mortgage. This Agreement is intended to be a continuing agreement and shall remain in full force and effect until discharged in accordance with this Mortgage or otherwise.

## **3. General Covenants and Representations**

3.1 The Guarantor covenants and agrees with the Recipient that the terms and conditions of the Purchase Agreement are a direct benefit to the Guarantor and constitute good and sufficient consideration for the Promissory Note, the Guarantor Obligations, the Resource Bonus Payment Agreement and this Mortgage in support thereof.

3.2 The Guarantor additionally covenants and agrees with the Recipient that:

- (a) the Guarantor has the right to mortgage and charge the Claims;
- (b) on demand hereunder, the Recipient shall have quiet possession of the Claims free from all encumbrances;
- (c) the Guarantor will, from time to time and upon written demand therefor by the Recipient, execute such further assurances in respect of the Claims as may be required by the Recipient;
- (d) the Guarantor has done no act to encumber the Claims save as set out herein;
- (e) the Guarantor shall maintain the Claims in good standing and shall annually file all necessary assessment reports, or payments in lieu thereof as may be necessary to keep the Claims in good standing; and
- (f) immediately upon obtaining knowledge of the institution of any proceedings for the expropriation of the Claims or any part thereof, the Guarantor shall notify the Recipient of such proceedings. If the Claims or any part thereof are taken or damaged in or by any such expropriation proceedings or otherwise, the award or compensation payable to the Guarantor shall be paid to the Recipient, to whom such award or compensation are hereby assigned.

3.3 The Guarantor represents, covenants and agrees to and in favour of the Recipient that:

- (a) it will conduct its operations on the Claims in conformity with all environmental laws and will ensure its staff is trained as required for that purpose;
- (b) the Claims will remain free of environmental damage or contamination;
- (c) it will advise the Recipient immediately upon becoming aware of any environmental problem; and
- (d) it will provide the Recipient with copies of all communications with environmental officials and all studies or assessments prepared for the Guarantor and consents to the Recipient contacting and making inquiries directly of such officials or assessors.

3.4 The Guarantor covenants with the Recipient to permit the Recipient or its authorized agents at all reasonable times and from time to time, upon the provision of reasonable notice, to inspect the Claims. The Recipient shall at all times comply with the health and safety rules of the Guarantor. The Guarantor shall only be liable to the Recipient for loss of life, limb or property occasioned by the Recipient or its authorized agents if such loss of life, limb or property is attributable to the negligence of the Guarantor and the Guarantor does hereby indemnify and save harmless the Recipient and its authorized agents in respect of any such loss.

#### **4. Default, Obligations and Remedies**

- 4.1 In the event a demand for payment is made hereunder or there is a default in the observance of any covenant or agreement on the part of the Guarantor expressed or implied by this Mortgage, the Promissory Note or the Guarantor Obligations, including without limitation the Resource Bonus Payment Agreement, the Recipient may enter into possession of the Claims and receive and take rents, issues and profits thereof, and whether in or out of possession thereof may make any lease or option of the same or of any part thereof as the Recipient may see fit, and the Recipient is hereby authorized and empowered to sell, lease, option or assign the Claims or any part thereof and all the estate and interest therein of the Guarantor. The Guarantor hereby assigns to the Recipient the rents, receipts and profits of the Claims without any obligation on the part of the Recipient to collect the same or any part thereof. The Guarantor covenants to pay the costs of any valuator, geologist and any environmental investigator engaged by the Recipient to effect any inspection, valuation, investigation or environmental audit of the Claims and the cost of any environmental or general rehabilitation, removal or repair necessary to protect, preserve or remediate the Claims, including any fine or penalty the Recipient is obliged to incur by reason of any statute, order or direction of competent authority.
- 4.2 Any sale made under the powers herein may be upon such terms as to payment and either for cash or upon credit or partly for cash and partly for credit, or for any such other consideration and upon such conditions and at such price or prices as the Recipient shall deem proper, and the Recipient shall not be responsible for or required to give credit for deferred payments until received and the Recipient may vary or rescind any contract for sale, option or otherwise made or entered into by virtue hereof and may resell without being answerable for any loss arising thereby.
- 4.3 The Guarantor will:
- (a) pay all rents, taxes, rates, levies, assessments and impositions, government, municipal or otherwise which are now or may hereafter be levied, charged, assessed, imposed or payable against or in respect of the Claims or any part thereof, as and when the same shall become payable and produce to the Recipient the receipts therefor; and
  - (b) pay and discharge all claims and obligations to laborers, mechanics, miners and material men and others and all other claims, debts and obligations which by the law of the Yukon Territory have or might have priority over the security hereby created, and produce to the Recipient all of the receipts therefor.
- 4.4 The Recipient may realize upon its various securities or any part thereof or make demand or payment of the Promissory Note or the Guarantor Obligations, including without limitation the Resource Bonus Payment Agreement, or any note or notes which may be delivered by the Guarantor or any other person assuming the indebtedness hereby secured and accepted by the Recipient by way of renewal of, novation of or substitution for the same in such order as the Recipient may see fit. Any realization, whether by foreclosure or by sale upon any security or securities, shall not bar realization upon any other security or securities or the

