

**Amended and Restated Consulting and Finders Fee Agreement between Lynx Gold Corp. and
Scharfe Holdings Inc.**

AMENDED AND RESTATED CONSULTING AND FINDERS FEE AGREEMENT

THIS CONSULTING AGREEMENT (this "**Agreement**") is made effective as of the 6th day of September 2020 (the "**Effective Date**") and Amended on September 28, 2020.

BETWEEN:

LYNX GOLD CORP., a corporation organized under the laws of British Columbia and having an office at 3363 Mathers Avenue, West Vancouver, British Columbia, V7V 2K6
(the "**Company**")

AND:

Scharfe Holdings Inc., a corporation incorporated under the laws of the Province of British Columbia, and having an address at 488 - 1090 West Georgia Street, Vancouver, BC V6E 3V7
(the "**Consultant**")

WHEREAS the Company wishes to retain the Consultant to provide the Company with certain capital markets advisory services and the Consultant has agreed to provide such services to the Company pursuant to the terms and conditions of this Agreement.

THIS AGREEMENT WITNESSES that, in consideration of the mutual covenants and promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company and the Consultant (each, a "**Party**" and, together, the "**Parties**") agree as follows:

1. APPOINTMENT OF THE CONSULTANT

1.1 Appointment of Consultant

The Company hereby retains the Consultant to provide the Services on the terms and conditions of this Agreement. The Consultant hereby agrees to perform the services described in Schedule "A" (the "**Services**"), which forms a valid and enforceable part of this Agreement.

1.2 Independent Consultant

In providing the Services hereunder, the Consultant will be an independent contractor and not an employee or agent of the Company. Nothing in this Agreement will be deemed to require the Consultant to provide its services exclusively to the Company and the Consultant hereby acknowledges that the

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Company is not required, and will not be required, to make any remittances and payments required of employers by statute on the Consultant's behalf, nor will the Consultant or any of its agents or employees be entitled to the fringe benefits provided by the Company to its employees, if any. The Consultant agrees that it will be required to file corporate and/or individual tax returns and to pay taxes in accordance with all provisions of applicable federal and provincial laws.

1.3 Exclusivity

The Company acknowledges that this Agreement is not exclusive. The Consultant will not be precluded from acting in a function similar to that contemplated under this Agreement or in any other capacity for any other individual or entity, provided such action does not prevent in any way the Consultant from providing the Services or fulfilling its obligations pursuant to this Agreement.

1.4 Status

The Consultant is not a registered securities broker or advisor and shall not perform any act which would require the Consultant to become registered as a securities broker or advisor, as would be required under the applicable legislations policies, and instruments. The Company and the Consultant acknowledge that the Consultant is acting only as a Consultant and not as a broker or advisor.

1.5 Services

The Consultant agrees that the Services shall be performed by Bradley Scharfe and Michael Williams (the "**Key Personnel**") only. The Consultant agrees to cause the Key Personnel to perform the Services in accordance with the terms and conditions of this Agreement. References hereinafter in this Agreement to the Consultant will be deemed to include reference to the Key Personnel. The Company shall provide general directions to the Consultant with respect to the performance of the Services and the Consultant agrees to adhere to such directions, provided they are congruent with the Consultant's ethical, legal and professional obligations.

2. COMPENSATION AND EXPENSES

2.1 Compensation

As a finders fee for introducing the Company to parties to allow it to enter into an agreement to acquire the Millenium Gold Project located in Arizona, U.S.A., the Company agrees to issue the Consultant a finders fee of 1,000,000 shares in the Company (or a parent corporation of the Company) (to be issued no later than November 4, 2020), and as compensation for carrying out the Services, to pay to the Consultant for the twelve months of services during the Initial Term, the amount of CAD \$162,000 which includes GST (the "**Cash Payment**") to be paid as follows:

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- A. As it is contemplated that all the outstanding and issued shares of the Company will be acquired by a company that is listed on a Canadian stock exchange (the "**Pubco**"), \$30,000 due and payable upon the Pubco completing new financing of at least \$1,000,000 of net proceeds after the Company is acquired by Pubco;
- B. \$132,000 in ten monthly payments of \$13,200 commencing on the date the Pubco completes financing of \$2,000,000 in net proceeds to the Pubco after the Company is acquired by the Pubco; and
- C. After the Initial Term, the monthly fee for consulting services shall be CAD\$11,000 per month.

