

AGENCY AGREEMENT

November 24, 2023

Cameo Resources Inc.
5623 145A Street
Surrey, British Columbia
V3S 8E3

Attention: Mr. Souhail Abi-Farrage, CEO & Director

Dear Sir:

The undersigned, PI Financial Corp. (the "**Agent**") hereby agrees to offer for purchase and sale on a 'commercially reasonable efforts' agency basis and Cameo Resources Inc. (the "**Company**") upon and subject to the terms hereof, agrees to issue and sell through the Agent 7,500,000 common shares of the Company (each, an "**Offered Share**") at a price of \$0.10 per Offered Share for gross proceeds of \$750,000 (the "**Offering**").

The net proceeds of the Offering to the Company shall be used by the Company substantially in accordance with the disclosure set out under "Use of Proceeds" in the Final Prospectus (as hereinafter defined), subject to the qualifications set out therein. All funds received by the Agent for subscription will be held by the Agent until the Offering has been obtained. Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the subscribers if the Offering is not completed as set out in this Agreement.

The Agent understands that the Company has prepared and, concurrently with or immediately after the execution hereof, will file a final long form prospectus and all necessary documents relating thereto and will take all additional steps to qualify the Offered Shares for distribution in British Columbia, Alberta and Ontario (collectively, the "**Qualifying Jurisdictions**"). The Agent intends to make a public offering of the Offered Shares in the Qualifying Jurisdictions upon the terms set forth herein and in the Prospectus (as defined below). The Company acknowledges and agrees that the Agent may offer and sell the Offered Shares to or through any affiliate of the Agent and that any such affiliate may offer and sell the Offered Shares to or through the Agent. The Agent shall be entitled to appoint a soliciting dealer group consisting of other registered dealers acceptable to the Company for the purposes of arranging for purchasers of the Offered Shares.

In consideration of the Agent's services to be rendered in connection with the Offering, the Company shall: (a) pay to the Agent a corporate finance fee of \$22,500 plus GST (the "**Corporate Finance Fee**"), of which \$11,250 plus GST has already been paid to the Agent and the balance of \$11,250 plus GST shall be paid to the Agent at the Closing (as hereinafter defined); (b) pay to the Agent at the Closing a cash commission (the "**Commission**") equal to 10% of the gross proceeds realized by the Company in respect of the sale of the Offered Shares; and (c) issue to the Agent at the Closing, that number of non-transferable compensation options ("**Compensation Options**") equal to 10% of the number of Offered Shares issued under the Offering. The obligation of the Company to pay the Commission shall arise at the Closing Time (as defined herein) against payment for the Offered Shares and the Commission shall be fully earned by the Agent at that time. Each Compensation Option may be exercised by the holder to acquire one common share without par value of the Company (each a "**Compensation Option Share**") at a price of \$0.10 per Compensation Option Share at any time up to 4:30 p.m. (Vancouver time) on the date that is 60 months following the Listing Date.

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

“Agreement” means the agreement resulting from the acceptance by the Company of the offer made hereby;

“Business Day” means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver;

“Canadian Securities Regulators” means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

“Closing” means the completion of the issue and sale by the Company on the Closing Date of the Offered Shares as contemplated by this Agreement;

“Closing Date” means the date of Closing, being such date as the Company and the Agent may agree;

“Closing Time” means 8:30 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as the Company and the Agent, may agree;

“Common Shares” means the common shares of the Company which the Company is authorized to issue, as constituted on the date hereof;

“Company’s Auditors” means such firm of chartered professional accountants as the Company may have appointed or may from time to time appoint as auditors of the Company;

“CSE” means the Canadian Securities Exchange;

“Disclosure Documents” means all of the public documents filed by the Company on SEDAR+;

“Elmira US” means Elmira Capital (US) Corp., a wholly-owned subsidiary of the Company incorporated under the laws of the State of Nevada, United States;

“Elmira US Share” means a share in the capital of Elmira US with no par value;

“Final Prospectus” means the (final) long form prospectus prepared by the Company in accordance with NI 41-101 and relating to the distribution of the Offered Shares, qualifying the distribution of the Offered Shares and Compensation Options, and for which a receipt will be issued by the British Columbia Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators;

“Financial Statements” means the financial statements of the Company included in the Prospectus, including the notes to such statements and the related auditors’ report on such statements, if any;

“Governmental Authority” means any (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

“Incentive Stock Options” means the compensation options to purchase Common Shares granted to certain directors, officers and consultants of the Company pursuant to the stock option plan adopted by the Company on March 16, 2019;

“Indemnitor” has the meaning ascribed thereto in Section 16.1;

“Knowledge”, means the actual knowledge of the party and, in the case of the Company, means the actual knowledge of each of the directors and senior officers of the Company, and in each case, that such party would have had after due inquiry;

“Letter Agreement” means the letter agreement dated March 24, 2023, between the Agent and the Company relating to the Offering;

“Listing Date” means the date on which the Common Shares of the Company are listed on the CSE;

“Marketing Materials” has the meaning ascribed to “marketing materials” in NI 41-101 (including any template version, revised template version or limited use version thereof) provided to a potential investor in connection with the Offering;

“Material Adverse Effect” or **“Material Adverse Change”** means any effect or change on the Company or Elmira US or its business that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Company or Elmira US and its business, taken as a whole, after giving effect to this Agreement and the transactions contemplated hereby or that is or is reasonably likely to be materially adverse to the completion of the transactions contemplated by this Agreement;

“misrepresentation”, **“material fact”**, **“material change”**, **“affiliate”**, **“associate”**, and **“distribution”** shall have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

“MI 11-102” means Multilateral Instrument 11-102 – *Passport System* and its companion policy;

“NI 41-101” means National Instrument 41-101 – *General Prospectus Requirements*;

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

“NI 51-102” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

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

“Offering” means the issuance and sale of the Offered Shares pursuant to this Agreement;

“Offering Documents” has the meaning ascribed thereto in subparagraph 6(a)(iii);

“Passport System” means the system and process for prospectus reviews provided for under MI 11-102 and NP 11-202;

“person” shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

“Personnel” has the meaning ascribed thereto in Section 16.1;

“Preliminary Prospectus” means the amended and restated preliminary long form prospectus dated October 9, 2023, amending and restating a preliminary prospectus dated July 11, 2023, prepared by the Company relating to the distribution of the Offered Shares;

“Property” shall have the meaning ascribed thereto in the Prospectus;

“Prospectus” means, collectively, the Preliminary Prospectus and the Final Prospectus and any amendments thereto;

“Qualifying Jurisdictions” means, collectively, British Columbia, Alberta and Ontario;

“ROFR Notice” has the meaning ascribed thereto in Section 18.1;

“ROFR Termination Date” has the meaning ascribed thereto in Section 18.1;

“Securities” means the Offered Shares and the Compensation Options;

“Securities Laws” means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

“Securities Regulators” means, collectively, the CSE, and the Canadian Securities Regulators;

“SEDAR+” means the System for Electronic Document Analysis and Retrieval +;

“Selling Firm” has the meaning ascribed thereto in paragraph 3(a);

“Standard Term Sheet” has the meaning ascribed to “standard term sheet” in NI 41-101;

“subsidiary” shall have the meaning ascribed thereto in the *Business Corporations Act* (British Columbia);

“Supplementary Material” means, collectively, any amendment to the Final Prospectus, any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Company under the Securities Laws relating to the distribution of the Securities hereunder;

“Technical Report” means the independent NI 43-101 compliant technical report dated June 1, 2023, entitled “*Report on the Bonnie Claire East Lithium Project Southwest Nevada Lithium Belt, Nevada, USA*” prepared by Robert D. Marvin, P.Geol.;

“Transfer Agent” means the registrar and transfer agent of the Company, namely, Odyssey Trust Company;

“United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“U.S. Person” means a “U.S. person”, as such term is defined in Rule 902(k) of Regulation S under the U.S. Securities Act; and

“United States” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia.

