Execution Version

UNDERWRITING AGREEMENT

July 25, 2019

Avino Silver & Gold Mines Ltd.
Suite 900, 570 Granville Street
Vancouver, BC
Canada V6C 3P1

Attention: Mr. David Wolfin,
President and Chief Executive Officer

Dear Sirs/Mesdames:

Cantor Fitzgerald Canada Corporation ("**CFCC**" or the **"Underwriter**"), as sole bookrunning manager and sole underwriter, hereby offers to purchase from Avino Silver & Gold Mines Ltd. (the "**Company**"), and the Company hereby agrees to issue and sell to the Underwriter, upon and subject to the terms hereof, an aggregate of: (i) 4,706,000 common shares of the Company (the "**Firm Shares**") at a price of C$0.85 per Firm Share (the "**CS Offering Price**") on an underwritten basis (the "**CS Offering**"), and (ii) 2,020,400 common shares of the Company that qualify as "flow-through shares" as defined in subsection 66(15) of the Tax Act (as defined herein) (the "**Flow-Through Shares**") at a price of C$0.99 per Flow-Through Share (the "**FT Offering Price**") on an underwritten basis (the "**FT Offering**", and together with the CS Offering, the "**Offering**"), for an aggregate purchase price of C$6,000,296.

Upon and subject to the terms and conditions contained herein, the Company hereby grants to the Underwriter an option (the "**Over-Allotment Option**") to purchase up to an additional 705,900 common shares of the Company at the CS Offering Price per additional share (the "**Additional Common Shares**") and an additional 303,060 Flow-Through Shares at the FT Offering Price per additional share (the "**Additional Flow-Through Shares**", and together with the Additional Common Shares, the "**Additional Shares**"), for the purposes of covering over-allotments and for market stabilization purposes. The Over-Allotment Option may be exercised in accordance with Section 7(3) hereof. The Firm Shares, the Flow-Through Shares, and the Additional Shares are collectively referred to herein as the "**Offered Shares**".

The Company and the Underwriter agree that any offers or sales of the Offered Shares in Canada will be conducted through the Underwriter, or one or more affiliates of the Underwriter, duly registered in compliance with applicable Canadian Securities Laws (as hereinafter defined).

In consideration of the agreement on the part of the Underwriter to purchase the Offered Shares and in consideration of the services rendered and to be rendered by the Underwriter hereunder, the Company agrees to pay to CFCC or as directed by CFCC, at the Closing Time (as hereinafter defined), and at the Option Closing Time (as hereinafter defined), if any, a cash fee equal to 7.0% of the aggregate gross proceeds of the Offering plus applicable taxes (the "**Underwriting Fee**") as well as the Underwriter's Expenses (as

hereinafter defined). The Company also agrees to issue to the Underwriter the Underwriter's Warrants at the Closing Time or Option Closing Time, as the case may be.

This Agreement shall be subject to the following terms and conditions:

TERMS AND CONDITIONS

Section 1 Interpretation

(1) ***Definitions***

Where used in this Agreement or in any amendment hereto, the following terms shall have the following meanings, respectively:

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

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

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

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

"**Agreement**" means the agreement resulting from the acceptance by the Company of the offer made by the Underwriter by this agreement;

"**Applicable Laws**" means, in relation to any person or persons, the Applicable Securities Laws and all other statutes, regulations, rules, orders, by-laws, codes, ordinances, decrees, the terms and conditions of any grant of approval, permission, authority or licence, or any judgment, order, decision, ruling, award, policy or guidance document, of any Governmental Authority that are applicable to such person or persons or its or their business, undertaking, property or securities and emanate from a Governmental Authority, having jurisdiction over the person or persons or its or their business, undertaking, property or securities;

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

"**Business Day**" means any day, other than a Saturday or Sunday, on which banks are open for business in Vancouver, British Columbia, Toronto, Ontario and New York, New York;

"**Canadian Commissions**" means the securities regulatory authorities in each of the Qualifying Jurisdictions;

"**Canadian Exploration Expense**" or "**CEE**" means an expense or expenses incurred (or deemed to be incurred) as described in paragraph (f) of the definition of "Canadian exploration expense" in subsection 66.1(6) of the Tax Act, excluding any amounts which are prescribed to be "Canadian exploration and development overhead expense" for the purposes of paragraph 66(12.6)(b) of the Tax Act, the amount of any assistance described in paragraph 66(12.6)(a) of the Tax Act, or the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6)(b.1) of the Tax Act or any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of "expense" in paragraph 66(15) of the Tax Act;

"**Canadian Final Base Prospectus**" has the meaning given to it in Section 2(2);

"**Canadian Offering Documents**" has the meaning given to it in Section 6(1)(c);

"**Canadian Preliminary Base Prospectus**" has the meaning given to it in Section 2(1);

"**Canadian Prospectus**" has the meaning given to it in Section 2(2);

"**Canadian Prospectus Supplement**" has the meaning given to it in Section 2(2);

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

"**CDS**" means the CDS Clearing and Depository Services Inc.;

"**CFCC**" means Cantor Fitzgerald Corporation Canada;

"**Claim**" has the meaning given to it in Section 11(2);

"**Closing Date**" has the meaning given to it in Section 7(2);

"**Closing Time**" has the meaning given to it in Section 7(2);

"**Code**" has the meaning given to it in Section 9(qq);

"**Commission**" means the British Columbia Securities Commission;

"**Commitment Amount**" means the aggregate amount paid by the FT Purchasers for the Flow-Through Shares and for any Additional Flow-Through Shares;

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

"**Company**" means Avino Silver & Gold Mines Ltd.;

"**Corporate Records**" has the meaning given to it in Section 9(t);

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

"**CS Offering**" has the meaning given to it in the first paragraph of this Agreement;

"**CS Offering Price**" has the meaning given to it in the first paragraph of this Agreement;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Regulation S. Without limiting the foregoing, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Shares and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Shares;

"**Distribution**" means "distribution" or "distribution to the public" as those terms are defined in the Canadian Securities Laws;

"**Entity**" has the meaning given to it in Section 9(zz);

"**Environmental Laws**" has the meaning given in Section 9(uu)(i);

"**Environmental Permits**" has the meaning given in Section 9(uu)(ii);

"**Expenditure Period**" means the period commencing on the Closing Date and ending on December 31, 2020;

"**Evaluation Date**" has the meaning given to it in Section 9(v).

"**Exchange Act**" means the United States Securities Exchange Act of 1934, as amended together with the rules and regulations promulgated thereunder;

"**Exchanges**" means, collectively, the TSX and NYSE American;

"**Financial Statements**" has the meaning given to it in Section 9(p);

"**Firm Shares**" has the meaning given to it in the first paragraph of this Agreement;

"**Flow-Through Mining Expenditure**" means an expense that qualifies, once renounced by the Company pursuant to the Tax Act, as a "flow-through mining expenditure" of an FT Purchaser as such term is defined in subsection 127(9) of the Tax Act;

"**Flow-Through Shares**" has the meaning given to it in the first paragraph of this Agreement;

"**Flow-Through Share Subscription Agreement**" means the subscription agreement substantially in the form attached as Schedule "A" hereto, to be entered into between

the Company and each of the FT Purchasers with respect to the purchase of the Flow-Through Shares and any Additional Flow-Through Shares;

"**Foreign Issuer**" shall have the meaning ascribed thereto in Regulation S;

"**FT Offering**" has the meaning given to it in the first paragraph of this Agreement;

"**FT Offering Price**" has the meaning given to it in the first paragraph of this Agreement;

"**FT Purchasers**" means the initial purchasers of Flow-Through Shares and any Additional Flow-Through Shares;

"**Governmental Authority**" means and includes, without limitation, any national, federal, provincial, state or municipal government or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

"**Hazardous Substances**" has the meaning given to it in Section 9(uu)(i);

"**IFRS**" has the meaning given to it in Section 9(p);

"**Incorporated Documents**" has the meaning given to it in Section 2(4);

"**Indemnified Party**" has the meaning given to it in Section 11(1);

"**Indemnifying Party**" has the meaning given to it in Section 11(1);

"**Intellectual Property**" has the meaning given to in Section 9(hh);

"**IT Systems and Data**" meaning given to it in Section 9(ggg);

"**Marketing Documents**" means the marketing materials approved in accordance with Section 5(2);

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

"**Material Adverse Effect**" means (i) any event, fact, circumstance, development, occurrence or state of affairs that is materially adverse to the business, assets (including intangible assets), affairs, operations, liabilities (contingent or otherwise), capital, properties, prospects, condition (financial or otherwise) or results of operations of the Company and any of the Subsidiaries, taken as a whole, whether or not arising in the ordinary course of business or (ii) that would result in any of the Canadian Offering Documents containing a misrepresentation;

"**material change**" means a material change in or relating to the Company for the purposes of Applicable Securities Laws or any of them, or where undefined under

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

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

"**Material Properties**" has the meaning given to it in Section 9(ll);

"**Material Subsidiaries**" has the meaning given to it in Section 9(s);

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

"**MI 11-202**" means Multilateral Instrument 11-102 - *Passport System*;

"**Money Laundering Laws**" has the meaning given in Section 9(yy);

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**NI 44-101**" means National Instrument 44-101 – *Short Form Prospectus Distributions*;

"**NI 52-109**" means National Instrument 52-109 - *Certification of Disclosure in Issuers' Annual and Interim Filings*;

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

"**NYSE American**" means the NYSE American LLC;

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

"**Offering**" has the meaning given to it in the first paragraph of this Agreement;

"**Option Closing Date**" has the meaning given to it in Section 7(3);

"**Option Closing Time**" has the meaning given to it in Section 7(3);

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

"**Passport System**" has the meaning given to it in Section 2(1);

"**Permits**" has the meaning given to it in Section 9(ll)(ii);

"**Person**" has the meaning given to it in Section 9(z);

"**Prescribed Forms**" means the forms prescribed from time to time under subsection 66(12.7) of the Tax Act to be filed by the Company within the prescribed times renouncing to the FT Purchasers the Resource Expenses incurred (or deemed to be incurred) pursuant to the Flow-Through Share Subscription Agreement and all parts or copies of such forms required by CRA, to be delivered to the FT Purchasers;

"**Principal Regulator**" has the meaning given to it in Section 2(1);

"**Purchasers**" means, collectively, each of the purchasers of the Offered Shares arranged by the Underwriter pursuant to the Offering;

"**Qualifying Jurisdictions**" means each of province of Canada other than Québec;

"**Regulation M**" has the meaning given to it in Section 9(ss);

"**Regulation S**" means Regulation S adopted by the SEC under the Securities Act;

"**Reports**" has the meaning given to it in Section 9(ll)(vii);

"**Resource Expense**" means an expense which is CEE incurred by the Company during the Expenditure Period, which qualifies as a Flow-Through Mining Expenditure, which has not been previously renounced by the Company to any Person, which may, provided that the applicable FT Purchaser (and if the applicable FT Purchaser is a partnership, each partner thereof) deals with the Company on an arm's length basis for the purposes of the Tax Act at all relevant times, be renounced by the Company pursuant to subsection 66(12.6) of the Tax Act (in conjunction with subsection 66(12.66) of the Tax Act) with an effective date not later than December 31, 2019 and in respect of which, but for the renunciation, the Company would be entitled to a deduction from income for income tax purposes;

"**Sanctions**" has the meaning given to it in Section 9(zz)(A);

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

"**Securities Act**" means the United States Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder;

"**SEDAR**" means the System for Electronic Document Analysis and Retrieval;

"**Selling Firm"** has the meaning given to it in Section 4(1);

"**Shelf Information**" has the meaning given to it in Section 2(2);

"**Shelf Procedures**" has the meaning given to it in Section 2(1);

"**Subsidiary**" has the meaning ascribed thereto in the Applicable Securities Laws of the Province of British Columbia and includes the Material Subsidiaries, and "**Subsidiaries**" means all of them;

"**Supplementary Material**" has the meaning given to it in Section 2(3);

"**Tax Act**" means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time and all rules and regulations made pursuant thereto and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Canada) on or prior to the date of the Flow-Through Share Subscription Agreement;

"**Taxes**" means all taxes, however denominated, including any interest, penalties or other additions that may become payable in respect thereof, imposed by any Governmental Authority, which taxes shall include, all income or profits taxes, capital taxes, withholding taxes, payroll and employee withholding taxes, employment insurance, social insurance taxes, good and services taxes, harmonized sales taxes, sales taxes (including provincial sales taxes), franchise taxes, gross receipts taxes, business license taxes, occupation taxes, real and personal property taxes, stamp taxes, environmental axes, transfer taxes, (including land transfer taxes) workers' compensation and other governmental charges, and other obligations of the same or of a similar nature to any of the foregoing, and "**Tax**" shall have a corresponding meaning;

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

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

"**Underwriter**" has the meaning given to it in the first paragraph of this Agreement;

"**Underwriter's Expenses**" has the meaning given to it in Section 17;

"**Underwriter's Warrant Certificates**" means the certificates representing the Underwriter's Warrants and containing the terms thereof;

"**Underwriter's Warrant Shares**" means the Common Shares issuable upon exercise of the Underwriter's Warrants;

"**Underwriter's Warrants**" means the non-transferrable common share purchase warrants in an amount equal to 6.0% of the number of the Offered Shares sold in the Offering, to be issued to the Underwriter at the Closing Time, each of which shall entitle the Underwriter to purchase one Common Share at the CS Offering Price at

any time before 5:00 p.m. (Vancouver time) on the date which is 12 months after the Closing Date;

"**Underwriting Fee**" has the meaning given to it in the fourth paragraph of this Agreement;

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

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

(2) Capitalized terms used but not defined herein have the meanings ascribed to them in the Canadian Final Base Prospectus.

(3) Any reference in this Agreement to a Section or Subsection shall refer to a section or subsection of this Agreement.

(4) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required and the verb shall be construed as agreeing with the required word and/or pronoun.

(5) Any reference in this Agreement to "C$" or to "dollars" shall refer to the lawful currency of Canada, unless otherwise specified. Any reference in this Agreement to "US$" shall refer to lawful currency of the United States of America.

(6) The following are the schedules to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" – Flow-Through Share Subscription Agreement

Schedule "B" – List of Material Subsidiaries

Schedule "C" – Matters to be Addressed in the Company's Canadian Counsel Opinion

Schedule "D" – List of Persons Subject to Lock-up

Schedule "E" – Form of Lock-Up Agreement

Section 2 Background and Interpretation.

(1) The Company has prepared and filed with the Canadian Commissions in each of the Qualifying Jurisdictions a preliminary short form base shelf prospectus dated November 30, 2018 relating to the distribution of up to US$25,000,000 of common shares, warrants, subscription receipts, debt securities, and units of the Company (the "**Shelf Securities**") pursuant to Canadian Securities Laws and in accordance with MI 11-102 and NP 11-202 (together, the "**Passport System**"). Such preliminary short form base shelf prospectus

relating to the distribution of the Shelf Securities, including any documents incorporated by reference therein and any supplements or amendments thereto, is herein called the "**Canadian Preliminary Base Prospectus**." The Company has prepared and filed the Canadian Preliminary Base Prospectus pursuant to NI 44-101 and National Instrument 44-102 – *Shelf Distributions* (the "**Shelf Procedures**"). The British Columbia Securities Commission (the "**Principal Regulator**") has issued a receipt for the Canadian Preliminary Base Prospectus and the Company has satisfied the conditions in MI 11-102 to the deemed issuance of a receipt by the Canadian Commissions for the Canadian Preliminary Base Prospectus in each of the other Qualifying Jurisdictions.

(2) In addition, the Company (a) has prepared and filed with the Canadian Commissions in the Qualifying Jurisdictions, a final short form base shelf prospectus dated December 21, 2018 relating to the distribution of the Shelf Securities (including any documents incorporated therein by reference and any supplements or amendments thereto, the "**Canadian Final Base Prospectus**"), pursuant to the Shelf Procedures, omitting the Shelf Information (as hereinafter defined) in accordance with the rules and procedures set forth in National Instrument 44-102 – *Shelf Distributions*, and (b) will prepare and file, contemporaneously with the entering into of this Agreement, with the Canadian Commissions in the Qualifying Jurisdictions, in accordance with the Shelf Procedures, a prospectus supplement setting forth the Shelf Information (including any documents incorporated therein by reference and any supplements or amendments thereto, the "**Canadian Prospectus Supplement**", and together with the Canadian Final Base Prospectus, the "**Canadian Prospectus**"). The information, if any, included in the Canadian Prospectus Supplement that is omitted from the Canadian Final Base Prospectus for which a final receipt has been obtained from the Canadian Commissions, but that is deemed under the Shelf Procedures to be incorporated by reference into the Canadian Final Base Prospectus as of the date of the Canadian Prospectus Supplement, is referred to herein as the "**Shelf Information**."

(3) Any amendment or supplement to the Canadian Prospectus (including any document incorporated by reference therein), that may be filed by or on behalf of the Company with the Canadian Commissions in the Qualifying Jurisdictions after the Canadian Prospectus Supplement has been filed and prior to the expiry of the period of distribution of the Offered Shares, is referred to herein collectively as the "**Supplementary Material**."

(4) As used herein, the terms "**Canadian Final Base Prospectus**" and "**Canadian Prospectus Supplement**" shall include the documents incorporated and deemed to be incorporated by reference therein (the "**Incorporated Documents**").

Section 3 Flow-Through Shares and Additional Flow-Through Shares

(1) The Company hereby agrees to incur (or be deemed to incur) Resource Expenses in an amount equal to the Commitment Amount during the Expenditure Period in accordance with the Flow-Through Share Subscription Agreements in respect of the Flow-Through Shares and any Additional Flow-Through Shares and agrees to renounce to the FT Purchasers, with an effective date no later than December 31, 2019, provided that the applicable FT Purchasers (and for each FT Purchaser that is a partnership, all partners

thereof) deal with the Company on an arm's length basis for purposes of the Tax Act at all relevant times, Resource Expenses in an amount equal to the Commitment Amount.

(2) The Company shall deliver to the FT Purchasers, on or before March 1, 2020, the relevant Prescribed Forms, fully completed and executed, renouncing to each FT Purchaser, Resource Expenses in an amount equal to the Commitment Amount applicable to such FT Purchaser with an effective date of no later than December 31, 2019, provided that the applicable FT Purchasers (and for each FT Purchaser that is a partnership, all partners thereof) deal with the Company on an arm's length basis for purposes of the Tax Act at all relevant times, such delivery constituting the authorization of the Company to the FT Purchasers to file such Prescribed Forms with applicable taxation authorities. The Company shall file the requisite Prescribed Forms in a timely fashion with the CRA pursuant to subsection 66(12.7) of the Tax Act in respect of such renunciations.

Section 4 Distribution of the Offered Shares

(1) The Underwriter shall be permitted to appoint additional investment dealers or brokers (each, a "**Selling Firm**") as its agents in the Offering and the Underwriter may determine the remuneration payable to such Selling Firm. The Underwriter may offer the Offered Shares, directly and through Selling Firms or any affiliate of an Underwriter, in the Qualifying Jurisdictions for sale to the public only in accordance with Canadian Securities Laws and in any jurisdiction outside of the Qualifying Jurisdictions (subject to Section 8 hereof) to purchasers permitted to purchase the Offered Shares only in accordance with Applicable Securities Laws and applicable securities laws in such jurisdiction, and upon the terms and conditions set forth in the Canadian Offering Documents and in this Agreement. The Underwriter shall require any Selling Firm appointed by the Underwriter to agree to the foregoing and the Underwriter shall be severally responsible for the compliance by such Selling Firm with the provisions of this Agreement.

(2) For purposes of this Section 3, the Underwriter shall be entitled to assume that the Offered Shares are qualified for Distribution in any Qualifying Jurisdiction, unless otherwise notified in writing by the Company.

(3) CFCC shall promptly notify the Company when, in their opinion, the Distribution of the Offered Shares has ceased and will provide to the Company, as soon as practicable thereafter, a breakdown of the number of Offered Shares distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Canadian Securities Commissions and, if applicable, in the United States.

(4) The Underwriter shall not, in connection with the services provided hereunder, make any representations or warranties with respect to the Company or its securities, other than as set forth in the Canadian Offering Documents.

(5) The Underwriter acknowledges that the Company is not taking any steps to qualify the Offered Shares for Distribution or register the Offered Shares or the Distribution thereof with any securities authority outside of the Qualifying Jurisdictions.