demanding of payment of the Promissory Note, the Guarantor Obligations, including without limitation the Resource Bonus Payment Agreement, or any note or notes which may be delivered by the Guarantor or any other person assuming the indebtedness hereby secured and accepted by the Recipient by way of renewal of, novation of or substitution for the same.

- 4.5 The taking of a judgment on any covenant herein contained shall not operate as a merger of the said covenant, or affect the right of the Recipient to receive interest as set out in the Promissory Note and the Resource Bonus Payment Agreement and the Guarantor expressly waives the provisions of the *Interest Act* of Canada, in accordance with applicable law.

## 5. Subordination

- 5.1 The Guarantor covenants to and in favour of the Recipient that the terms of any project financing or any debt financing arranged by the Guarantor shall clearly recognize this Mortgage and any such agreement will not allow for the lenders to prohibit or interfere with any payments due to the Recipient under the Promissory Note or with respect to the Guarantor Obligations, including without limitation, payments under the Resource Bonus Payment Agreement. The Guarantor will not allow for cash sweeps or payments of excess cash flow to the lenders in priority to any payments due to the Recipient under the Promissory Note or with respect to the Guarantor Obligations, including without limitation, payments under the Resource Bonus Payment Agreement. The Recipient will negotiate with any entities that seek to provide to the Guarantor any such project financing or debt financing the form of a subordination agreement, that is in keeping with the provisions of this Section 5.1 and is otherwise acceptable to the Recipient, acting reasonably.

## 6. General

- 6.1 The addresses for service and the email addresses of the parties shall be as follows (the Payor and the Guarantor being considered to be one party for the purposes of this Section 6.1):

If to the Recipient:

Box 11250  
Whitehorse, YT Y1A 6N4

Attention: Scott Berdahl

Email: [Redacted personal information]

If to the Payor or the Guarantor:

200 – 550 Denman Street  
Vancouver, BC V6G 3H1

Attention: ●

Email: ●

All notices, communications and statements required, permitted or contemplated in this Mortgage shall be in writing, and shall be delivered and received: (a) if delivered by hand, certified or registered mail or overnight courier, such notices so served shall be deemed to be received by the other party: (i) on the date of delivery if delivered within the normal working hours of a business day where the recipient is located; or (ii) if delivered outside the normal working hours of a business day where the recipient is located, at the commencement of the next ensuing business day following delivery thereof; or (b) if delivered by email transmission, such notices so served shall be deemed to have been received by the other party on the date of confirmation of the same by reply email. A party may from time to time change its address for service or its email address or both by giving written notice of such change to the other party.

- 6.2 Any writ of summons, petition, notice of motion, praecipe, or other process of court, and any affidavit or other document may be served and shall be deemed to be personally served upon the Payor or the Guarantor if served in the like manner as is provided for a notice or a demand in Section 6.1.
- 6.3 Time shall be of the essence of this Mortgage.
- 6.4 This Mortgage shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.
- 6.5 The Guarantor acknowledges having received a copy of this Mortgage.