TERMS AND CONDITIONS

1. Compliance with Securities Laws. The Company will use its commercially reasonable efforts to cause the Prospectus to be filed with the Canadian Securities Regulators, will deliver all necessary copies of the Prospectus to the Canadian Securities Regulators and will use its best efforts to have the Prospectus accepted by the Canadian Securities Regulators.

2. Due Diligence. Prior to the filing of the Final Prospectus and continuing until the Closing, the Company shall have permitted the Agent to review the Final Prospectus and shall allow the Agent to conduct any due diligence investigations which it reasonably requires in order to fulfill its obligations as an Agent under the Securities Laws and in order to enable it to responsibly execute the certificate in the Final Prospectus required to be executed by it.

3. Distribution and Certain Obligations of the Agent.

- (a) The Agent shall, and shall require any investment dealer or broker (other than the Agent) with which the Agent has a contractual relationship in respect of the distribution of the Offered Shares or who are otherwise offered selling group participation by the Agent (each, a “**Selling Firm**”) to agree to comply with the Securities Laws and all other applicable laws or regulatory requirements in connection with the distribution of the Offered Shares and shall offer the Offered Shares for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Agent shall, and shall require any Selling Firm to, offer for sale to the public and sell the Offered Shares only in those jurisdictions where they may be lawfully offered for sale or sold. The Agent shall: (i) use commercially reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Offered Shares as soon as reasonably practicable; and (ii) promptly notify the Company when, in their opinion, the Agent and the Selling Firms have ceased distribution of the Offered Shares and provide 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 Securities Regulators.
- (b) The Agent shall, and shall require any Selling Firm to agree to, distribute the Offered Shares in a manner which complies with and observes all applicable laws and regulations in each of the Qualifying Jurisdictions they may offer to sell the Offered Shares, or distribute the Prospectus or any Supplementary Material in connection with the distribution of the Offered Shares and will not, directly or indirectly, offer, sell or deliver any Offered Shares or deliver the Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Company to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing, with the consent of the Company, such consent not to be unreasonably withheld, the Agent and any Selling Firm shall be entitled to offer and sell the Offered Shares in such other jurisdictions in accordance with any applicable securities and other laws in such jurisdictions in which the Agent and/or Selling Firms offer the Offered Shares provided that the Company is not required to file a prospectus or other disclosure document or become subject to continuing obligations in such other jurisdictions, in accordance with the provisions of this Agreement.
- (c) For the purposes of this paragraph 3, the Agent shall be entitled to assume that the Offered Shares and Compensation Options are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under the Passport System) following the filing of the Final Prospectus unless otherwise notified in writing.

4. Marketing Materials.

- (a) During the distribution of the Offered Shares:
 - (i) the Company and the Agent, shall approve in writing, prior to the time Marketing Materials are provided to potential investors, a template version of any Marketing

Materials reasonably requested to be provided by the Agent to any such potential investor, such Marketing Materials to comply with Securities Laws. The Company shall file a template version of such Marketing Materials with the Canadian Securities Regulators as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Company and the Agent, and in any event on or before the day the Marketing Materials are first provided to any potential investor of Offered Shares, and such filing shall constitute the Agent's authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version in accordance with NI 41-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Company. The Company shall prepare and file with the Canadian Securities Regulators a revised template version of any Marketing Materials provided to potential investors of Offered Shares where required under Securities Laws;

- (ii) the Company, and the Agent (on its own behalf and on behalf of any Selling Firm), on a several basis (and not joint, nor joint and several), covenant and agree:
 - (A) not to provide any potential investor of Offered Shares with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Company with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Offered Shares; and
 - (B) not to provide any potential investor with any materials or information in relation to the distribution of the Offered Shares or the Company other than: (a) such Marketing Materials that have been approved and filed in accordance with subsection 4(a); (b) the Prospectus; and (c) any Standard Term Sheets approved in writing by the Company and the Agent.

5. Deliveries on Filing and Related Matters.

- (a) The Company shall deliver to the Agent:
 - (i) prior to the filing of the Final Prospectus, a copy of the Final Prospectus in the English language signed and certified by the Company as required by the Securities Laws;
 - (ii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a "long form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent and the directors of the Company from the Company's Auditors with respect to financial and accounting information relating to the Company contained in the Final Prospectus, which letter shall be based on a review by the Company's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any auditors' consent letter or comfort letter addressed to the Canadian Securities Regulators; and
 - (iii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the CSE of the Offered Shares and Compensation Option Shares have been approved for listing subject only to satisfaction by the Company of

customary post-closing conditions imposed by the CSE (the “**Standard Listing Conditions**”).

- (b) The Company shall also prepare and deliver promptly to the Agent signed copies of all Supplementary Material required to be filed by the Company in compliance with the Securities Laws.
- (c) Delivery of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material by the Company shall constitute the representation and warranty of the Company to the Agent that, as at their respective dates of filing:
 - (i) all information and statements (except information and statements relating solely to the Agent and provided by the Agent in writing) contained in the Preliminary Prospectus or the Final Prospectus or any Supplementary Material, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Company and the Offered Shares;
 - (ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Agent) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and
 - (iii) except with respect to any information relating solely to the Agent and provided by the Agent in writing, such documents comply in all material respects with the requirements of the Securities Laws.

Such deliveries shall also constitute the Company’s consent to the Agent’s use of the Final Prospectus and any Supplementary Material in connection with the distribution of the Offered Shares in the Qualifying Jurisdictions.

- (d) The Company shall cause commercial copies of the Final Prospectus and any Supplementary Material to be delivered to the Agent without charge, in such numbers and in such cities as the Agent may reasonably request by written instructions to the Company’s financial printer of the Final Prospectus and any Supplementary Material given forthwith after the Agent has been advised that the Company has complied with the Securities Laws in the Qualifying Jurisdictions. Such delivery shall be effected as soon as possible and, in any event, on or before 4:30 p.m. (Vancouver time) on a date which is two Business Days after the Canadian Securities Regulators have issued a receipt for the Final Prospectus, and on or before 4:30 p.m. (Vancouver time) on a date which is two Business Days after the Canadian Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material.