Section 5 Preparation of Prospectus Supplement; Marketing Materials; Due Diligence

(1) During the period of the Distribution of the Offered Shares, the Company shall co-operate in all respects with the Underwriter to allow and assist the Underwriter to participate fully in the preparation of, and allow the Underwriter to approve the form and content of, the Canadian Offering Documents and shall allow the Underwriter to conduct all "due diligence" investigations which the Underwriter may reasonably require to fulfil the Underwriter's obligations under Canadian Securities Laws as underwriter and, in the case of the Canadian Prospectus Supplement, to enable the Underwriter responsibly to execute any certificate required to be executed by the Underwriter.

(2) Without limiting the generality of clause (1) above, during the Distribution of the Offered Shares:

(a) the Company shall prepare, in consultation with CFCC, and shall approve in writing, prior to the time that any such marketing materials are provided to potential Purchasers, a template version of any marketing materials reasonably requested to be provided by the Underwriter to any such potential Purchasers, and such marketing materials shall comply with Canadian Securities Laws and shall be acceptable in form and substance to the Underwriter and its counsel, acting reasonably;

(b) CFCC shall approve a template version of any such marketing materials in writing prior to the time that such marketing materials are provided to potential Purchasers;

(c) the Company shall file a template version of any such marketing materials on SEDAR as soon as reasonably practical after such marketing materials are so approved in writing by the Company and CFCC and in any event on or before the day the marketing materials are first provided to any potential Purchaser, and any comparables shall be removed from the template version in accordance with NI 44-101 prior to filing such on SEDAR (provided that if any such comparables are removed, the Company shall deliver a complete template version of any such marketing materials to the Commission), and the Company shall provide a copy of such filed template version to the Underwriter as soon as practicable following such filing; and

(d) following the approvals and filings set forth in Section 5(2)(a) to (c) above, the Underwriter may provide a limited use version of such marketing materials to potential Purchasers in accordance with Canadian Securities Laws.

(3) By the act of having delivered the Canadian Prospectus to the Underwriter, the Company shall have represented and warranted to the Underwriter that all information and statements (except information and statements relating solely to the Underwriter and provided by the Underwriter in writing solely for inclusion therein) contained in such documents, at the respective dates of initial delivery thereof, comply with the Canadian Securities Laws and are true and correct in all material respects, and that such documents, at

such dates, contain no misrepresentation or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and constitute full, true and plain disclosure of all material facts relating to the Company and the Offering as required by the Canadian Securities Laws.

(4) The Company and the Underwriter covenant and agree not to provide any potential Purchaser with any marketing materials except for marketing materials which have been approved as contemplated in Section 5(2).

Section 6 Material Changes

(1) During the period from the date of this Agreement to the completion of the Distribution of the Offered Shares, the Company covenants and agrees with the Underwriter that it shall promptly notify the Underwriter in writing of:

(a) any material change (actual, anticipated, contemplated or threatened) in or relating to the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or ownership of the Company and its Subsidiaries taken as a whole;

(b) any material fact which has arisen or been discovered and would have been required to have been stated in any of the Canadian Offering Documents had the fact arisen or been discovered on or prior to the date of such document; or

(c) any change in any material fact (which for purposes of this Agreement shall be deemed to include the disclosure of any previously undisclosed material fact) contained in the Canadian Prospectus, any Supplementary Material, any Incorporated Documents and any Marketing Documents (collectively, the "**Canadian Offering Documents**"), as they exist immediately prior to such change, which fact or change is, or may reasonably be expected to be, of such a nature as to render any statement in such Canadian Offering Documents, as they exist taken together in their entirety immediately prior to such change, misleading or untrue in any material respect or which would result in the Canadian Offering Documents, as they exist immediately prior to such change, containing a misrepresentation or which would result in the Canadian Offering Documents, as they exist immediately prior to such change, not complying with the laws of any Qualifying Jurisdiction in which the Offered Shares are to be offered for sale or which change would reasonably be expected to have a significant effect on the market price or value of any securities of the Company.

(2) The Underwriter agrees, and will require each Selling Firm to agree, to cease the Distribution of the Offered Shares upon the Underwriter receiving written notification of any change or material fact with respect to any Canadian Offering Document contemplated by this Section 6 and to not recommence the Distribution of the Offered Shares until Supplementary Material disclosing such change are filed in such Qualifying Jurisdiction.

(3) The Company shall promptly comply with all applicable filing and other requirements under Canadian Securities Laws whether as a result of such change, material fact or otherwise; provided that the Company shall not file any Supplementary Material or other document without first providing the Underwriter with a copy of such Supplementary Material or other document and consulting with the Underwriter with respect to the form and content thereof.

(4) If during the Distribution of the Offered Shares there is any change in any Applicable Securities Laws, which results in a requirement to file a Canadian Prospectus Amendment, the Company shall subject to the proviso in Section 6(2) above, make any such filing under Applicable Securities Laws as soon as possible.

(5) The Company shall in good faith discuss with the Underwriter any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt whether written notice need be given under this Section 6.

Section 7 Purchase, Sale, Payment and Delivery of the Offered Shares.

The Company hereby confirms its agreement with the Underwriter concerning the purchase and sale of the Offered Shares as follows:

(1) ***Public Offering of the Offered Shares.*** CFCC hereby advises the Company that the it intends to offer for sale to the public, on the terms set forth in the Canadian Prospectus, the Offered Shares as soon after this Agreement has been executed as CFCC, in its sole judgment, has determined is advisable and practicable. After the Underwriter has made a reasonable effort to sell all of the Offered Shares at the CS Offering Price or the FT Offering Price, as applicable, the purchase price of the Offered Shares may be decreased by the Underwriter and may be further changed from time to time to an amount not greater than the CS Offering Price or FT Offering Price, as applicable, and the compensation realized by the Underwriter will be decreased by the amount that the aggregate price paid by purchasers for the Offered Shares is less than the gross proceeds paid by the Underwriter to the Company. Any such decrease will not affect the aggregate proceeds to be received by the Company. If the aggregate purchase price paid by purchasers for the Flow-Through Shares is less than the FT Offering Price, the Company will only be permitted to renounce Canadian exploration expenses equal to such lesser aggregate price.

(2) ***The Closing Date in respect of the Offered Shares***. Payment of the CS Offering Price for the Firm Shares, the FT Offering Price for the Flow-Through Shares, and if applicable, the CS Offering Price or the FT Offering Price for any Additional Shares, as applicable, shall be made to the Company by wire transfer against delivery of the Firm Shares, the Flow-Through Shares and, if applicable, Additional Shares, to CFCC, through the facilities of CDS designated by the Underwriter, in such names and denominations as the Underwriter may request, and such payment and delivery shall be made by 8:30 a.m. (Toronto time), on July **[30]**, 2019 (respectively, the "**Closing Time**" and the "**Closing Date**") (unless another time and date shall be agreed to by CFCC and the Company). The Firm Shares, the Flow-Through Shares and the Additional Shares, if any, shall be registered in such names and in such denominations as specified by CFCC.

(3) ***Over-Allotment Option***. The Over-Allotment Option may be exercised by CFCC at any time, in whole or in part by delivering notice to the Company not later than 5:00 p.m. (Vancouver time) on the 30th day after the Closing Date, which notice will specify the number of Additional Shares to be purchased by the Underwriter and the date (the "**Option Closing Date**") and time (the "**Option Closing Time**") on and at which such Additional Shares are to be purchased. Such Option Closing Date may be the same as (but not earlier than) the Closing Date and will not be earlier than two Business Days nor later than five Business Days after the date of delivery of such notice (except to the extent a shorter or longer period shall be agreed to by the Company). Subject to the terms of this agreement, upon CFCC furnishing this notice, CFCC will be committed to purchase, and the Company will be committed to issue and sell in accordance with and subject to the provisions of this Agreement, the number of Additional Shares indicated in the notice. Additional Shares may be purchased by the Underwriter only for the purpose of satisfying over-allotments made in connection with the Offering.

(4) ***Delivery of the Offered Shares and Closing Mechanics***. The Company shall deliver, or cause to be delivered, to CFCC the Firm Shares, the Flow-Through Shares, and if applicable, the Additional Shares, at the Closing Date, against the irrevocable release of a wire transfer of immediately available funds for the amount of the CS Offering Price and the FT Offering Price therefor, as applicable. The Offered Shares shall be registered in such names and denominations as CFCC shall have requested at least one full business day prior to the Closing Date. Deliveries of the documents described in Section 16(1) hereof with respect to the purchase of the Offered Shares shall be made at the offices of Harper Grey LLP in Vancouver, British Columbia at 8:30 a.m. (Toronto time), or at such other place as CFCC and the Company may agree, on the Closing Date. In the event that the Over-Allotment Option is exercised after the Closing Date in accordance with its terms, the closing of the issuance and sale of that number of Additional Shares in respect of which the Underwriter is exercising the Over-Allotment Option shall take place at the Option Closing Time at the offices of Harper Grey LLP or at such other place as may be agreed to by the Underwriter and the Company. At the Option Closing Time, the Company shall issue to the Underwriter that number of Additional Shares in respect of which the Underwriter is exercising the Over-Allotment Option and deposit with CDS or its nominee, if requested by CFCC, the Additional Shares electronically through the non-certificated inventory system of CDS against payment of the CS Offering Price and the FT Offering Price, as applicable, by wire transfer or certified cheque payable to the Company or as otherwise directed by the Company. Time shall be of the essence, and delivery at the time and place specified in this Agreement is a further condition to the obligations of the Underwriter.

Section 8 Regulatory Approvals

The Company will make all necessary filings, obtain all necessary consents and approvals (if any) and pay all filing fees required to be paid in connection with the transactions contemplated by this Agreement. The Company will qualify the Offered Shares for offering and sale under the Canadian Securities Laws of the Qualifying Jurisdictions and in such other jurisdictions as the Underwriter may designate and maintain such qualifications in effect for so long as required for the Distribution of the Offered Shares; provided, however, that (i) the Company shall not be obligated to make any material filing, file any prospectus, registration statement or similar document, consent to service of

process, or qualify as a foreign corporation or as a dealer in securities in any of such other jurisdictions, or subject itself to taxation in respect of doing business in any of such other jurisdictions in which it is not otherwise so subject, or become subject to any additional periodic reporting or continuous disclosure obligations in such other jurisdictions, and (ii) the Underwriter and the Selling Firms shall comply with the applicable laws in any such designated jurisdiction in making offers and sales of Offered Shares therein.

Section 9 Representations and Warranties of the Company.

The Company represents and warrants to CFCC and acknowledges that they are relying on such representations and warranties in entering into this Agreement. The representations and warranties of the Company contained in this Agreement shall be true as of the date hereof, the Closing Time and Option Closing Time, if applicable, and shall survive the completion of the transactions contemplated under this Agreement and remain in full force and effect thereafter for the benefit of CFCC:

(a) ***Compliance with Canadian Laws and Regulations.*** The Company is eligible to use the Shelf Procedures. No cease trade order preventing or suspending the use of the Canadian Preliminary Base Prospectus or the Canadian Prospectus or preventing the distribution of the Offered Shares has been issued and no proceeding for that purpose has been initiated or, to the knowledge of the Company, threatened, by any of the Canadian Commissions; as of their respective dates, the Canadian Preliminary Base Prospectus and the Canadian Prospectus complied in all material respects with all applicable Canadian Securities Laws; each of the Canadian Commissions in the Qualifying Jurisdictions has issued or is deemed to have issued receipts for the Canadian Preliminary Base Prospectus and the Canadian Prospectus. On the Closing Date and each Option Closing Date (i) the Canadian Prospectus will comply in all material respects with the Canadian Securities Laws and (ii) the Canadian Prospectus or any amendment or supplement thereto constituted at the respective dates thereof, and will constitute at the Closing Date and each Option Closing Date full, true and plain disclosure of all material facts relating to the Offered Shares, that is required to be in the Canadian Prospectus, and did not at the respective dates thereof, and will not at the Closing Date and each Option Closing Date contain a misrepresentation or an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading. To its knowledge, the Company is not a "related issuer" or "connected issuer" (as those terms are defined in National Instrument 33-105 - *Underwriting Conflicts* of the Canadian Securities Administrators) of the Underwriter.

(b) ***Reporting Issuer and TSX and NYSE American Status.*** The Company is a "reporting issuer" in each of the Qualifying Jurisdictions. The Company is in compliance in all material respects with the by-laws, rules and regulations of the Exchanges.

(c) ***Short Form Eligibility.*** The Company is eligible to file a prospectus in the form of a short form prospectus under NI 44-101.

(d) ***Incorporated Documents.*** The documents incorporated or deemed to be incorporated by reference in the Canadian Prospectus, when they were filed with the Canadian Commissions in each of the Qualifying Jurisdictions, conformed in all material respects to the requirements of the Canadian Securities Laws; and any further documents to be incorporated by reference in the Canadian Prospectus prior to the completion of the distribution of the Offered Shares, when such documents are so filed, will conform in all material respects to the applicable requirements of Canadian Securities Laws, and will not contain a misrepresentation or an untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in the light of the circumstances under which they were made, not misleading.

(e) ***No Marketing Materials.*** Other than the term sheet in respect of the offering and sale of Offered Shares dated July 24, 2019, the Company has not provided any marketing materials to any potential investors of Offered Shares.

(f) ***No Conflicts.*** Neither the execution of this Agreement, nor the issuance, offering or sale of the Offered Shares, nor the consummation of any of the transactions contemplated herein and therein, nor the compliance by the Company with the terms and provisions hereof and thereof will conflict with, or will result in a breach of, any of the terms and provisions of, or has constituted or will constitute a default under, or has resulted in or will result in the creation or imposition of any lien, charge or encumbrance upon any property or assets of the Company pursuant to the terms of any agreements, contracts, arrangements or understandings (written or oral) to which the Company may be bound or to which any of the property or assets of the Company is subject, except (i) such conflicts, breaches or defaults as may have been waived, and (ii) such conflicts, breaches and defaults that would not reasonably be expected to have a Material Adverse Effect (as defined below); nor will such action result (x) in any violation of the provisions of the organizational or governing documents of the Company, or (y) in any violation of the provisions of any statute or any order, rule or regulation applicable to the Company or of any Governmental Authority having jurisdiction over the Company, except such violations that would not reasonably be expected to have a Material Adverse Effect, either individually or in the aggregate.

(g) ***No Misstatement or Omission in marketing materials.*** Any marketing materials, did not, as of its issue date, and does not and will not include any information that conflicted, conflicts or will conflict with the information contained in the Canadian Prospectus, including any Incorporated Document deemed to be a part thereof that has not been superseded or modified. The

foregoing sentence does not apply to statements in or omissions from any marketing materials made in reliance upon, and in conformity with, written information furnished to the Company by or on behalf of the Underwriter specifically for inclusion therein as contemplated by Section 11(1).

(h) ***Reports and Documents, etc.*** There are no reports or information of the Company or, to the knowledge of the Company, of any third party, that in accordance with the requirements of the Canadian Securities Laws must be made publicly available in connection with the offering of the Offered Shares that have not been made publicly available as required. There are no documents of the Company or, to the knowledge of the Company, of any third party, required to be filed with the Canadian Commissions in the Qualifying Jurisdictions or with the SEC in the United States in connection with the Canadian Prospectus that have not been filed as required pursuant to the Canadian Securities Laws. There are no agreements, contracts, arrangements or understandings (written or oral) or other documents of the Company or, to the knowledge of the Company, of any third party, required to be described in the Canadian Prospectus which have not been described or filed as required pursuant to the Canadian Securities Laws.

(i) ***Offering Materials Furnished to Underwriter.*** The Company has delivered or will deliver on the Closing Date to CFCC one complete manually signed copy of the Canadian Prospectus, as amended or supplemented, in such quantities and at such places as CFCC has reasonably requested.

(j) ***Corporate Action***. All necessary corporate action has been taken by the Company to authorize the issuance, sale and delivery of the Firm Shares, the Flow-Through Shares, the Additional Shares and the Underwriter's Warrants, on the terms set forth in this Agreement.

(k) ***Distribution of Offering Material by the Company.*** The Company has not distributed and will not distribute, prior to the completion of the Underwriter's distribution of the Offered Shares, any offering material in connection with the offering and sale of the Offered Shares other than the Canadian Prospectus.

(l) ***Authorization; Enforceability.*** The Company has full corporate right, power and authority to enter into this Agreement and perform the transactions contemplated hereby. This Agreement has been duly authorized, executed and delivered by the Company and is a legal, valid and binding agreement of the Company enforceable in accordance with its terms, except to the extent that enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles.

(m) ***No Material Adverse Effect.*** Subsequent to the respective dates as of which information is given in the Canadian Prospectus (including any document deemed incorporated by reference therein), there has not been (i) any

Material Adverse Effect, (ii) any transaction which is material to the Company and the Material Subsidiaries taken as a whole, (iii) any obligation or liability, direct or contingent (including any off-balance sheet obligations), incurred by the Company or any Material Subsidiary, which is material to the Company and the Material Subsidiaries taken as a whole, (iv) any material change in the capital stock or outstanding long-term indebtedness of the Company or any of the Material Subsidiaries or (v) any dividend or distribution of any kind declared, paid or made on the capital stock of the Company or any Material Subsidiary, other than in each case above in the ordinary course of business or as otherwise disclosed in the Canadian Prospectus (including any document deemed incorporated by reference therein).

(n) ***Independent Accountants.*** Manning Elliott LLP, who have delivered their report with respect to the audited Financial Statements (as defined below and which term as used in this Agreement includes the related notes thereto) filed on SEDAR and included in the Canadian Prospectus, are independent public, certified public or chartered accountants as required by applicable Canadian Securities Laws. There has not been any "reportable event" (as that term is defined in National Instrument 51-102 *Continuous Disclosure Obligations*) with Manning Elliott LLP or any other prior auditor of the Company or any of its Material Subsidiaries.

(o) ***Enforceability of Agreements.*** All agreements between the Company and third parties expressly referenced in or included or incorporated by reference in the Canadian Prospectus are legal, valid and binding obligations of the Company enforceable in accordance with their respective terms, except to the extent that (i) enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting creditors' rights generally and by general equitable principles, and (ii) the indemnification provisions of certain agreements may be limited by Applicable Law or public policy considerations in respect thereof, and except for any other potentially unenforceable term that, individually or in the aggregate, would not reasonably be expected to be material to the Company.

(p) ***Financial Information.*** The consolidated financial statements of the Company included or incorporated by reference in the Canadian Prospectus, together with the related notes and schedules (the "**Financial Statements**"), present fairly, in all material respects, the consolidated financial position of the Company and the Material Subsidiaries as of the dates indicated and the consolidated statements of comprehensive income, shareholders' equity and cash flows of the Company for the periods specified. Such Financial Statements conform in all material respects with International Financial Reporting Standards as issued by the International Accounting Standards Board ("**IFRS**"), applied on a consistent basis during the periods involved. The other financial and statistical data with respect to the Company and the Material Subsidiaries included or incorporated by reference in the Canadian

Prospectus are accurately and fairly presented in all material respects and prepared on a basis consistent with the financial statements and books and records of the Company; there are no financial statements (historical or pro forma) that are required to be included or incorporated by reference in the Canadian Prospectus that are not included or incorporated by reference as required; the Company and the Material Subsidiaries do not have any material liabilities or obligations, direct or contingent (including any off-balance sheet obligations), not described or included or incorporated by reference in the Canadian Prospectus and all disclosures contained or incorporated by reference therein; and no other financial statements are required to be set forth or to be incorporated by reference in the Canadian Prospectus.

(q) ***Statistical, Industry-Related and Market-Related Data***. The statistical, industry-related and market-related data included or incorporated by reference in the Canadian Prospectus are based on or derived from sources that the Company reasonably believes are reliable and accurate.

(r) ***Organization***. The Company and each of its Material Subsidiaries are, and will be, duly organized, validly existing as a corporation and in good standing (where such concept is recognized) under the laws of their respective jurisdictions of organization. The Company and each of the Material Subsidiaries are, and will be, duly licensed or qualified as a foreign corporation for transaction of business and in good standing under the laws of each other jurisdiction in which their respective ownership or lease of property or the conduct of their respective businesses requires such license or qualification, and have all corporate power and authority necessary to own or hold their respective properties and to conduct their respective businesses as described in or included or incorporated by reference in the Canadian Prospectus, except where the failure to be so qualified or in good standing or have such power or authority would not, individually or in the aggregate, have a Material Adverse Effect or would reasonably be expected to have a Material Adverse Effect.

