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March 1st, 2017

## LETTER OF INTENT ACQU;SITION OF 50 PERCENT INTEREST IN HEMLO SOUTH PROPERTY CREATION OF JOINT VENTURE ON COMPLETION OF EARN-IN

**This Letter of Intent ("L01")** is made this 1 day of March, 2017, between Tashota Resources Inc. ("TRI") and Trojan Gold Inc. ("TGI")

**WHEREAS** TRI holds the Hemlo South Property (as defined in Schedule B hereto) under an option agreement between Rudolf Wahl, Optionor and TRI, Optionee (the "TRI-Wahl Option Agreement"), a copy of which is appended hereto as Schedule "A";

**AND WHEREAS** TGI wishes to acquire a 50 percent interest in the Hemlo South Property, and TRI wishes to grant to TGI the right to acquire a 50 percent interest in the Hemlo South Property on certain terms and conditions;

**THIS LETTER OF INTENT** spells the terms and conditions under which TRI grants to TGI the right to acquire a 50 percent interest in the Hemlo South Property.

**SUMMARY OF THE TERMS OF THE TRI-WAHL OPTION AGREEMENT:** The agreement made between TRI and TGI makes extensive reference to the terms of the TRI-Wahl Option Agreement, which are summarized in the following paragraphs, to give clarity to the agreement between TRI and TGI. The TRI-Wahl Option Agreement has an effective date of March 4<sup>th</sup>, 2014 and a 4 year term.

On March 7<sup>tr</sup>, 2017, Rudolf Wahl signed an amendment to the TRI-Wahl Option Agreement extending the due dates for certain expenditure requirements.

The salient terms of the TRI-Wahl Option Agreement with amendments, are as follows:

- 1. Cash Payments and Share Issuances:
  - 200,000 shares of TRI within 15 days of the effective date [issued];
  - (ii) 250,000 shares of TRI within 30 days of listing of TRI shares on the TSX Venture Exchange or the Canadian Securities Exchange [not yet issued];
  - (iii) \$25,000 cash [paid] and 200,000 shares of TRI [issued] on or before March  $4^{th}$ , 2015;
  - (iv) \$25,COC cash [paid] and 200,000 shares of TRI [issued] on or before March 4<sup>th</sup>, 2016;
  - (v)  $$25,0nn cash [paid] and 200,000 shares of TRI [issued] on or before March <math>4^{th}$ , 2017;
  - (vi) \$25,000 cash and 200,000 shares of TRI on or before March 4", 2018;

- 2. Exploration Expenditures on the Property:
  - (i) \$50,000 on or before November 25", 2014 [done];
  - (ii) \$100,000 on or before March 4",2016 [not yet completed, approximately \$15,000 expended to date, due date extended by Mr. Wahl to May 4", 2017 by the March 7", 2017 amendment];
  - (iii) \$150,000 on or before March 4", 2017 [not yet done, due date extended by Mr. Wahl to November 1s', 2017 by the March 7tn, 2017 amendment];
- 3. Upon exercise Lif all the terms of the option agreement, TRI will have 100% interest in the Property and will be so recorded on title, subject to a 3% net smelter returns royalty in favour of Mr. Wahl. TRI will have the option of buying back  $^2/_3$  of the royalty (2% of NSR) for \$2,000,000 at any time.

## **TERMS OF THE TRI-TGI AGREEMENT:**

TRI hereby grants to TGI the right to acquire a 50 percent interest in the Hemlo South Property by:

- A. Issuing to TRI 1,250,000 common shares of TGI with a deemed value of \$0.10, effective immediately;
- B. Making, or reimbursing TRI for making, the cash payments in items 1(v) and 1(vi) above, for a total of \$50,000; if, by mutual agreement, TRI makes one or both payments in cash, TGI shall have the option of reimbursing TRI by issuing its own common shares with a deemed value of \$0.10 per share to TRI
- C. Incurring, or reimbursing TRI for incurring, the work requirements in terms 2(ii) and 2(iii) above, for a total of \$250,000;

On completion of these terms and exercise of the TRI option, TGI will be vested as to 50% working interest (WI), and will be so recorded on the claims at the Provincial Mining Recorder's Office (or on title in the event that the claims comprising the property, or a portion of them, are brought to lease). The term "Working Interest" refers to the interests held by the Joint Venture partners, which is subject to the NSR royalty in favour of Mr. Wahl. A joint venture is to be formed between TRI and TGI with initial WIs of 50% each. A formal joint venture agreement is to be prepared at the time that TGI is vested as to 50% WI, or as soon thereafter as practicable. The salient terms of the joint venture will be as follows:

- Management and budget control is to be by a joint management committee;
- Each party will have an initial WI of 50% and a deemed initial contribution of \$450,000;
- TRI and TGI will be joint operators, unless the interest of either party is diluted below 50%, in which case, the party with the larger WI will have the right to become the operator;
- Budgets will be set annually, or more frequently if requested by either party;
- Reports will be prepared in a timely manner on all activities, submitted to Mr. Wahl and reported to the MNDM for assessment credit:
- If either party (a "Non-Contributing Party") is unable or unwilling to provide its *pro rota* share of an approved budget, the other party (the "Contributing Party") will have the right to provide the difference between the amount which the Non-Contributing Party has contributed to an approved budget, and its *pro rota* share of the approved budget.
- The WI of a Non-Contributing Party shall be diluted according to the industry-standard formula of:

Exp(a) WI(a) x 100% Exp(a)+Exp(b)

Where WI(a) is the Working Interest of party (a) and

Exp(a) and Exp(b) are the aggregate totals of expenditures on the project of parties (a) and (b) respectively since the inception of the Joint Venture, plus each party's deemed initial contribution of \$450,000.

If you are in agreement with these terms and conditions, please so indicate by signing in the appropriate place below.

Yours very truly,

TASHOTA RESOURCES INC.

Per: "R. Kwiatkowski" R.Kwiatkowski, ASO

TROJAN GOLD INC.

Per: "Charles Elbourne"
Charles Elbourne, ASO