6. Material Changes.

- (a) During the period prior to the Agent notifying the Company of the completion of the distribution of the Offered Shares, the Company shall promptly inform the Agent (and if requested by the Agent, confirm such notification in writing) of the full particulars of:
 - (i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations or capital of the Company taken as a whole;

- (ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Preliminary Prospectus or the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents; and
 - (iii) any change in any material fact contained in the Final Prospectus or any Supplementary Material (collectively, the “**Offering Documents**”) or whether any event or state of facts has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Securities Laws.
- (b) The Company will comply with Section 57 of the *Securities Act* (Ontario) and with the comparable provisions of the other Securities Laws, and the Company will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Offered Shares for distribution in each of the Qualifying Jurisdictions.
- (c) In addition to the provisions of subparagraphs 6(a) and 6(b) hereof, the Company shall in good faith discuss with the Agent any change, event or fact contemplated in subparagraphs 6(a) and 6(b) which is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agent under subparagraph 6(a) hereof and shall consult with the Agent with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Company, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agent and its counsel, acting reasonably and without undue delay.
- (d) If during the period of distribution of the Offered Shares there shall be any change in Securities Laws which, in the opinion of the Agent, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agent, the Company shall, to the satisfaction of the Agent, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

7. Covenants of the Company. The Company hereby covenants to the Agent that the Company:

- (a) will advise the Agent, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably satisfactory to the Agent of each such filing and copies of such receipts;
- (b) will advise the Agent, promptly after receiving notice or obtaining knowledge thereof, of:
 - (i) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;
 - (ii) the institution, threatening or contemplation of any proceeding for any such purposes;
 - (iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Offered

Shares) has been issued by any Securities Regulator or the institution, threatening or contemplation of any proceeding for any such purposes; or

- (iv) any requests made by any Canadian Securities Regulators for amending or supplementing the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in (i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;
- (c) except to the extent the Company participates in a merger or business combination transaction which the Company's board of directors determines is in the best interest of the Company and following which the Company will be in a position to apply to Canadian Securities Regulators to cease to be a "reporting issuer", will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of the Securities Laws of each of the Qualifying Jurisdictions to the date which is 60 months following the Closing Date;
- (d) except to the extent the Company participates in a merger or business combination transaction which the Company's board of directors determines is in the best interest of the Company and following which the Company is not listed on the CSE, the Company will use its commercially reasonable efforts to maintain the listing of the Common Shares on the CSE or such other recognized stock exchange or quotation system as the Agent may approve, acting reasonably, to the date that is 60 months following the Closing Date so long as the Company meets the minimum listing requirements of the CSE or such other exchange or quotation system;
- (e) at all times until the completion of the distribution of the Offered Shares or the date on which the Agent has exercised their termination rights pursuant to Section 13, the Company will, to the satisfaction of counsel to the Agents, promptly take or cause to be taken all additional steps and proceedings that may be required from time to time under Securities Laws of the Qualifying Jurisdictions to continue to so qualify the Offered Shares and the Compensation Options;
- (f) during the distribution of the Offered Shares, the Company will consult with the Agent and promptly provide to the Agent drafts of any press releases of the Company for review by the Agent and the Agent's counsel prior to issuance, provided that any such review will be completed in a timely manner; and
- (g) will use the net proceeds of the Offering contemplated herein in the manner and subject to the qualifications described in the Prospectus under the heading "Use of Proceeds".

8. Representations and Warranties of the Company. The Company represents and warrants to the Agent that each of the following representations and warranties is true and correct on the date of this Agreement:

- (a) Incorporation and Organization: The Company has been incorporated or formed, as the case may be, is organized and is a valid and subsisting corporation or partnership, as the case may be, under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.
- (b) Extra-provincial Registration. The Company will, on or before the Closing Date, be licensed, registered or qualified as an extra-provincial foreign corporation or an extra provincial partnership, as the case may be, in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it

make such licensing, registration or qualification necessary and is carrying on the business thereof in material compliance with all applicable laws, rules and regulations of each such jurisdiction.

- (c) Authorized Capital: The Company is authorized to issue an unlimited number of Common Shares of which, as of the date of this Agreement, 21,540,001 Common Shares are issued and outstanding as fully paid and non-assessable shares.
- (d) Subsidiaries:
 - (i) Other than Elmira US, the Company does not have any subsidiaries;
 - (ii) Elmira US has been incorporated or formed, as the case may be, organized and is a valid and subsisting corporation or partnership, as the case may be, under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.
 - (iii) Elmira US has not committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.
 - (iv) As of the Date of this Agreement, Elmira US has 10,000 Elmira US Shares issued and outstanding as fully paid and non-assessable shares, of which, the Company is the direct or indirect legal, registered and beneficial owner of all 10,000 Elmira US Shares, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims and demands whatsoever. All of such shares or equity interests in the capital of Elmira US have been duly authorized and validly issued and are outstanding as fully paid and non-assessable shares or equity interests, and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Company of any interest in any of such shares or equity interests for the issue or allotment of any unissued shares or other equity interests in the capital of Elmira US or any other security convertible into or exchangeable for any such shares or equity interests.
- (e) Not a Control Person. Other than Elmira US, the Company does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations.
- (f) Listing: The Company has made an application to the CSE so that at the time of issue, the Offered Shares and Compensation Option Shares will have been conditionally approved for listing on the CSE, subject only to the Standard Listing Conditions.
- (g) Certain Securities Law Matters: The Company and Elmira US are not reporting issuers or the equivalent thereof in any jurisdiction and are not in default of any material requirement of the Securities Laws. The Company is not required to file reports with the United States

Securities and Exchange Commission pursuant to Section 13(a) or Section 15(d) of the *U.S. Exchange Act*.

- (h) No Shareholders Agreement: The Company and Elmira US are not a party to, and do not have Knowledge of, any shareholders agreement or similar agreement affecting the business, affairs or governance of the Company or Elmira US or the rights of shareholders of the Company or Elmira US (including, without limitation, the ability of such shareholders to transfer or vote their shares).
- (i) Rights to Acquire Securities: Other than 1,050,000 Incentive Stock Options to be granted to certain directors, officers and consultants of the Company as disclosed by the Company in the Prospectus, no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued Common Shares or other securities of the Company.
- (j) No Pre-emptive Rights: The issue of the Offered Shares will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Company or to which the Company is subject.
- (k) Prospectus: The Prospectus contains full, true and plain disclosure of all material facts in relation to the Company, Elmira US, and the business and securities of the Company and Elmira US, and will contain no misrepresentations and will be accurate in all material respects and will omit no fact, the omission of which will make such representations misleading or incorrect. There is no fact known to the Company which the Company has not disclosed in the Prospectus or its Disclosure Documents, which results in a Material Adverse Effect, or so far as the Company can reasonably foresee, will have a Material Adverse Effect or materially adversely affect the ability of the Company or Elmira US to perform its obligations under this Agreement.
- (l) Forward-Looking Information: All forward-looking information and statements of the Company contained in Disclosure Documents, and the assumptions underlying such information and statements, subject to any qualifications contained therein, was reasonable in the circumstances as at the date on which such statements and assumptions were made.
- (m) Market Data: All market, industry and economic related data included in the Disclosure Documents was derived from sources which the Company reasonably believes to be accurate, reasonable and reliable, and such data is consistent with the sources from which it was derived.
- (n) Public Filings: As of their respective dates, the Disclosure Documents complied in all material respects with the then applicable requirements of the applicable Laws and, at the respective times they were filed, none of the Disclosure Documents contained any untrue statement of a material fact or omitted to state a material fact required to be stated therein or necessary to make any statement therein, in light of the circumstances under which it was made, not misleading. The Company has not filed any confidential disclosure reports which have not at the date hereof become public knowledge.
- (o) No Significant Acquisition: The Company has not completed a 'significant acquisition' (as such term is defined in NI 51-102) requiring disclosure in the Prospectus.
- (p) Transfer Agent: The Transfer Agent has been appointed by the Company as the registrar and transfer agent for the Common Shares.