(s) ***Subsidiaries***. The subsidiaries of the Company are listed in Schedule "B" (individually a "**Material Subsidiary**" and collectively, the "**Material Subsidiaries**"). Except as set forth in or included or incorporated by reference in the Canadian Prospectus, the Company owns, directly or indirectly, all of the equity interests of the Material Subsidiaries free and clear of any lien, charge, security interest, encumbrance, right of first refusal or other restriction, and all the equity interests of the Material Subsidiaries are validly issued and are fully paid, non-assessable and free of preemptive and similar rights.

(t) ***Minute Books***. Since January 1, 2017, all existing minute books of the Company and each of the Material Subsidiaries, including all existing records of all meetings and actions of the board of directors (including board

committees) and securityholders of the Company (collectively, the "**Corporate Records**") have been made available to the Underwriter and its counsel, and all such Corporate Records are complete in all material respects (provided that the minutes of certain recent board and board committee meetings are in draft form). There are no transactions, agreements or other actions of the Company or any of the Material Subsidiaries that are required to be recorded in the Corporate Records that are not properly approved and/or recorded in the Corporate Records. All required filings have been made with the appropriate Governmental Authorities in the Province of British Columbia in a timely fashion under the *Business Corporations Act* (British Columbia), except for such filings where the failure to file would not have a Material Adverse Effect, either individually or in the aggregate.

(u) ***No Violation or Default.*** Neither the Company nor any of the Material Subsidiaries is (i) in violation of its articles or by-laws or similar organizational documents; (ii) except as are disclosed in or included or incorporated by reference in the Canadian Prospectus, in violation or default, and no event has occurred that, with notice or lapse of time or both, would constitute such a violation or default, in the due performance or observance of any term, covenant or condition contained in any indenture, mortgage, deed of trust, loan agreement or other agreement or instrument to which the Company or any of the Material Subsidiaries is a party or by which the Company or any of the Material Subsidiaries is bound or to which any of the property or assets of the Company or any of the Material Subsidiaries are subject; or (iii) except as disclosed in or included or incorporated by reference in the Canadian Prospectus, in violation of any Applicable Law, except in the case of each of clauses (ii) and (iii) above, for any such violation or default that would not, individually or in the aggregate, have a Material Adverse Effect. To the Company's knowledge, no other party under any material agreements, contracts, arrangements or understandings (written or oral) to which it or any of the Material Subsidiaries is a party is in violation or default in any respect thereunder where such violation or default would have a Material Adverse Effect.

(v) ***Disclosure Controls.*** The Company and each of the Material Subsidiaries (other than Material Subsidiaries acquired not more than 365 days prior to the Evaluation Date, as defined below) maintain systems of internal accounting controls applicable under IFRS in applicable periods, or sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. The Company's internal control over financial reporting is effective and the Company is not aware of

any significant deficiencies or material weaknesses in its internal control over financial reporting. Since the date of the latest audited financial statements of the Company included or incorporated by reference in the Canadian Prospectus, there has been no change in the Company's internal control over financial reporting that has materially affected, or is reasonably likely to materially affect, the Company's internal control over financial reporting. The Company has established disclosure controls and procedures (as defined in Exchange Act Rules 13a-15 and 15d-15) for the Company and designed such disclosure controls and procedures to ensure that material information relating to the Company and each of the Material Subsidiaries is made known to the certifying officers by others within those entities, particularly during the Company's fiscal year ended December 31, 2018. The Company's certifying officers have evaluated the effectiveness of the Company's controls and procedures as of a date within 120 days prior to the filing date of the Form 40-F, for the fiscal year ended December 31, 2018 (such date, the **"Evaluation Date**"). The Company presented in its Form 40-F for the fiscal year ended December 31, 2018 the conclusions of the certifying officers about the effectiveness of the disclosure controls and procedures based on their evaluations as of the Evaluation Date and the disclosure controls and procedures are effective. Since the Evaluation Date, there have been no significant changes in the Company's internal controls (as such term is defined in Item 307(b) of Regulation S-K under the Securities Act) or, to the Company's knowledge, in other factors that could significantly affect the Company's internal controls.

(w) ***Capitalization.*** The issued and outstanding Common Shares have been validly issued, are fully paid and non-assessable and are not subject to any pre-emptive rights, rights of first refusal or similar rights. The Company has an authorized, issued and outstanding capitalization as set forth in or included or incorporated by reference in the Canadian Prospectus as of the dates referred to therein (other than the grant of additional options and restricted under the Company's existing stock-based compensation plans, or changes in the number of outstanding Common Shares of the Company due to the issuance of shares upon the exercise or conversion of securities exercisable for, or convertible into, Common Shares outstanding on the date hereof) and such authorized capital stock conforms in all material respects to the description thereof set forth in or included or incorporated by reference in the Canadian Prospectus. The description of the securities of the Company in or included or incorporated by reference in the Canadian Prospectus is complete and accurate in all material respects. Except as disclosed in or contemplated by or included or incorporated by reference in the Canadian Prospectus, as of the date referred to therein, the Company does not have outstanding any options to purchase, or any rights or warrants to subscribe for, or any securities or obligations convertible into, or exchangeable for, or any contracts or commitments to issue or sell, any Common Shares or other securities.

(x) ***No Applicable Registration or Other Similar Rights.*** There are no persons with registration or other similar rights to have any equity or debt securities qualified for sale under the Canadian Prospectus or included in the offering contemplated by this Agreement who have not waived such rights in writing (including electronically) prior to the execution of this Agreement.

(y) ***No Consents Required.*** No consent, approval, authorization, order, registration or qualification of or with Governmental Authority is required for the execution, delivery and performance by the Company of this Agreement, the issuance and sale by the Company of the Offered Shares, except for the qualification of the Offered Shares for distribution in Canada.

(z) ***No Preferential Rights.*** Except as set forth in or included or incorporated by reference in the Canadian Prospectus, (i) except for Common Shares issuable pursuant to outstanding convertible securities of the Company, no person, as such term is defined in Rule 1-02 of Regulation S-X promulgated under the Securities Act (each, a "**Person**"), has the right, contractual or otherwise, to cause the Company to issue or sell to such Person any Common Shares or other securities of the Company, (ii) the Company has not granted to any Person any preemptive rights, resale rights, rights of first refusal, or any other rights (whether pursuant to a "poison pill" provision or otherwise) to purchase any Common Shares or other securities of the Company, (iii) no Person has the right to act as an underwriter or as a financial advisor to the Company in connection with the offer and sale of the Offered Shares, and (iv) no Person has the right, contractual or otherwise, to require the Company to register under the Securities Act or qualify for distribution under Canadian Securities Laws any Common Shares or other securities of the Company, or to include any such Common Shares or other securities in the Canadian Prospectus, whether as a result of the filing of the Canadian Prospectus (or documents incorporated by reference therein) or the sale of the Offered Shares as contemplated thereby or otherwise.

(aa) ***Forward-Looking Information.*** No forward-looking statement (within the meaning of Section 27A of the Securities Act and Section 21E of the Exchange Act and no forward-looking information within the meaning of Section 1(1) of the *Securities Act* (British Columbia)) contained or incorporated by reference in the Canadian Prospectus has been made or reaffirmed without a reasonable basis or has been disclosed other than in good faith.

(bb) ***Certificates.*** The form of certificates representing the Offered Shares and the Underwriter's Warrant Certificates, to the extent that physical certificates are issued for such securities, will be in due and proper form and conform to the requirements of the *Business Corporations Act* (British Columbia), the articles of incorporation of the Company and applicable requirements of the TSX, NYSE American, The Depository Trust Company and CDS or will have been otherwise approved by the TSX and NYSE American, if required. The Offered Shares will have been made eligible by CDS.

(cc) ***Transfer Agent.*** Computershare Investor Services Inc. has been duly appointed as registrar and transfer agent for the Common Shares.

(dd) ***No Litigation***. There are no legal, governmental or regulatory actions, suits or proceedings pending, nor, to the Company's knowledge, any legal, governmental or regulatory audits or investigations, to which the Company or a Subsidiary is a party or to which any property of the Company or any of the Material Subsidiaries is the subject that, individually or in the aggregate, if determined adversely to the Company or any of the Material Subsidiaries, could reasonably be expected to have a Material Adverse Effect or materially and adversely affect the ability of the Company to perform its obligations under this Agreement; except as disclosed in or included or incorporated by reference in the Canadian Prospectus, to the Company's knowledge, no such actions, suits or proceedings are threatened or contemplated by any Governmental Authority or threatened by others; and there are no current or pending audits or investigations, actions, suits or proceedings by or before any Governmental Authority that are required under Canadian Securities Laws to be described in or included or incorporated by reference in the Canadian Prospectus that are not so described.

(ee) ***Labor Disputes.*** No labor disturbance by or dispute with employees of the Company or any of the Material Subsidiaries exists or, to the knowledge of the Company, is threatened that could reasonably be expected to have a Material Adverse Effect.

(ff) ***Local Disputes.*** Except as set forth in the Canadian Prospectus, no dispute between the Company and any local, aboriginal or indigenous group exists, or to the Company's knowledge, is threatened or imminent with respect to any of the Company's properties or exploration and development activities that could reasonably be expected to have a Material Adverse Effect.

(gg) ***Proposed Acquisition***. Except as described in or included or incorporated by reference in the Canadian Prospectus, there are no material agreements, contracts, arrangements or understandings (written or oral) with any persons relating to the acquisition or proposed acquisition by the Company or its Material Subsidiaries of any material interest in any business (or part of a business) or corporation, nor are there any other specific contracts or agreements (written or oral) in respect of any such matters in contemplation.

(hh) ***Intellectual Property Rights***. Except as disclosed in or included or incorporated by reference in the Canadian Prospectus, the Company and the Material Subsidiaries own, possess, license or have other rights to use all foreign and domestic patents, patent applications, trade and service marks, trade and service mark registrations, trade names, copyrights, licenses, inventions, trade secrets, technology, Internet domain names, know-how and other intellectual property (collectively, the "**Intellectual Property**"), necessary for the conduct of their respective businesses as now conducted except to the extent that the failure to own, possess, license or otherwise hold

adequate rights to use such Intellectual Property would not, individually or in the aggregate, have a Material Adverse Effect. Except as disclosed in or included or incorporated by reference in the Canadian Prospectus: (i) there are no rights of third parties to any such Intellectual Property owned by the Company and the Material Subsidiaries; (ii) to the Company's knowledge, there is no infringement by third parties of any such Intellectual Property; (iii) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the Company's and the Material Subsidiaries' rights in or to any such Intellectual Property, and the Company is unaware of any facts which could form a reasonable basis for any such action, suit, proceeding or claim; (iv) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others challenging the validity or scope of any such Intellectual Property; (v) there is no pending or, to the Company's knowledge, threatened action, suit, proceeding or claim by others that the Company and the Material Subsidiaries infringe or otherwise violate any patent, trademark, copyright, trade secret or other proprietary rights of others; and (vi) the Company and the Material Subsidiaries have complied with the terms of each agreement pursuant to which Intellectual Property has been licensed to the Company or such Material Subsidiary, and all such agreements are in full force and effect, except, in the case of any of clauses (i)-(vi) above, for any such infringement by third parties or any such pending or threatened suit, action, proceeding or claim as would not, individually or in the aggregate, result in a Material Adverse Effect.

(ii) ***No Material Defaults.*** Neither the Company nor any of the Material Subsidiaries has defaulted on any installment on indebtedness for borrowed money or on any rental on one or more long-term leases, which defaults, individually or in the aggregate, would have a Material Adverse Effect. The Company has not filed a report pursuant to Section 13(a) or 15(d) of the Exchange Act since the filing of its last Annual Report on Form 40-F, indicating that it (i) has failed to pay any dividend or sinking fund installment on preferred stock or (ii) has defaulted on any installment on indebtedness for borrowed money or on any rental on one or more long-term leases, which defaults, individually or in the aggregate, would have a Material Adverse Effect.

(jj) ***Certain Market Activities***. Neither the Company, nor any of the Material Subsidiaries, nor to the knowledge of the Company any of their respective directors or officers has taken, directly or indirectly, any action designed, or that has constituted or might reasonably be expected to cause or result in, under the Exchange Act, Canadian Securities Laws or otherwise, the stabilization, maintenance or manipulation of the price of any security of the Company to facilitate the sale or resale of the Offered Shares.

(kk) ***Title to Real and Personal Property***. Except as set forth in or included or incorporated by reference in the Canadian Prospectus, the Company and the

Material Subsidiaries have good and marketable title in fee simple to all items of real property owned by them, good and valid title to all personal property described in or included or incorporated by reference in the Canadian Prospectus as being owned by them that are material to the businesses of the Company or such Material Subsidiary, in each case free and clear of all liens, encumbrances and claims, except those that (i) do not materially interfere with the use made and proposed to be made of such property by the Company and any of the Material Subsidiaries or (ii) would not, individually or in the aggregate, have a Material Adverse Effect. Any real or personal property described in or included or incorporated by reference in the Canadian Prospectus as being leased by the Company and any of the Material Subsidiaries is held by them under valid, existing and enforceable leases, except those that (A) do not materially interfere with the use made or proposed to be made of such property by the Company or any of the Material Subsidiaries or (B) would not, individually or in the aggregate, have a Material Adverse Effect.

(ll) ***Mining Rights.***

(i) The Avino Mine, San Gonzalo Mine and Bralorne Gold Mine, as described in or included or incorporated by reference in the Canadian Prospectus (the "**Material Properties**") are the only resource properties currently material to the Company in which the Company or the Material Subsidiaries have an interest; the Company or through the Material Subsidiaries, hold either freehold title, mining leases, mining concessions, mining claims, exploration permits, prospecting permits or participant interests or other conventional property or proprietary interests or rights, recognized in the jurisdiction in which the Material Properties are located, in respect of the ore bodies and minerals located on the Material Properties in which the Company (through the applicable Material Subsidiary) has an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements, contracts, arrangements or understandings, sufficient to permit the Company (through the applicable Material Subsidiary) to explore for and exploit the minerals relating thereto; all leases or claims and permits relating to the Material Properties in which the Company (through the applicable Material Subsidiary) has an interest or right have been validly located and recorded in accordance with all Applicable Laws and are valid and subsisting; except as disclosed in or included or incorporated by reference in the Canadian Prospectus, the Company (through the applicable Material Subsidiary) has all necessary surface rights, access rights and other necessary rights and interests relating to the Material Property in which the Company (through the applicable Material Subsidiary) has an interest granting the Company (through the applicable Material Subsidiary) the right and ability to explore for and exploit minerals, ore and metals for development and production

purposes as are appropriate in view of the rights and interest therein of the Company or the applicable Material Subsidiary, with only such exceptions as do not materially interfere with the current use made by the Company or the applicable Material Subsidiary of the rights or interest so held, and each of the proprietary interests or rights and each of the agreements, contracts, arrangements or understandings and obligations relating thereto referred to above is currently in good standing in all respects in the name of the Company or the applicable Material Subsidiary; except as disclosed in the Prospectuses, the Company and the Material Subsidiaries do not have any responsibility or obligation to pay any commission, royalty, license, fee or similar payment to any person with respect to the property rights thereof, except where such fee or payment would not have a Material Adverse Effect, either individually or in the aggregate;

(ii) the Company or the applicable Material Subsidiary holds direct interests in the Material Properties, as described in or included or incorporated by reference in the Canadian Prospectus (the "**Project Rights**"), under valid, subsisting and enforceable agreements or instruments, and all such agreements and instruments in connection with the Project Rights are valid and subsisting and enforceable in accordance with their terms;

(iii) the Company and the Material Subsidiaries have identified all the material permits, certificates, and approvals (collectively, the "**Permits**") which are or will be required for the exploration, development and eventual or actual operation of the Material Properties, which Permits include but are not limited to environmental assessment certificates, water licenses, land tenures, rezoning or zoning variances and other necessary local, provincial, state and federal approvals; and, except as disclosed in or included or incorporated by reference in the Canadian Prospectus, the appropriate Permits have either been received, applied for, or the processes to obtain such Permits have been or will in due course be initiated by the Company or the applicable Material Subsidiaries; and, except as disclosed in or included or incorporated by reference in the Canadian Prospectus, neither the Company nor the applicable Material Subsidiaries know of any issue or reason why the Permits should not be approved and obtained in the ordinary course;

(iv) all assessments or other work required to be performed in relation to the material mining claims and the mining rights of the Company and the applicable Material Subsidiary in order to maintain their respective interests therein, if any, have been performed to date and, except as disclosed in or included or incorporated by reference in the Canadian Prospectus, the Company and the applicable Material Subsidiary have complied in all material respects with all Applicable

Laws in this regard as well as with regard to legal and contractual obligations to third parties in this regard except in respect of mineral claims and mining rights that the Company and the applicable Material Subsidiary intend to abandon or relinquish and except for any non-compliance which would not either individually or in the aggregate have a Material Adverse Effect; all such mining claims and mining rights are in good standing in all respects as of the date of this Agreement;

(v) except as disclosed in or included or incorporated by reference in the Canadian Prospectus, all mining operations on the properties of the Company and the Material Subsidiaries (including, without limitation, the Material Properties) have been conducted in all respects in accordance with good mining and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with;

(vi) except as disclosed in or included or incorporated by reference in the Canadian Prospectus, there are no environmental audits, evaluations, assessments, studies or tests relating to the Company or the Material Subsidiaries except for ongoing assessments conducted by or on behalf of the Company and the Material Subsidiaries in the ordinary course;

(vii) the Company made available to the respective authors thereof prior to the issuance of all of the applicable technical reports filed by the Company on SEDAR relating to the Material Properties (the "**Reports**"), for the purpose of preparing the Reports, as applicable, all information requested, and no such information contained any material misrepresentation as at the relevant time the relevant information was made available;

(viii) the Reports complied in all material respects with the requirements of NI 43-101 as at the date of each such Report and as of the date hereof there is no new material scientific or technical information concerning the Material Properties that is not included in the Reports; and

(ix) the Company is in compliance, in all material respects, with the provisions of NI 43-101 and has filed all technical reports required thereby and, at the time of filing, all such reports complied, in all material respects, with the requirements of NI 43-101; except as noted in the Canadian Prospectus, all scientific and technical information disclosed in the or included or incorporated by reference in the Canadian Prospectus: (i) is based upon information prepared, reviewed and/or verified by or under the supervision of a "qualified person" (as such term is defined in NI 43-101), (ii) has been prepared and disclosed in accordance with Canadian industry standards set

forth in NI 43- 101, (iii) was true, complete and accurate in all material respects at the time of filing, (iv) information relating to the Company's estimates of mineral reserves and resources as at the date they were prepared has been reviewed and verified by the Company or independent consultants to the Company as being consistent with the Company's mineral resource estimates as at the date they were prepared, and (v) the methods used in estimating the Company's mineral resources are in accordance with accepted mineral reserve and mineral resource estimation practices.

(mm) ***Taxes.*** The Company and each of its Subsidiaries have filed all federal, state, provincial, local and foreign tax returns which have been required to be filed and paid all taxes shown thereon through the date hereof, to the extent that such taxes have become due and are not being contested in good faith, except where the failure to so file or pay would not have a Material Adverse Effect. Except as otherwise disclosed in or contemplated by or included or incorporated by reference in the Canadian Prospectus, no tax deficiency has been determined adversely to the Company or any of the Material Subsidiaries which would have, individually or in the aggregate, a Material Adverse Effect. The Company has no knowledge of any federal, state, provincial or other governmental tax deficiency, penalty or assessment which has been asserted or threatened in writing against it which would have a Material Adverse Effect.

(nn) ***No Reliance.*** The Company has not relied upon the Underwriter or legal counsel for the Underwriter for any legal, tax or accounting advice in connection with the offering and sale of the Offered Shares.

(oo) ***Investment Company Act***. Neither the Company nor any of the Material Subsidiaries is registered or, after giving effect to the offering and sale of the Offered Shares and the application of the proceeds thereof as described in or included or incorporated by reference in the Canadian Prospectus, will be required to register, as an "investment company" or an entity "controlled" by an "investment company," as such terms are defined in the Investment Company Act of 1940, as amended.

(pp) ***ERISA***. The Company does not have a material employee benefit plan, within the meaning of Section 3(3) of the Employee Retirement Income Security Act of 1974, as amended.

(qq) ***Company is not a "Controlled Foreign Corporation".*** As of the date hereof, to the knowledge of the Company, the Company is not a "*controlled foreign corporation*", as such term is defined in the Internal Revenue Code of 1986, as amended (the "**Code**").

(rr) ***Insurance***. The Company and each of the Material Subsidiaries carry, or are covered by, insurance in such amounts and covering such risks as the Company and each of the Material Subsidiaries reasonably believe are

adequate for the conduct of their properties and as is customary for companies engaged in similar businesses in similar industries.