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

**SKYLEDGER TECH CORP.**

By: \_\_\_\_\_  
Name: [Gunther Roehlig]  
Title: [Director]

**SENOA GOLD CORP.**

By: \_\_\_\_\_  
Name:  
Title:

**18526 YUKON INC.**

By: \_\_\_\_\_

Name: **[J. Scott Berdahl]**

Title: **[VP Exploration]**

**SCHEDULE "A"**  
**PROMISSORY NOTE**

[To be inserted]

**SCHEDULE "B"  
CLAIMS**

[To be inserted]

**SCHEDULE “D”**

**ROYALTY AGREEMENT**

**THIS AGREEMENT** made as of December \*, 2020

**BETWEEN:**

**18526 YUKON INC.**, a Yukon corporation with an address of P.O. Box 11250,  
Whitehorse, Yukon, Y1A 6N4

(the “**Payee**”)

**AND:**

**SENOA GOLD CORP.**, a Yukon corporation with an address of 200 – 550  
Denman Street, Vancouver, BC V6G 3H1

(the “**Payor**”)

**AND:**

**SENOA GOLD CORP.**, a British Columbia corporation with an address of 200 –  
550 Denman Street, Vancouver, BC V6G 3H1

(the “**Guarantor**”)

**WHEREAS:**

- A. The Payee has agreed to transfer its interest in certain mineral claims to the Payor, as more particularly described in Schedule “A” attached hereto (any such mineral claim is referred to herein as a “**Property**” and one or more of such properties collectively as the “**Properties**”), pursuant to an Asset Sale Agreement dated December \*, 2020 (the “**Transfer Agreement**”).
- B. The Payor, through the Transfer Agreement, owns or will own all of the interest in the Properties, as set forth in Schedule “A”.
- C. In connection with the acquisition of the Properties, the Payor has agreed to pay to the Payee a royalty equal to 2% of Net Smelter Returns (as defined below) from each of the NSR Properties, as hereinafter defined, on and subject to the terms and conditions of this Agreement.
- D. The Payee entered into an agreement with Skyledger Tech Corp. (“**Skyledger**”), pursuant to which the Payee has agreed to sell all of the shares of the Payor to Skyledger, which agreement contains area of interest clauses that will have an interplay with the provisions of this Agreement (the “**Purchase and Sale Agreement**”).

**NOW THEREFORE** in consideration of payment of ONE THOUSAND (\$1,000) DOLLARS and the premises and mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the parties agree as follows:

## ARTICLE 1 - INTERPRETATION

### 1.1 **Definitions.** In this Agreement:

- (a) “**Additional Properties**” means any additional mineral claims acquired by the Payor and subject to any area of interest by and between the Payor and any third party, and not listed in Schedule A, including without limitation, any area of interest that may be contained in the Purchase and Sale Agreement;
- (b) “**Business Day**” means any day except Saturday, Sunday or any day on which banks are generally not open for business in Whitehorse, Yukon;
- (c) “**Buy Back Price**” has the meaning ascribed thereto in Section 2.12(a);
- (d) “**Buy Back Notice**” has the meaning ascribed thereto Section 2.12(b);
- (e) “**Date of Commencement of Commercial Production**” means the date upon the first to occur of (a) the pouring of a doré bar at a mill processing Ore from a Property, or (b) the out-turn of refined metals by a refinery to the Payor’s pool account in respect of a Product;
- (f) “**Exchange Rate**” has the meaning ascribed thereto in Section 2.12(c);
- (g) “**Guarantor**” has the meaning ascribed to it in the opening paragraph of this Agreement;
- (h) “**LMBA**” has the meaning ascribed thereto in Section 2.12(c);
- (i) “**Materials**” has the meaning ascribed thereto in Section 3.3;
- (j) “**Net Smelter Returns**” with respect to the NSR Properties means the gross proceeds actually received by the Payor in any year from the sale of Product from mining operations on the NSR Properties, less each of the following:
  - (i) smelting costs, treatment charges and penalties, including, but not limited to, metal losses, penalties for impurities and charges for refining, selling and handling by the smelter, refinery or other purchaser; provided that in the case of leaching operations or other solution mining techniques, where the metal being treated is precipitated or otherwise directly derived from such leach solution, all processing and recovery costs incurred beyond the point at which the metal being treated is in solution shall be considered as treatment charges;
  - (ii) direct costs of handling, transporting and insuring Product, whether situated on or off the NSR Properties, to a smelter, refinery or other place of treatment; and

