

## CLAIMS ACQUISITION AGREEMENT

THIS AGREEMENT is made as of the 7th day of October, 2022

AMONG:

**WESTWARD GOLD INC**, company formed under the laws of the Province of British Columbia

(hereinafter called "**Westward**")

AND:

**INTERMONT EXPLORATION CORP**, a company organized under the laws of the State of Nevada

(hereinafter called the "**Vendor**")

AND:

**FREMONT GOLD LTD.**, a company formed under the laws of the Province of British Columbia

(hereinafter called the "**Vendor Parent**")

**WHEREAS** the Vendor is the legal, beneficial and recorded owner of 100% of 99 unpatented mining claims in Elko County, in the State of Nevada, as listed in Schedule "A", Table 1 under the heading "Coyote Registered Claims", and registered in the name of the Vendor (hereinafter referred to collectively as the "**Coyote Registered Claims**");

**AND WHEREAS** the Vendor is the legal and beneficial owner of 100% of 38 unrecorded mining claims in Elko County, in the State of Nevada, as listed in Schedule "A", Table 2 under the heading "Coyote Unregistered Claims" (hereinafter referred to collectively as the "**Coyote Unregistered Claims**");

**AND WHEREAS** the Vendor is the legal, beneficial and recorded owner of 100% of 12 unpatented mining claims in Elko County, in the State of Nevada, as listed in Schedule "B" under the heading "Rossi Claims", and registered in the name of the Vendor (herein after referred to collectively as the "**Rossi Claims**" and together with the Coyote Registered Claims, the "**Purchased Claims**");

**AND WHEREAS** the Vendor wishes to sell to Westward, or an affiliated Nevada corporation of Westward as designated by Westward (hereinafter called "**NevadaCo**", and together with Westward, the "**Purchasers**"), and Westward wishes to purchase from the Vendor all of the Vendor's right, title and interest in the Purchased Claims;

**NOW THEREFORE**, for and in consideration of the premises and the covenants and agreements herein contained, the parties hereby agree as follows:

## ARTICLE 1- INTERPRETATION

**1.1 Definitions.** In this Agreement, unless something in the subject matter or context is inconsistent therewith:

- (a) “**Agreement**” means this Claims Acquisition Agreement, and all schedules hereto, as well as amendments made by written agreement between the Vendor and Westward;
- (b) “**Applicable Law**” means any foreign or domestic federal, state, provincial or municipal statute, law, ordinance, rule, regulation, restriction, regulatory policy or guideline, by-law (zoning or otherwise) or order that applies to the parties or to the Purchased Claims and includes the applicable by-laws or rules of any stock exchange or securities commission having jurisdiction;
- (c) “**Business Day**” means any day other than a Saturday, Sunday or a day on which banks in the Province of British Columbia or the State of Nevada are authorized or required by Applicable Laws to be closed;
- (d) “**Canadian Securities Exchange**” means the Canadian Securities Exchange;
- (e) “**Closing Date**” means the date of Closing, which shall be three (3) Business Days following the satisfaction or waiver of all conditions to the obligations of the parties of Closing (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such other date as the parties may mutually agree, which in any event will not be later than **October 31, 2022**;
- (f) “**Closing**” means the closing of the purchase and sale of the Purchased Claims contemplated by this Agreement;
- (g) “**Consideration Shares**” means common shares in the capital of Westward;
- (h) “**Coyote Registered Claims**” has the meaning as set out in the recitals hereto;
- (i) “**Coyote Unregistered Claims**” has the meaning as set out in the recitals hereto;
- (j) “**Coyote Royalty**” has the meaning set forth in Section 2.3 below;
- (k) “**CSE**” means the Canadian Securities Exchange;
- (l) “**Encumbrances**” has the meaning set forth in Section 3.1(f) below;
- (m) “**Existing Rossi NSR**” means the existing 2% Net Smelter Returns royalty on the Rossi Claims;
- (n) “**Net Smelter Returns**” has the meaning set forth in Schedule “C”;
- (o) “**NevadaCo**” has the meaning as set out in the recitals hereto;
- (p) “**Notice**” has the meaning set forth in Section 7.6 below;
- (q) “**Purchase Price**” has the meaning set forth in Section 2.2 below;
- (r) “**Purchased Claims**” has the meaning as set out in the recitals hereto;

- (s) “**Rossi Claims**” has the meaning as set out in the recitals hereto;
- (t) “**Rossi Royalty**” has the meaning set forth in Section 2.5 below;
- (u) “**Time of Closing**” means 10:00 a.m. (Vancouver Time) on the Closing Date, or such other time on the Closing Date as agreed between the parties; and
- (v) “**Vendor**” has the meaning as set out in the recitals hereto; and
- (w) “**Vendor Parent**” has the meaning as set out in the recitals hereto.

**1.2 Headings.** The division of this Agreement into Articles and Sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “hereunder” and similar expressions refer to this Agreement and not to any particular Article, Section or other portion hereof and include any agreement supplemental hereto. Unless something in the subject matter or context is inconsistent therewith, references herein to Articles and Sections are to Articles and Sections of this Agreement.

**1.3 Currency.** All references to currency herein are to lawful money of the United States of America, unless otherwise indicated.

## **ARTICLE 2 - PURCHASE AND SALE**

### **2.1 Purchase and Sale**

- (1) Subject to the terms and conditions hereof, the Vendor covenants and agrees to sell, transfer and assign the Purchased Claims to Westward or NevadaCo, as applicable, and Westward covenants and agrees to purchase the Purchased Claims from the Vendor for the Purchase Price.
- (2) The Vendor will receive the Purchase Price in return for delivering to the Purchasers all of the following:
  - (a) a fully signed copy of this Agreement;
  - (b) evidence, satisfactory to the Purchasers, that the Vendor has completed the transfer of title of the Purchased Claims to Westward or NevadaCo, as applicable, pursuant to Applicable Law; and
  - (c) such other documents and instruments as the Purchasers may reasonably request.

The Vendor acknowledges and agrees that the Purchasers have no obligations to complete the purchase of the Purchased Claims unless and until the Vendor have delivered all of the items required by this Section 2.1(2) and all conditions set forth in Section 4.1 have been satisfied or waived by the Purchasers, in accordance with the timing set forth under Section 2.3.