(ss) ***No Price Stabilization or Manipulation; Compliance with Regulation M***. The Company has not taken, nor will the Company take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of the Common Shares, as applicable, or any other "reference security" (as defined in Rule 100 of Regulation M under the Exchange Act ("**Regulation M**")) whether to facilitate the sale or resale of the Offered Shares, as applicable, or otherwise, and has taken no action which would directly or indirectly violate Regulation M.

(tt) ***Working Capital***. To the Company's knowledge and taking into account the Company's projected work program, the Company's available working capital and the net proceeds receivable by the Company following the sale of the Offered Shares, the Company has sufficient working capital for its present requirements for a limited period of time from the date of the Prospectuses.

(uu) ***Environmental Laws*.** Except as set forth in or included or incorporated by reference in the Canadian Prospectus:

(i) each of the Company and the Material Subsidiaries is in compliance in all material respects with all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, bylaws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency (the "**Environmental Laws**") relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance, including any uranium or derivatives thereof (the "**Hazardous Substances**"), except where such non-compliance would not have a Material Adverse Effect, either individually or in the aggregate;

(ii) each of the Company and the Material Subsidiaries has obtained all licenses, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the businesses carried on by the Company and the Material Subsidiaries, other than those Environmental Permits that are routine in nature and anticipated to be obtained in the ordinary course, and each Environmental Permit is valid, subsisting and in good standing and to the knowledge of the Company neither the Company nor the Material Subsidiaries is in default or breach of any Environmental Permit which would have a Material Adverse Effect,

and no proceeding is pending or, to the knowledge of the Company or the Material Subsidiaries, threatened, to revoke or limit any Environmental Permit;

(iii) neither the Company nor the Material Subsidiaries has used, except in compliance with all Environmental Laws and Environmental Permits, and other than as may be incidental to mineral resource exploration, development, mining, recovery, processing or milling, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance; and

(iv) neither the Company nor the Material Subsidiaries (including, if applicable, any predecessor companies) has received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law that would have a Material Adverse Effect, and neither the Company nor the Material Subsidiaries (including, if applicable, any predecessor companies) has settled any allegation of non-compliance that would have a Material Adverse Effect short of prosecution. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Company or the Material Subsidiaries, nor has the Company or the Material Subsidiaries received notice of any of the same; and (v) neither the Company nor the Material Subsidiaries has received any notice wherein it is alleged or stated that the Company or the Material Subsidiaries is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any Environmental Laws. Neither the Company nor the Material Subsidiaries has received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites.

(vv) ***Finder's Fee's.*** Neither the Company nor any of the Material Subsidiaries has incurred any liability for any finder's fees, brokerage commissions or similar payments in connection with the transactions herein contemplated, except as may otherwise exist with respect to the Underwriter pursuant to this Agreement.

(ww) ***Dividend Restrictions***. Except as may be restricted by Applicable Law, no Material Subsidiary is prohibited or restricted, directly or indirectly, from paying dividends to the Company, or from making any other distribution with respect to such Material Subsidiaries' equity securities or from repaying to the Company or any other Material Subsidiaries any amounts that may from time to time become due under any loans or advances to such Material Subsidiaries from the Company or from transferring any property or assets to the Company or to any other Material Subsidiaries.

(xx) ***No Improper Practices.*** (i) Neither the Company nor the Material Subsidiaries, nor to the Company's knowledge, any of their respective directors or officers has, in the past five years, made any unlawful contributions to any candidate for any political office (or failed fully to disclose any contribution in violation of Applicable Law) or made any contribution or other payment to any official of, or candidate for, any federal, state, provincial, municipal, or foreign office or other person charged with similar public or quasi-public duty in violation of any Applicable Law or of the character required to be disclosed in or included or incorporated by reference in the Canadian Prospectuses; (ii) no relationship, direct or indirect, exists between or among the Company or, to the Company's knowledge, any Material Subsidiary or any affiliate of any of them, on the one hand, and the directors, officers and shareholders of the Company or, to the Company's knowledge, any Material Subsidiary, on the other hand, that is required by Canadian Securities Laws to be described in or included or incorporated by reference in the Canadian Prospectus that is not so described; (iii) no relationship, direct or indirect, exists between or among the Company or any Material Subsidiary or any affiliate of them, on the one hand, and the directors, officers, or shareholders of the Company or, to the Company's knowledge, any Material Subsidiary, on the other hand, that is required by the rules of FINRA (or Canadian equivalent thereof) to be described in or included or incorporated by reference in the Canadian Prospectus that is not so described; (iv) except as described in the Canadian Prospectus, there are no material outstanding loans or advances or material guarantees of indebtedness by the Company or, to the Company's knowledge, any Material Subsidiary to or for the benefit of any of their respective officers or directors or any of the members of the families of any of them; and (v) the Company has not offered, or caused any placement agent to offer, Common Shares or to make any payment of funds to any person with the intent to influence unlawfully (A) a customer or supplier of the Company or any Material Subsidiary to alter the customer's or supplier's level or type of business with the Company or any Material Subsidiary or (B) a trade journalist or publication to write or publish favorable information about the Company or any Material Subsidiary or any of their respective products or services, and, (vi) neither the Company nor any Material Subsidiary nor, to the Company's knowledge, any director, officer, employee or agent of the Company or any Material Subsidiary has made any payment of funds of the Company or any Material Subsidiary or received or retained any funds in violation of any Applicable Law (including, without limitation, the Foreign Corrupt Practices Act of 1977 and the *Corruption of Foreign Public Officials Act* (Canada)).

(yy) ***Operations***. The operations of the Company and the Material Subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada), the *Corruption of Foreign Public Officials Act* (Canada) and applicable rules and regulations thereunder, and the money laundering statutes of all applicable jurisdictions,

the rules and regulations thereunder and any related or similar applicable rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**"); and no action, suit or proceeding by or before any court or Governmental Authority involving the Company or any of the Material Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of the Company, threatened.

(zz) ***Sanctions.*** (i) The Company represents that, neither the Company nor any of the Material Subsidiaries (collectively, the "**Entity**") nor, to the Company's knowledge, any director, officer, employee, agent, affiliate or representative of the Company, is a government, individual, or entity (in this paragraph, a "**Member**") that is, or is owned or controlled by a Member that is:

(A) the subject of any sanctions administered or enforced by the U.S. Department of Treasury's Office of Foreign Assets Control, the United Nations Security Council, the European Union, Her Majesty's Treasury, the Office of the Superintendent of Financial Institutions (Canada), or pursuant to the *Special Economic Measures Act* (Canada) or other relevant sanctions authority or Applicable Law (collectively, "**Sanctions**"), nor

(B) located, organized or resident in a country or territory that is the subject of Sanctions (including, without limitation, Burma/Myanmar, Cuba, Iran, Libya, North Korea, Russia, Sudan, Syria, Ukraine and Zimbabwe).

(ii) The Company represents and covenants that it will not, directly or indirectly, use the proceeds of the offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other Member:

(A) to fund or facilitate any activities or business of or with any Member or in any country or territory that, at the time of such funding or facilitation, is the subject of Sanctions; or

(B) in any other manner that will result in a violation of Sanctions by any Member (including any Member participating in the offering, whether as underwriter, advisor, investor or otherwise).

(iii) The Company represents and covenants that, except as detailed in or included or incorporated by reference in the Canadian Prospectus, for the past 5 years, it has not knowingly engaged in, is not now knowingly engaged in, and will not engage in, any dealings or transactions with any Member, or in any country or territory, that at

the time of the dealing or transaction is or was the subject of Sanctions.

(aaa) ***Taxes.*** The Company has filed in a timely manner all necessary returns and notices relating to Taxes and has paid all material applicable Taxes of whatsoever nature for all tax years prior to the date of this Agreement to the extent that such taxes have become due; and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by the Company, the assessment or reassessment of the Company for any taxation year, or the payment of any material tax, governmental charge, penalty, interest or fine against the Company. There are no actions, suits, proceedings, audits, investigations or claims in progress, now threatened or pending against the Company which could result in a material liability in respect of taxes, charges or levies upon the Company. The Company has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof and any non-resident person, the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation. The Company has collected and remitted all amounts on account of any sales, use or transfer taxes, including without limitation, as applicable, goods and services tax and harmonized sales tax levied under the *Excise Tax Act* (Canada) and the comparable provincial legislation and provincial sales taxes required by applicable law to be collected and remitted by it to the appropriate governmental authority. Without limiting the generality of the foregoing, the Company is in full compliance with all registration, collection, remittance, timely reporting and record keeping obligations under the *Excise Tax Act* (Canada) and applicable provincial sales tax legislation.

(bbb) ***Books and Records.*** The Company has established on their books and records reserves that are adequate for the payment of all Taxes not yet due and payable and there are no liens for taxes on the assets of the Company, except for Taxes not yet due and there are no audits known by the Company or, to the knowledge of the Company, to be pending, of the tax returns of the Company (whether federal, provincial, local or foreign); and to the knowledge of the Company, there are no claims which have been or may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any governmental agency of any deficiency that would have a material adverse effect on the assets or properties, business, results of operations, prospects or condition (financial or otherwise) of the Company.

(ccc) ***Principal Business Corporation.*** The Company is a "principal-business corporation" as defined in subsection 66(15) of the Tax Act.

(ddd) ***Certification of Disclosure***. There has been no failure on the part of the Company or any of the Company's directors or officers, in their capacities as such, to comply in all material respects with any applicable provisions of the Sarbanes-Oxley Act, NI 52-109 and the rules and regulations promulgated thereunder. Each of the principal executive officer and the principal financial officer of the Company (or each former principal executive officer of the Company and each former principal financial officer of the Company as applicable) and each certifying officer of the Company (or each former certifying officer of the Company and each former certifying officer of the Company as applicable) has made all certifications required by Sections 302 and 906 of the Sarbanes-Oxley Act with respect to all reports, schedules, forms, statements and other documents required to be filed by it or furnished by it to the SEC and as required to be made and filed by NI 52-109. For purposes of the preceding sentence, "principal executive officer" and "principal financial officer" shall have the meanings given to such terms in the Sarbanes-Oxley Act and "certifying officer" shall have the meanings given to such term in NI 52-109.

(eee) ***Filings.*** Since January 1, 2017, the Company has filed all documents or information required to be filed by it under Canadian Securities Laws, U.S. Securities Laws, and the rules, regulations and policies of the Exchanges, except where the failure to file such documents or information will not have a Material Adverse Effect, either individually or in the aggregate; all material change reports, annual information forms, financial statements, management proxy circulars and other documents filed by or on behalf of the Company with the Exchanges, the SEC and the Canadian Commissions, as of its date, did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and did not contain a misrepresentation at the time at which it was filed; the Company has not filed any confidential material change report or any document requesting confidential treatment with any Governmental Authority that at the date hereof remains confidential.

(fff) ***Due Diligence Matters.*** To the knowledge of the Company, all documents and information delivered and provided by or on behalf of the Company to the Underwriter as a part of its due diligence in connection with the Offering were complete and accurate in all material respects.

(ggg) ***Cybersecurity***. There has been no security breach or other compromise of or relating to any of the Company's information technology and computer systems, networks, hardware, software, data (including the data of their respective customers, employees, suppliers, vendors and any third party data maintained by or on behalf of them), equipment or technology (collectively, "**IT Systems and Data**") and (i) the Company has not been notified of, and have no knowledge of any event or condition that would reasonably be expected to result in, any security breach or other compromise to their IT

Systems and Data; (ii) the Company is presently in compliance with all applicable laws or statutes and all judgments, orders, rules and regulations of any court or arbitrator or governmental or regulatory authority, internal policies and contractual obligations relating to the privacy and security of IT Systems and Data and to the protection of such IT Systems and Data from unauthorized use, access, misappropriation or modification, except as would not, in the case of this clause (ii), individually or in the aggregate, have a Material Adverse Effect; and (iii) the Company has implemented backup and disaster recovery technology consistent with industry standards and practices.

(hhh) ***Exchange Registration.*** The Common Shares are registered pursuant to Section 12(b) of the Exchange Act and are accepted for trading on the NYSE American under the symbol "ASM" and the TSX under the symbol "ASM", and the Company has taken no action designed to terminate the registration of the Common Shares under the Exchange Act or delisting the Common Shares from either of the Exchanges, nor, except as disclosed in or included or incorporated by reference in the Canadian Prospectus, has the Company received any notification that the SEC, the Canadian Commissions or either of the Exchanges is contemplating terminating such registration or listing. Except as disclosed in or included or incorporated by reference in the Canadian Prospectus, the Company has complied in all material respects with the applicable requirements of the Exchanges for maintenance of inclusion of the Common Shares thereon. The Company has obtained, or will obtain by Closing, all necessary consents, approvals, authorizations or orders of, or filing, notification or registration with, the Exchanges, the SEC and the Canadian Commissions, where applicable, required for the listing and trading of the Offered Shares, subject only to satisfying their standard listing and maintenance requirements. The Company has no reason to believe that it will not in the foreseeable future continue to be in compliance with all such listing and maintenance requirements of each Exchange.

(iii) ***Regulation S.*** (a) The Company is, and at each Closing Date will be, a Foreign Issuer; and (b) none of the Company, any of its affiliates, or any person acting on its or their behalf (other than the Underwriter, its affiliates and any person acting on any of their behalf, as to which no representation, warranty, covenant or agreement is made) has engaged or will engage in any Directed Selling Efforts or has taken or will take any action that would cause the registration exemptions afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Shares pursuant to this Agreement. None of the Company, its affiliates or any persons acting on its or their behalf (other than the Underwriter, its affiliates and any person acting on any of their behalf, as to which no representation, warranty, covenant or agreement is made) has offered or sold, or will offer or sell, any of the Offered Shares to, or for the account or benefit of, persons in the United States or U.S. Persons. None of the Company, its affiliates or any person acting on its or their behalf (other than the Underwriter, its affiliates

and any person acting on any of their behalf, as to which no representation, warranty, covenant or agreement is made) has taken or will take any action that would cause the exclusion from the registration requirements set forth in Rule 903 of Regulation S to become unavailable with respect to the offer and sale of the Offered Shares.

In this Agreement, a reference to "knowledge" of the Company, means the knowledge of the President & Chief Executive Officer, David Wolfin, the Chief Financial Officer, Nathan Harte, the Chief Operating Officer, Carlos Rodriguez, the Corporate Secretary, Dorothy Chin, and Jasman Yee, a director and qualified person for the Avino Mine, in each case, after reasonable inquiry within the scope of such person's duties.

Any certificate signed by any officer on behalf of the Company or any of the Material Subsidiaries and delivered to the Underwriter or counsel for the Underwriter in connection with the offering of the Offered Shares shall be deemed to be a representation and warranty by the Company or Material Subsidiaries, as the case may be, as to matters covered thereby, to the Underwriter.

The Company acknowledges that the Underwriter and, for purposes of the opinions to be delivered pursuant to Section 16(1) hereof, counsel to the Company and counsel to the Underwriter will rely upon the accuracy and truthfulness of the foregoing representations and hereby consents to such reliance.

Section 10 Representations, Warranties and Covenants of the Underwriter

(1) The Underwriter hereby represents and warrants to the Company that:

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

(b) it has good and sufficient right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein.

(2) The Underwriter hereby covenants and agrees with the Company to the following:

(a) ***Compliance with Securities Laws***. The Underwriter will comply with applicable securities laws in connection with the offer and sale and distribution of the Offered Shares.

(b) ***Completion of Distribution***. The Underwriter will use its commercially reasonable efforts to complete the distribution of the Offered Shares as promptly as possible after the Closing Time, but in any event no later than seven (7) Business Days following the date of exercise of the entire Over-Allotment Option, if exercised.

Section 11 Indemnification

(1) The Company (referred to in this Section 11 as the **"Indemnifying Party"**) agrees to indemnify and save harmless the Underwriter and its affiliates and each of their respective directors, officers, partners, members, employees, shareholders and agents, and each person, if any, who controls the Underwriter within the meaning of applicable Canadian Securities Laws (each referred to in this Section 11 as an **"Indemnified Party"**) from and against all liabilities, claims, losses (other than loss of profits in connection with the distribution of the Offered Shares), actions, suits, proceedings, charges, reasonable costs, damages and reasonable expenses which an Underwriter Indemnified Party suffers or incurs or is subject to, including all amounts paid to settle actions or satisfy judgments or awards and all reasonable legal fees and expenses that may be incurred in advising with respect to investigating or defending any Claim, in any way caused by, or arising directly or indirectly from, or in consequence of:

(a) any information or statement contained in the Canadian Prospectus or any Supplementary Material related thereto, or in any certificate or other document of the Company or of any officer of the Company or any of its Material Subsidiaries delivered hereunder or pursuant hereto which contains or is alleged to contain a misrepresentation;

(b) any omission or alleged omission to state in the Canadian Prospectus, any marketing materials or any Supplementary Material related thereto, or any certificate or other document of the Company or any officer of the Company or any of the Material Subsidiaries delivered hereunder or pursuant hereto any material fact, required to be stated therein or necessary to make any statement therein not misleading in light of the circumstances under which it was made;

(c) any order made or any inquiry, investigation or proceedings commenced or threatened by any securities commission, stock exchange or other Governmental Authority based upon any actual or alleged untrue statement, omission or misrepresentation in the Canadian Prospectus, any marketing materials or any Supplementary Material or based upon any actual or alleged failure to comply with Canadian Securities Laws, preventing or restricting the trading in of the Firm Shares, the Flow-Through Shares or Additional Shares or the distribution of the Offered Shares or any other securities of the Company;

(d) the non-compliance or alleged non-compliance by the Company with any requirement of Canadian Securities Laws in any of the Qualifying Jurisdictions in connection with the transactions herein contemplated including the Company's non-compliance or alleged non-compliance with any statutory requirement to make any document available for inspection; or

(e) any breach of any representation or warranty of the Company contained herein or in any certificate or other document of the Company or of any officers of the Company or any of the Material Subsidiaries delivered

hereunder or pursuant hereto or the failure of the Company to comply with any of its obligations hereunder,

provided, however, that the foregoing indemnity (i) shall not apply to any loss, liability, claim, damage or expense to the extent arising out of any untrue statement or omission or alleged untrue statement or omission made solely in reliance upon and in conformity with written information relating to the Underwriter furnished to the Company by the Underwriter expressly for use in the Canadian Prospectus Supplement, or any such amendment or supplement thereto, and (ii) shall cease to apply if and to the extent that a court of competent jurisdiction in a final judgment from which no appeal can be made or a Governmental Authority in a final ruling from which no appeal can be made determines that any loss, liability, claim, damage or expense resulted primarily and directly from the gross negligence or willful misconduct of the Indemnified Party claiming indemnity. For greater certainty, the Company and the Underwriter agree that they do not intend that any failure by the Underwriter to conduct such reasonable investigation as necessary to provide the Underwriter with reasonable grounds for believing the applicable document contained no misrepresentation shall constitute "gross negligence" or "willful misconduct" for purposes of this Section 11 or otherwise disentitle the Underwriter from indemnification hereunder.

(2) If any matter or thing contemplated by this Section 11 (any such matter or thing being hereinafter referred to as a **"Claim"**) is asserted against an Indemnified Party, the Indemnified Party shall notify the Indemnifying Party as soon as practicable, of such Claim to the extent allowable by Applicable Law (provided, however, that failure to provide such notice shall not affect the Indemnified Party's right to indemnification hereunder, except (and only) to the extent of material prejudice (through the forfeiture of substantive rights and defenses) to the Indemnifying Party therefrom) and the Indemnifying Party shall be entitled (but not required) to assume the defence of any suit, action or proceeding brought to enforce such Claim; provided, however, that the defence shall be conducted through legal counsel acceptable to the Indemnified Party and that no admission of liability or settlement of any such Claim may be made by the Indemnifying Party or the Indemnified Party without the prior written consent of the other.