- (iii) ad valorem taxes and taxes based upon production, but not income taxes (unless any of the same are recoupable by the Payor);
- (k) **“NSR Properties”** means, collectively, the Properties and the Additional Properties, and **“NSR Property”** means any one of such properties, as applicable and as the context requires;
- (l) **“Ore”** means any material containing a mineral or minerals of commercial economic value mined from the NSR Properties;
- (m) **“Payee”** has the meaning ascribed to it in the opening paragraph of this Agreement;
- (n) **“Payor”** has the meaning ascribed to it in the opening paragraph of this Agreement;
- (o) **“Product”** means any and all metals, minerals and products or by-products thereof, of whatever kind and nature in, under or upon the surface or subsurface of the NSR Properties (including, without limitation, ore, metals, precious metals, base metals, uranium, industrial minerals, concentrates, gems, diamonds, commercially valuable rock, aggregate, clays and other minerals which are mined, excavated or extracted solely from the NSR Properties), and includes Ore mined from an NSR Property and any concentrates or other materials or products derived therefrom;
- (p) **“Property”** and **“Properties”** have the respective meanings ascribed to them in Recital A to this Agreement;
- (q) **“Purchase and Sale Agreement”** has the meaning ascribed to it in Recital D to this Agreement;
- (r) **“Transfer Agreement”** has the meaning ascribed to it in Recital A to this Agreement; and
- (s) **“Royalty”** means a royalty equal to 2% of Net Smelter Returns from production from each NSR Property as described in this Agreement.

1.2 **Interpretation.** For purposes of this Agreement, except as otherwise expressly provided:

- (a) **“this Agreement”** or **“this Royalty Agreement”** means this agreement, including the schedule hereto, as it may from time to time be supplemented or amended;
- (b) all references in this Agreement to a designated Article, section, subsection, paragraph or other subdivision or to a schedule is to the designated Article, section, subsection, paragraph or other subdivision of, or schedule to, this Agreement, unless otherwise specifically stated;
- (c) the words “herein”, “hereof” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular Article, section, clause, subclause or other subdivision or schedule;

- (d) the singular of any term includes the plural and vice versa and the use of any term is equally applicable to any gender and where applicable a body corporate;
- (e) the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language, such as “without limitation” or “but not limited to” or other words of similar import are used with reference thereto);
- (f) except as otherwise provided, any reference to a statute includes and is a reference to such statute and to the regulations made pursuant thereto with all amendments made thereto and in force from time to time, and to any statute or regulations that may be passed which have the effect of supplementing or superseding such statute or such regulations;
- (g) the headings to the sections and clauses of this Agreement are inserted for convenience only and do not form a part of this Agreement and are not intended to interpret, define or limit the scope, extent or intent of this Agreement or any provision hereof;
- (h) any reference to a corporate entity includes and is also a reference to any corporate entity that is a successor to such entity; and
- (i) unless otherwise indicated, all dollar amounts in this Agreement and payments to be made in this Agreement are expressed in Canadian currency.

## **ARTICLE 2 - NET SMELTER RETURN ROYALTY**

2.1 **Grant of Royalty.** The Payor hereby grants, assigns, transfers and conveys to the Payee, and its successors and assigns forever, a 2% royalty in the NSR Properties and all Products which may be found in, under or upon the Property (the “**Royalty**”).

2.2 **Notice.** The Payor shall give notice to the Payee of the date on which Ore is first mined at an NSR Property and the Date of Commencement of Commercial Production. Pilot plant operations and the mining or milling of Ore in connection therewith shall not be considered commercial production.

2.3 **Net Smelter Returns Royalty.** Subject to Section 2.6 and Section 2.15, the amount of Royalty payable to the Payee, namely 2% of Net Smelter Returns from each NSR Property, shall be calculated by the Payor upon receipt of payment for Product from any refinery, smelter or other place of treatment at or relating to an NSR Property, and the Royalty in respect of such Product shall be paid to the Payee quarterly within 30 days after the end of each calendar quarter. Any adjustments in the payment of Royalties hereunder arising out of an audit referred to in Section 2.8 hereof shall be made and paid at that time.

2.4 **Adjustment for Sales to Affiliates.** For the purposes of calculating the amount of any Royalty payable to the Payee, if, after the Date of Commencement of Commercial Production from the mining operation on the particular NSR Property, the Payor sells any Product to one of its subsidiaries or affiliates, and if the sale price of such Product is not negotiated on an arm’s length basis, the Payor shall for the purposes of calculating Net Smelter Returns only and notwithstanding

the actual amount of such sale price, add to the proceeds from the sale of such Product an amount which would be sufficient to make such sale price represent a reasonable net sale price for such Product as if negotiated at arm's length and after taking into account all pertinent circumstances (including, without limitation, then current market conditions relating to Ore, concentrates or other materials or products similar to such Product). The Payor shall by written notice inform the Payee of the quantum of such reasonable net sale price and if the Payee does not object thereto within 60 days after receipt of such notice, such quantum shall be final and binding for the purposes of this paragraph.