**2.2 Purchase Price and Payment.** The total purchase price (the “**Purchase Price**”) for the Purchased Claims shall be an aggregate of:

- (1) USD\$19,647 payable in cash on the Closing Date, by way of certified cheque, wire transfer, money order or other immediately available funds paid to the Vendor; and

- (2) 600,000 Consideration Shares on the Closing Date at a deemed price per share equal to the closing price of Westward's common shares the CSE on the last trading day prior to the date of issuance;

The parties agree that the Purchase Price will be paid directly to the Vendor Parent on behalf of the Vendor. Any fees related to the transfer of the Purchased Claims shall be paid by the Purchasers.

**2.3 Coyote Royalty.** Subject to Section 2.4, Westward will pay to the Vendor Parent a 2% Net Smelter Returns royalty on the Coyote Registered Claims (the "**Coyote Royalty**"), on the terms and conditions as set out in this paragraph and in Schedule C. Westward will have the right, at any time, to reduce the Coyote Royalty from 2% of Net Smelter Returns to 1% of Net Smelter Returns for a one time payment of USD\$2,000,000 by Westward to the Vendor Parent.

**2.4** In the event Westward or NevadaCo acquires any or all of the Coyote Unregistered Claims, Westward will pay to the Vendor Parent a 2% Net Smelter Returns royalty on the Coyote Unregistered Claims on the same basis as set out in Section 2.3. If Westward should elect to reduce the Coyote Royalty from 2% of Net Smelter Returns to 1% of Net Smelter Returns in accordance with Section 2.3, then the reduction in the royalty shall also be applicable to the Coyote Unregistered Claims.

**2.5 Rossi Royalty.** Westward will pay to the Vendor Parent, a 1% Net Smelter Returns royalty on the Rossi Claims (the "**Rossi Royalty**"), on the terms and conditions as set out in this paragraph and in Schedule C. Westward will have the right, at any time, to reduce the Rossi Royalty from 1% of Net Smelter Returns to 0.5% of Net Smelter Returns for a one time payment of USD\$1,500,000 by Westward to the Vendor Parent.

**2.6 Closing.** The sale and purchase of the Purchased Claims shall be completed as at the Time of Closing at the offices of McMillan LLP located at 1500 - 1055 West Georgia Street, Vancouver, British Columbia, or such other place and times as mutually agreed upon by Westward and the Vendor.

### **ARTICLE 3 - REPRESENTATIONS AND WARRANTIES**

**3.1 Vendor's Representations and Warranties.** The Vendor represents and warrants to the Purchasers that:

- (a) it has been duly incorporated, amalgamated or continued and validly exists as a corporation in good standing under the laws of its jurisdiction of incorporation, amalgamation or continuation;
- (b) it has duly obtained all corporate authorizations for the execution of this Agreement and for the performance of this Agreement by it, and the consummation of the transactions herein contemplated will not conflict with or result in any breach of any covenants or agreements contained in, or constitute a default under, or result in the creation of any Encumbrance under the provisions of the Articles or the constating documents of the Vendor or any shareholders' or directors' resolution, indenture, agreement or other instrument whatsoever to which the Vendor is a party or by which it is bound;
- (c) neither the execution and delivery of this Agreement nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transaction hereby contemplated conflict with, result in the breach of or accelerate the performance required by any agreement to which it is a party;

- (d) the execution and delivery of this Agreement and the Agreements contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable or pertaining thereto or of its constating documents;
- (e) this Agreement constitutes a legal, valid and binding obligation of it, enforceable in accordance with its terms;
- (f) the Vendor is the sole legal, beneficial and recorded owner of a 100% undivided right, title and interest in and to the Purchased Claims, free and clear of any claims, demands, mortgages, liens, security interests, charges, royalties, streaming arrangements, encumbrances or other claims whatsoever (“**Encumbrances**”) other than the Existing Rossi NSR or other than as may arise pursuant to this Agreement;
- (g) the Vendor has good and marketable title to the Purchased Claims, which have been properly registered in accordance with Applicable Law and all applicable laws and regulations, and such Purchased Claims are in good standing and shall continue to be in good standing until at least the Closing Date;
- (h) all prior work commitments or payments in lieu therefor required under Applicable Law in connection with the Purchased Claims have been satisfied by the Vendor up to the date of this Agreement;
- (i) the Vendor has the exclusive right to enter into this Agreement and all necessary authority to assign to Westward or NevadaCo, as applicable, a 100% legal, beneficial and recorded right, title and interest in and to the Purchased Claims in accordance with the terms and conditions of this Agreement;
- (j) the Vendor has the exclusive right to receive 100% of the proceeds from the sale of products, minerals, metals, ores or concentrates removed from the Purchased Claims and, other than pursuant to this Agreement, no person, firm or corporation is entitled to (i) any royalty or other payment in the nature of rent or royalty on such materials removed from the Purchased Claims or is entitled to take such materials in kind, other than the Existing Rossi NSR or (ii) to purchase any products, minerals, metals, ores or concentrates removed from the Purchased Claims;
- (k) there are no actions, suits or proceedings, pending or threatened which may affect the Purchased Claims, at law or in equity or before or by any federal, state, county, tribal, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign; and the Vendor is not aware of any ground upon which any such action, suit or proceeding might be commenced;
- (l) the Vendor holds all licenses issued by any government or governmental authority which are necessary in connection with the ownership of the Purchased Claims;
- (m) there is no adverse claim or challenge against or to the Vendor’s ownership of the Purchased Claims nor, to the knowledge of the Vendor, is there any basis therefore;
- (n) the Vendor has no notice, or knowledge of, any proposal to terminate or vary the terms of or rights attaching to, the Purchased Claims, or of any challenge to the Vendor's right, title or interest in the Purchased Claims;
- (o) no person, firm or corporation has, or will have, any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or

option for the acquisition of all or a portion of the Purchased Claims, other than as set forth herein;

- (p) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or expenditures with respect to the Purchased Claims and the conduct of operations related thereto, and the Vendor has not received any notice of the same, and the Vendor is not aware of any basis on which any such orders or directions could be made;
- (q) the Vendor's ownership of the Purchased Claims is in compliance with, and is not in default or violation in any material respect under, and the Vendor has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule decree or other applicable regulation in connection with the Vendor's ownership of the Purchased Claims;
- (r) all material knowledge and information in his possession concerning the Purchased Claims has been made available to Westward;
- (s) there are no consents, approvals or conditions precedent to the Vendor's performance under this Agreement which have not been obtained;
- (t) there is no dispute between the Vendor or any of its subsidiaries and any non-governmental organization, community, or community group exists or, to the knowledge of the Vendor, no such dispute is threatened or imminent with respect to the Purchased Claims;
- (u) there are no conflicts between the Vendor and either the communities or the surface lands titleholders that are located within the mining rights of the Purchased Claims or in peripheral areas that serve to access or explore the Purchased Claims;
- (v) the Vendor has no notice, or knowledge of, any toxic or hazardous substance or waste having been disposed of stored, treated or located on the Purchased Claims as a result of activities of the Vendor or its predecessors in title or interest;
- (w) no proceedings are pending for, and the Vendor is unaware of any basis for the institution of any proceedings leading to the placing of the Vendor in bankruptcy or subject to any other laws governing the affairs of insolvent persons; and
- (x) the Vendor has no information or knowledge of any facts pertaining to the Purchased Claims that, if known to the Purchasers, might reasonably be expected to deter the Purchasers from completing the transactions contemplated hereby.