(3) In any such Claim, the Indemnified Party shall have the right to retain separate counsel to act on its behalf provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless:

(a) the Indemnifying Party fails to assume the defence of such Claim on behalf of the Indemnified Party within five (5) business days of receiving detailed notice thereof or, having assumed such defence, has failed to engage counsel promptly or who is acceptable to the Indemnified Parties, or has failed to pursue it diligently;

(b) the Indemnifying Party and the Indemnified Party shall have mutually agreed to the retention of the other counsel; or

(c) the named parties to the Claim (including any added, third parties or interpleaded parties) include the Indemnifying Party, and the Indemnifying Parties has been advised by counsel (including internal counsel) that there are legal defences available to such Indemnified Party that are different or in addition to those available to the Indemnifying Party, that representation of the Indemnified Party by counsel for the Indemnifying Party is inappropriate as a result of the potential or actual conflicting interests of those represented, or where in such Indemnified Party's reasonable judgment, the Claim gives rise to a conflict of interest between the Indemnifying Party and such Indemnified Party;

in each of cases Section 11(3)(a), Section 11(3)(b) and Section 11(3)(c), the Indemnifying Party will not have the right to assume the defence of the suit on behalf of such Indemnified Party, but the Indemnifying Party will be liable to pay the fees and expenses of separate counsel for all Indemnified Parties and, in addition, of local counsel in each applicable jurisdiction. Notwithstanding the foregoing, no settlement may be made by an Indemnified Party without the prior written consent of the Indemnifying Party, which consent will not be unreasonably withheld, conditioned or delayed.

Section 12 Contribution

(1) In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 11(1) would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Indemnified Party or enforceable otherwise than in accordance with its terms or is insufficient to hold the Indemnified Party harmless, the Indemnifying Party shall contribute to the aggregate of all claims, expenses, costs and liabilities and all losses (other than loss of profits in connection with the distribution of the Offered Shares) of the nature contemplated in this Section 12 and suffered or incurred by the Indemnified Parties in such proportions as is appropriate to reflect the relative benefits received by the Company on the one hand and the Underwriter on the other hand from the distribution of the Offered Shares as well as the relative fault of the parties in connection with the Claim or Claims which resulted in such claims, expenses, costs, damages, liabilities or losses, as well as any other equitable considerations determined by a court of competent jurisdiction; provided that: (i) the Underwriter shall not in any event be liable to contribute, in the aggregate, any amount in excess of the aggregate fee or any portion thereof actually received by the Underwriter hereunder; and (ii) no party who has been determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have engaged in any fraud, fraudulent misrepresentation, wilful misconduct or gross negligence in connection with the Claim or Claims which resulted in such claims, expenses, costs, damages, liabilities or losses shall be entitled to claim contribution from any person who has not been so determined to have engaged in such fraud, fraudulent misrepresentation or gross negligence in connection with such Claim or Claims.

(2) The rights of contribution and indemnity provided in this Section 12 shall be in addition to and not in derogation of any other right to contribution and indemnity which the Underwriter may have by statute or otherwise at law.

(3) In the event that any Company Indemnifying Party is held to be entitled to contribution from the Underwriter under the provisions of any Applicable Law, the Company Indemnifying Party shall be limited to contribution in an amount not exceeding the lesser of:

(a) the portion of the full amount of the loss or liability giving rise to such contribution for which the Underwriter is responsible, as determined above; and

(b) the amount of the aggregate fee actually received by the Underwriter from the Indemnifying Party hereunder, provided that the Underwriter shall not be required to contribute more than the fee actually received by the Underwriter.

(4) If the Underwriter has reason to believe that a claim for contribution may arise, they shall give the Indemnifying Party notice thereof in writing, but failure to notify the Indemnifying Party shall not relieve the Indemnifying Party of any obligation which it may have to the Underwriter under this Section 12, except (and only) to the extent of material prejudice (through the forfeiture of substantive rights and defenses) to the Indemnifying Party therefrom.

(5) With respect to Section 11 and this Section 12, the Company acknowledges and agrees that the Underwriter is contracting on its own behalf and as agent for its respective affiliates, directors, officers, employees and agents, and each person, if any, controlling any Underwriter or any of its subsidiaries and each shareholder of any Underwriter. Accordingly, the Company hereby constitutes the Underwriter as agent for each person who is entitled to the covenants of the Company contained in Section 11 and this Section 12 and is not a party hereto and the Underwriter agree to accept such agents and to hold in trust for and to enforce such covenants on behalf of such persons.

Section 13 Certain Covenants of the Company.

The Company further covenants and agrees with the Underwriter as follows:

(a) ***Delivery of Canadian Prospectus***. The Company shall furnish and deliver to the Underwriter, in such cities as the Underwriter may reasonably and lawfully request without charge, as soon as practicable after the filing of the Canadian Prospectus, and during the period mentioned in Section 13(c) below, as many commercial copies, or originally signed versions, of the Canadian Prospectus and any supplements and amendments thereto as CFCC may reasonably requests for the purposes contemplated by the Canadian Securities Laws. As used herein, the term "**Prospectus Delivery Period**" means such period of time after the first date of the public offering of the Offered Shares and ending on the completion of the distribution of the offering of the Offered Shares, during which time a preliminary prospectus, preliminary prospectus supplement or a prospectus relating to the Offered Shares is required by applicable Canadian Securities Laws in connection with sales of the Offered Shares by any Underwriter or dealer.

(b) ***CFCC's Review of Proposed Amendments and Supplements***. Prior to amending or supplementing the Canadian Prospectus (including any amendment or supplement through incorporation by reference of any document), the Company shall furnish to CFCC for review, a reasonable amount of time prior to the proposed time of filing or use thereof, a copy of each such proposed amendment or supplement, and the Company shall not file or use any such proposed amendment or supplement without CFCC's consent which shall not be unreasonably delayed, conditioned or withheld.

(c) ***Securities Law Compliance***. The Company will prepare the Canadian Prospectus Supplement in a form approved by CFCC and will file the Canadian Prospectus Supplement with the Principal Regulator in accordance with the Shelf Procedures as soon as practicably possible, and in any event, not later than 3:00 p.m. on July 25, 2019. After the date of this Agreement, the Company shall promptly advise CFCC in writing: (i) of the receipt of any comments of, or requests for additional or supplemental information or other communication from, any Canadian Commission with respect to the Canadian Prospectus; (ii) of any request by any Canadian Commission to amend or supplement the Canadian Prospectus or for additional information; (iii) of the issuance by the SEC or any Canadian Commission, as applicable, of any stop order suspending the effectiveness of the Canadian Prospectus or any post-effective amendment thereto or any order directed at any document incorporated by reference in the Canadian Prospectus or any amendment or supplement thereto or any order preventing or suspending the use of any marketing materials or the Canadian Prospectus or any amendment or supplement thereto, or the suspension of the qualification of the Offered Shares for sale in any jurisdiction, or of any proceedings to remove, suspend or terminate from listing or quotation the Common Shares from the TSX or NYSE American, or of the threatening or initiation of any proceedings for any of such purposes; and (iv) of the issuance by any Governmental Authority of any order having the effect of ceasing or suspending the distribution of the Offered Shares, or of the institution or, to the knowledge of the Company, threatening of any proceedings for any such purpose. If the SEC or any Canadian Commission shall enter any such stop order at any time, the Company will use best efforts to obtain the lifting of such order at the earliest possible moment.

(d) ***Amendments and Supplements to the Prospectuses and Other Securities Law Matters.*** The Company will comply with the Canadian Securities Laws so as to permit the completion of the distribution of the Offered Shares during the Prospectus Delivery Period as contemplated in this Agreement and the Canadian Prospectus. If any event shall occur or condition exist as a result of which it is necessary to amend or supplement the Canadian Prospectus so that the Canadian Prospectus does not include a misrepresentation or an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when the Canadian Prospectus is delivered to a purchaser, not misleading, or if

during the Prospectus Delivery Period in the reasonable opinion of the Company, CFCC or counsel for the Company or the Underwriter it is otherwise necessary to amend or supplement the Canadian Prospectus to comply with Canadian Securities Laws, the Company agrees (subject to Section 13(b)) to promptly prepare, file with the Canadian Commissions and furnish at its own expense to the Underwriter and to dealers, amendments or supplements to the Canadian Prospectus so that the statements in the Canadian Prospectus as so amended or supplemented will not include a misrepresentation or an untrue statement of a material fact or omit to state a material fact necessary in order to make the statements therein, in the light of the circumstances when the Canadian Prospectus is delivered to a purchaser, not be misleading or so that the Canadian Prospectus, as amended or supplemented, will comply with the Canadian Securities Laws. Neither CFCC's consent to, nor delivery of, any such amendment or supplement shall constitute a waiver of any of the Company's obligations under Section 13(b).

(e) ***Lock-Up Agreements***. The Company shall cause each of the persons listed in Schedule "D", and use its commercially reasonable efforts to cause each of the Company's other directors and officers, to execute and deliver to CFCC a lock-up agreement in the form of Schedule "E" hereto on or before the Closing Date.

(f) ***Stock Exchange Listing.*** The Company shall use its best efforts to obtain the conditional listing of the Offered Shares and the Underwriter's Warrant Shares on the TSX by the Closing Time, subject only to the official notice of issuance, and the Company will use its best efforts to have the Offered Shares and the Underwriter's Warrant Shares listed and admitted and authorized for trading on the NYSE American by the Closing Time.

(g) ***Blue Sky Compliance***. The Company shall cooperate with CFCC and counsel for the Underwriter to qualify the Offered Shares for sale under (or obtain exemptions from the application of) Canadian Securities Laws, or other foreign laws of jurisdictions designated by CFCC, shall comply with such laws and shall continue such qualifications, registrations and exemptions in effect so long as required for the distribution of the Offered Shares. The Company shall not be required to qualify as a foreign corporation or to take any action that would subject it to general service of process in any jurisdiction in which it is not presently qualified or where it would be subject to taxation as a foreign corporation (except service of process with respect to the offering and sale of the Offered Shares). The Company will advise CFCC promptly of the suspension of the qualification or registration of (or any exemption relating to) the Offered Shares for offering, sale or trading in any jurisdiction or any initiation or threat of any proceeding for any such purpose, and in the event of the issuance of any order suspending such qualification, registration or exemption, the Company shall use its best efforts to obtain the withdrawal thereof at the earliest possible moment.

(h) ***Use of Proceeds***. The Company shall apply the proceeds from the sale of the Firm Shares, the Flow-Through Shares and the Additional Shares sold by it in the manner described under the caption "*Use of Proceeds*" in the Canadian Prospectus.

(i) ***Transfer Agent***. The Company shall engage and maintain, at its expense, a registrar and transfer agent for the Firm Shares, the Flow-Through Shares and the Additional Shares.

(j) ***Earnings Statement.*** As soon as practicable, but in any event no later than 18 months after the date of this Agreement, the Company will make generally available to its security holders and to CFCC an earnings statement (which need not be audited) covering a period of at least 12 months beginning with the first fiscal quarter of the Company commencing after the date of this Agreement which shall satisfy the provisions of Section 11(a) of the Securities Act and the rules and regulations of the SEC thereunder.

(k) ***Agreement Not to Issue, Offer or Sell Additional Shares***. Except as contemplated by this Agreement, the Company will not, without the prior written consent of CFCC (not to be unreasonably withheld), directly or indirectly issue, offer, pledge, sell, contract to sell, contract to purchase, purchase any option or contract to sell, grant any option, right or warrant to purchase or otherwise transfer, lend or dispose of directly or indirectly, any Common Shares or securities or other financial instruments convertible into or having the right to acquire Common Shares or enter into any agreement or arrangement under which the Company would acquire or transfer to another, in whole or in part, any of the economic consequences of ownership of Common Shares, whether that agreement or arrangement may be settled by the delivery of Common Shares or other securities or cash, or agree to become bound to do so, or disclose to the public any intention to do so, during the period from the date hereof and ending 90 days following the Closing Date; provided that, notwithstanding the foregoing, the Company may (i) grant of options or other securities (including restricted share units and deferred share units) in the normal course pursuant to the Company's stock option plan or other stock-based compensation plans, and issue common shares in accordance with the terms thereof; and (ii) issue equity securities pursuant to the exercise or conversion, as the case may be, of any warrants, special warrants or other convertible securities of the Company outstanding on the date hereof. In addition from the date hereof and ending 90 days following the Closing Date, the Company shall not, without the prior written consent of CFCC (not to be unreasonably withheld), file a prospectus under Canadian Securities Laws or a registration statement under the Securities Act in connection with any transaction by the Company or any person that is prohibited pursuant to the foregoing, except as pursuant to the Offering and for registration statements on Form S-8 relating to employee benefit plans.

(l) ***Investment Limitation***. The Company shall not invest or otherwise use the proceeds received by the Company from its sale of the Offered Shares in such a manner as would require the Company or any of its Material Subsidiaries to register as an investment company under the Investment Company Act of 1940, as amended.

(m) ***No Stabilization or Manipulation; Compliance with Regulation M***. The Company will not take, directly or indirectly, any action designed to or that might be reasonably expected to cause or result in stabilization or manipulation of the price of the Common Shares or any other reference security, whether to facilitate the sale or resale of the Offered Shares or otherwise, and the Company will, and shall cause each of its affiliates to, comply with all applicable provisions of Regulation M. If the limitations of Rule 102 of Regulation M ("**Rule 102**") do not apply with respect to the Offered Shares or any other reference security pursuant to any exception set forth in Section (d) of Rule 102, then promptly upon notice from CFCC (or, if later, at the time stated in the notice), the Company will, and shall cause each of its affiliates to, comply with Rule 102 as though such exception were not available but the other provisions of Rule 102 (as interpreted by the SEC) did apply.

(n) ***Press Releases/Announcements***. Prior to the Closing Date, the Company shall not, without CFCC's prior written consent, which shall not be unreasonably delayed, conditioned or withheld, issue any press releases or other communications directly or indirectly and shall not hold any press conferences with respect to the Company or any Material Subsidiaries, the financial condition, results of operations, business, properties, assets, or liabilities of the Company or any Material Subsidiaries, or with respect to the offering of the Offered Shares. Notwithstanding the foregoing, nothing contained in this subsection shall prevent the Company from issuing a press release forthwith in the event that the Company's counsel advises that it is necessary in order to comply with Applicable Law or the rules or requirements of the TSX or NYSE American, or from issuing a press release or holding an analyst call in the normal course in connection with the release of financial results.

(o) ***Flow-Through Shares and Additional FT Shares.*** The Company hereby covenants with the Underwriter and the purchasers of the Flow-Through Shares (and any Additional Flow-Through Shares, if applicable) that:

(i) the Company is and will continue to be a "principal-business corporation" as defined in subsection 66(15) of the Tax Act, until such time as all of the Resource Expenses required to be renounced under the Flow-Through Share Subscription Agreements have been incurred and validly renounced pursuant to the Tax Act;

(ii) the Company will use the gross proceeds from the sale of the Flow-Through Shares (and any Additional Flow-Through Shares, if

applicable) to incur (or be deemed to incur) Resource Expenses on the Company's Bralorne Mine Property, located in British Columbia;

(iii) the expenses to be renounced by the Company to the FT Purchasers: (i) will constitute Resource Expenses on the effective date of the renunciation; (ii) will not include expenses that are (A) "Canadian exploration and development overhead expenses" (as defined in the regulations to the Tax Act for purposes of paragraph 66(12.6)(b) of the Tax Act) of the Company, (B) amounts which constitute specified expenses for seismic data described in paragraph 66(12.6)(b.l) of the Tax Act, or (C) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of "expense" in subsection 66(15) of the Tax Act; (iii) will not include any amount that has previously been renounced by the Company to the FT Purchasers or to any other person; (iv) would be deductible by the Company in computing its income for the purposes of Part I of the Tax Act but for the renunciation to the FT Purchasers; and (v) will not be subject to any reduction under subsection 66(12.73) of the Tax Act;

(iv) the Company will ensure that all expenses renounced to FT Purchasers will qualify as Flow-Through Mining Expenditures and will ensure that all Prescribed Forms properly reflect such Flow-Through Mining Expenditures;

(v) the Company will not reduce the amount renounced to the FT Purchasers pursuant to subsection 66(12.6) of the Tax Act;

(vi) the Company will not be subject to the provisions of subsection 66(12.67) or 66(12.73) of the Tax Act in a manner which impairs its ability to renounce Resource Expenses to the FT Purchasers in an amount equal to the Commitment Amount;

(vii) if the Company receives, or becomes entitled to receive, any assistance which is described in the definition of "excluded obligation" in subsection 6202.1(5) of the regulations made under the Tax Act and the receipt of or entitlement to receive such assistance has or will have the effect of reducing the amount of CEE validly renounced to the FT Purchasers under this Agreement to less than the Commitment Amount, the Company will incur additional CEE so that it may renounce Resource Expenses in an amount not less than the Commitment Amount;

(viii) if the Company does not renounce to the FT Purchasers Resource Expenses equal to the Commitment Amount in accordance with the Tax Act, the Company shall indemnify and hold harmless the FT Purchasers and each of the partners of the FT Purchasers if the FT Purchaser is a partnership or a limited partnership (for the purposes

of this paragraph each an "**Indemnified Person**") as to, and pay in settlement thereof to the Indemnified Person on or before the 20th Business Day following the date the amount is determined, an amount equal to the amount of any tax payable under the Tax Act or the laws of a province (for purposes of subparagraph (c)(i) of the definition "excluded obligation" in subsection 6202.1(5) of the regulations to the Tax Act) by any Indemnified Person as a consequence of such failure. In the event that the amount renounced by the Company to the FT Purchaser is reduced pursuant to subsection 66(12.73) of the Tax Act, the Company shall indemnify and hold harmless each Indemnified Person as to, and pay to the Indemnified Person, an amount equal to the amount of any tax payable under the Tax Act or the laws of a province (within the meaning of subparagraph (c)(ii) of the definition of "excluded obligation" at subsection 6202.1(5) of the regulations to the Tax Act) by the Indemnified Person as a consequence of such reduction. This indemnity is in addition to and not in derogation of any other recourse, rights or remedies the FT Purchasers may have against the Company. For certainty, the foregoing indemnity shall have no force or effect to the extent that such indemnity would otherwise cause the Flow-Through Shares, or any Additional FT Shares, to be "prescribed shares" within the meaning of Section 6202.1 of the regulations to the Tax Act;

(ix) the Company shall file with the CRA within the time prescribed by subsection 66(12.68) of the Tax Act, the forms prescribed for the purposes of that subsection together with a copy of the Flow-Through Share Subscription Agreement or any "selling instrument" contemplated by that subsection and shall forthwith following such filling provide to the FT Purchaser a copy of such form certified by an officer of the Company;

(x) the Company shall incur and renounce Resource Expenses pursuant to the Flow-Through Share Subscription Agreements and all other agreements with other Persons providing for the issue of Flow-Through Shares entered into by the Company on the Closing Date, and the issue of any Additional Flow-Through Shares entered into by the Company on the Option Closing Date (collectively, the "**Other Agreements**"), if applicable, before incurring and renouncing Resource Expenses pursuant to any other agreement which the Company will enter into with any Person with respect to the issue of any other securities which are "flow-through shares" as defined in subsection 66(15) of the Tax Act after the Closing Date. If the Company is required under the Tax Act or otherwise to reduce Resource Expenses previously renounced to the FT Purchasers, and unless the FT Purchasers are adversely affected and otherwise agree, the reduction shall be made pro rata by the number of Flow-Through

Shares (and any Additional Flow-Through Shares, if applicable) issued or to be issued pursuant to the Flow-Through Share Subscription Agreements and the Other Agreements only after it has first reduced to the extent possible all Resource Expenses renounced to Persons (other than the FT Purchasers and the purchasers under the Other Agreements) under any agreements relating to any other securities which are "flow-through shares" as defined in subsection 66(15) of the Tax Act entered into after the Closing Date;

(xi) the Company will maintain proper, complete and accurate accounting books and records relating to the Resource Expenses. The Company will retain all such books and records as may be required to support the renunciation of Resource Expenses contemplated by the Flow-Through Share Subscription Agreements;

(xii) the Company shall not enter into any other agreement which would prevent or restrict its ability to renounce Resource Expenses to the FT Purchasers in the amount of the Commitment Amount;

(xiii) the Company shall perform and carry out all acts and things to be completed by it as provided in the Flow-Through Share Subscription Agreement;

(xiv) if the Company amalgamates with any one or more companies, any shares issued to or held by the FT Purchaser as a replacement for the Flow-Through Shares (and any Additional Flow-Through Shares, if applicable) as a result of such amalgamation will qualify, by virtue of subsection 87(4.4) of the Tax Act, as "flow-through shares" and in particular will not be "prescribed shares" as defined in Section 6202.1 of the regulations to the Tax Act; and

(xv) the Company will not knowingly renounce any Resource Expense to any trust, corporation or partnership with which the Company has a "prohibited relationship" as defined in subsection 66(12.671) of the Tax Act.

CFCC may, in its sole discretion, waive in writing the performance by the Company of any one or more of the foregoing covenants or extend the time for their performance.