**2.5 Yearly Statement.** Within 120 days after the end of each fiscal year of the Payor occurring after the Date of Commencement of Commercial Production of the first NSR Property to achieve commercial production, the Payor shall deliver to the Payee a statement indicating in reasonable detail, as of the last day of the immediately preceding fiscal year, the calculation of Net Smelter Returns for each NSR Property and the aggregate Royalty payable to the Payee for such fiscal year.

**2.6 Ore for Bulk Sampling and Testing Not Subject to Royalty.** The Payor may remove reasonable quantities of Ore and rock from each NSR Property for the purpose of bulk sampling and for testing, and there shall be no Royalty payable to the Payee with respect thereto unless significant profits are derived therefrom.

**2.7 Production Records.** The Payor agrees to maintain for each mining operation on each NSR Property up to date and complete records relating to the production and sale of Product including accounts, records, statements and returns relating to treatment and smelting arrangements of the Product, and the Payee or its agents shall have the right at all reasonable times to inspect such records, statements and returns, and make copies thereof at its own expense, for the purpose of verifying the amount of Royalty payments to be made by the Payor to the Payee pursuant hereto. The Payee shall have the right at his own expense to have such accounts audited by independent auditors once each year.

**2.8 Audited Statement.** For every fiscal year of the Payor from and after the Date of Commencement of Commercial Production of the first NSR Property to achieve commercial production, the Payor shall have an audited statement prepared by its auditors for each such fiscal year with respect to the Royalty payable to the Payee hereunder, by the last day of the sixth month in the following fiscal year of the Payor, and the Payor shall forthwith deliver a copy of such statement to the Payee.

**2.9 Payments Final if not Disputed.** All Royalty payments shall be considered final and in full satisfaction of all obligations of the Payor making same in respect thereof if such payments or the calculation in respect thereof are not disputed by the Payee within 90 days after receipt by the Payee of the audited statement referred to in Section 2.8 hereof.

**2.10 Real Property Interest in the NSR Properties.** The Payor hereby acknowledges and agrees that the Royalty is a direct real property interest in the NSR Properties and the Products (while contained in the NSR Property), and in the Payor's estate, right, title and interest therein granted by the Payor, in favour of the Payee, provided that such interest shall be satisfied in respect of any particular Product by the payment to the Payee of the Royalty in respect thereof. The

Royalty shall continue in perpetuity, it being the intent of the Parties that the Royalty will constitute a covenant running with the NSR Properties and the Products (while contained in the NSR Properties) and all successions thereof, and will be binding upon and enure to the benefit of the Parties and their respective successors and assigns. If any right, power of interest of either party pertaining to the Royalty would violate the rule against perpetuities, then such right, power or interest will terminate at the expiration of 20 years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of this Agreement.

2.11 **Royalty Application.** The Royalty shall apply to 100% of the interests of the Payor in the NSR Properties, underlying agreements pertaining thereto and production derived solely therefrom.

2.12 **Royalty Purchase.**

- (a) At any time and from time to time, the Payor shall have the right and option to purchase from the Payee (in whole but not in part) one-half (1/2) of the Royalty, thereby reducing the Royalty to 1% of the Net Smelter Returns from the NSR Properties, in consideration of the Buy Back Price. For the purposes of this Agreement, the “**Buy Back Price**” shall be equal to 1,000 ounces of gold (.9999 fine), which may be satisfied, at the option of the Payor, in kind (ie. gold) or in cash, calculated as provided in this Section 2.12.
- (b) In order to exercise the buy back right and option, the Payor shall send a written notice (the “**Buy Back Notice**”) to the Payee setting forth the date upon which the payment of the Buy Back Price is to be made. The payment date set shall be no earlier than five Business Days after the date of the Buy Back Notice and no later than 10 Business Days after the date of the Buy Back Notice and payment shall be made in full on the payment date, without set off or deduction. If the Payor elects payment in kind ((i.e. gold) the gold, or applicable gold credits shall be delivered to a metals account of the Payee, as advised by the Payee to the Payor in writing promptly after receipt of the Buy Back Notice.
- (c) If the Payor elects to satisfy the Buy Back Price in cash, then: (i) the value of 1,000 ounces of gold shall be equal to the average of the London p.m. fix quoted by the London Bullion Market Association (“**LBMA**”) (currently in partnership with ICE Benchmark Administration) for refined gold over the five Business Days prior to the date of the Buy Back Notice and the three Business Days after the date of the Buy Back Notice; and (ii) the value of the gold as so calculated shall be converted from US dollars into Canadian dollars based on the Exchange Rate as at the close of business on the Business Day prior to the payment date. For the purposes hereof, the “**Exchange Rate**” means the daily spot rate announced by the Bank of Canada for exchanging U.S. currency into Canadian currency; provided that if such rate is not available, then such rate shall be determined as of the immediately preceding date on which such rate is available. In the event that the Bank of Canada does not announce an exchange rate for such currencies, the Payee shall be entitled to make a good faith determination of the applicable exchange rate.

**2.13 Dispute Resolution.** If any dispute arises with respect to this Agreement, then the parties shall use their best efforts to settle the dispute and to this end they shall consult and negotiate with each other, in good faith and understanding of their mutual interests, to find a just and equitable solution satisfactory to the parties. If the parties are unable within a period of fifteen (15) days following first notice of the dispute by one party to the other, to attain resolution of the dispute then upon written notice by one party to the other, the dispute shall be settled by arbitration in Whitehorse, Yukon before a single arbitrator, in accordance with the provisions of the *Arbitration Act* (Yukon), which decision shall include the question of costs and shall be final and binding on the parties, and absent manifest error, not be subject to appeal.

**2.14 Objections to Royalty Calculation.** All Net Smelter Returns Royalty payments will be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless, subject to Section 2.9, the Payee gives the Payor written notice describing and setting forth a specific objection to the determination thereof within one hundred twenty (120) days after receipt by the Payee of the yearly Royalty statement. In the event of misstatement of the amount of Products sold, or the amount of the allowable deductions, the Royalty payments will not be considered final and in full satisfaction of the obligations of the Payor to pay the Royalty. If the Payee objects to a particular yearly statement as herein provided, the Payee will, for a period of ninety (90) days after the delivery by the Payee to the Payor of a notice of such objection, have the right, upon reasonable notice and at a reasonable time, to have the Payor's accounts and records relating to the calculation of the Royalty in question audited by an independent chartered or certified public accountant knowledgeable in the mining industry selected by the Payee and who enters into a confidentiality undertaking with the Payee. If such audit determines that there has been a deficiency or an excess in the payment made to the Payee, any deficiency will be settled by cash payment to the Payee within 10 days of its determination and any excess will be resolved by adjusting the next Royalty payment due hereunder and if there shall be no next Royalty payment, it shall be settled in cash. The Payee will pay all costs of such audit unless a deficiency of five percent (5%) or more of the amount due to the Payee is determined to exist. The Payor will pay the costs of such audit if a deficiency of five percent (5%) or more of the amount due is determined to exist.

**2.15 Insurance Proceeds for Loss.** In the event the Payor or any of its Affiliates receives insurance proceeds for loss of Products from the NSR Properties or in connection with business interruption relating to operations pertaining to the NSR Properties, the Payor shall pay to the Payee the relevant percentage of any such insurance proceeds, which are received by the Payor or any of its Affiliates for such loss of production. The Payor shall pay such amount in cash within ten (10) days of the Payor receiving such insurance proceeds in cash by wire transfer to an account to be designated by the Payee and notified to the Payor in writing at least three (3) Business Days prior to the payment date. The gross proceeds received by the Payor on account of (a) the lost or damaged Products, or (b) loss relating to business interruption, shall be conclusively determined by the final, uncontested insurance settlement documents.

**2.16 Registration and Filing of Royalty Agreement.** The Payee may at any time, and from time to time, file, register or otherwise deposit a copy of this Agreement with the applicable mining recorder and any other appropriate government agencies for the purpose of providing third parties with notice of this Agreement and the rights of the Payee hereunder.

2.17 **Default and Interest.** In the event that any credit/payment required to be made to the Payee hereunder is not made when due, then all uncredited/unpaid amounts shall bear interest at the rate equal to Prime Rate plus 5.0%, compounded monthly on the last day of each month until such credit/payment and accrued interest is paid in full. For the purposes hereof, the term “Prime Rate” means the per annum rate quoted or announced from time to time by the principal office of the National Bank of Canada in Montreal as its reference rate of interest for Canadian dollar loans made in Canada. The rate of interest payable on such late credits/payments will change simultaneously with changes in the Prime Rate from time to time.