**3.2 Purchasers' Representations and Warranties.** Westward represents and warrants to the Vendor that:

- (a) Westward is a company duly existing under the laws of the Province of British Columbia;
- (b) NevadaCo, when incorporated, will be a company duly existing under the laws of the State of Nevada;
- (c) Westward has the corporate power and authority to enter into this Agreement;

- (d) Westward or NevadaCo, as applicable, will be eligible to acquire and hold mineral claims in the jurisdiction in which the Purchased Claims are situated;
- (e) the Consideration Shares will be listed for trading on the CSE; and
- (f) the Consideration Shares to be issued to the Vendor as part of the Purchase Price will be fully paid and non-assessable shares in the capital of Westward.

**3.3 Survival of Representations, Warranties and Covenants.** The representations, warranties and covenants of the Vendor and Westward respectively set forth in this Agreement shall survive the completion of the sale and purchase of the Purchased Claims herein provided for and, notwithstanding such completion, shall continue in full force and effect for the benefit of the Purchasers or the Vendor, respectively, in accordance with the terms thereof.

#### **ARTICLE 4- CONDITIONS**

##### **4.1 Conditions for the Benefit of Westward.**

(1) The sale by the Vendor and the purchase by the Purchasers of the Purchased Claims is subject to the following conditions which are for the exclusive benefit of Westward to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of the Vendor set forth in Section 3.1 shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the Vendor shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Vendor at or prior to the Time of Closing; and
- (c) all necessary steps and proceedings shall have been taken to permit the Purchased Claims to be duly and regularly transferred to Westward or NevadaCo, as applicable, including, but not limited to, the deliver of a fully executed quitclaim deed in favour of the Purchaser.

(2) In case any term or covenant of the Vendor or condition to be performed or complied with for the benefit of Westward under this Agreement shall not have been performed or complied with at or prior to the Closing Date, Westward may, without limiting any other right that Westward may have, at their sole option, either:

- (a) rescind this Agreement by notice to the Vendor, and in such event Westward and the Vendor shall be released from all obligations hereunder; or
- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part.

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

(1) The sale by the Vendor and the purchase by the Purchasers of the Purchased Claims is subject to the following conditions which are for the exclusive benefit of the Vendor to be performed or complied with at or prior to the Time of Closing:

- (a) the representations and warranties of Westward set forth in Section 3.2 shall be true and correct at the Time of Closing with the same force and effect as if made at and as of such time;
- (b) the obligations associated with the Existing Rossi NSR shall have been assigned from the Vendor to NevadaCo in accordance with Clause 11 of the Net Smelter Returns Royalty Agreement dated April 10, 2019 between Nevada Select Royalty, Inc. and the Vendor;
- (c) a royalty agreement in the form of Schedule C shall have been executed in respect of each of the Rossi Royalty and the Coyote Royalty; and
- (d) the Purchasers shall have performed or complied with all of the terms, covenants and conditions of this Agreement to be performed or complied with by the Purchasers at or prior to the Time of Closing.

(2) In case any term or covenant of the Purchasers or condition to be performed or complied with for the benefit of the Vendor under this Agreement shall not have been performed or complied with at or prior to the Closing Date, the Vendor may, without limiting any other right that the Vendor may have, at its sole option, either:

- (a) rescind this Agreement by notice to Westward, and in such event the Vendor and Westward shall be released from all obligations hereunder; or
- (b) waive compliance with any such term, covenant or condition in whole or in part on such terms as may be agreed upon without prejudice to any of its rights of rescission in the event of non-performance of any other term, covenant or condition in whole or in part.

## **ARTICLE 5– COVENANTS**

**5.1** Each of the parties agrees that it will use its commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to the obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the purchase and sale of the Purchased Claims in accordance with the terms of this Agreement.

**5.2** The Vendor hereby covenants with the Purchasers that up to and including the Closing Date:

(1) The Vendor will provide the Purchasers with all of the technical data in the Vendor's possession or over which the Vendor has control relating to the Purchased Claims; and

(2) The Vendor will not deal, or attempt to deal with their right, title, interest in and to the Purchased Claims in any way that would or might affect the right of Westward or NevadaCo, as applicable, to become vested in a 100% interest in and to the Purchased Claims, free and clear of any Encumbrances.

**5.3** The Vendor Parent does hereby covenant and agree that it shall cause Vendor to comply with all of its obligations under this Agreement. In such regard, Vendor Parent unconditionally and irrevocably guarantees and agrees to jointly and severally liable with the Vendor for, the due and punctual performance of all obligations, covenants and indemnities of the Vendor arising under this Agreement, upon the terms and subject to the conditions of this Agreement.



## ARTICLE 6- RESTRICTIONS ON TRANSFER

**6.1** In the event that any of the Consideration Shares are subject to a hold period or any other restrictions on resale and transferability under applicable securities laws or the policies of the CSE, Westward will place a legend on the certificates representing the Consideration Shares as are required or as it may otherwise deem necessary or advisable.

**6.2** In addition to any resale restrictions under applicable securities laws or the policies of the CSE, the Consideration Shares issued pursuant to this Agreement will be subject voluntary hold periods (the “**Contractual Hold Periods**”) from the date of issuance and automatically be released (and cease to be subject to any hold) as to:

- (a) 200,000 Consideration Shares on the four month anniversary of the date of issuance; and
- (b) 400,000 Consideration Shares on the eight month anniversary of the Closing Date.

**6.3** The certificates or DRS representing the Consideration Shares will bear legends reflecting the Contractual Hold Periods, substantially in the following form:

- (a) In respect of the 200,000 Consideration Shares referred to in Clause 6.2(a):

“The securities represented hereby shall not be offered, sold, transferred, pledged, hypothecated or otherwise traded before that date that is four months after the issuance date, unless consented to by the Company.”