Section 14 All Terms to be Conditions

The Company agrees that the conditions contained in this Agreement will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company. Any breach or failure to comply with any of the conditions set out in this Agreement shall entitle the Underwriter to terminate its obligation to purchase the Offered Shares, by written notice to that effect given to the Company at or prior to the Closing Time or the Option Closing Time, as applicable. It is understood that the Underwriter may waive, in whole or in part, or extend the time for compliance with, any of such terms and

conditions without prejudice to the rights of the Underwriter in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Underwriter any such waiver or extension must be in writing and signed by the Underwriter.

Section 15 Termination of this Agreement.

(1) The Underwriter shall also be entitled to terminate its obligation to purchase the Offered Shares by written notice to that effect to the Company at or prior to the Closing Time or the Option Closing Time, as applicable, if:

(a) there should occur any material change (actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital or control of the Company or a change in any material fact (other than a material fact related solely to the Underwriter as provided by the Underwriter in connection with and solely for the purposes of inclusion in the Canadian Prospectus), or the Underwriter becomes aware of any undisclosed material information (other than information related solely to any of the Underwriter as provided by the Underwriter in connection with and solely for the purposes of inclusion in the Canadian Prospectus), which in the opinion of the Underwriter, acting reasonably, would be expected to have a significant adverse effect on the market price or value of the Offered Shares; or

(b) there should develop, occur or come into effect or existence, or be announced, any event, action, state, condition or major financial occurrence, catastrophe, accident, natural disaster, public protest, war or act of terrorism of national or international consequence or any new law or regulation or a change thereof or other occurrence of any nature whatsoever which, in the opinion of an Underwriter, acting reasonably, seriously adversely effects, or involves, or is expected to seriously adversely effect, or involve, financial markets in Canada or the United States generally or the business, operations, assets, liabilities (contingent or otherwise), capital or control of the Company; or

(c) there should occur or commence or be announced or threatened any inquiry, action, suit, investigation or other proceeding (whether formal or informal) or any order or ruling is issued under or pursuant to any statute of Canada or the United States or of any province or territory of Canada, or state of the United States (including, without limitation, the Commission, the Canadian Commissions, the TSX, NYSE American or the SEC) (other than any such inquiry, action, suit, investigation or other proceeding or order relating solely to the Underwriter), which in the reasonable opinion of an Underwriter would be expected to operate to prevent or materially restrict trading in or distribution of the Offered Shares or would have a significant adverse effect on the market price or value of the Offered Shares; or

(d) the Company is in breach of any term, condition or covenant of this Agreement or any representation or warranty given by the Company in this Agreement becomes false in any material respect.

(2) If this Agreement is terminated by the Underwriter pursuant to Section 15(1), there shall be no further liability on the part of the Underwriter or of the Company to the Underwriter, except in respect of any liability which may have arisen or may thereafter arise under Section 11, Section 12 and Section 17.

(3) The right of the Underwriter to terminate its obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Company in respect of any of the matters contemplated by this Agreement.

Section 16 Conditions to the Obligations of the Underwriter.

(1) The obligations of the Underwriter under this Agreement are subject to the accuracy of the representations and warranties of the Company contained in this Agreement both as of the date of this Agreement, the Closing Time and the Option Closing Time, the performance by the Company of its obligations under this Agreement and receipt by the Underwriter, at the Closing Time or Option Closing Time, as applicable, of:

(a) a favourable legal opinion, dated the Closing Date and Option Closing Date, as applicable, from Harper Grey LLP, in its capacity as the Company's Canadian counsel, as to matters of Canadian federal and provincial law (who may rely on the opinions of local counsel acceptable to them and to the Underwriter's counsel as to matters governed by the laws of any Qualifying Jurisdictions in which it is not qualified to practice), addressed to the Underwriter and the Underwriter's counsel, such matters to be as set out in the attached Schedule "C" subject to customary limitations, assumptions and qualifications;

(b) a favourable legal opinion, dated the Closing Date and Option Closing Date, as applicable, from the Company's counsel, in form and substance satisfactory to the Underwriter, regarding the Material Subsidiaries, with respect to the following: (i) the incorporation and existence of each Material Subsidiary under the laws of its jurisdiction of incorporation; (ii) as to the registered ownership of the issued and outstanding shares of each Material Subsidiary; and (iii) that each Material Subsidiary has all requisite corporate power under the laws of its jurisdiction of incorporation to carry on its business as presently carried on and own its properties;

(c) a favourable legal opinion, dated the Closing Date and Option Closing Date, as applicable, in form and substance satisfactory to the Underwriter, from local counsel to the Company in Mexico and British Columbia as to title matters in respect of the Material Properties;

(d) certificates or evidence of registration representing, in the aggregate, the Firm Shares and the Flow-Through Shares (and Additional Shares, if applicable) in

the name of CDS or its nominee or in such other name(s) as CFCC shall have directed;

(e) from Manning Elliott LLP, independent public or chartered professional accountants for the Company, (i) "long-form comfort letters" dated, respectively, the date of the Canadian Prospectus Supplement, and addressed to the Underwriter and the board of directors of the Company, in form and substance reasonably satisfactory to CFCC, containing statements and information of the type ordinarily included in accountant's "*comfort letters*" to underwriters which letters shall cover with respect to the Financial Statements, including without limitation, certain financial and accounting disclosures contained or incorporated by reference in the Canadian Prospectus and the Canadian Prospectus Supplements, and (ii) confirmation that they are independent public, certified public or chartered accountants as required by the Securities Act;

(f) on the Closing Date, a letter from Manning Elliott LLP, independent public or chartered professional accountants for the Company, dated such date, in form and substance reasonably satisfactory to CFCC, to the effect that they reaffirm the statements made in the letters furnished by them pursuant to Section 16(1)(e), except that the specified date referred to therein for the carrying out of procedures shall be no more than two (2) business days prior to the Closing Date;

(g) the payment of the Underwriting Fee and the delivery of the Underwriter's Warrants in accordance with the terms of this Agreement;

(h) evidence satisfactory to CFCC that the Offered Shares shall have been (A) listed and admitted and authorized for trading on the NYSE American, subject only to the official notice of issuance, and (B) conditionally approved for listing on the TSX;

(i) a certificate, dated the Closing Date and the Option Closing Date, as applicable, and signed on behalf of the Company, but without personal liability, by the Chief Executive Officer and by the Chief Financial Officer of the Company, or such other officers of the Company as may be reasonably acceptable to the Underwriter, certifying that: (i) the Company has complied with all covenants and satisfied all terms and conditions hereof to be complied with and satisfied by the Company at or prior to the Closing Time and the Option Closing Time, as applicable; (ii) all the representations and warranties of the Company contained herein are true and correct as of the Closing Time and the Option Closing Time, as applicable with the same force and effect as if made at and as of the Closing Time and the Option Closing Time, as applicable, after giving effect to the transactions contemplated hereby; (iii) the Company is a "reporting issuer" or its equivalent under the securities laws of each of the Qualifying Jurisdictions and eligible to use the Short Form Prospectus System under NI 44-101; (iv) there has been no material change relating to the Company and its Subsidiaries, on a

consolidated basis, since the date hereof which has not been generally disclosed, except for the offering of the Offered Shares, and with respect to which the requisite material change statement or report has not been filed and no such disclosure has been made on a confidential basis; and (v) that, to the best of the knowledge, information and belief of the persons signing such certificate, after having made reasonable inquiries, no order, ruling or determination having the effect of ceasing or suspending trading in the Common Shares or any other securities of the Company has been issued and no proceedings for such purpose are pending or are contemplated or threatened;

(j) at the Closing Time or Option Closing Time, as applicable, certificates dated the Closing Date or the Over-Allotment Option Closing Date, as applicable, signed on behalf of the Company, but without personal liability, by the Chief Executive Officer of the Company or another officer acceptable to the Underwriter, acting reasonably, in form and content satisfactory to the Underwriter, acting reasonably, with respect to the constating documents of the Company; the resolutions of the directors of the Company relevant to the Offering, including the allotment, issue (or reservation for issue) and sale of the Firm Shares, the Flow-Through Shares and Additional Shares, the grant of the Over-Allotment Option, the authorization of this Agreement, the listing of the Firm Shares, the Flow-Through and the Additional Shares on the TSX and NYSE American and transactions contemplated by this Agreement; and the incumbency and signatures of signing officers of the Company;

(k) at the Closing Time, the Company's directors and officers shall each have entered into lock-up agreements pursuant to the terms set out in this Agreement, substantially in the form attached hereto as Schedule "E";

(l) at the Closing Time or Option Closing Time, as applicable, a certificate of status (or equivalent) for the Company and each of the Material Subsidiaries dated within one (1) Business Day (or such earlier or later date as the Underwriter may accept) of the Closing Date; and

(m) such other documents as the Underwriter or counsel to the Underwriter may reasonably require; and all proceedings taken by the Company in connection with the issuance and sale of the Offered Shares shall be satisfactory in form and substance to CFCC and counsel for the Underwriter, acting reasonably.

Section 17 Expenses

The Company will pay all expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Shares and the filing of the Canadian Prospectus Supplement, marketing materials and any Supplementary Material; (ii) the fees and expenses of the Company's legal counsel; (iii) all costs incurred in connection with the preparation of documentation relating to the Offering; and (iv) all reasonable out-of-pocket expenses of the

Underwriter; and (v) all reasonable fees and disbursements of the Underwriter's legal counsel to a maximum of C$100,000, plus applicable taxes and disbursements ((iv) and (v), collectively, the "**Underwriter's Expenses**"). The Underwriter's Expenses incurred by the Underwriter, or on its behalf, shall be payable by the Company immediately upon receiving an invoice therefor from the Underwriter and shall be payable whether or not the transactions contemplated herein are completed.

Section 18 No Advisory or Fiduciary Relationship

The Company acknowledges and agrees that: (a) the purchase and sale of the Offered Shares pursuant to this Agreement, including the determination of the Offering Price of the Offered Shares and any related discounts and commissions, is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriter, on the other hand; (b) in connection with the Offering and the process leading to such transaction the Underwriter is and has been acting solely as a principal and is not the agent or fiduciary of the Company or its shareholders, creditors, employees or any other party; (c) the Underwriter has not assumed or will not assume an advisory or fiduciary responsibility in favour of the Company with respect to the Offering or the process leading thereto (irrespective of whether the Underwriter has advised or is currently advising the Company on other matters) and the Underwriter has no obligation to the Company with respect to the Offering except the obligations expressly set forth in this Agreement; (d) the Underwriter and its affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (e) the Underwriter has not provided any legal, accounting, regulatory or tax advice with respect to the Offering and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deems appropriate.

Section 19 Survival

The representations, warranties, obligations and agreements of the Company and of the Underwriter contained herein or delivered pursuant to this Agreement shall survive the purchase by the Underwriter of the Offered Shares and shall continue in full force and effect notwithstanding any subsequent disposition by the Underwriter of the Offered Shares and the Underwriter shall be entitled to rely on the representations and warranties of the Company contained in or delivered pursuant to this Agreement notwithstanding any investigation which the Underwriter may undertake or which may be undertaken on the Underwriter's behalf.

Section 20 Notices.

Any notice to be given hereunder shall be in writing and may be given by facsimile, email or by hand delivery and shall, in the case of notice to the Company, be addressed and faxed or delivered to:

Avino Silver & Gold Mines Ltd.
Suite 900, 570 Granville Street
Vancouver, BC V6C 3P1

Attention: David Wolfin
Facsimile: (604) 682-3600

Email: dwolfin@avino.com

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

Harper Grey LLP
3200 - 650 West Georgia Street
Vancouver, BC V6B 4P7

Attention: Paul Bowes
Facsimile: (604) 669-9385
Email: pbowes@harpergrey.com

and in the case of the Underwriter, addressed, faxed, emailed or delivered to:

Cantor Fitzgerald Canada Corporation
181 University Avenue, Suite 1500
Toronto, Ontario M5H 3M7

Attention: Graham Moylan
Facsimile: (416) 350-2985
Email: GMoylan@cantor.com

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

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

Attention: Ivan Grbešić
Facsimile: (416) 947-0866
Email: igrbesic@stikeman.com

The Company and the Underwriter may change their respective addresses for notice by notice given in the manner referred to above. Any such notification shall be deemed to be effective when faxed, delivered or emailed, if faxed, delivered or emailed to the recipient on a business day and before 5:00 p.m. (local time) on such business day, and otherwise shall be deemed to be given at 9:00 a.m. (local time) on the next following business day.

Section 21 Market Stabilization

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

Section 22 Entire Agreement

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

Section 23 Governing Law

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

Section 24 Time of the Essence

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

[*Remainder of page intentionally blank. Signature page follows.*]

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

Yours very truly,

CANTOR FITZGERALD CANADA CORPORATION

By: *(Signed)* "Christopher Craib"

Name: Christopher Craib

Title: President and Chief Financial Officer

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

AVINO SILVER & GOLD MINES LTD.

By: *(Signed)* "David Wolfin"

Name: David Wolfin

Title: President and Chief Executive Officer

SCHEDULE "A"
FLOW-THROUGH SHARE SUBSCRIPTION AGREEMENT

[*Please see attached*]

FLOW-THROUGH SHARE
SUBSCRIPTION AGREEMENT

THIS SUBSCRIPTION AGREEMENT dated for reference _____, 2019.

BETWEEN:

_____
(Print Name of Purchaser)

_____
(Address)

(the "Purchaser");

AND:

AVINO SILVER & GOLD MINES LTD. of Suite 900, 570 Granville Street, Vancouver, B.C., V6C 3P1

(the "Issuer").

WHEREAS the Issuer has entered into an Underwriting Agreement dated July 25, 2019 (the "**Underwriting Agreement**") with Cantor Fitzgerald Canada Corporation as underwriter (the "**Underwriter**") for the purchase and sale of approximately $2.0 million in Flow-Through Shares (as that term is defined in Appendix II) pursuant to a Short Form Base Shelf Prospectus dated December 21, 2018 and Prospectus Supplement dated July 25, 2019 (collectively, the "**Prospectus**");

AND WHEREAS the Purchaser has agreed to purchase and the Issuer has agreed to sell through the Underwriter, the number of Flow-Through Shares and at an offering price of $0.99 per share as set out in the Prospectus (the "**Offering Price**");

1. The Purchaser hereby acknowledges that upon acceptance by the Issuer, this Subscription Agreement will constitute an agreement of the Purchaser to subscribe for, take up, purchase and pay for and, on the part of the Issuer, to issue and sell to the Purchaser, the number of Flow-Through Shares set out in the attached Appendix I, on the terms and subject to the conditions set out in this Subscription Agreement of which the Appendices form a part.

2. Upon payment for the Flow-Through Shares by the Underwriter on behalf of the Purchaser, and execution of this Subscription Agreement by the Purchaser and by the Issuer, the Purchaser and the Issuer hereby irrevocably agree to be bound by the terms and conditions set forth in Appendices I, II and III to this Subscription Agreement with respect to the Flow-Through Shares.

EXECUTED by the Purchaser, this _____ day of July, 2019.

_____
Signature of Purchaser or Authorized Signatory

_____
Name and Title (Please Print)

The Issuer hereby accepts the subscription as set forth above on the terms and conditions contained in this Subscription Agreement and the Issuer represents and warrants to the Purchaser all of the representations, warranties and covenants made by the Issuer to the Underwriter in the Underwriting Agreement, save and except as may be waived by the Underwriter, and that the Purchaser is entitled to rely thereon.

ACCEPTED by the Issuer this _____ day of _____, 2019

AVINO SILVER & GOLD MINES LTD.

Per: _____

Authorized Signatory

APPENDIX I
TO THE FLOW-THROUGH SHARE SUBSCRIPTION AGREEMENT

(MUST BE COMPLETED BY THE PURCHASER)

A. **Number of Flow-Through Shares:** The total number of Flow-Through Shares subscribed for under this Subscription Agreement is as follows :

_____ Flow-Through Shares

B. **Amount of Subscription Funds:** The total subscription amount (the "Purchaser's Subscription Funds") at the Offering Price for each of the Flow-Through Shares subscribed for under this Subscription Agreement is as follows:

$ _____

C. **Name, Address, Phone No., E-mail, and Social Insurance No. ("SIN") or Business Identification No. ("BIN") of Purchaser:** The name, address and SIN/BIN of the Purchaser (for regulatory filings and renunciation purposes) are as follows:

Name: _____

Address: _____

_____

Phone: _____

E-mail: _____

SIN/BIN: _____

Contact: _____
(To be completed for Purchasers who are not individuals)

D. **Registration Instructions:** The Purchaser's Flow-Through Shares are to be registered in the name of the Canadian Depositary for Securities Limited on behalf of the Purchaser, or as otherwise directed in writing by the Underwriter prior to the Closing Date.

E. **Delivery Instructions:** The Purchaser's Flow-Through Shares are to be delivered on the Closing Date in either physical or uncertificated form as set out in the Prospectus under "*Plan of Distribution*", as directed in writing by the Underwriter prior to the Closing Date.

END OF APPENDIX I

APPENDIX II
TO THE FLOW-THROUGH SHARE SUBSCRIPTION AGREEMENT

1. **Definitions**

1.1 In this Subscription Agreement, including any appendices or schedules forming a part of this Subscription Agreement:

(a) "Applicable Securities Laws" mean the securities laws, rules, and regulations of the Qualifying Jurisdictions, in force from time to time;

(b) "Closing" means the completion of the subscription on the Closing Date;

(c) "Closing Date" has the meaning given to that term in the Prospectus;

(d) "Commissions" means all of the securities commissions or similar authorities in the Qualifying Jurisdictions;

(e) "distribution" has the meaning given to that term under Applicable Securities Laws;

(f) "Exchanges" means the Toronto Stock Exchange and the NYSE American LLC;

(g) "Flow-Through Share" means a Share subscribed for by the Purchaser under this Subscription Agreement as specified in paragraph A of Appendix I hereto;

(h) "material fact" has the meaning given to that term under Applicable Securities Laws;

(i) "Offering" means the initial public offering and sale of the Flow-Through Shares pursuant to the Prospectus and the terms and conditions of this Subscription Agreement;

(j) "Purchaser" means a person that subscribes for and purchases Flow-Through Shares under the Offering;

(k) "Purchaser's Subscription Funds" means the aggregate subscription price for the Flow-Through Shares as specified and defined in paragraph B of Appendix I hereto;

(l) "Qualifying Jurisdictions" unless otherwise expressly limited herein means all of the provinces of Canada, except Quebec;

(m) "Regulatory Authorities" means the securities regulatory authorities in the Qualifying Jurisdictions, and includes the Canada Revenue Agency;

(n) "Shares" means the common shares of the Issuer as constituted on the date hereof;

(o) "Subscription Agreement" means this subscription agreement entered into between the Purchaser and the Issuer in respect of the purchase and sale of Flow-

Through Shares, and includes all appendices and schedules attached to the Subscription Agreement as it may be amended or supplemented from time to time;

(p) "Underwriter" means Cantor Fitzgerald Canada Corporation, or one of its sub-Underwriters; and

(q) "Underwriting Agreement" means the agreement between the Issuer and the Underwriter for the appointment of the Underwriter as the exclusive Underwriter of the Issuer in connection with the Offering.

2. Subscription Procedure

2.1 On or before the Closing Date, the Underwriter on behalf of the Purchaser will deliver a certified cheque, bank draft, money order or wire transfer of immediately available funds and/or through the facilities of the Canadian Depository for Securities Limited ("CDS") payable to the Issuer in an amount equal to the Purchaser's Subscription Funds.

2.2 On the Closing Date, the Issuer will issue and sell the Flow-Through Shares to the Purchaser as directed in writing by the Underwriter, and cause to be issued and delivered definitive certificates representing the Flow-Through Shares registered in the name of CDS for the Purchaser, or evidence of electronic or book-entry issuance thereof.

2.3 The Issuer will be deemed to have accepted this offer upon the delivery at the Closing of certificates representing the Flow-Through Shares referred to in section 2.2.

2.4 The Purchaser will, promptly upon request by the Issuer, provide the Issuer with any additional information concerning the Purchasers and execute and deliver to the Issuer additional certificates, questionnaires and other documents as the Issuer may reasonably request in connection with the issue and sale of the Flow-Through Shares. The Purchaser acknowledges and agrees that such certificates, questionnaires and other documents, when executed and delivered, will form part of and will be incorporated into this Subscription Agreement with the same effect as if each constituted a representation and warranty or covenant of the Purchaser hereunder in favour of the Issuer. The Purchaser consents to the filing of such certificates, questionnaires and other documents as may be required to be filed with the Exchanges or any Regulatory Authority in connection with the transactions contemplated under the Subscription Agreement.