2.2 Expenses

- (a) The Company will reimburse the Consultant for all reasonable out-of-pocket expenses incurred by the Consultant in performing the Services hereunder, including travel expenses and legal expenses, if all such expenses have been pre-approved, in writing, by the Company and the Consultant has provided the Company with proof of their expenditure. Pre-approval of any expense individually or collectively equal to or greater than \$100 is required.
- (b) The Consultant will, on or before the last day of each calendar month during the Term, or as soon as practicable thereafter, provide to the Company an itemized statement and accounting for the previous calendar month, together with such supporting documents as and when the Company may reasonably require, of all expenses which the Company is obligated by this Agreement to reimburse. The Company agrees to reimburse the Consultant for such expenses as noted in section (a) above directly on a timely basis.

3. DURATION, TERMINATION AND DEFAULT

3.1 Term

This Agreement will become effective as of the Effective Date and will remain in force until October 31, 2021 (the "**Initial Term**"). After the Initial Term, this Agreement will continue on a month-to-month basis, until terminated in accordance with Section 3.2 (with the entire term of this Agreement prior to any termination hereof being, the "**Term**").

3.2 Termination

This Agreement may be terminated:

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- (a) by either Party by giving the other Party 30 days' prior written notice, to terminate after the Initial Term, at any such time of such termination; or
- (b) by the Company upon the Consultant failing to perform any of the Services in the manner or within the time required under this Agreement, or committing or permitting a breach of, or default in, any of its duties or obligations hereunder, and failing to cure such failure to perform, breach or default within a period of 15 days after provision of written notice by the Company to the Consultant of such failure to perform, breach or default by the Company.

3.3 Payments on Termination of Engagement

Upon termination of this Agreement under Section 3.2:

- (i) the Consultant will promptly deliver to the Company a final account, reflecting the balance of outstanding compensation owed to the Consultant and expenses incurred on behalf of the Company by the Consultant pursuant to the terms of this Agreement as of the date of termination;
- (ii) the Company will pay to the Consultant, within 15 calendar days of the date of termination, all sums due and payable to the Consultant under this Agreement to the date of termination; and
- (iii) The Consultant will return to the Company any documentation used in the course of completing their Services.

4. REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE CONSULTANT

The Consultant represents, warrants and covenants to and with the Company as follows:

- (a) The Consultant has duly executed and delivered this Agreement and this Agreement constitutes a valid obligation of the Consultant, legally binding upon the Consultant and enforceable in accordance with its terms subject to such limitations and prohibitions in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding up and other laws, rules and regulations of general application affecting the rights, powers, privileges, remedies and interests of creditors, generally;
- (b) The Consultant shall perform the Services in compliance with all Applicable Securities Laws in the jurisdictions in which it is carrying out activities in respect of the Services (the

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“Designated Provinces”). For purposes of this Agreement, "Applicable Securities Laws" means, collectively, the policies of the TSX Venture Exchange or the Canadian Securities Exchange (the "Exchange") and the applicable securities laws, regulations, rules, instruments, rulings, orders and notices of the Designated Provinces, and the applicable policy statements issued by the securities regulators or regulatory authorities in the Designated Provinces and the securities legislation, rules, regulations and published policies of each other jurisdiction in which the Consultant conducts activities in connection with the Services;