- (b) In respect of the 400,000 Consideration Shares referred to in Clause 6.2(b):

“The securities represented hereby shall not be offered, sold, transferred, pledged, hypothecated or otherwise traded before [date that is eight months after the Closing Date], unless consented to by the Company.”

## ARTICLE 7- GENERAL

**7.1 Further Assurances.** The Vendor and Westward shall from time to time execute and deliver all such further documents and instruments and do all acts and things as the other party may, either before or after the Closing Date, reasonably require to effectively carry out or better evidence or perfect the full intent and meaning of this Agreement.

**7.2 Time of the Essence.** Time shall be of the essence of this Agreement.

**7.3 Benefit of the Agreement.** This Agreement shall enure to the benefit of and be binding upon the respective heirs, executors, administrators, successors and permitted assigns of the parties hereto, as the case may be.

**7.4 Entire Agreement.** This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes any prior understandings and agreements between the parties hereto with respect thereto.

**7.5 Amendments and Waiver.** No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed

by the party purporting to give the same and, unless otherwise provided, shall be limited to the specific breach waived.

**7.6 Notices.** Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Agreement (each, a “**Notice**”) in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this Section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is conclusively deemed effective only (a) if sent by personal delivery or by courier (all fees prepaid) on the date of actual receipt by the receiving party; if sent by email of a PDF document on the date of transmission if a Business Day or if not a Business Day or after 5:00 p.m. on the date of transmission, on the next following Business Day; or if sent by certified or registered mail (postage prepaid) on the five days after the mailing thereof; and (b) if the party giving the Notice has complied with the requirements of this Section.

To Westward at:

1500-1055 West Georgia Street  
Vancouver, British Columbia  
V6E 4N7

Attention: Colin Moore, CEO  
Email: [colin@westwardgold.com](mailto:colin@westwardgold.com)

To the Vendor at:

700 Spice Islands Drive  
Sparks, Nevada  
89431

Attention: Clay Newton  
Email: [clay@fremontgold.net](mailto:clay@fremontgold.net)

With a copy to Paul Hansed at  
[paul@fremontgold.net](mailto:paul@fremontgold.net)

To the Vendor Parent at:

1500 – 4090 Granville Street  
Vancouver, British Columbia  
V6C 1T2

Attention: Dennis Moore  
Email: [dennis@fremontgold.net](mailto:dennis@fremontgold.net)

With a copy to Paul Hansed at  
[paul@fremontgold.net](mailto:paul@fremontgold.net)

**7.7 Expenses.** Except as may otherwise be provided for in this Agreement, each of the parties acknowledges and agrees that all expenses incurred by a party relating to the purchase and sale of the Purchased Claims will be borne by the party incurring such expense.

**7.8 Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws applicable therein. For the purpose of all legal proceedings this Agreement shall be deemed to have been performed in the Province of British Columbia and the courts of the Province of British Columbia shall have jurisdiction to entertain any action arising under this Agreement.

**7.9 Assignment.** No party to this Agreement may assign its rights under this Agreement without the consent of the other parties to this Agreement which may not be unreasonably withheld.

**[the remainder of this page is intentionally blank.]**

**7.10 Counterparts/Electronic Transmission.** This Agreement may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts will constitute one and the same agreement. This Agreement may be executed and transmitted electronically and if so executed and transmitted this Agreement will be for all purposes as effective as if the parties had delivered an executed original Agreement.

Executed as of the date first set out above.

**WESTWARD GOLD INC.**

*"Colin Moore"*

By: \_\_\_\_\_  
Name: Colin Moore  
Title: President, CEO and Director

**INTERMONT EXPLORATION CORP**

*"Dennis Moore"*

By: \_\_\_\_\_  
Name: Dennis Moore  
Title: President and CEO

**FREMONT GOLD LTD.**

*"Dennis Moore"*

By: \_\_\_\_\_  
Name: Dennis Moore  
Title: President and CEO

**Schedule "A"**

**Table 1**

**Coyote Registered Claims**

<b>Claim Name</b>	<b>BLM MLRS Serial Number</b>
CY-1	NV 105787721
CY-2	NV 105787722
CY-3	NV 105787723
CY-4	NV 105787724
CY-5	NV 105787725
CY-6	NV 105787726
CY-7	NV 105787727
CY-8	NV 105787728
CY-9	NV 105787729
CY-10	NV 105787730
CY-11	NV 105787731
CY-12	NV 105787732
CY-13	NV 105787733
CY-14	NV 105787734
CY-15	NV 105787735
CY-16	NV 105787736
CY-17	NV 105787737
CY-18	NV 105787738
CY-19	NV 105787739
CY-20	NV 105787740
CY-21	NV 105787741
CY-22	NV 105787742
CY-23	NV 105787743
CY-24	NV 105787744
CY-25	NV 105787745
CY-26	NV 105787746
CY-27	NV 105787747
CY-28	NV 105787748
CY-29	NV 105787749
CY-30	NV 105787750
CY-31	NV 105787751
CY-32	NV 105787752
CY-33	NV 105787753
CY-34	NV 105787754
CY-35	NV 105787755
CY-36	NV 105787756
CY-37	NV 105787757
CY-38	NV 105787758

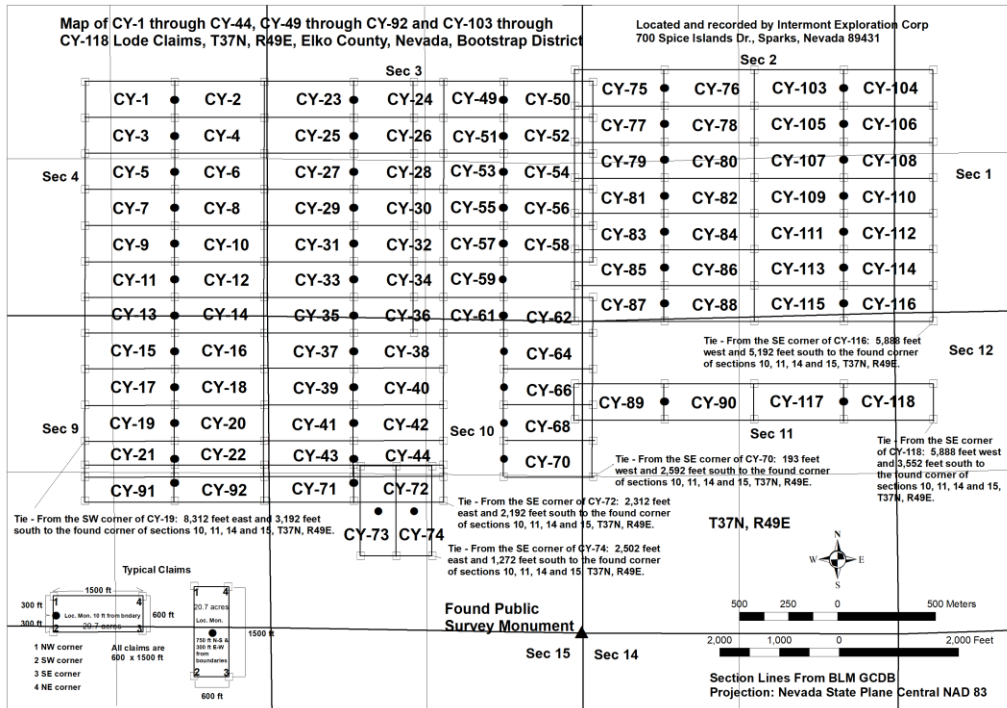
## Coyote Registered Claims (cont'd)

<b>Claim Name</b>	<b>BLM MLRS Serial Number</b>
CY-39	NV 105787759
CY-40	NV 105787760
CY-41	NV 105787761
CY-42	NV 105787762
CY-43	NV 105787763
CY-44	NV 105787764
CY-49	NV 105787765
CY-50	NV 105787766
CY-51	NV 105787767
CY-52	NV 105787768
CY-53	NV 105787769
CY-54	NV 105787770
CY-55	NV 105787771
CY-56	NV 105787772
CY-57	NV 105787773
CY-58	NV 105787774
CY-59	NV 105787775
CY-61.	NV 105787776
CY-62	NV 105787777
CY-64	NV 105787778
CY-66	NV 105787779
CY-68	NV 105787780
CY-70	NV 105787781
CY-71	NV 105787782
CY-72	NV 105787783
CY-73	NV 105787784
CY-74	NV 105787785
CY-75	NV 105787786
CY-76	NV 105787787
CY-77	NV 105787788
CY-78	NV 105787789
CY-79	NV 105787790
CY-80	NV 105787791
CY-81	NV 105787792
CY-82	NV 105787793
CY-83	NV 105787794
CY-84	NV 105787795
CY-85	NV 105787796
CY-86	NV 105787797
CY-87	NV 105787798
CY-88	NV 105787799
CY-89	NV 105787800
CY-90	NV 105787801
CY-91	NV 105787802
CV-92	NV 105787803
CY-103	NV 105787804
CY-104	NV 105787805

## Coyote Registered Claims (cont'd)

Claim Name	BLM MLRS Serial Number
CY-105	NV 105787806
CY-106	NV 105787807
CY-107	NV 105787808
CY-108	NV 105787809
CY-109	NV 105787810
CY-110	NV 105787811
CY-111	NV 105787812
CY-112	NV 105787813
CY-113	NV 105787814
CY-114	NV 105787815
CY-115	NV 105787816
CY-116	NV 105787817
CY-117	NV 105787818
CY-118	NV 105787819

### Coyote Registered Claim Map



**Table 2****Coyote Unregistered Claims**

<b>Claim Name</b>	<b>Location Monument Longitude NAD83</b>	<b>Location Monument Latitude NAD83</b>	<b>Claim Dimensions from LM</b>
CY-119	-116.3898405	41.11449731	10 ft East, 1490 ft West, 300 ft N-S
CY-121	-116.3898474	41.11285042	10 ft East, 1490 ft West, 300 ft N-S
CY-123	-116.3898543	41.11120354	10 ft East, 1490 ft West, 300 ft N-S
CY-125	-116.3898612	41.10955665	10 ft East, 1490 ft West, 300 ft N-S
CY-127	-116.3898681	41.10790977	10 ft East, 1490 ft West, 300 ft N-S
CY-129	-116.3898751	41.10626288	10 ft East, 1490 ft West, 300 ft N-S
CY-131	-116.389882	41.10461599	10 ft East, 1490 ft West, 300 ft N-S
CY-133	-116.3898889	41.10296911	10 ft East, 1490 ft West, 300 ft N-S
CY-135	-116.3898958	41.10132222	10 ft East, 1490 ft West, 300 ft N-S
CY-137	-116.3899018	41.09989492	10 ft East, 1490 ft West, 300 ft N-S
CY-139	-116.3789524	41.11447063	10 ft East, 1490 ft West, 300 ft N-S
CY-141	-116.3789596	41.11282375	10 ft East, 1490 ft West, 300 ft N-S
CY-143	-116.3789668	41.11117686	10 ft East, 1490 ft West, 300 ft N-S
CY-145	-116.378974	41.10952998	10 ft East, 1490 ft West, 300 ft N-S
CY-147	-116.3789812	41.1078831	10 ft East, 1490 ft West, 300 ft N-S
CY-149	-116.3789884	41.10623621	10 ft East, 1490 ft West, 300 ft N-S
CY-151	-116.3789955	41.10458933	10 ft East, 1490 ft West, 300 ft N-S
CY-153	-116.3790027	41.10294244	10 ft East, 1490 ft West, 300 ft N-S
CY-155	-116.3790099	41.10129556	10 ft East, 1490 ft West, 300 ft N-S
CY-157	-116.3790162	41.09986826	10 ft East, 1490 ft West, 300 ft N-S
CY-120	-116.3897679	41.11449713	10 ft West, 1490 ft East, 300 ft N-S
CY-122	-116.3897748	41.11285025	10 ft West, 1490 ft East, 300 ft N-S
CY-124	-116.3897817	41.11120336	10 ft West, 1490 ft East, 300 ft N-S
CY-126	-116.3897886	41.10955648	10 ft West, 1490 ft East, 300 ft N-S
CY-128	-116.3897956	41.10790959	10 ft West, 1490 ft East, 300 ft N-S
CY-130	-116.3898025	41.10626271	10 ft West, 1490 ft East, 300 ft N-S
CY-132	-116.3898094	41.10461582	10 ft West, 1490 ft East, 300 ft N-S
CY-134	-116.3898163	41.10296893	10 ft West, 1490 ft East, 300 ft N-S
CY-136	-116.3898232	41.10132205	10 ft West, 1490 ft East, 300 ft N-S
CY-138	-116.3898292	41.09989474	10 ft West, 1490 ft East, 300 ft N-S
CY-144	-116.3788942	41.11117668	10 ft West, 1490 ft East, 300 ft N-S
CY-146	-116.3789014	41.1095298	10 ft West, 1490 ft East, 300 ft N-S
CY-148	-116.3789086	41.10788292	10 ft West, 1490 ft East, 300 ft N-S
CY-150	-116.3789158	41.10623603	10 ft West, 1490 ft East, 300 ft N-S
CY-152	-116.378923	41.10458915	10 ft West, 1490 ft East, 300 ft N-S
CY-154	-116.3789302	41.10294226	10 ft West, 1490 ft East, 300 ft N-S
CY-156	-116.3789374	41.10129538	10 ft West, 1490 ft East, 300 ft N-S
CY-158	-116.3789436	41.09986807	10 ft West, 1490 ft East, 300 ft N-S