3. Terms of Offering

3.1 The Flow-Through Shares will constitute flow-through shares for Canadian tax purposes and, as such, are subject to the additional terms set forth in Appendix III hereto. The Issuer will deposit the Purchaser's Subscription Funds into a special bank account, separate from the Issuer's general account, called the "Exploration Account", as set out in Appendix III.

4. Representations, Warranties and Covenants of the Purchaser

4.1 By executing this Subscription Agreement, the Purchaser represents, warrants and covenants to the Issuer that:

(a) the Purchaser is resident in the jurisdiction specified in paragraph C of Appendix I to this Subscription Agreement, and is purchasing as principal and not on behalf of, or for the account or benefit of, any third party;

(b) the Purchaser's Flow-Through Shares are not being purchased as a result of any material information concerning the Issuer that has not been publicly disclosed and the Purchaser's decision to purchase the Purchaser's Flow-Through Shares has been made solely upon the Prospectus and other publicly available information relating to the Issuer, and the Purchaser has not relied upon any verbal or written representation as to fact or otherwise (including that any person will resell or repurchase or refund the purchase price of the Purchaser's Flow-Through Shares other than in accordance with their terms, or as to the future price or value of the Flow-Through Shares) made by or on behalf of the Issuer, the Underwriter, or any other person;

(c) the Purchaser is not a "U.S. Person" (as defined under Regulation S made under the *United States Securities Act of 1933 ("Securities Act")*, which definition includes an individual resident in the United States and an estate or trust of which any executor or administrator or trustee, respectively, is a U.S. Person), and the Purchaser understands and acknowledges that none of the Flow-Through Shares have been nor will be registered under the *Securities Act*, and, subject to certain exceptions, that none of the Flow-Through Shares may be offered or sold within the United States unless the Flow-Through Shares are registered under the Securities Act or an exemption from the registration requirements of the Securities Act is available;

(d) the Purchaser has the necessary power and legal capacity to enter into this Subscription Agreement, and if the Purchaser is a corporation, the Purchaser is a valid and subsisting corporation, has the necessary corporate capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has taken all necessary corporate action in respect thereof, or, if the Purchaser is a partnership, syndicate, trust or other form of unincorporated organization, the Purchaser has the necessary legal capacity and authority to execute and deliver this Subscription Agreement and to observe and perform its covenants and obligations hereunder and has obtained all necessary approvals in respect thereof; and

(e) upon the Purchaser executing and delivering this Subscription Agreement, this Subscription Agreement will constitute a legal, valid and binding contract of the Purchaser enforceable against the Purchaser in accordance with its terms and neither the agreement resulting from such acceptance nor the completion of the transactions contemplated hereby conflicts with, or will conflict with, or results, or will result, in a breach or violation of any law applicable to the Purchaser, or any agreement to which the Purchaser is a party or by which the Purchaser is bound, and if the Purchaser is a corporation, any constating documents of the Purchaser.

4.2 The foregoing representations and warranties are made by the Purchaser with the intent that they may be relied upon in determining each Purchaser's eligibility to acquire the Flow-Through Shares. Unless the Purchaser has otherwise advised the Issuer in writing, the

representations and warranties of the Purchaser contained in this Subscription Agreement shall be true at the time of Closing as though they were made at the time of Closing and shall survive the completion of the transactions contemplated under this Subscription Agreement for a period of one year from the Closing Date.

5. Representations and Warranties of the Issuer

5.1 The Issuer has made certain representations and warranties to the Underwriter pursuant to the Underwriting Agreement and acknowledges that the Purchaser is relying on these representations and warranties in entering into this Subscription Agreement, and that the representations, and warranties made by the Issuer to the Underwriter in the Underwriting Agreement, save and except as may be waived by the Underwriter, are hereby made as well to the Purchaser and may be relied upon by the Purchaser.

6. Covenants of the Issuer

6.1 The Issuer will:

(a) offer and sell to the Purchaser through the Underwriter, and issue and deliver the Flow-Through Shares pursuant to the Prospectus and otherwise fulfil all legal requirements required to be fulfilled by the Issuer (including without limitation, compliance with all Applicable Securities Laws of the Qualifying Jurisdictions) in connection with the Offering;

(b) use its commercially reasonable best efforts to maintain its listing of its Shares on the Exchanges for a period of one year from the Closing Date;

(c) within the required time, file with the Exchanges any documents, reports and information, in the required form, required to be filed in connection with the Offering, together with any applicable filing fees;

(d) from and including the date of this Subscription Agreement through to and including the time of Closing, do all such acts and things necessary to ensure that all of the representations and warranties of the Issuer contained in this Subscription Agreement or any certificates or documents delivered by it pursuant thereto remain true and correct in all material respects; and

(e) from and including the date of this Subscription Agreement through to and including the time of Closing, not do any such act or thing that would render any representation or warranty of the Issuer contained in this Subscription Agreement or any certificates or documents delivered by it pursuant thereto materially untrue or materially incorrect.

7. Regulatory Approval and Closing

7.1 Notwithstanding any other term of this Subscription Agreement or the Underwriting Agreement, the completion of this Offering is subject to (collectively referred to as the "**Closing Conditions**"):

(a) the prior conditional acceptance of the Exchanges of the Offering, on conditions satisfactory to the Issuer, and the conditional acceptance for listing of the Flow-Through Shares on the Exchanges (the "**Regulatory Approvals**");

(b) the representations and warranties made by the Purchaser herein shall be true and correct in all material respects when made and shall be true and correct in all material respects on Closing; and

(c) the covenants, agreements and conditions to be performed by the Purchaser hereunder on or before Closing shall have been performed or complied with in all material respects.

In the event that the Closing Conditions cannot be satisfied or the Offering is otherwise terminated pursuant to the Underwriting Agreement, the Purchaser's Subscription Funds will be returned to the Purchaser by the Underwriter without interest or deduction and this Subscription Agreement will be of no further force and effect.

8. General

8.1 For the purposes of this Subscription Agreement, time is of the essence.

8.2 This offer is made for valuable consideration and may not be withdrawn, cancelled, terminated or revoked.

8.3 The Underwriting Agreement and this Subscription Agreement contain the entire agreement between the parties with respect to the Flow-Through Shares, and there are no other terms, conditions, representations or warranties whether expressed, implied, oral or written, by statute, by common law, by the Issuer or by anyone else.

8.4 Neither this Subscription Agreement nor any provision hereof shall be modified, changed, discharged or terminated except by an instrument in writing signed by the party against whom any waiver, change, discharge or termination is sought.

8.5 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as may either before or after the execution of this Subscription Agreement be reasonably required to carry out the full intent and meaning of this Subscription Agreement.

8.6 Unless otherwise indicated, all dollar amounts referred to in this Subscription Agreement are in lawful money of Canada.

8.7 This Subscription Agreement shall be subject to, governed by and construed in accordance with the laws of Ontario.

8.8 This Subscription Agreement may not be assigned by any party hereto.

8.9 The Issuer shall be entitled to rely on delivery of a facsimile or e-mail copy of this Subscription Agreement, and acceptance by the Issuer of a facsimile or e-mail copy of this Subscription Agreement shall create a legal, valid and binding agreement between the Purchaser and the Issuer in accordance with its terms.

8.10 This Subscription Agreement may be signed by the parties in as many counterparts as may be deemed necessary, each of which so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

8.11 By subscribing for Flow-Through Shares, the Purchaser has irrevocably authorized the Underwriter: (a) to act as its representative at the closing and to execute in its name and on its behalf all closing receipts and documents required; (b) to complete or correct any errors or omissions in any form or document provided by the Purchaser; (c) to receive on its behalf certificates representing the Flow-Through Shares purchased under this Subscription Agreement; (d) to approve any opinions, certificates or other documents addressed to the Purchaser; (e) to waive, in whole or in part, any representations, warranties, covenants or conditions for the benefit of the Purchaser and contained in the Underwriting Agreement; and (f) to exercise any rights of termination contained in the Underwriting Agreement.

8.12 This Subscription Agreement requires the Purchaser to provide certain personal information concerning the Purchaser to the Issuer. Such information is being collected by the Issuer for the purposes of completing the Offering, which includes, without limitation, determining the Purchaser's eligibility to purchase the Flow-Through Shares under applicable securities legislation, preparing and registering certificates representing the Flow-Through Shares to be issued to the Purchaser, and completing filings required by any stock exchange on which the Issuer's securities are listed or by any applicable Regulatory Authority having jurisdiction. The Purchaser's personal information will be delivered by the Issuer to and is being collected indirectly by: (a) stock exchanges on which the Issuer's securities are listed for the purposes of conducting background checks, verifying the personal information provided, conducting enforcement proceedings, or performing other investigations as required by or to ensure compliance with all applicable rules and policies of such exchanges; (b) securities and tax Regulatory Authorities having jurisdiction over the Issuer for the purposes of the administration and enforcement of applicable securities and tax legislation; (c) the Issuer's registrar and transfer agent for the purposes of the issuance of the securities and maintenance and administration of the central register of shareholders of the Issuer; and (d) any of the other parties involved in the Offering for the purposes of completing the transaction. By executing this Subscription Agreement, the Purchaser is deemed to be consenting to the foregoing collection, use and disclosure of the Purchaser's personal information. The Purchaser also consents to the Issuer's filing of copies or originals of any of the Purchaser's documents described in this Agreement as may be required to be filed with any stock exchange or securities regulatory authority in connection with the transactions contemplated hereby. If the Purchaser is a resident of Ontario, for questions about the collection of personal information by the Ontario Securities Commission, please contact the Administrative Assistant to the Director of Corporate Finance, Suite 1903, Box 55, 20 Queen Street West, Toronto, Ontario, M5H 3S8, ph: (416) 593-8086.

8.13 The Purchaser confirms that the funds representing the Purchaser's Subscription Funds which will be advanced to the Issuer hereunder will not represent proceeds of crime for the purposes of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) ("**PCA**"), and the Purchaser acknowledges that the Issuer may in the future be required by law to disclose the Purchaser's name and other information relating to this Subscription Agreement and the Purchaser's subscription hereunder, on a confidential basis, pursuant to the PCA. To the best of the Purchaser's knowledge (i) the Purchaser's Subscription Funds: (A) have not been nor will be derived from or related to any activity that is deemed criminal under the laws of Canada, the United States of America, or any other jurisdiction, and (B) are not being tendered on behalf of a person or entity who has not been identified to the Issuer; and (ii) the Purchaser will promptly notify the Issuer if the Purchaser discovers that any of such

representations ceases to be true, and will provide the Issuer with appropriate information in connection therewith.

END OF APPENDIX II

APPENDIX III
TO THE FLOW-THROUGH SHARE SUBSCRIPTION AGREEMENT

TERMS AND CONDITIONS GOVERNING FLOW-THROUGH SHARES

WHEREAS:

A. Avino Silver & Gold Mines Ltd. (the "Issuer") is listed on the Exchanges and is subject to the regulatory jurisdiction of the Exchanges and the Commissions;

B. The Issuer has certain interests in natural resource properties situated in the province of British Columbia, Canada (collectively, the "Property");

C. The Issuer is a "principal-business corporation" as that phrase is defined in subsection 66(15) of the *Income Tax Act* of Canada (the "ITA");

D. It is the intention of the Issuer, either alone or in conjunction with others, to carry out or participate in an exploration program on the Property for the purpose of determining the existence, location, extent and grade of any mineral resources located thereon (the "Exploration Program");

E. The expenses incurred in performing the Exploration Program will qualify as Resource Expenses (as defined below), all of which will qualify as Qualifying Expenses (as defined below);

F. Certain persons (individually, the "Purchaser") have agreed to fund, in part, the Exploration Program by purchasing the Flow-Through Shares in accordance with the terms of this Subscription Agreement; and

G. The Issuer has agreed to apply the Flow-Through Funds to carry out the Exploration Program and to renounce the Resource Expenses associated therewith, all of which will qualify as Qualifying Expenses, to the Purchaser in accordance with the terms of this Appendix.

1. DEFINITIONS

In this Appendix, the following words have the following meanings unless otherwise indicated:

(a) "Appendix" means this Appendix III;

(b) "CEDOE" means "Canadian exploration and development overhead expenses" as prescribed pursuant to the ITA;

(c) "CEE" means Canadian exploration expense described in paragraph (f) of the definition of "Canadian exploration expense" in subsection 66.1(6) of the ITA, excluding amounts which are (i) prescribed to constitute CEDOE under the ITA, (ii) expenditures described in paragraph 66(12.6)(b.1) of the ITA,

(iii) assistance described in paragraph 66(12.6)(a) of the ITA, or (iv) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of "expense" in subsection 66(15) of the ITA;

(d) "Closing" means the completion of the sale and purchase of the Flow-Through Shares;

(e) "Closing Year" means the calendar year in which the Closing takes place;

(f) "Commissions" means the British Columbia Securities Commission and the Alberta Securities Commission;

(g) "CRA" means the Canada Revenue Agency;

(h) "Exploration Account" has the meaning set out in the provisions under the heading FLOW-THROUGH FUNDS below;

(i) "Exploration Program" has the meaning set forth in recital D above;

(j) "Flow-Through Funds" means the aggregate gross subscription proceeds paid by the Purchaser for the Flow-Through Shares purchased by the Purchaser;

(k) "Flow-Through Shares" means the previously unissued common shares of the Issuer that constitute "flow-through shares" as defined in subsection 66(15) of the ITA and having the special "flow-through" features described in this Appendix;

(l) "FTME" means "flow-through mining expenditures" as defined in subsection 127(9) of the ITA for the purposes of the investment tax credit under subsection 127(5) of the ITA (the "FTME Tax Credit") to the extent that such expenses are incurred (or deemed to be incurred) on or after the date of this Subscription Agreement and before the last day of any period of time which may be allowed by the Canadian income tax authorities as the period on or before which the Issuer may incur such expenditures so as to allow a Purchaser who is an individual to claim a FTME Tax Credit;

(m) "ITA" has the meaning set forth in recital C above;

(n) "Property" has the meaning set forth in recital B above;

(o) "Purchaser" has the meaning set forth in recital F above;

(p) "Qualifying Expenses" means Resource Expenses (i) that qualify as FTME, and (ii) that qualify as "BC flow-through mining expenditures" within the meaning of subsection 4.721(1) of the *Income Tax Act* (British Columbia) for Purchasers who are residents of British Columbia; and

(q) "Resource Expenses" means expenses, each of which is CEE and which are incurred on or after the Closing Date and on or before December 31, 2020 which may, provided that the Purchaser (and if the Purchaser is a partnership, each partner thereof) deals with the Issuer on an arm's length basis for purposes of the Tax Act at all relevant times, be renounced by the Issuer pursuant to subsections 66(12.6) and 66(12.66) of the Tax Act with an effective date not later than December 31, 2019.

2. FLOW-THROUGH FUNDS

Following receipt by the Issuer of the Flow-Through Funds from the Purchaser and on acceptance of this Subscription Agreement by the Issuer, the Issuer will:

(a) deposit the Flow-Through Funds in a bank account (the "Exploration Account") established by the Issuer for the purpose of financing the Exploration Program;

(b) issue to the Purchaser the number of Flow-Through Shares subscribed and paid for by the Purchaser; and

(c) renounce to the Purchaser the Resource Expenses incurred or to be incurred, as more particularly specified below.

3. ADDITIONAL PURCHASERS TO PARTICIPATE IN THE PROGRAM

The Purchaser acknowledges that the Issuer has entered into and will be entering into agreements similar to the Subscription Agreement with other persons in respect of Flow-Through Shares. Such agreements will be made and be dated for reference the same date as the Subscription Agreement. Any Flow-Through Funds paid to the Issuer pursuant to the terms of such agreements will also be deposited in the Exploration Account. If the Issuer, however, sells rights to acquire, or issues, "flow-through" common shares pursuant to Offerings or pursuant to other public offerings, any subscription funds received from such Offerings or public offerings will be deposited into a bank account separate from the Exploration Account and will not be commingled with the funds deposited in the Exploration Account, it being the intention of the Issuer that a separate subscriber's Exploration Account be established for each such Offering or public offering. The Issuer will treat all subscribers in all respects the same, but will expend each subscriber's Exploration Account in the order of:

(a) the reference date of any Offering "flow-through" subscription agreements entered into for such Offerings; and

(b) the date of closing of such public offerings,

such that the subscription funds from the oldest "flow-through" financing will always be spent first and renunciation made in respect of such expenditures before any renunciations are made in respect of any Resource Expenses that are financed from subsequent "flow-through" financings.

4. APPLICATION OF EXPLORATION ACCOUNT

Subject to the Issuer's right to revise the Exploration Program as provided in the provisions under the heading REVISION OF EXPLORATION PROGRAM below, the Issuer will apply the Flow-Through Funds deposited in the Exploration Account exclusively for the purpose of performing the Exploration Program and the Issuer will only apply such funds to incur expenditures which are Resource Expenses and all of which will qualify as Qualifying Expenses.

5. ACCRUED INTEREST ON EXPLORATION ACCOUNT

The Purchaser acknowledges that any interest accruing on Flow-Through Funds in the Exploration Account will accrue to the sole benefit of the Issuer and may be applied by the Issuer for general corporate purposes**.**

6. SCHEDULE FOR INCURRING QUALIFYING EXPENSES

6.1 The Issuer will expend as much of the Flow-Through Funds in the Exploration Account as is commercially reasonable between the date the Subscription Agreement is entered into and December 31 of the Closing Year.

6.2 The Issuer will expend any and all of the remaining Flow-Through Funds in the Exploration Account on or before December 31 of the year after the Closing Year.

6.3 The Issuer will expend the Flow-Through Funds on Resource Expenses, all of which will qualify as Qualifying Expenses..

7. ISSUER TO RENOUNCE RESOURCE EXPENSES IN FAVOUR OF PURCHASER

7.1 The Issuer will, within the times set out below and in accordance with the provisions of subsections 66(12.6) and 66(12.66) of the ITA, take all necessary steps to renounce in favour of the Purchaser, Resource Expenses in an amount equal to the Flow-Through Funds with an effective date of no later than December 31, 2019, all of which will qualify as Qualifying Expenses.

7.2 The Issuer will deliver to the Purchaser, on or before March 1, 2020, statements setting forth the aggregate amount of Resource Expenses renounced to the Purchaser in an amount equal to the Flow-Through Funds and with an effective date of no later than December 31, 2019.

7.3 The aggregate Resource Expenses renounced to the Purchaser will not be less than nor exceed the Flow-Through Funds.

7.4 The Purchaser acknowledges that if the Issuer renounces Resource Expenses which the Issuer plans to incur in 2020 and does not incur all or part of the Resource Expenses which it planned to incur during the period specified therein, the Issuer will be required to reduce the amount of Resource Expenses renounced pursuant to paragraph 7.1 above and, as a result, the Purchaser:

(a) may be subject to increased income tax liabilities for the year in respect of which the excess renunciation was made; and

(b) may be required to file appropriate amendments to the Purchaser's income tax return for that and other years.

8. ISSUER TO FILE PRESCRIBED FORM IN RESPECT OF RENUNCIATIONS WITH THE CANADA REVENUE AGENCY

The Issuer will file, in respect of each renunciation made pursuant to this Subscription Agreement, before the last day of the month following the date of making such renunciation, such information returns with the CRA (and any provincial tax authority as required) as are prescribed by subsection 66(12.7) of the ITA (and any corresponding provincial legislative provisions) and will send concurrently a copy of such information returns to the Purchaser, provided that no such statements in respect of renunciation may be delivered later than March 1, 2020.

9. ISSUER TO FILE COPY OF SUBSCRIPTION AGREEMENT WITH CANADA REVENUE AGENCY

The Issuer will file, together with a copy of the Subscription Agreement, the prescribed form referred to in subsection 66(12.68) of the ITA with the CRA on or before the last day of the month following the earlier of:

(a) the month in which the Issuer's acceptance under the provisions under the heading ISSUER'S ACCEPTANCE below occurs; and

(b) the month in which any other selling instrument is first delivered to a potential investor.

10. ISSUER TO FILE PART XII.6 RETURN WITH THE CANADA REVENUE AGENCY

The Issuer will file with the CRA, before March of the year following a particular year, any return required to be filed under Part XII.6 of the ITA in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis. Any amounts paid in respect of such tax amount will not be paid from the Exploration Account.