- (q) Issue of Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery of certificates representing, the Offered Shares and Compensation Options and, upon fulfillment of the exercise requirements thereof, including payment of the requisite consideration therefor, the Compensation Option Shares will be validly issued as fully paid and non-assessable Common Shares.
- (r) Consents, Approvals and Conflicts: None of the Offering and sale of the Offered Shares, the execution and delivery of this Agreement or the Prospectus, the compliance by the Company with the provisions of this Agreement or the consummation of the transactions contemplated herein and therein including, without limitation, the issue of the Offered Shares upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Agent with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under the Securities Laws of any of the Qualifying Jurisdictions and the policies of the CSE and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the Company or Elmira US is a party to or by which it or any of the properties or assets thereof is bound, or the articles or any other constating document of the Company or Elmira US or any resolution passed by the directors (or any committee thereof) or shareholders of the Company or Elmira US, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Company or Elmira US or any of the properties or assets thereof which could have a Material Adverse Effect.
- (s) Authority and Authorization: The Company has all requisite corporate power and capacity to enter into this Agreement and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereunder and the Company has taken, or will have taken before Closing, all necessary corporate action to authorize the execution, and delivery of, and performance of its obligations under, this Agreement and to observe and perform its obligations under this Agreement in accordance with the provisions thereof including, without limitation, the issue of the Offered Shares and Compensation Options upon the terms and conditions set forth herein.
- (t) No Material Adverse Change: Subsequent to March 24, 2023, there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change except as disclosed in the Prospectus.
- (u) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with the terms hereof, except in any case as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (v) Material Contracts: All contracts and agreements material to the Company and Elmira US, other than those entered into in the ordinary course of business as presently conducted, have been disclosed in the Prospectus.

- (w) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Company or Elmira US or prohibiting the issue and sale of securities by the Company or Elmira US is issued and outstanding and no proceedings for either of such purposes have been instituted or are pending, contemplated or threatened.
- (x) Accounting Controls: The Company maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Company; (ii) that transactions are recorded as necessary to permit the preparation of consolidated financial statements for the Company in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) that access to assets of the Company is permitted only in accordance with the general or a specific authorization of management or directors of the Company; (iv) that the recorded accountability for assets of the Company is compared with the existing assets of the Company at reasonable intervals and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Company's assets that could have a material effect on its financial statements or interim financial statements.
- (y) Financial Statements: The Company's audited financial statements for the fiscal year ended August 31, 2022 (the "**Audited Financial Statements**"), and all notes thereto and the Company's interim financial statements for the period ended May 31, 2023, and all notes thereto: (i) comply as to form in all material respects with the requirements of the applicable Securities Laws, (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with International Financial Reporting Standards, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Company, and, except as disclosed in the Prospectus there has been no change in accounting policies or practices of the Company since August 31, 2022.
- (z) Contingent Liabilities: The Company does not have any liabilities, obligations, indebtedness or commitments, including under any guarantee of any debt, and the Company has not made any loans to or guaranteed the obligations of any person whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements, other than liabilities, obligations or indebtedness or commitments, which would not, individually or in the aggregate, have a Material Adverse Effect.
- (aa) Off-Balance Sheet Transactions: There are no material off-balance sheet transactions, arrangements, obligations or liabilities of the Company or its subsidiaries whether direct, indirect, absolute, contingent or otherwise which are required to be disclosed and are not disclosed or reflected in the Financial Statements.
- (bb) Auditors: The Company's Auditors who audited the Audited Financial Statements and who provided their audit report thereon are independent public accountants as required under applicable Securities Laws and there has not, during the last two financial years, been a reportable event (within the meaning of NI 51-102) between the Company and any such auditor.
- (cc) Audit Committee: The audit committee of the Company is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees of the Canadian Securities Administrators*.

- (dd) Changes in Financial Position: Other than as disclosed in the Prospectus, since December 31, 2021, the Company has not:
- (i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
 - (ii) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and
 - (iii) entered into any material transaction or made a significant acquisition.
- (ee) Insolvency: The Company has not committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.
- (ff) No Contemplated Changes: Each of the Company and Elmira US has not approved or entered into any agreement in respect of, or have any Knowledge of:
- (i) the purchase of any material property or assets or any interest therein or, other than as disclosed in the Prospectus, the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Company or Elmira US whether by asset sale, transfer of shares or otherwise;
 - (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Company or Elmira US or otherwise) of the Company or Elmira US; or
 - (iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Company or Elmira US.
- (gg) Taxes and Tax Returns: Each of the Company and Elmira US has filed in a timely manner all necessary tax returns and notices that are due and has paid all applicable taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and the Company and Elmira US are not aware of any tax deficiencies or interest or penalties accrued or accruing, or alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect 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 any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or pending against the Company or Elmira US which could reasonably be expected to result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and each of the Company or Elmira US has withheld (where applicable) from each payment to each of the present and former officers, directors,

employees and consultants thereof 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.

- (hh) Compliance with Laws, Licenses and Permits: Each of the Company and Elmira US has conducted and is conducting its businesses thereof in compliance in all material respects with all applicable laws, rules, regulations, tariffs, orders and directives of each jurisdiction in which it carries on business, including, but not limited to, NI 43-101, and possesses all material approvals, consents, certificates, registrations, authorizations, permits and licenses issued by the appropriate provincial, state, municipal, federal or other regulatory agency or body necessary to carry on the business currently carried on by it, is in compliance in all material respects with the terms and conditions of all such approvals, consents, certificates, authorizations, permits and licenses and with all laws, regulations, tariffs, rules, orders and directives material to the operations thereof, and each of the Company and Elmira US has not received any notice of the modification, revocation or cancellation of, or any intention to modify, revoke or cancel or any proceeding relating to the modification, revocation or cancellation of any such approval, consent, certificate, authorization, permit or license which, singly or in the aggregate, if the subject of an unfavourable decision, order, ruling or finding, would have a Material Adverse Effect.
- (ii) Agreements and Actions: Each of the Company and Elmira US is not in violation of any term of any constating document thereof in any material respect. Each of the Company and Elmira US is not in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect. The Company is not in default in the payment of any material obligation owed which is now due, if any, and there is no action, suit, proceeding or investigation commenced, threatened or pending which, either in any case or in the aggregate, could reasonably be expected to result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement or any document or instrument delivered, or to be delivered, by the Company or Elmira US, as applicable, pursuant hereto.
- (jj) Property: The Property is the only mineral property which the Company currently considers to be "material" in which the Company has an interest. The Company is the absolute legal and beneficial owner of and has good and marketable title to, the interest in the Property or assets as described in the Prospectus, and except as disclosed in the Prospectus, such interests are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other property rights are necessary for the conduct of the activities of the Company on the Property as currently conducted, except as disclosed in the Prospectus, and the Company and Elmira US does not know of any claim or the basis for any claim that might or could reasonably be expected to materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights, except as disclosed in the Prospectus.
- (kk) Property Agreements: Any and all of the agreements and other documents and instruments pursuant to which the Company and/or Elmira US holds the Property (including any interest in, or right to earn an interest in, the Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Company and/or Elmira US, as applicable, in accordance with the terms thereof; the Company and/or Elmira US are not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and the Property is in good standing under the applicable statutes and regulations of the jurisdictions in which it is situated; all material leases, licences and claims pursuant to which the Company and/or Elmira US derives the interests in such property and assets are

in good standing and there has been no material default under any such lease, licence or claim. The Property (or any interest in, or right to earn an interest in, the Property) is not subject to any right of first refusal or purchase or acquisition right which is not disclosed in the Prospectus.

- (ll) Property Rights: The Company and Elmira US hold rights to certain mining concessions in the United States (the "**Property Rights**") in respect of the minerals located on the Property under valid, subsisting and enforceable documents sufficient to permit the Company and Elmira US to explore for and exploit the minerals relating thereto, all concessions, leases or claims and permits relating to the Property in which the Company and Elmira US have 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 the Prospectus; the Company and Elmira US has all surface rights, access rights and other necessary rights and interests relating to the Property as are appropriate in view of the rights and interest therein of the Company and Elmira US and necessary for the Company and Elmira US' current activities thereon, with only such exceptions that do not materially interfere with the use made by the Company of the rights or interest so held, and, except as would not reasonably be expected to have a Material Adverse Effect, each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in all material respects in the name of the Company, Elmira US or its contractual partners; the Company and Elmira US does not have any responsibility or obligation to pay any material commission, royalty, licence, fee or similar payment to any person with respect to the property rights thereof other than as disclosed in the Prospectus. The description of the Property Rights, as disclosed generally in the Prospectus, constitutes an accurate and complete description of all material Property Rights held by the Company, Elmira US or its contractual partners,
- (mm) Mining Works: All assessments or other work required to be performed in relation to the mining claims and the mining rights of the Company and Elmira US in order to maintain the Property Rights to date, if any, have been performed to date and the Company and Elmira US have complied in all material respects with all applicable governmental laws, regulations and policies in this regard as well as with regard to legal, contractual obligations to third parties in this regard except in respect of mining claims and mining rights that the Company or Elmira US intends 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 material respects as of the date of this Agreement.
- (nn) No Aboriginal or Indigenous Claims: There are no material claims or actions with respect to aboriginal or indigenous rights currently threatened or pending in respect of the Property or any of the properties or assets of the Company or Elmira US. The Company and Elmira US are not aware of any material land entitlement claims or aboriginal land claims having been asserted or any legal actions relating to aboriginal or community issues having been instituted in respect of the Property or any of the properties or assets of the Company and Elmira US, and no material dispute in respect of the Property or any of the properties or assets of the Company and Elmira US, with any local or aboriginal or indigenous group exists or is threatened or imminent in respect of the Property or any of the properties or assets of the Company and Elmira US, or any activities on either such property or asset.
- (oo) Community Relationships: The Company and Elmira US each maintains, and reasonably expects to maintain, good relationships with the communities and persons affected by or located on the Property, in all material respects, and there are no complaints, issues, proceedings, or discussions, which are ongoing or anticipated which could have the effect of interfering with, delaying or impairing the ability to explore, develop, exploit or otherwise

operate the Property, and the Company and Elmira US do not anticipate any issues or liabilities to arise on the Property, in respect of any mining activity that, respectively, has adversely affected, or would adversely affect, the Company or Elmira US' ability to explore, develop, exploit or otherwise operate the Property.

- (pp) Government Relationships: The Company and Elmira US each maintains, and reasonably expects to maintain, a good relationship with all Governmental Authorities in the jurisdictions in which the Property is located, or in which such parties otherwise carry on their business or operations. All such government relationships are intact and mutually cooperative and there exists no condition or state of fact or circumstances in respect thereof, that would prevent the Company or Elmira US from conducting their business and all activities in connection with the Property proposed to be conducted by the Company and Elmira US as described in the Prospectus, and there exists no actual or threatened termination, limitation or other adverse modification in any such relationships with such Governmental Authorities.
- (qq) Exploration Information: The Company has provided the Agent with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Property and the Company and Elmira US has the sole right, title and ownership of all such information, data, reports and studies.
- (rr) Operations: All operations on the Property have been conducted in all respects in accordance with industry-standard mining, exploration and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with.
- (ss) Preparation of Technical Report: Each of the Company and Elmira US has made available to the author of the Technical Report prior to the issuance thereof, for the purpose of preparing the Technical Report, all information requested, and no such information contained any material misrepresentation as at the relevant time the relevant information was made available; except as otherwise disclosed in the Prospectus.
- (tt) Content of Technical Report: The Technical Report accurately and completely sets forth all material technical and scientific information relating to the Property as at the date of such report; since the date of preparation of the Technical Report there has been no change, except as otherwise disclosed in the Prospectus, that would disaffirm or change any aspect of the Technical Report in any material respect.
- (uu) NI 43-101: Each of the Company and Elmira US is in compliance with NI 43-101 in all material respects in connection with the Property and, other than the Property, the Company and Elmira US do not hold any interest in a mineral property that is material to the Company for the purposes of NI 43-101.
- (vv) Requisite Skill: Each of the Company and Elmira US has sufficient personnel with the requisite skills to effectively carry out the business plan of the Company and Elmira US as contemplated in the Prospectus.
- (ww) Legislation: The Company is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it reasonably anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Company.

- (xx) No Defaults: Each of the Company and Elmira US is not in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Company or Elmira US is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.
- (yy) Expropriation: No property or asset of the Company or Elmira US has been taken or expropriated by any Governmental Authority and no notice or proceeding in respect of such expropriation has been given or commenced or is there any intent or proposal to give any such notice or commence any such proceeding.
- (zz) Compliance with Employment Laws: Each of the Company and Elmira US is in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning the Company or result in a Material Adverse Effect, and has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, complaint or grievance pending or threatened against the Company or Elmira US, no union representation question exists respecting the employees of the Company or Elmira US and no collective bargaining agreement is in place or currently being negotiated by the Company or Elmira US, the Company and Elmira US have not received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Company or Elmira US carries on business or has employees, other than as disclosed in the Prospectus, no employee has any agreement as to the length of notice required to terminate his or her employment with the Company or Elmira US in excess of 12 months or equivalent compensation and all benefit and pension plans of the Company and Elmira US are funded in accordance with applicable laws and no past service funding liability exist thereunder.
- (aaa) Employee Plans: Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, pension, incentive or otherwise contributed to, or required to be contributed to, by the Company or Elmira US for the benefit of any current or former officer, director, employee or consultant of the Company or Elmira US has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.
- (bbb) Insurance: The Company and/or Elmira US maintain policies of insurance naming the Company or Elmira US as insured in amounts and in respect of such risks as are normal and usual for companies of a similar size and business and such policies are in full force and effect as of the date hereof and shall not be cancelled or otherwise terminated as a result of the Offering.
- (ccc) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Company or Elmira US have been accurately reflected in the books and records of the Company or Elmira US.

- (ddd) Work Stoppage: There has not been, and there is not currently, any labour trouble which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect.
- (eee) COVID: Except as mandated by or in conformity with the recommendations of a Governmental Authority, which government mandates have not materially affected the Company, there have been no closure or suspension of the operations or workforce productivity of the Company or Elmira US as a result of the novel coronavirus (COVID-19) disease outbreak.
- (fff) Environmental Compliance:
- (i) The property, assets and operations of the Company and Elmira US comply in all material respects with all applicable Environmental Laws (which term means and includes, without limitation, any and all applicable federal, provincial, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, or any Environmental Activity (which term means and includes, without limitation, any past or present activity, event or circumstance in respect of a Contaminant (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater)).
 - (ii) The Company and Elmira US have obtained all material licences, 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 currently carried on by the Company and Elmira US, and each Environmental Permit is valid, subsisting and in good standing. The Company and Elmira US is not in material default or breach of any Environmental Permit and no proceeding is pending or threatened to revoke or limit any Environmental Permit.
 - (iii) The Company and Elmira US do not have any Knowledge of, and has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may materially affect, the Company, Elmira US or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Company and Elmira US are not aware of any facts which could give reasonably be expected to give rise to any such claim or judicial or administrative proceeding and the Company, Elmira US nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority.
 - (iv) The Company and Elmira US have not given or filed any notice under any federal, provincial or local law with respect to any Environmental Activity, the Company and

Elmira US do not have any material liability (whether contingent or otherwise) in connection with any Environmental Activity and no notice has been given under any federal, state, provincial or local law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Company, Elmira US or the property, assets, business or operations thereof.

- (v) The Company and Elmira US do not store any hazardous or toxic waste or substance on the property thereof and has not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws and there are no Contaminants on any of the premises at which the Company or Elmira US carries on business, in each case other than in compliance with Environmental Laws.
- (vi) The Company and Elmira US are not subject to any contingent or other material liability relating to non-compliance with Environmental Law.
- (ggg) Environmental Audits: There are no environmental audits, evaluations, assessments, studies or tests relating to the Company or Elmira US except for ongoing assessments conducted by or on behalf of the Company or Elmira US in the ordinary course.
- (hhh) Notice of Restrictions on Business: Each of the Company and Elmira US have not received notice from any Governmental Authority or regulatory authority of any jurisdiction in which it carries on a material part of its business, or owns or leases any material property, of any restriction on its ability to or of a requirement for it to qualify to, nor is it otherwise aware of any restriction on its ability to or of a requirement for it to qualify to, conduct its business as currently conducted or as currently contemplated to be conducted in the future in such jurisdiction, except that would not result in a Material Adverse Effect.
- (iii) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or threatened against any of the property or assets thereof, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of any of them to perform the obligations thereof hereunder and the Company and Elmira US are not subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of the Company or Elmira US to perform its obligations under this Agreement.
- (jjj) Unlawful Payments: Each of the Company and Elmira US has not nor has any director, officer, agent, employee or other person associated with or acting on behalf of the Company or Elmira US: (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (kkk) Anti-Money Laundering and Unlawful Payments:
 - (i) the operations of the Company and Elmira US are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the

jurisdictions in which the Company and Elmira US conducts business, the rules and regulations thereunder and any related or similar rules or regulations, issued, administered or enforced by any governmental agency (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or Elmira US with respect to the Anti-Money Laundering Laws is pending or threatened;

- (ii) each of the Company and Elmira US has not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Company, Elmira US and each of their operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation; and
 - (iii) the Company, Elmira US and any director, officer, agent, employee, affiliate or person acting on behalf of the Company or Elmira US has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Company and Elmira US will not directly or indirectly use any proceeds of the distribution of the Offered Shares or lend, contribute or otherwise make available such proceeds to the Company, Elmira US or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States.
- (III) Intellectual Property: Each of the Company and Elmira US owns or possesses adequate enforceable rights to use all trademarks, copyrights and trade secrets used or proposed to be used in the conduct of the business thereof and after due inquiry, the Company and Elmira US are not infringing upon the rights of any other person with respect to such trademarks, copyrights or trade secrets and no other person has infringed any such trademarks, copyrights or trade secrets.
- (mmm) Non-Arm's Length Transactions: Except as disclosed in the Prospectus and to the Agent, each of the Company and Elmira US does not owe any amount to, nor has the Company or Elmira US made any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at “arm's length” (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Company and Elmira US. Except for usual employee or consulting arrangements made in the ordinary and normal course of business, and except as described in the Prospectus, each of the Company and Elmira US is not a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Company and Elmira US. Except as described in the Prospectus, no officer, director, employee or securityholder of the Company or Elmira US has any cause of action or other claim whatsoever against, or owes any amount to, the Company or Elmira US except for claims in the ordinary course of the business of the

Company such as for accrued vacation pay or other amounts or matters which would not be material to the Company.

- (nnn) Minute Books: The minute books of the Company and Elmira US have been or will be made available to the Agent or counsel to the Agent, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material in the context of the Company and Elmira US, on a consolidated basis.
- (ooo) Commission: Other than the Agent, there is no person acting or purporting to act at the request or on behalf of the Company or Elmira US that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement as a result of actions taken by the Company or Elmira US.
- (ppp) No Withholding of Public Information: Each of the Company and Elmira US have not withheld from the Agent any fact or information relating to the Company, Elmira US or to the Offering that would reasonably be expected to be material to the Agent.

9. Representations and Warranties of the Agent. The Agent represents, warrants and covenants to and with the Company that:

- (a) it is a valid and subsisting corporation and in good standing under the law of the jurisdiction in which it was incorporated;
- (b) the Agent holds all registrations, licenses and permits that are required for carrying on its business in the manner in which such business has been carried on to sell the Offered Shares in the Qualifying Jurisdictions, and the Agent has the corporate power and capacity to carry on the business carried on by it and the Agent is duly qualified to carry on business in the Qualifying Jurisdictions
- (c) 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;
- (d) this Agreement has been authorized, executed and delivered by the Agent and constitutes a valid and legally binding obligation of the Agent enforceable against the Agent in accordance with the terms hereof, except in any case as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (e) it is a broker registered under the Securities Laws;
- (f) the Agent is, and will remain until the completion of the Offering, appropriately registered under Securities Laws so as to permit it to lawfully fulfil its obligations hereunder and the Agent is and will remain until the completion of the Offering, a participating organization of the CSE in good standing; and
- (g) it will sell the Offered Shares in compliance with the Securities Laws.

10. Closing Deliveries. The purchase and sale of the Offered Shares shall be completed at the Closing Time electronically or at such place as the Agent and the Company may agree. At or prior to the Closing Time, the Company shall duly and validly deliver to the Agent:

- (a) one or more certificate(s) (whether in definitive form or electronic form deposited via CDS Clearing and Depository Services Inc.) representing the Offered Shares, registered in such name or names as the Agent may notify the Company in writing not less than 48 hours prior to Closing;
- (b) one or more certificate(s) representing the Compensation Options, registered in such name or names as the Agent may notify the Company in writing not less than 48 hours prior to closing;

against payment by the Agent to the Company, at the direction of the Company, in lawful money of Canada by certified cheque or wire transfer an amount equal to the aggregate purchase price for the Offered Shares, as the case may be, being issued and sold hereunder less the Commission, the balance of the Corporate Finance Fee, being \$11,812.50 and all of the estimated out-of-pocket expenses of the Agent payable by the Company to the Agent in accordance with paragraph 17 hereof.