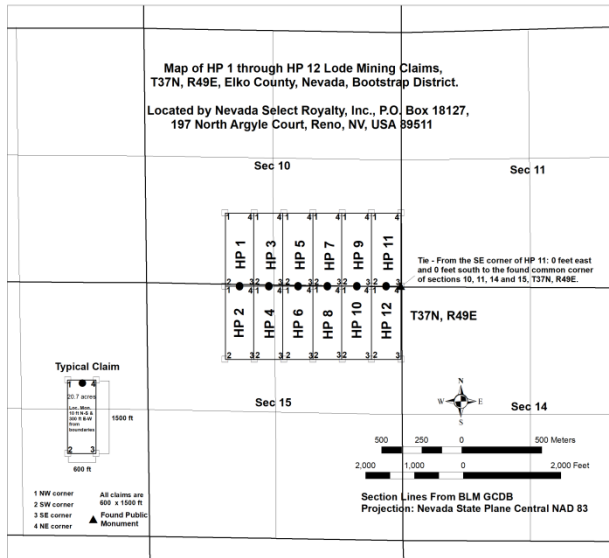


## Schedule "B"

### Rossi Claims

Claim Name	BLM MLRS Serial Number
HP 1	NV 105787709
HP 2	NV 105787710
HP 3	NV 105787711
HP 4	NV 105787712
HP 5	NV 105787713
HP 6	NV 105787714
HP 7	NV 105787715
HP 8	NV 105787716
HP 9	NV 105787717
HP 10	NV 105787718
HP 11	NV 105787719
HP 12	NV 105787720

### Rossi Claim Map



## Schedule "C"

This is **Schedule C** to the Claims Acquisition Agreement (the "**Agreement**") dated as of ●, 2022 between Westward Gold Inc. (the "**Payor**"), Intermont Exploration, Corp and Fremont Gold Ltd. (the "**Payee**")

### ROYALTY AGREEMENT

BETWEEN:

[**PAYOR**], company formed under the laws of the [●]

(hereinafter called "**Payor**")

AND:

**FREMONT GOLD LTD.**, a company formed under the laws of the Province of British Columbia

(hereinafter called the "**Payee**")

**WHEREAS** the Payor and the Payee are parties to a Claim Acquisition Agreement dated ●, 2022, whereby the Payor purchased ● claims in Elko County, in the State of Nevada, as listed in Schedule "A" (the "**Property**");

**AND WHEREAS** in connection with the Claim Acquisition Agreement, Payor agreed to grant Payee a [●]% Net Smelter Returns Royalty on the Property (the "**Royalty**");

**NOW THEREFORE**, for and in consideration of the premises and the covenants and agreements herein contained, the parties hereby agree as follows:

#### 1. Definitions

- (1) "**Business Day**" means any day other than a Saturday, Sunday or a day on which banks in the Province of British Columbia or the State of Nevada are authorized or required by Applicable Laws to be closed;
- (2) "**Net Smelter Returns**" for purposes of the Royalty Agreement is defined as follows:
  - (a) where all or a portion of the ores or concentrates derived from the Property are sold as ores or concentrates, the Net Smelter Return shall be any and all insurance proceeds and the gross amount actually received from the purchaser following sale thereof after deduction, if applicable under the sale contract, of all smelter charges, penalties and other deductions, and after deducting all costs of transporting (including shipping, freight, handling, port, demurrage, delay and forwarding expenses and transaction taxes) and insuring the ores or concentrates from the mine to the smelter or other place of final delivery, including any place or places of storage and sale to the place where sold and after deducting all sales, use, gross receipts, severance, ad valorem, value added tax, export and other taxes, custom duties, and other governmental charges, if any, payable by the Payor with respect to the existence, severance, production, removal, sale, import,

export, transportation, or disposition of all or a portion of the ores or concentrates derived from the Property but excluding mining costs, milling costs, taxes based on net or gross income and like taxes, the value of the Property or the privilege of doing business and any value added or other taxes that are recoverable by the Payor; or

- (b) where all or a portion of the said ores or concentrates derived from the Property are treated in a smelter and a portion of the metals recovered therefrom are delivered to, and sold by the Payor, the Net Smelter Return shall be any and all insurance proceeds and the gross amount actually received from the purchaser following sale of the metals so delivered, after deduction of all smelter charges, penalties and other deductions, and after deducting all costs of transporting (including shipping, freight, handling, port, demurrage, delay and forwarding expenses and transaction taxes) and insuring the ores or concentrates from the mine to the smelter, and, if applicable under the smelter contract, all costs of transporting (including shipping, freight, handling, port, demurrage, delay and forwarding expenses and transaction taxes) and insuring the metals from the smelter to the place of final delivery, including any place or places of storage and sale to the place where sold and after deducting all sales, use, gross receipts, severance, ad valorem, value added tax, export and other taxes, custom duties, and other governmental charges, if any, payable by the Payor with respect to the existence, severance, production, removal, sale, import, export, transportation, or disposition of all or a portion of the ores or concentrates derived from the Property but excluding mining costs, milling costs, taxes based on net or gross income and like taxes, the value of the Property or the privilege of doing business and any value added or other taxes that are recoverable by the Payor; and
- (c) where any ores or concentrates are sold to, or treated in, a smelter owned or controlled by the Payor, the pricing for that sale or treatment will be established by the Payor on an arms-length basis so as to be fairly competitive with pricing, net of transportation, insurance, treatment charges and other related costs, then available on world markets for product of like quantity and quality.