- (c) The Consultant will not, without the prior written consent of the Company, distribute or otherwise make available any materials, or make any representations about the Company, its business or its prospects, other than materials specifically provided by the Company to the Consultant for such purpose or the Company's publicly available filings on SEDAR;
- (d) The Consultant will not knowingly make any untrue statement of any material fact regarding the Company, nor knowingly omit to state any material fact required to be stated or necessary to make any statement by the Consultant regarding the Company not misleading in the light of the circumstances in which it was made;
- (e) The Consultant agrees that the representations and warranties of the Consultant herein will be true and correct as of the Effective Date and shall survive all terms of this Agreement; and
- (f) The Consultant makes the representations and warranties set forth in section 4 understanding that the Company believes them to be true and knowing that the Company relies on their veracity, such reliance, if to the Company's detriment, shall constitute a cause of action in law or equity by the Company against the Consultant, the entitlement to which the Company reserves.

5. REPRESENTATIONS BY THE COMPANY

5.1 The Company represents, warrants and covenants to and with the Consultant, as

follows:

- (a) the Company has duly executed and delivered this Agreement and this Agreement constitutes a valid obligation of the Company, legally binding upon the Company and enforceable in accordance with its terms subject to such limitations and prohibitions in applicable laws relating to bankruptcy, insolvency, liquidation, moratorium, reorganization, arrangement or winding up and other laws, rules and regulations of general application affecting the rights, powers, privileges; remedies and interests of creditors, generally;

(b) the Company has been duly incorporated and organized and is a valid and

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subsisting company, and is duly qualified to carry on business, in Ontario and in each other jurisdiction, if any, wherein the carrying out of the activities contemplated makes such qualification necessary; and

- (c) with the exception of forecasts, projections or estimates referred to below, all information and other data relating to the Company furnished by or on behalf of the Company to the Consultant is, or, in the case of historical information, was at the date of preparation, and all information provided to the Consultant after the Effective Date shall, to the best of the Company's knowledge, be true, accurate, complete and correct in all material respects, and does not, did not and will not, as the case may be, contain a Misrepresentation. For the purposes of this section, "Misrepresentation" means an untrue statement of a material fact or an omission to state a material fact that is required to be stated or necessary to prevent a statement that is made from being false or misleading in the circumstances in which it was made.

5.2 The Company agrees that the representations, warranties and covenants of the Company herein will be true and correct as of the Effective Date and shall survive all terms of this Agreement.

5.3 The Company makes the above representations understanding that the Consultant believes them to be true and knowing that the Consultant relies on their veracity, such reliance, if to the Consultant's detriment, shall constitute a cause of action in law or equity by the Consultant against the Company, the entitlement to which the Consultant reserves.

6. CONFIDENTIALITY

6.1 Confidential Information

As it is used in this Agreement, the term "Confidential Information", without limiting the generality of its generally accepted meaning, shall include all information that is non-public, confidential or proprietary in nature disclosed by the Company, any of its affiliates or any of its and its affiliates respective directors, officers, employees, agents, consultants or representatives relating to the business of the Company or its affiliates, including information in respect of the Company's or the Company's affiliates' operations, customers, business and marketing strategies, proprietary technologies and all financial, production, scientific and technical data, methodology, techniques and information, and all analyses, compilations, data, studies, reports or other documents prepared by the Consultant containing or based upon, in whole or in part, any such furnished information, whether in written, oral, electronic or other form, but shall not include: (a) information in the public domain at the time of the Consultant's receipt of that

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information from the Company; (b) information which, after the Consultant's receipt from the Company, becomes a part of the public domain through no act or omission of the Consultant; (c) information which was lawfully within Consultant's knowledge or possession prior to its receipt from the Company; (d) information received in good faith by the Consultant from a third party, who to the knowledge of the Consultant was lawfully in possession of the information, and who was not under a confidentiality obligation owed to the Company in respect of the information; (e) information developed by or on behalf of the Consultant without using any Confidential Information; and (f) information that the parties agree in writing to release from the terms of this agreement.