11. ISSUER TO FILE PRESCRIBED FORM WITH THE CANADA REVENUE AGENCY IN RESPECT OF EXCESS

Where an amount that the Issuer has purported to renounce to the Purchaser effective December 31 of the Closing Year pursuant to the first section under the heading ISSUER TO RENOUNCE RESOURCE EXPENSES IN FAVOUR OF PURCHASER exceeds the amount that it can renounce on that effective date because it did not actually incur Resource Expenses within the period of time specified in that paragraph, and at the end of the year following the Closing Year the Issuer knew or ought to have known of all or part of such excess renunciation, the Issuer will file a statement with the CRA in prescribed form before March of the second year following the

Closing Year, all as required by subsection 66(12.73) of the ITA. A copy of such statement will be sent concurrently to the Purchaser.

12. WARRANTIES

12.1 The Purchaser acknowledges, represents, warrants and covenants to and with the Issuer that, as at the date hereof and at the Closing:

(a) the Purchaser is at arm's length (as that term is used in the ITA) with the Issuer and the Purchaser acknowledges that if at any time during the year following the Closing Year, the Purchaser is not at arm's length with the Issuer and the Issuer renounces Resource Expenses it incurs or plans to incur in the year after the Closing Year, notwithstanding the provisions of those paragraphs, the renunciation will not be effective December 31 of the Closing Year; and

(b) if:

(i) the Issuer has not accepted the subscription by the Purchaser for the Flow-Through Shares pursuant to the provisions under the heading ISSUER'S ACCEPTANCE below, or

(ii) the Purchaser has not paid in money the Flow-Through Funds to the Issuer;

on or before December 31, 2019, the Purchaser will not be entitled to have any Resource Expenses which are incurred after December 31, 2019 renounced to the Purchaser effective December 31, 2019, pursuant to the first section under the heading ISSUER TO RENOUNCE RESOURCE EXPENSES IN FAVOUR OF PURCHASER above,

and the Purchaser agrees that the above acknowledgements, representations, warranties and covenants in this subsection will be true and correct both as of the Purchaser's execution of the Subscription Agreement and as of the Closing.

12.2 The Issuer represents, warrants and covenants that, as of the date hereof and at the Closing:

(a) the Issuer has been duly incorporated and organized and is a valid and subsisting company under the laws of the Province of British Columbia, and is qualified to carry on business in the Province of British Columbia, and in any other jurisdiction wherein the carrying out of the activities contemplated hereby make such qualification necessary;

(b) the Issuer has the full corporate right, power, and authority to execute and deliver this Subscription Agreement;

(c) the Issuer has the full corporate right, power, and authority to issue the Flow-Through Shares to the Purchaser and to renounce to the Purchaser Resource Expenses in an amount equal to the Flow-Through Funds;

(d) this Subscription Agreement constitutes a binding obligation of the Issuer enforceable in accordance with its terms;

(e) the execution and deliver of, and performance of the terms of this Subscription Agreement by the Issuer, including the issuance of the Flow-Through Shares and the renunciation of Resource Expenses to the Purchasers, does not and will not constitute a breach of, or a default under, the constating documents of the Issuer or any agreement, contract or indenture to which the Issuer is a party or by which it is bound;

(f) the Issuer is, and at all material times will remain, a "principal-business corporation" within the meaning prescribed by subsection 66(15) of the ITA;

(g) the Flow-Through Shares will qualify as "flow-through shares" as defined in subsection 66(15) of the ITA and in particular will not be "prescribed shares" as defined in section 6202.1 of the regulations to the ITA;

(h) the Resource Expenses would be deductible by the Issuer in computing its income for the purposes of Part I of the ITA but for the renunciation thereof to the Purchaser;

(i) if the Issuer amalgamates or otherwise merges with any one or more companies, any shares issued to or held by the Purchaser as a replacement for Flow-Through Shares as a result of such amalgamation or merger will qualify, whether by virtue of subsection 87(4.4) of the ITA or otherwise, as "flow-through" shares as described in subsection 66(15) of the ITA and in particular will not be prescribed shares as defined in section 6202.1 of the regulations to the ITA;

(j) if the Issuer receives, or becomes entitled to receive, any government assistance which has or will have the effect of reducing the Resource Expenses available to be validly renounced by the Issuer to the Purchaser, the Issuer shall incur additional Resource Expenses with other funds so that it renounces to the Purchaser, Resource Expenses in an amount no less than the Flow-Through Funds with an effective date of December 31, 2019;

(k) the Issuer will not be subject to the provisions of subsection 66(12.67) of the ITA in a manner which impairs its ability to renounce Resource Expenses to the Purchaser in an amount equal to the Flow-Through Funds; and

(l) the Issuer will incur, on or before December 31, 2020, expenses which are Resource Expenses in an amount which equals the gross proceeds derived from the sale of the Flow-Through Shares to the Purchaser, all of which will qualify as Qualifying Expenses, renounce such Resource Expenses to the

Purchaser and otherwise comply with its obligations as set forth in this Appendix,

and the Issuer agrees that the above representations, warranties and covenants in this subsection will be true and correct both as of the Issuer's execution of the Subscription Agreement and as of the Closing.

13. NO RENUNCIATION TO THIRD PARTIES, AND ALLOCATION OF RENOUNCED AMOUNTS

The Issuer will not renounce any Resource Expenses in respect of its Exploration Program in favour of any person other than the Purchaser and the other purchasers who purchase Flow-Through Shares. For the purpose of determining the extent to which the Flow-Through Funds received by the Issuer from the Purchaser have been the subject of renunciation under the ITA, the total amount expended from the Exploration Account on Resource Expenses will be allocated among the Purchaser and the other purchasers who purchase Flow-Through Shares, on a basis *pro rata* to the relative amounts of their respective contributions of Flow-Through Funds, and as set forth in the information returns required by subsection 66(12.7) of the ITA.

14. ISSUER NOT TO CLAIM A DEDUCTION IN RESPECT OF THE RESOURCE EXPENSES

The Issuer acknowledges that, as a result of the renunciation of the Resource Expenses, it has no right to claim any deduction for such Resource Expenses or depletion of any sort in respect of the Resource Expenses and covenants not to claim any such deduction when preparing its tax returns from time to time, or enter into any transaction which would otherwise reduce the cumulative CEE to an extent which would preclude the renunciation by the Issuer of Resource Expenses equal to the Flow-Through Funds.

15. ISSUER TO ACCOUNT TO PURCHASER

The Issuer will maintain proper accounting books and records relating to the Resource Expenses and the Qualifying Expenses, and upon reasonable notice, will make such accounting books and records available for inspection and audit by or on behalf of the Purchaser. On the completion of the Exploration Program, the Issuer will account to the Purchaser in respect of the application of the Flow-Through Funds.

16. NO DISSEMINATION OF CONFIDENTIAL INFORMATION

The Issuer will be entitled to hold confidential all exploration information relating to any program on which any portion of the Flow-Through Funds is expended pursuant to this Subscription Agreement and it will not be obligated to make such information available to the Purchaser except in the manner and at such time as it makes any such information available to its shareholders or to the public pursuant to the rules and policies of the Exchanges or laws, regulations or policies of any Province.

17. REVISION OF EXPLORATION PROGRAM

While it is the present intention of the Issuer to undertake the Exploration Program, it is the nature of mineral resource exploration that data and information acquired during the conduct of a resource exploration and development program may alter the initially proposed Exploration Program and the Issuer expressly reserves the right to alter the Exploration Program on the advice of its technical staff or consultants and further reserves the right to substitute other exploration programs on which to expend part of the Flow-Through Funds, provided such programs entail the incurrence of Resource Expenses, are otherwise capable of renunciation by the Issuer to the Purchaser pursuant to this Subscription Agreement, and all of such Resource Expenses will qualify as Qualifying Expenses.

18. INDEMNITY BY ISSUER

The Issuer will indemnify the Purchaser against any loss or damages incurred by the Purchaser in an amount up to but not exceeding any amount of increased tax payable by the Purchaser under the ITA or the laws of a province, within 20 business days of the determination of the such tax payable by the Purchaser, as a consequence of the failure of the Issuer to renounce Resource Expenses to the Purchaser in an amount equal to the Flow-Through Funds (all of which will qualify as Qualifying Expenses), within the time and otherwise as required by the ITA, or as a consequence of a reduction, pursuant to subsection 66(12.73) of the ITA, by the tax authorities of an amount purported to be renounced to the Purchaser in respect of the Flow-Through Shares; provided that, for greater certainty, the foregoing indemnity shall have no force and effect and the Purchaser shall not have any recourse or rights of action to the extent that such indemnity, recourse or rights of action would otherwise cause the Flow-Through Shares to be "prescribed shares" within the meaning of section 6202.1 of the Regulations to the ITA.

19. OTHER SALES

The Purchaser acknowledges that there may be other sales of flow-through shares, some or all of which may occur after the acquisition of Flow-Through Shares by the Purchaser. The Purchaser further acknowledges that there is a risk that insufficient funds may be raised from the sale of Flow-Through Shares to fund the Issuer's objectives described herein, and that it is possible that no Flow-Through Shares may be purchased after the Purchaser has done so.

20. ISSUER'S ACCEPTANCE

The Subscription Agreement, when executed by the Purchaser and delivered to the Issuer, will constitute a subscription for the Flow-Through Shares which will not be binding on the Issuer until accepted by the Issuer by executing this Subscription Agreement in the space provided on the first page of the Subscription Agreement and, notwithstanding the reference date on that page, if the Issuer accepts the subscription by the Purchaser, the Subscription Agreement will be entered into on the date of such execution by the Issuer.

END OF APPENDIX III

SCHEDULE "B"
MATERIAL SUBSIDIARIES

Name	Jurisdiction	Ownership
Oniva Silver and Gold Mines S.A. de C.V.	Mexico	100%
Nueva Vizcaya Mining, S.A. de C.V.	Mexico	100%
Promotora Avino, S.A. de C.V.	Mexico	79.09%
Compañía Minera Mexicana de Avino, S.A. de C.V.	Mexico	98.45% direct 1.22% indirect (Promotora) 99.67% effective
Bralorne Gold Mines Ltd.	British Columbia	100%

SCHEDULE "C"
MATTERS TO BE ADDRESSED IN THE COMPANY'S
CANADIAN COUNSEL OPINION

1. The Company is a "reporting issuer", or its equivalent, in each of the Qualifying Jurisdictions and it is not listed as in default of any requirement of the Canadian Securities Laws in any of the Qualifying Jurisdictions.

2. The Company is a corporation continued into and validly existing under the *Business Corporations Act* (British Columbia).

3. The Company has all necessary corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets and the Company has the requisite corporate power and capacity to execute and deliver this Agreement and to carry out the transactions contemplated hereby.

4. The Company has all necessary corporate power and capacity: (i) to issue and sell the Firm Shares, the Flow-Through Shares, and the Additional Shares; (ii) to grant the Over-Allotment Option; and (iii) to issue the Underwriter's Warrants.

5. The authorized and issued capital of the Company.

6. The attributes attaching to the Offered Shares are consistent and conform with the description under "Description of Securities Being Distributed" in the Canadian Prospectus Supplement.

7. All necessary corporate action having been taken by Company to authorize the execution and delivery of this Agreement and the Underwriter's Warrant Certificates and the performance by the Company of its obligations hereunder and thereunder and to authorize the issuance, sale and delivery of the Firm Shares, the Flow-Through Shares, and the Additional Shares, the grant of the Over-Allotment Option, and the issuance of the Underwriter's Warrants and the Underwriter's Warrant Shares issuable on the due exercise of the Underwriter's Warrants.

8. The Offered Shares have been and, upon exercise of the Over-Allotment Option in accordance with its terms, the Additional Shares will be duly allotted and validly issued as fully-paid and non-assessable Common Shares in the capital of the Company upon full payment therefor and the issue thereof.

9. The Underwriter's Warrant Shares have been reserved and, upon the exercise of the Underwriter's Warrants in accordance with its terms, the Underwriter's Warrant Shares will be duly allotted and validly issued as fully-paid and non-assessable Common Shares in the capital of the Company upon full payment therefor and the issue thereof.

10. The form and terms of the definitive certificate representing the Common Shares and the Underwriter's Warrants have been approved by the directors of the Company and comply in all material respects with the *Business Corporations Act* (British

Columbia), the articles of the Company and the rules, policies and by-laws of the TSX.

11. If applicable, the delivery of the Offered Shares in electronic form does not conflict with the *Business Corporations Act* (British Columbia) or the articles of the Company and the rules, policies and by-laws of the TSX.

12. All necessary corporate action has been taken by the Company to authorize the execution and delivery of each of the Canadian Prospectus Supplement, any Supplementary Material and any Marketing Documents and the filing thereof with the Commissions.

13. This Agreement and the Underwriter's Warrant Certificates have been duly executed and delivered by the Company and constitutes a legal, valid and binding obligation of the Company enforceable against the Company in accordance with its terms, subject to customary limitations and qualifications including, but not limited to, bankruptcy, insolvency and other laws affecting the rights of creditors generally and subject to the qualification that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in this Agreement may be limited by applicable law.

14. The execution and delivery of this Agreement and the Underwriter's Warrant Certificates, the fulfillment of the terms thereof by the Company, the offering, issuance, sale and delivery of the Firm Shares, the Flow-Through Shares and the Additional Shares, the grant of the Over-Allotment Option, and the issuance of the Underwriter's Warrants do not and will not conflict with any of the terms, conditions or provisions of the articles of the Company, any resolutions of the shareholders or directors (or any committee thereof) of the Company or any applicable corporate or securities laws of British Columbia or federal laws applicable therein.

15. The issuance by the Company of the Underwriter's Warrant Shares upon the due exercise of the Underwriter's Warrants to the Underwriter is exempt from the prospectus requirements of the Canadian Securities Laws of the Qualifying Jurisdictions, and no documents are required to be filed (other than specified forms accompanied by requisite filing fees), proceedings taken or approvals, permits, consents or authorizations obtained by the Company under the Canadian Securities Laws of the Qualifying Jurisdictions to permit such issuance and sale.

16. Computershare Investor Services Inc. is the duly appointed registrar and transfer agent for the Common Shares of the Company in Canada.

17. All necessary documents have been filed, all requisite proceedings have been taken and all approvals, permits and consents of the appropriate regulatory authority in each Qualifying Jurisdiction have been obtained to qualify the distribution of the Offered Shares in each of the Qualifying Jurisdictions through persons who are

registered under Canadian Securities Laws and who have complied with the relevant provisions of such applicable laws.

18. Subject only to the standard listing conditions, the Offered Shares have been conditionally listed or approved for listing on the TSX.

19. As to the accuracy of the statements under the headings "Eligibility For Investment" and "Certain Canadian Federal Income Tax Considerations" in the Canadian Prospectus Supplement.

20. That the Flow-Through Shares and Additional Flow-Through Shares are "flow-through shares" for the purposes of the Tax Act and are not "prescribed shares" within the meaning of Section 6202.1 of the regulations to the Tax Act.

21. Such other matters as the Underwriter's legal counsel may reasonably request prior to the Closing Time.

SCHEDULE "D"
LIST OF PERSONS SUBJECT TO LOCK-UP

Directors

Gary Robertson*
David Wolfin*
Jasman Yee
Peter Bojtos
Ronald Andrews

Senior Officers

Gary Robertson*
David Wolfin*
Carlos Rodriguez
Nathan Harte
Dorothy Chin

** Single lock-up agreement required*

SCHEDULE "E"
FORM OF LOCK-UP AGREEMENT

_____, 2019

To: Cantor Fitzgerald Canada Corporation

Re: Avino Silver & Gold Mines Ltd. – Lock-up Agreement

The undersigned understands that this lock-up agreement (the "**Lock-Up Agreement**") is being delivered to you in connection with the Underwriting Agreement dated July ___, 2019 (the "**Underwriting Agreement**") entered into by Avino Silver & Gold Mines Ltd. (the "**Company**") and the Underwriter (as defined in the Underwriting Agreement), with respect to the public offering (the "**Offering**") of common shares and "flow-through shares" of the Company.

In consideration of the benefit that the Offering will confer upon the undersigned as a director and/or officer of the Company, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agrees that, in respect of the common shares of the Company (the "**Common Shares**") owned directly or indirectly by the undersigned, or under control or direction of the undersigned (including holding as a custodian) or with respect to which the undersigned has beneficial ownership (as such term is used in Rule 13d-3 of the Securities Exchange Act of 1934, as amended (the "**Exchange A**ct")) (collectively, the "**Locked-Up Securities**"), during the period beginning from the date hereof and ending on the day that is ninety (90) days following the date of the closing of the Offering (the "**Lock-Up Period**"), the undersigned will not, without the prior written consent of CFCC, which consent shall not unreasonably be delayed, conditioned or withheld, (i) issue, offer, sell (including, without limitation, any short sale), contract or agree to sell, hypothecate, pledge, grant any option to purchase or otherwise dispose of or agree to dispose of or transfer, directly or indirectly, or establish or increase a "put equivalent position" or liquidate or decrease a "call equivalent position" within the meaning of Section 16 of the Securities Exchange Act of 1934, as amended, and the rules and regulations of the United States Securities and Exchange Commission (the "**SEC**") promulgated thereunder (the "**Exchange Act**"), with respect to, any Locked-Up Securities, or any securities convertible into or exchangeable or exercisable for, or warrants or other rights to purchase, the foregoing, (ii) except as permitted in the Underwriting Agreement cause to become effective a registration statement under the United States Securities Act of 1933, as amended, together with the rules and regulations promulgated thereunder (the "**Securities Act**"), or to file a prospectus in Canada, relating to the offer and sale of any Locked-Up Securities or securities convertible into or exercisable or exchangeable for Locked-Up Securities or other rights to purchase Locked-Up Securities or any other securities of the Company that are substantially similar to the Locked-Up Securities, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, (iii) enter into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of the Locked-Up Securities or any other

securities of the Company that are substantially similar to the Locked-Up Securities, or any securities convertible into or exchangeable or exercisable for, or any warrants or other rights to purchase, the foregoing, whether any such transaction is to be settled by delivery of Common Shares or such other securities, in cash or otherwise or (iv) publicly announce an intention to effect any transaction specified in clause (i), (ii) or (iii).

The foregoing paragraph shall not apply to (A) dispositions to any trust for the direct or indirect benefit of the undersigned and/or the spouse, any lineal descendent, father, mother, brother or sister of the undersigned, provided that such trust agrees in writing with the Underwriter to be bound by the terms of this Lock-Up Agreement, (B)tenders pursuant to a *bona fide* third party take-over bid made to all holders of Common Shares of the Company or similar acquisition transaction provided that in the event that the take-over bid or acquisition transaction is not completed, any Locked-Up Securities shall remain subject to the restrictions contained in this Lock-Up Agreement, (C) any dispositions pursuant to any pre-existing 10b5-1 plans, (D) exercise of stock options and related dispositions of shares under any stock options issued or outstanding under the Company's equity incentive compensation plans, (E) any dispositions required for tax withholdings in connection with the exercise or vesting of any stock options or restricted stock units issued or outstanding under the Company's equity incentive compensation plans, (F) by testate succession or intestate succession, (G) by operation of law, such as pursuant to a qualified domestic order or in connection with a divorce settlement, or (H) if acquired by the undersigned in open market transactions after the Offering.

In addition, the undersigned hereby waives any and all pre-emptive rights, participation rights, resale rights, rights of first refusal and similar rights that the undersigned may have in connection with the Offering or with any issuance or sale by the Company of any equity or other securities in connection with the Offering.

The undersigned hereby confirms that the undersigned has not, directly or indirectly, taken, and hereby covenants that the undersigned will not, directly or indirectly, take, any action designed, or which has constituted or will constitute or might reasonably be expected to cause or result in the stabilization or manipulation of the price of any security of the Company to facilitate the sale or resale of the Common Shares.

The undersigned understands that the Company and the Underwriter are relying upon this Lock-Up Agreement in proceeding toward the consummation of the Offering. The undersigned further understands that this Lock-Up Agreement is irrevocable and shall be binding upon the undersigned's legal representatives, successors, and assigns, and shall enure to the benefit of the Company, the Underwriter and their legal representatives, successors and assigns.

The obligations of the undersigned pursuant to this Lock-Up Agreement may be waived in writing in whole or in part by CFCC in its sole discretion.

This Lock-Up Agreement is governed by the laws of the Province of British Columbia and the laws of Canada applicable therein.

Yours very truly,

Witness	Name

Number of Common Shares subject to this Lock-Up Agreement

Acknowledged and agreed as of the date first written above.

CANTOR FITZGERALD CANADA CORPORATION

By: _____

Name:

Title: