

POOLING AGREEMENT

THIS AGREEMENT is dated for reference April 24, 2020 and made

AMONG:

MAKARA MINING CORP., a company incorporated pursuant to the laws of British Columbia and with a registered office at 6th Floor, 905 West Pender Street, Vancouver, BC V6C 1L6

(the “**Issuer**”)

AND:

THOSE SHAREHOLDERS OF MAKARA MINING CORP. set forth as Schedule “A” hereto

(individually the “**Shareholder**” and collectively, the “**Shareholders**”)

WHEREAS:

(A) Pursuant to Section 5(g) of the subscription agreements pursuant to which the Shareholders acquired their shares of the Issuer (the “**Shares**”), the Shareholders have agreed to pool their Shares upon the closing of the Issuer’s listing on the Canadian Securities Exchange (the “**Listing Date**”) on the terms and conditions as set forth herein;

NOW THEREFORE in consideration of the covenants contained in this Agreement and other good and valuable consideration (the receipt and sufficiency of which is acknowledged), the parties hereto agree as follows:

1. Placement of Shares in Pool

1.1 The Shareholders hereby agree to the pooling of all the Shares held by them as is in each case set forth opposite the Shareholder’s name in Schedule A hereto subject to the terms and conditions of this Agreement.

1.2 The Shareholders agree that the Shares will be released in accordance with the provisions of the table set forth in Schedule B hereto.

1.3 The Shareholders agree to the placing of legends on any Shares so as to give effect to the pooling of the Shares contemplated hereby.

2. Voting of Shares in Pool

2.1 The Shareholders may exercise all voting rights attached to the Shares held by them.

3. Waiver of Shareholder's Rights

3.1 The Shareholders waive no rights attached to the Shares held by them, except the right to sell or otherwise transfer the Shares while they are pooled.

4. Further Assurances

4.1 The Parties shall execute and deliver any documents and perform any acts necessary to carry out the intent of this Agreement.

5. Time

5.1 Time is of the essence of this Agreement.

6. Governing Laws

6.1 This Agreement shall be construed in accordance with and governed by the laws of British Columbia and the laws of Canada applicable in British Columbia.

7. Counterparts

7.1 This Agreement may be executed in two or more counterparts, each of which shall be deemed to be an original and all of which shall constitute one agreement. This Agreement, when executed by any Shareholder in the space opposite their name in Schedule A hereto shall, if also signed by the Issuer, constitute a binding agreement between such shareholder and the Issuer notwithstanding that it may not be signed by one or more of the other shareholders.

8. Language

8.1 Wherever a singular expression is used in this Agreement, that expression is deemed to include the plural or the body corporate where required by the context.

9. Enurement

9.1 This Agreement enures to the benefit of and is binding on the parties and their heirs, executors, administrators, successors and permitted assigns.

The Parties have executed and delivered this Agreement as of the date of reference of this Agreement.

MAKARA MINING CORP.

Per: /s/ Grant Hendrickson
 Authorized Signatory

SCHEDULE "A"

SHARES SUBJECT TO POOLING

Name of Shareholder	Number of Shares	Signature of Shareholder
Andrew von Kursell	800,000	/s/ Andrew von Kursell
Grant Hendrickson	200,000	/s/ Grant Hendrickson
Total	1,000,000	

SCHEDULE "B"

RELEASE TABLE

Timed Release

Release Dates	Percentage of Shares to be Released
24 months from the Listing Date	100% of the Shares
TOTAL	100%