6.2 Confidentiality

The Consultant agrees that at all times:

- (a) the Consultant will not disclose Confidential Information to any person other than as necessary in carrying out the Services, or as may be required by applicable law or legal process of discovery, in which case the Consultant will obtain the Company's prior written consent;
- (b) the Consultant will take all reasonable precautions to prevent inadvertent disclosure of any Confidential Information disclosed by the Company to the Consultant;
- (c) the Consultant shall not use the Confidential Information for any purpose other than as necessary to carry out the Services; and
- (d) the Consultant will cause the Key Personnel, each of its employees and representatives to comply with the confidentiality obligations provided herein and any breach by any of the Consultant's employees, representatives or Key Personnel of the confidentiality obligations provided herein shall be deemed to be a breach by the Consultant.

7. INDEMNIFICATION

7.1 Indemnification by the Company

The Company hereby agrees to indemnify and hold the Consultant, Key Personnel and its affiliates, and each of their directors, officers, employees and agents (hereinafter referred to as the "Consultant Personnel") harmless from and against any and all losses or damages that may be incurred in relation to any claim, action, or investigation, whether actual or threatened, that arise(s) directly or indirectly in connection with in the performance by the Consultant and the Consultant Personnel of their obligations in accordance with this Agreement (collectively the "Consultant Losses"). The indemnity obligations of the Company shall

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extend upon the same terms and conditions to the Consultant Personnel and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Company, the Consultant and any of the Consultant Personnel. The foregoing indemnity shall survive the termination of this Agreement.

8. MISCELLANEOUS

8.1 Waiver and Consents

No consent, approval or waiver, express or implied, by either Party, to or of any breach or default by the other Party in the performance by the other Party of its obligations hereunder, will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other Party of the same or any other obligations of such other Party under this Agreement. Any failure by a Party to declare the other Party in default of this Agreement, irrespective of how long such failure continues, will not constitute a general waiver by such Party of its rights under this Agreement. The granting of any consent or approval in any one instance by or on behalf of either Party will not be construed to waive or limit the need for such consent in any other or subsequent instance.

8.2 Governing Law

This Agreement, and all matters arising hereunder, will be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein. The Parties hereby irrevocably attorn to the exclusive jurisdiction of the courts of the Province of Ontario.

8.3 Currency

All monetary amounts referred to in this Agreement refer to the lawful money of Canada.

8.4 Enurement

This Agreement will enure to the benefit of, and be binding upon, each of the Parties and their respective heirs, successors and permitted assigns.

8.5 Assignment

This Agreement may not be assigned by either Party except that if the Company is acquired by another company (the “**Acquisition Co**”)

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during the Term, then this Agreement may be assigned in its entirety to Acquisition Co and shares in Acquisition C may be issued to the Consultant in lieu of shares in the Company.

8.6 Entire Agreement and Amendment

This Agreement constitutes the entire agreement between the Parties with respect to its subject matter, and supersedes any prior understandings, undertakings and agreements between the Parties, whether verbal or written, with respect to its subject matter. There are no representations, warranties, forms, conditions, undertakings or collateral agreements, express implied or statutory between the Parties other than as expressly set forth in this Agreement. To be effective, any modification or amendment of this Agreement must be in writing and signed by each of the Parties.

8.7 Headings

The headings of the sections of this Agreement are inserted for convenience of reference only and will not, in any manner, affect the construction or meaning of anything herein contained or govern the rights or liabilities of the Parties.

8.8 Notices

Any notice required or permitted to be given under this Agreement will be in writing and may be given by delivering, sending by email or other means of electronic communication capable of producing a printed copy, or sending by registered mail, the notice to the following address (or to such other address as either Party may specify by notice in writing to the other Party):

If to the Company:

Lynx Gold Corp. 33363 Mathers Avenue, West Vancouver, British Columbia, V7V 2K6
Email: info@lynxgoldcorp.com

If to the Consultant:

Scharfe Holdings Inc., 488 - 1090 West Georgia Street Vancouver, BC V6E 3V7
Email: brad@scharfegroup.com

8.9 Time of the Essence

Time is of the essence to this Agreement.