11. Agent's Conditions. The obligation of the Agent to complete the transactions contemplated by this Agreement at the Closing Time shall be subject to the following conditions (it being understood that the Agent may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agent any such waiver or extension must be in writing):

- (a) the Agent shall have received an opinion, dated the Closing Date and subject to customary qualifications, of Fang & Associates, Barristers & Solicitors, the Company's legal counsel, addressed to the Agent and their legal counsel as to all legal matters reasonably requested by the Agent relating to the Company and the creation, issuance and sale of the Offered Shares or, instead of rendering opinions relating to the laws of the Qualifying Jurisdictions other than British Columbia or elsewhere, the Company's solicitors may engage one or more legal counsel in the Qualifying Jurisdictions or elsewhere to provide such local counsel opinions as may be necessary;
- (b) the Agent shall have received a bring-down comfort letter dated on or about the Closing Date from Thorsteinssons LLP with respect to the tax commentary included in the section of the Prospectus entitled "Eligibility for Investment" addressed to the Agent and its legal counsel, in form and content acceptable to the Agent, acting reasonably; which, for the avoidance of doubt, shall certify and confirm that the opinion of Thorsteinssons LLP in the section of the Prospectus entitled "Eligibility for Investment" continues to be valid as of the Closing Date;
- (c) the Agent shall have received an opinion dated on or about the Closing Date from the Company's local counsel in respect of the title to the Property addressed to the Agent and its legal counsel, in form and content acceptable to the Agent, acting reasonably;
- (d) the Agent shall have received an opinion dated on or about the Closing Date from the Company's local counsel in respect of (i) the incorporation and existence of Elmira US, (ii) Elmira US having the requisite corporate power and capacity to carry on its business as presently carried on and to own, lease and operate its properties and assets, (iii) the authorized and issued capital of Elmira US and the ownership thereof; and (iv) Elmira US conducting its business in compliance in all material respects with all applicable laws and regulations of the jurisdiction in which it is registered;

- (e) the Agent shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Company signing this Agreement or any document delivered hereunder;
- (f) the Agent shall have received a certificate, dated the Closing Date, of such two senior officers of the Company as are acceptable to the Agent, acting reasonably, addressed to the Agent and its counsel to the effect that, to the best of their Knowledge, information and belief, after due enquiry and without personal liability:
 - (i) the representations and warranties of the Company in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Company has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time;
 - (ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Qualifying Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and no proceedings, investigations or enquiries for that purpose have been instituted or are pending;
 - (iii) the notice of articles and articles of the Company delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;
 - (iv) the minutes or other records of various proceedings and actions of the Company's Board of Directors relating to the Offering and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and
 - (v) subsequent to the respective dates as at which information is given in the Prospectus, there has not been a Material Adverse Change other than as disclosed in the Prospectus or any Supplementary Material, as the case may be.
- (g) the Agent shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent and the directors of the Company from the Company's Auditors confirming the continued accuracy of the comfort letter to be delivered to the Agent pursuant to subparagraph 5(a)(ii) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Agent, acting reasonably;
- (h) the Offered Shares and the Compensation Option Shares shall have been approved for listing on the CSE, subject only to the official notices of issuance and fulfilment of the Standard Listing Conditions;
- (i) the Agent and its counsel shall have been provided with information and documentation, reasonably requested relating to their due diligence inquiries and investigations and shall not have identified any material adverse changes or misrepresentations or any items materially adversely affecting the Company's affairs which exist as of the date hereof but which have not been disseminated to the public in accordance with applicable Securities Laws;
- (j) the Agent shall have received a certificate of good standing or similar certificate with respect to the jurisdiction in which each of the Company and Elmira US is incorporated

dated within two Business Days prior to the Closing Date and evidence of all extra-jurisdictional registrations, as applicable;

- (k) the Agent shall have received certificates or lists, issued under the Securities Laws of the Qualifying Jurisdictions stating or evidencing that the Company is not in default under such Securities Laws;
- (l) the CSE shall have issued its listing bulletin in respect of the listing of the Common Shares, Offered Shares and Compensation Option Shares; and
- (m) the Agent shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date.

12. All Terms to be Conditions. The Company agrees that the conditions contained in paragraph 11 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Company and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in paragraph 11 shall entitle the Agent to terminate its obligations under this Agreement, by written notice to that effect given to the Company at or prior to the Closing Time. It is understood that the Agent 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 Agent in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agent any such waiver or extension must be in writing.

13. Termination Events. In addition to any other remedies which may be available to the Agent, the Agent may terminate its obligations under this Agreement by delivering written notice to that effect to the Company at or prior to the Closing Time, if:

- (a) the Agent is not satisfied, in its sole discretion, with the results of its due diligence review and investigations;
- (b) there shall be any material change in the affairs of the Company or Elmira US, or there should be discovered any previously undisclosed material fact which, in the opinion of the Agent, has or would be expected to have a significant adverse effect on the market price or value of the Common Shares of the Company, or a purchaser's decision to purchase the Offered Shares;
- (c) any order, inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality against the Company or any of its officers or directors, including, without limitation, by the Securities Regulators, or any law or regulation is enacted or changed which, in the opinion of the Agent, operates or threatens to prevent, cease or restrict the issuance or trading of the securities of the Company by the Company or its officers or directors or materially and adversely affects or will materially and adversely affect the market price or value of the securities of the Company;
- (d) there should develop, occur or come into effect or existence any event, action, state, accident, condition, terrorist event or major financial occurrence of national or international consequence or any law or regulation which, in the opinion of the Agent, seriously adversely affects, or will, or would be expected to, seriously adversely affect, the financial markets or the business, operations or affairs of the Company or Elmira US;
- (e) following a consideration of the history, business, products, property or affairs of the Company, Elmira US or its directors and officers or of the state of the financial markets in

general, or the state of the market for the Company's securities in particular, the Agent determines, in its sole discretion, that it is not in the interest of the purchasers to complete the purchase and sale of the Offered Shares;

- (f) the Offered Shares cannot, in the opinion of the Agent, be profitably marketed due to the state of the financial markets, or the market for the Offered Shares in particular;
- (g) the Agent determines that the Company is in breach of a material term, condition or covenant of this Agreement;
- (h) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in the securities of the Company prohibiting or restricting the Offering is made by a competent regulatory authority and that order is still in effect;
- (i) the Agent determines that any of the representations or warranties made by the Company in this Agreement is false in any material respect or has become false in any material respect; or
- (j) the Agent and the Company agree in writing to terminate this Agreement.

14. Exercise of Termination Right. If this Agreement is terminated by the Agent pursuant to paragraph 13, there shall be no further liability to the Company on the part of the Agent or of the Company to the Agent, except in respect of any liability which may have arisen or may thereafter arise under paragraphs 16 and 17. The right of the Agent to terminate its respective obligations under this Agreement is in addition to such other remedies as it 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.

15. Survival of Representations and Warranties. The representations, warranties, covenants and indemnities of the Company and the Agent contained in this Agreement will survive the Closing for a period of two years following the Closing Date, except for the obligations pursuant to paragraph 16, which shall survive indefinitely.