2.18 **Abandonment.** In the event that the Payor intends to allow an NSR Property to lapse, or does not wish to renew the rights to an NSR Property, or proposes to abandon an NSR Property, the Payor shall provide the Payee thirty (30) days’ notice of the same, and the Payee shall have the right to obtain such NSR Property from the Payor for consideration of \$1.00 for any mineral claim of an NSR Property to be lapsed, not renewed or abandoned.

2.19 **Guarantee.** The Guarantor hereby absolutely, unconditionally and irrevocably guarantees, as a direct obligation in favour of the Payee the full and timely performance, observance and payment by the Payor of each and every covenant, agreement, undertaking, representation, warranty, indemnity and obligation of the Payor contained in this Agreement.

### **ARTICLE 3 - OPERATIONS AND INDEMNIFICATION**

3.1 **Commingling of Ores.** The Payor shall have the right to commingle Ores from one or more NSR Properties with ores produced from other properties provided that prior to such commingling, the Payor shall adopt and employ reasonable practices and procedures for weighing, determination of moisture content, sampling and assaying, as well as utilize reasonably accurate recovery factors in order to determine the amounts of Products derived from, or attributable to Ore mined and produced from the NSR Properties. The Payor shall maintain accurate records of the results of such sampling, weighing and analysis as pertaining to Ore mined and produced from the NSR Properties.

3.2 **Stockpiling.** The Payor shall be entitled to temporarily stockpile, store or place ores or mined rock containing Products produced from the NSR Properties in any locations owned, leased or otherwise controlled by the Payor or its Affiliates or any processor of such Products on or off the NSR Properties, provided the same are appropriately secured from loss, theft, tampering and contamination.

3.3 **Tailings.** All tailings, residues, waste rock, spoiled leach materials, bulk samples, and other materials (collectively the “Materials”) resulting from the Payor’s operations and activities on the NSR Properties shall be the sole property of the Payor, but shall remain subject to the Royalty should the Materials be processed or reprocessed, as the case may be, in the future and result in the production and sale or other disposition of Products. Notwithstanding the foregoing, the Payor shall have the right to dispose of Materials from the NSR Properties on or off of the NSR Properties and to commingle the same (as provided herein) with materials from other properties. In the event Materials from the NSR Properties is processed or reprocessed, as the case may be, and regardless of where such processing or reprocessing occurs, the Royalty payable thereon shall be determined on a pro rata basis as determined by using the best engineering and technical practices then available.

3.4 **Insurance.** Upon commencement of commercial production, the Payor will obtain and maintain insurance against (a) loss of Products prior to their sale and (b) business interruption, in such amounts and with such coverage as is customary in the industry (including, without limitation, fidelity insurance to protect against theft and business interruption coverage) with the Payee as a named insured. Upon written request therefor, the Payor shall provide satisfactory proof of such insurance coverage to the Payee, acting reasonably.

3.5 **Indemnification by Payor.**

- (a) The Payor shall be responsible for all costs, fines, damages, judgments, penalties or responsibilities (environmental and otherwise) in connection with the NSR Properties, its ownership and use of the Property and for any and all work performed in and on the NSR Properties.
- (b) The Payor will indemnify and save harmless the Payee from any loss (excluding loss of profit and consequential damages), cost or liability (including any reasonable legal fees) arising from a claim against the Payee in respect of: (a) any failure by the Payor to timely and fully perform all reclamation, restoration, waste disposal or other closure obligations required by law or regulation, the terms and conditions of applicable licenses or by governmental authorities or otherwise to prevent liability in respect of all activities on the NSR Properties; (b) any failure or omission by the Payor which results in a violation of or liability under any present or future applicable federal, provincial, territorial or local environmental laws, statutes, rules, regulations, permits, ordinances, certificates, licenses and other regulatory requirements, in respect of all activities on the NSR Properties; and (c) any claims by third parties against the Payee in respect of the NSR Properties damage or injury or death to persons arising out of the activities on or with respect to the NSR Properties, provided that the foregoing shall not apply to any loss, costs or liabilities to the extent they arise primarily from the gross negligence or wilful misconduct of the Payee. In the event the Payee elects to and does acquire any portion of the NSR Properties upon abandonment by the Payor, the Payor shall be released from the foregoing liabilities and indemnifications with respect to activities on or with respect to activities on or with respect to such portion of the NSR Properties.