8.10 Counterparts

This Agreement may be executed in several counterparts deliverable by electronic transmission, each of which will be deemed to be an original, and all of which will, together, constitute one and the same instrument.

8.11 Severability

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In case any provision in this Agreement or the schedules attached hereto shall be held invalid, illegal or unenforceable in a jurisdiction, such provision shall be modified or deleted as to the jurisdiction involved only to the extent necessary to render the same valid, legal and enforceable, and the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby, nor shall the validity, legality or enforceability of such provision be affected thereby in any other jurisdiction.

8.12 Independent Legal Advice

Each of the Parties acknowledges and agrees that:

- (a) The Consultant's counsel has acted as counsel only to the Consultant and the Company confirms that it has been advised to seek, and has sought or has otherwise waived independent legal advice with respect to this Agreement and the documents delivered pursuant thereto and that the Consultant's counsel is not protecting the rights and interests of the Company; and
- (b) To the extent that the Company declines to receive independent legal counsel in respect of this Agreement, the Company hereby waives the right, (should a dispute later develop), to rely on its lack of independent legal counsel to avoid its obligations, to seek indulgences from the Consultant, or to otherwise attack, in whole or in part, the integrity of this Agreement and the documents related to it. This Agreement shall not be construed against any Party by reason of the drafting or preparation thereof.

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IN WITNESS WHEREOF, the Parties have duly executed this Agreement as of the Effective Date and Amended this Agreement as of September 28, 2020.

LYNX GOLD CORP.

Per: /s/ *“William White”*

Name: William White

Title: CEO

SCHARFE HOLDINGS INC.

Per: /s/ *“Brad Scharfe”*

Name: Brad Scharfe

Title: President

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Schedule A

The Consultant will generally provide the following specified advisory and consulting services.

1. General: The Consultant will assist with communications and public relations with existing shareholders, brokers, dealers, other investment professionals, and retail investors in Canada and the USA with primary attention to Canada, as to the Company's current and proposed activities, and to consult with management concerning such Company activities.
2. Presentation Support: The Consultant will advise, consult and assist the Company in developing and implementing appropriate plans and means for presenting the Company and its business plans, strategy and personnel to the financial community, assist in establishing an image for the Company in the financial community, and assist in creating the foundation for subsequent financial public relations efforts. If requested, Consultant will design and create a completely new power point for the Company to ensure that its message and information can be assimilated by its target audience. The Consultant will also review the Company's current power point and make suggestions to enhance the quality of the presentation and message.
3. Introductions and Relations with Financial Community and Investors: The Consultant will assist in making new introductions of the Company to the financial community. With the cooperation and support of the Company and its management and directors, the Consultant will maintain awareness during the term of this Agreement of the Company's plans, strategy and personnel, as they may evolve during such period, and consult and assist the Company in communicating appropriate information regarding such plans, strategy and personnel to the financial community. The Consultant will advise, assist and consult the Company with respect to its (i) relations with stockholders, (ii) relations with brokers, dealers, analysts and other investment professionals, and (iii) financial public relations generally; and perform the functions generally assigned to shareholder relations and public relations departments in major corporations, including responding to telephone and written inquiries (which may be referred to Consultant by the Company);
4. Assistance with Financings: If requested, the Consultant will work directly with the Company and the lead fiscal agents of any financing consortium, to help develop a full logistics plan including domestic and international road shows to support the raising of funds, full development of all marketing (collateral) materials, and arrange for the printing and delivery of all materials during the financing. In many cases, the Consultant will work directly with the Company to develop their own branding and corporate collateral. During the financing process the Consultant will have a full support network in place for the entire duration of the financing to ensure that all needs are met.