16. Indemnity.

16.1 The Company and its subsidiaries or affiliated companies, as the case may be, (collectively, the "**Indemnitor**") hereby agree to indemnify and hold the Agent, each of its subsidiaries and affiliates, and each of its directors, officers, employees and agents (hereinafter referred to as the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agent and/or its Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance or professional services rendered to the Indemnitor by the Agent and its Personnel hereunder, or otherwise in connection with the matters referred to in this Agreement (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agent and/or its Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- (a) the Agent and/or its Personnel has been grossly negligent or has committed wilful misconduct or any fraudulent act in the course of such performance; and

- (b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence, wilful misconduct or fraud referred to in (a).
- 16.2 Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agent may incur as a result of any action or litigation that may be threatened or brought against the Agent. If for any reason (other than the occurrence of any of the events itemized in 16.1(a) and 16.1(b) above), the foregoing indemnification is unavailable to the Agent or any Personnel or insufficient to hold the Agent or any Personnel harmless as a result of such expense, loss, claim, damage or liability, the Indemnitor, the Agent and such Personnel will contribute to such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Indemnitor on the one hand and the Agent or any Personnel on the other hand but also the relative fault of the Indemnitor and the Agent or any Personnel, as well as any relevant equitable considerations; provided that the Indemnitor shall in any event contribute to the amount paid or payable by the Agent or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agent pursuant to this Agreement.
- 16.3 The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor, the Agent, and/or any of their respective Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or any such entity shall investigate the Indemnitor, the Agent, and/or any of the Agent's Personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor, the Agent shall have the right to employ their own counsel in connection therewith provided the Agent acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by their Personnel in connection therewith) and out-of-pocket expenses incurred by their respective Personnel in connection therewith shall be paid by the Indemnitor as they occur.
- 16.4 Promptly after receipt of notice of the commencement of any legal proceeding against the Agent or any of the Agent's Personnel or after receipt of notice of the commencement or any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agent will notify the Indemnitor in writing of the commencement thereof, and throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor, will keep the Indemnitor advised of the progress thereof and will discuss with the Indemnitor all significant actions proposed. However, the failure by the Agent to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agent and/or any Personnel. The Indemnitor shall on behalf of itself and the Agent and/or any Personnel, as applicable, be entitled (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Agent and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agent and/or any Personnel, as applicable, and none of the Agent and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. The Agent and its Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided the Agent acts reasonably in selecting such counsel.
- 16.5 The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability, which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agent and any of the Personnel. The foregoing provisions shall survive the completion of professional service rendered under this Agreement.

17. Expenses. The Company shall pay all expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Offered Shares and the filing of the Offering Documents and expenses of or incidental to all other matters in connection with the transaction set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the distribution of the Offered Shares, the fees and expenses of the Company's counsel and of local counsel to the Company, the fees and expenses of the auditors and the transfer agent for the Common Shares, all costs incurred in connection with the preparation and printing of the Offering Documents and certificates representing the Compensation Options, the miscellaneous fees and expenses of the Agent and the reasonable fees and disbursements of the Agent's counsel, whether or not the Offering is completed. All fees and expenses incurred by the Agent or on its behalf shall be payable by the Company immediately upon receiving an invoice therefor from the Agent and shall be payable whether or not the Offering is completed. At the option of the Agent, such fees and expenses may be deducted from the gross proceeds of the Offering otherwise payable to the Company at Closing. The Agent acknowledges receipt of the sum of \$25,000 with such funds representing an advance with respect to the expenses of the Agent payable pursuant to this section 17.

18. Right of First Refusal.

- 18.1 The Company will notify the Agent (the "**ROFR Notice**") in writing of the terms of any proposal to conduct any brokered financing from the date of this Agreement until that day (the "**ROFR Termination Date**") which is 12 months from the Closing Date and the Agent will have the right of first refusal to act as the Company's fiscal agent in respect of any brokered financing conducted by the Company.
- 18.2 The right of first refusal must be exercised by the Agent within 5 Business Days following the receipt of the ROFR Notice by notifying the Company that it will act as agent or underwriter for such transaction on the terms set out in the ROFR Notice, subject to the Company and the Agent agreeing on mutually acceptable fee agreements.
- 18.3 If the Agent fails to give the applicable notice within 5 Business Days pursuant to Section 18.2, or the Agent gives notice in writing to the Company that it does not wish to exercise its right of first refusal, the Company will then be free to make other arrangements to engage another source on the same terms or on terms no less favourable to such other financial institution.
- 18.4 For greater certainty, if the Agent does not exercise its right of first refusal following receipt of any ROFR Notice from the Company, notwithstanding whether the Company obtains financing from another source pursuant to Section 18.3 the Agent will, until the ROFR Termination Date, retain its right of first refusal with respect to any subsequent proposed brokered financing as set out in Section 18.1.

19. Advertisements and Press Releases.

- 19.1 The Company acknowledges that the Agent shall have the right, subject always to subparagraphs 3(a) and (c) of this Agreement, at its own expense, subject to the prior consent of the Company, such consent not to be unreasonably withheld, to place such advertisement or advertisements relating to the sale of the Offered Shares contemplated herein as the Agent may consider desirable or appropriate and as may be permitted by applicable law. The Company and the Agent each agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the provinces of Canada or any other jurisdiction in which the Offered Shares shall be offered and sold being unavailable in respect of the sale of the Offered Shares to prospective purchasers.
- 19.2 Subject to compliance with applicable law, any press release of the Company relating to the Offering will be provided in advance to the Agent, and the Company will use commercially

reasonable efforts to agree to the form and content thereof with the Agent prior to the release thereof. More particularly, in order to comply with applicable U.S. securities laws, no press release will be issued in the United States by the Company concerning the Offering during the Offering, and any press release issued by the Company concerning the Offering shall include the following:

“This news release does not constitute an offer to sell or a solicitation of an offer to sell any of the securities in the United States. The securities have not been and will not be registered under the United States Securities Act of 1933, as amended (the “U.S. Securities Act”) or any state securities laws and may not be offered or sold within the United States or to U.S. Persons unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available.”

20. Notices. Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a “notice”) shall be in writing addressed as follows:

(a) If to the Company, to:

Cameo Resources Inc.
5626 145A Street
Surrey, British Columbia V3S 8E3

Email: phoenicianabi@gmail.com
Attention: Souhail Abi-Farrage, CEO & Director

with a copy (for information purposes only and not constituting notice) to:

Fang & Associates, Barristers & Solicitors
1125 Howe Street, Suite 1400
Vancouver, British Columbia V6Z 2K8

Email: pmf@falawyers.ca
Attention: Paul Fang

(b) to the Agent, to:

PI Financial Corp.
2500 – 733 Seymour Street
Vancouver, British Columbia V6B 0S6

Email: jlocke@pifinancial.com
Attention: Jim Locke

With a copy (for information purposes only and not constituting notice) to:

MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, British Columbia V6E 3X1

Email: ksorochan@mltaikins.com
Attention: Kevin Sorochan

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or upon delivery if emailed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

21. Time of the Essence. Time shall, in all respects, be of the essence hereof.

22. Canadian Dollars. All references herein to dollar amounts are to lawful money of Canada.

23. Headings. The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

24. Singular and Plural, etc. Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

25. Entire Agreement. This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

26. Severability. If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

27. Governing Law. This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

28. No Fiduciary Duty. The Company hereby acknowledges that (i) the transactions contemplated hereunder are arm's-length commercial transactions between the Company, on the one hand, and the Agent and any affiliate through which it may be acting, on the other, (ii) the Agent is acting as agent but not as fiduciary of the Company and (iii) the Company's engagement of the Agent in connection with the Offering and the process leading up to the Offering is as agent and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Agent has advised or is currently advising the Company on related or other matters). The Agent has not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Company agrees that it will not claim that the Agent has rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Agent owes a fiduciary or similar duty to the Company, in connection with such transaction or the process leading thereto.

29. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Company and the Agent and its respective successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

30. Further Assurances. Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

31. Effective Date. This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

32. Counterparts. This Agreement may be executed in two or more counterparts and may be delivered by email transmission or other means of electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

[Remainder of page intentionally left blank.]

If the Company is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agent.

Yours very truly,

PI FINANCIAL CORP.

Per: "Jim Locke"
Authorized Signing Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of the date first set forth above

CAMEO RESOURCES INC.

Per: "Souhail Abi-Farrage"
Authorized Signing Officer