## ARTICLE 4 - GENERAL

4.1 **Assignment of NSR Properties.** The Payor may not sell, assign, transfer, convey, lease, license, charge, pledge, hypothecate, mortgage or otherwise dispose of the NSR Properties, or any interest in the NSR Properties in any manner whatsoever, and may not assign, transfer or otherwise convey this Agreement or any interest therein, without in each case complying with the following:

- (a) it shall be a condition of such sale, assignment, transfer, conveyance, lease, license or other disposition that the transferee or other counterparty to such transaction first execute and deliver to the Payee an instrument in writing, in a form and content satisfactory to the Payee, acting reasonably, pursuant to which such transferee or other counterparty agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto in the first instance, without in any way derogating from clause (b) below;
- (b) any such sale, assignment, transfer, conveyance, lease, license, charge, pledge, hypothecation or other disposition shall not relieve or discharge the Payor from any of its liabilities or obligations hereunder existing on the date of such sale, assignment, transfer, conveyance, lease or other disposition, and the Payee may continue to look to the Payor for the performance thereof, it being understood that for any obligations or liabilities arising from the date of the execution of the agreements provided for in Section (a) and thereafter, the Payor will have no further obligations or liabilities for the payment of the Royalty; and
- (c) any such sale, assignment, transfer, conveyance, lease, license, charge, pledge, hypothecation or other disposition which does not comply with the terms of this Agreement shall be null and void and of no force or effect.

4.2 **Legal Costs.** Each party shall bear its respective legal and other transaction costs arising in connection with this Agreement.

4.3 **Public Announcements.** The parties will mutually review and comment on and work collaboratively on any public statement which they propose to make in respect of the transactions contemplated herein, provided that no party shall be prevented from making any disclosure which is required to be made by applicable law or by any regulation of a stock exchange or similar organization to which it is bound.

4.4 **Binding.** This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

4.5 **Further Assurances.** Each party shall from time to time promptly execute and deliver all further documents and take all further action reasonably necessary or desirable to give effect to the terms and intent of this Agreement.

4.6 **Amendment.** No amendment, supplement or restatement of any term of this Agreement is binding unless it is in writing and signed by all parties.

4.7 **Notice.** Any notice or other communication required or permitted to be given under this Agreement must be in writing and shall be effectively given if delivered personally or by overnight courier or if sent by facsimile or e-mail transmission as follows:

To the Payee at: P.O. Box 11250  
Whitehorse, Yukon Territory Y1A 6N4  
E-mail: [Redacted personal information]

To the Payor at: 200 – 550 Denman Street  
Vancouver, BC V6G 3H1  
Email: \* [NTD: to be provided by Skyledger]

To the Guarantor at: 200 – 550 Denman Street  
Vancouver, BC V6G 3H1  
Email: \* [NTD: to be provided by Skyledger]

or to such other address as each party may from time to time specify by notice. Any notice will be deemed to have been given and received if:

- (a) personally delivered, then on the day of personal service to the recipient party, provided that if such date is a day other than a Business Day, such notice will be deemed to have been given and received on the first Business Day following the date of personal service; and
- (a) sent by facsimile or e-mail transmission and successfully transmitted prior to 4:00 p.m. on a Business Day (recipient party time) then on that Business Day, and if transmitted after 4:00 p.m. on that day, then on the first Business Day following the date of transmission.

4.8 **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same agreement, and may be delivered by facsimile or e-mail transmission.

4.9 **Severability.** If any term of this Agreement is or becomes illegal, invalid or unenforceable, that term shall not affect the legality, validity or enforceability of the remaining terms of this Agreement.

4.10 **Schedules.** The schedules referenced herein and attached to this Agreement, are incorporated into and form part of this Agreement.

4.11 **Time.** Time is of the essence of this Agreement.

4.12 **Governing Law.** This Agreement shall be governed by and shall be construed and interpreted in accordance with the laws of the Yukon and the federal laws of Canada applicable therein.

4.13 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and, save and except for the Transfer Agreement,

supersedes all prior arrangements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal.

The parties hereto intending to be legally bound have executed this Agreement as of the date set forth at the head of this Agreement.

**Senoa Gold Corp., in its capacity as Payor**

\_\_\_\_\_  
By: Scott Berdahl

**18526 Yukon Inc.**

\_\_\_\_\_  
By: Ron Berdahl

**Senoa Gold Corp., in its capacity as Guarantor**

\_\_\_\_\_  
By: Scott Berdahl

**SCHEDULE A**  
**PROPERTY CLAIMS DESCRIPTIONS**

[TO BE INSERTED]