## **2. Payment of Net Smelter Returns Royalty**

- (1) The Payor shall calculate the Royalty and the sums to be disbursed to the Payee as at the end of each calendar quarter.
- (2) The Payor shall, within 60 days of the end of each calendar quarter:
  - (a) pay or cause to be paid in United States dollars by wire transfer, electronic funds transfer, cheque or money order made payable to the Payee the Royalty to which the Payee is entitled under this Royalty Agreement;
  - (b) deliver to the Payee a statement in respect of the calendar quarter indicating:
    - (i) the gross amounts received from the purchasers contemplated in §1(2) of this Royalty Agreement including copies of all third party sales invoices and supported by such reasonable information as to the tonnage and grade of ores or concentrates shipped as will enable the Payee to verify the gross amount payable by the smelter or other purchasers

- (ii) enumeration of the deductions therefrom in accordance with §1(2) of this Royalty Agreement;
- (iii) analysis to support amounts, if any, utilised by the Payor in the calculation of Net Smelter Returns in accordance with §1(2)(c) or §6 of this Royalty Agreement;
- (iv) the amount of calculated Net Smelter Returns; and
- (v) the amount of the Royalty, being those Net Smelter Returns to which the Payee is entitled pursuant to §2(1);

### **3. Adjustments and Verification**

- (1) The Payor shall make available to the Payee for review such information, data and reports as the Payee shall reasonably require and request from the Payor from time to time, including those necessary to permit the Payee to meet its continuous disclosure obligations under applicable laws and the requirements of applicable securities regulators
- (2) Payment of any Royalty by the Payor shall not prejudice the right of the Payee to object to any statement supporting the payment, provided, however, that subject to the provisions of this Clause 3, all statements presented to the Payee by the Payor for any quarter shall conclusively be presumed to be true and correct upon the later of the expiration of six months following the end of the quarter to which the statement relates and three months following the Payee's receipt from the Payor of the applicable quarterly royalty statement, unless within that six-month or three-month period the Payor gives notice to the Payee claiming an adjustment to the statement pursuant to the provisions of this Clause 3.
- (3) If the Payee objects to a particular quarterly royalty statement as provided by the Payor in accordance with §3(2), the Payee may provide the Payor with a notice of objection, describing the nature of the objection and supported by such information which would substantiate the objection within 60 days following the receipt of such quarterly royalty statement;
- (4) If within 60 days following the Payee's submission of a notice of objection to the Payor, the Payee and Payor are able to reach agreement on a revised quarterly royalty statement or agree that the original quarterly royalty statement is accurate, then additional payment of the Royalty, if any, will be made by the Payor to the Payee with the next quarterly Royalty payment;
- (5) Subject to §3(6), if within 60 days following the Payee's submission of a notice of objection to the Payor, the Payee and Payor are unable to reach agreement on a revised quarterly royalty statement or agree that the original quarterly royalty statement is accurate, then the Payee shall have the right to request that a certified professional accountant acceptable to both the Payee and Payor provide their written opinion as it relates to the accuracy of the quarterly statement or adjusted quarterly statement, as it may relate to this Royalty Agreement and the calculation of Net Smelter Return or Royalty;
- (6) The 60-day period referred to in §3(5) may be extended if agreed to in writing by both the Payee and the Payor;

- (7) If such audit determines that there has been a deficiency or an excess in the payment made by the Payor to the Payee such deficiency or excess shall be resolved by adjusting the next quarterly Royalty payment accordingly;
- (8) The cost of the audit shall be born by the Payee, unless the audit discloses a material error in the calculation of the Net Smelter Return or Royalty, in which case the Payor shall bear responsibility for the cost of the audit. Without limiting the generality of the foregoing, a discrepancy of one percent or more in the calculation of Net Smelter Return or Royalty shall be deemed to be material.

#### **4. Buy-Down**

Payor will have the right, at any time, to reduce the Royalty from [●]% of Net Smelter Returns to [●]% of Net Smelter Returns for a one time payment of USD\$[●] by Payor to the Payee.

#### **5. Hedging**

In the event that the Payor elects to engage in hedging or price protection activities, including, but not limited to, forward selling, metal loans, stockpiling, future trading or commodity options trading, and any other price hedging, price protection, and speculative arrangement on or off commodity exchanges that may involve any minerals concentrates or metals produced from the Property or any similar such actions (“**Hedging Activities**”), such Hedging Activities and the profits and losses generated from the Hedging Activities, shall not be included in the term “Net Smelter Returns”. All Hedging Activities by the Payor and all profits or losses associated therewith, if any, shall be solely for the Payor’s account.

#### **6. Non-Arms Length Sales**

If any portion of the minerals, metals or concentrates extracted and derived from the ore mined and removed from the Property are sold to a purchaser owned or controlled by the Payor or treated by a smelter owned or controlled by the Payor, the actual proceeds received shall be deemed to be an amount equal to what could be obtained from a purchaser or a smelter not so owned or controlled in respect of minerals, metals or concentrates, as applicable, of like grade, quality and quantity.

#### **7. Confidentiality**

The Payee shall not, without the prior written consent of the Payor, which shall not be unreasonably delayed or withheld, knowingly disclose to any third party data or information obtained pursuant to this Royalty Agreement which is not generally available to the public; provided, however, the Payee may disclose data or information so obtained without consent of the Payor: (a) if required for compliance with laws, rules, regulations or orders of a governmental agency or stock exchange; or (b) to any third party to whom the Payee, in good faith, anticipates selling or assigning their interest in the Property, provided however, that any such third party to whom disclosure is made has a legitimate business need to know the disclosed information, and shall first agree in writing to protect the confidential nature of such information to the same extent the Payee is obligated under this section.

#### **8. Records**

The Payor shall use commercially reasonable efforts to keep or cause to be kept proper books of account, records and supporting materials covering all matters relevant to the mining and extraction and removal of minerals, metals and concentrates from the Property substantiated by engineering data compiled in accordance with generally accepted mining and mine management practices.

All books and records used by the Payor to calculate the Net Smelter Return and Royalty due hereunder shall be maintained in accordance with either Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS), at the Payor's option, varied only by the specific provisions hereof.

## **9. Commingling**

Minerals, metals and concentrates extracted and removed from the Property may be integrated with and operated as a single operation with other mining properties owned by third parties or in which the Payor has an interest, in which event, the parties agree that (notwithstanding separate ownership thereof) all materials mined, extracted and removed from such other mining properties owned by third parties and subsequently milled, treated or otherwise beneficiated for the purpose of removing its mineral content (the "**Third Party Ore**") may be blended and commingled at the time of mining or at anytime thereafter with the minerals, metals or concentrates from the Property, provided however, that such commingling is accomplished only after the quantity, character and mineral content of any minerals have been determined or ascertained by sound assaying or engineering principles consistently applied and provided further that each respective mining property shall bear and have allocated to them the proportionate share of charges and costs described in §1 above as well as the proportionate share of costs and charges affected by the tonnages and respective characteristics of Third Party Ore and other materials mined and beneficiated and the characteristics of such material including the metal content of such minerals, metals or concentrates removed from, and to any special charges relating particularly to Third Party Ores, concentrates or other products or the treatment thereof derived from any such mining properties.

## **10. Weighing Sampling Assaying**

The Payor shall ensure that reasonable customary and usual practices and procedures are adopted and employed for weighing, determining moisture content, sampling and assaying and determining recovery factors for the mineral, metals and concentrates extracted, derived and removed from the Property and Third Party Ores and shall record such data in order to determine the amount of economically recoverable materials extracted or derived from such minerals, metals and concentrates and Third Party Ores. The Payor shall maintain accurate records of the results of such sampling, weighing and analysis and the Payee shall be permitted the right to examine, at all reasonable times and at its own cost, such records relating to any blending and commingling of minerals, metals and concentrates and Third Party Ores.

## **11. Mining Methods**

The Payor shall have the sole and exclusive right to determine the timing, nature, manner and extent of any production from the Property and all related exploration, development, operational and mining activities and may suspend operations and production on the Property at any time it considers prudent or appropriate to do so. Nothing in this Royalty Agreement shall require the Payor to explore, develop or mine or continue operations on the Property or to process ores from the Property. The Payor shall not be responsible for nor be obliged to make any Royalty payments for values lost in any mining or processing of the materials conducted pursuant to customary mining practices. The Payor shall not be required to mine or to preserve or protect the materials which under customary mining practices cannot be mined or shipped at a reasonable profit at the time mined.

## **12. Transfers**

The Payor shall be entitled to transfer the Property or the minerals in situ or the proceeds thereof, or its rights and obligations under this Royalty Agreement to any Person (a "**Transferee**") by any means whatsoever (including by way of Payor or grant of an option of an interest in and to the Property), provided that any Transferee shall have first entered into an agreement with the Payee in form and substance satisfactory to the Payee, acting reasonably, under which the Transferee assumes the

obligations of the Payor under this Royalty Agreement. From and after the execution of such agreement, the Payor will be released from any obligations and liabilities under this Royalty Agreement (to the extent of the interest so Transferred) other than obligations and liabilities existing or accrued as at the time of Transfer.

### **13. Surrender and Abandonment**

The Payor shall be free to surrender, abandon, relinquish or allow to lapse or expire such portions of the Property as it may deem advisable from time to time, provided the Payor provide at least 30 days written notice to the Payee of its intention to do so and shall, if requested by the Payee by written notice to Payor within that period of time, transfer (and, if applicable, deliver duly executed transfers) in the form of an executed quitclaim to the Payee all or any portions of the Property so intended to be dealt with, in consideration for the payment of \$1.00, with each tenure so transferred to be in good standing for at least one year from the date of the original notice from the Payor, in which case any portion of the Property so transferred shall cease to be included in the Property and shall cease to be subject to this Royalty Agreement (and in respect of the foregoing, the Parties shall promptly execute an agreement to amend this Royalty Agreement to remove such portion of the Property so transferred from the list of Property), provided that any such transfer of tenure shall be completed without warranty from the Payor on an "as is where is" basis.

### **14. Royalty Runs with the Land**

The Payor and Payee intend and agree that the Royalty shall be an interest in real property property and that shall burden and run with the Property and shall constitute a property interest of the Payee and shall survive any bankruptcy or insolvency of the Payor. The Payor shall upon request, sign and deliver to the Payee, and the Payee may register or otherwise record against titles to the Property, the form of notice or other document or documents as the Payee may reasonably request, to give notice of the existence of the Royalty to third parties, to secure payment of the Royalty and to protect the Payee's right to receive the Royalty as contemplated herein.

### **15. Exculpation and Indemnity from Payor**

In no event shall the Payee, as the holder of the Royalty, only, be liable to the Payor or to any other person or entity, in or outside the chain of title, in any way for any costs or liabilities incurred by the Payor attributable to the Property.

The Payor hereby covenants and agrees to indemnify, protect, defend and hold the Payee, its successors and assigns, harmless from and against any and all damages or claims for damages for any injury to persons or property, environmental spill, release or contamination, or violation of law, rule or regulation, occasioned by, arising out of, or resulting from operations on the Property, or in connection therewith, by Payor, its agents, servants, employees, independent contractors, successors or assigns.

### **16. Governing Law**

This Royalty Agreement shall be governed by and construed in accordance with the laws of the State of Nevada applicable therein.

## 17. Notices

Each party shall deliver all notices, requests, consents, claims, demands, waivers and other communications under this Royalty Agreement (each, a “**Notice**”) in writing and addressed to the other party at its address set out below (or to any other address that the receiving party may designate from time to time in accordance with this Section). Each party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email of a PDF document (with confirmation of transmission) or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Royalty Agreement, a Notice is conclusively deemed effective only (a) if sent by personal delivery or by courier (all fees prepaid) on the date of actual receipt by the receiving party; if sent by email of a PDF document on the date of transmission if a Business Day or if not a Business Day or after 5:00 p.m. on the date of transmission, on the next following Business Day; or if sent by certified or registered mail (postage prepaid) on the five days after the mailing thereof; and (b) if the party giving the Notice has complied with the requirements of this Section.

To Payor at:

1500-1055 West Georgia Street  
Vancouver, British Columbia  
V6E 4N7

Attention: Colin Moore, CEO  
Email: colin@westwardgold.com

To the Payee at:

1500 – 409 Granville Street  
Vancouver, British Columbia  
V6C 1T2

Attention: Dennis Moore  
Email: dennis@fremontgold.net

With a copy to Paul Hansed at  
paul@fremontgold.net

## 18. Assignment

Further to the terms set forth in §12 herein, neither party may assign its rights under this Royalty Agreement without the consent of the other which may not be unreasonably withheld or conditioned.

Any assignment of this Royalty Agreement or the Royalty payable under this Royalty Agreement shall not be effective against the Payor until the assignee (the “**Royalty Assignee**”) has delivered to the Payor a written and enforceable undertaking whereby the Royalty Assignee agrees to be bound, to the extent of the interest assigned, by all the terms and conditions of this Royalty Agreement that are applicable to the Payee.

### [PAYOR ENTITY]

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

Name:

Title:

### FREMONT GOLD LTD.

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

Name:

Title: