

AGENCY AGREEMENT

THIS AGREEMENT dated for reference the 12th day of November, 2020.

BETWEEN:

GOLCAP RESOURCES CORP., 2080 – 777 Hornby Street, Vancouver, British Columbia V6Z 1S4

(the “**Issuer**”)

AND:

HAYWOOD SECURITIES INC., 200 Burrard Street, Suite 700, Waterfront Centre, Vancouver, BC V6C 3L6

(the “**Agent**”)

BACKGROUND

- A. The Issuer wishes to raise money for the purposes set forth in its Prospectus, which is to be filed with the Regulatory Authorities, by offering for sale certain of its securities; and
- B. The Issuer wishes to appoint the Agent to distribute those securities and the Agent is willing to accept such appointment on the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that for good and valuable consideration, the receipt and sufficiency of which each party acknowledges, the parties agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- (a) “Acceptance Notice” has the meaning set out in section 16.2;
- (b) “Agent’s Advisory Shares” has the meaning set out in section 5.1(d);
- (c) “Agent’s Commission” has the meaning set out in section 5.1(a);
- (d) “Agent’s Option” has the meaning set out in section 5.1(b);
- (e) “Agent’s Option Shares” has the meaning set out in section 5.1(b);
- (f) “Agent’s Units” has the meaning set out in section 5.1(a);

- (g) “Alternative Business Transaction” means:
- (i) a financing which has the effect of replacing the Offering; or
 - (ii) the issuance of securities of the Issuer or a business transaction in either case involving a change of control of the Issuer or any material subsidiary including a merger, amalgamation, arrangement, take-over bid supported by the directors of the Issuer, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or similar transaction.

An Alternative Business Transaction does not include a financing arranged by the Issuer that is supplementary to the Offering or an issuance of securities pursuant to the exercise of securities of the Issuer outstanding on the date hereof or in connection with a bona fide acquisition by the Issuer (other than a direct or indirect acquisition, whether by way of one or more transactions, of an entity all or substantially all of the assets of which are cash, marketable securities or financial in nature or an acquisition that is structured primarily to defeat the intent of the provisions in this Agreement with respect to an Alternative Business Transaction);

- (h) “Business Day” means any day, other than a Saturday, Sunday or any other day on which the principal chartered banks located in the City of Vancouver are not open for business during normal banking hours;
- (i) “Certificates” means the certificates representing the Shares and Warrants comprising the Offered Units, the Shares and Warrants comprising the Over-Allotment Units, the Agent’s Option and the Agent’s Advisory Shares;
- (j) “Closing Date” means the date on which the Offering closes, or such other date as the Agent and the Issuer may agree upon;
- (k) “Common Shares” means common shares in the capital of the Issuer as they are constituted on the date of this Agreement;
- (l) “Contaminant” means any substance or material that is prohibited, controlled or regulated by any governmental authority, including without limitation, any contaminants, pollutants, petroleum, its derivatives, by-products or other hydrocarbons, dangerous substances or goods, asbestos, toxic or hazardous substances or materials, controlled products, wastes involving hazardous wastes and any other materials that are by their nature hazardous, either in fact or as defined in or pursuant to any Environmental Laws;
- (m) “Corporate Finance Fee” has the meaning set out in section 5.1(c);
- (n) “Effective Date” means the date on which a receipt for a (final) prospectus qualifying the Offering and all other securities required by this Agreement to be qualified is issued by the securities commission that is designated as the principal regulator in accordance with National Policy 11-202;

- (o) “Environmental Laws” means all applicable laws, rules, regulations, orders, policies, guidelines, notices, approvals and permits relating to environmental or occupational health and safety matters, in effect as at the date hereof, including, without limitation, those pertaining to reporting, licensing, permitting, investigation, remediation and clean-up in connection with any release or threat of release of a Contaminant or relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transportation, handling and the like of a Contaminant;
- (p) “Exchange” means the Canadian Securities Exchange;
- (q) “Finance Notice” has the meaning set out in section 16.1;
- (r) “Indemnified Parties” and “Indemnified Party” have the respective meanings set out in section 12.1;
- (s) “Indemnifying Party” has the meaning set out in section 12.1;
- (t) “Information” has the meaning set out in section 9.1(a);
- (u) “Material Change” has the meaning set out in the Securities Acts;
- (v) “Material Fact” has the meaning set out in the Securities Acts;
- (w) “Misrepresentation” has the meaning set out in the Securities Acts;
- (x) “Offered Units” means the Units offered under the Prospectus;
- (y) “Offering” means the offering of up to 2,500,000 Units at the Offering Price for aggregate gross proceeds of up to \$250,000 under the Prospectus;
- (z) “Offering Price” means \$0.10 per Offered Unit;
- (aa) “Over-Allotment Option” has the meaning set out in section 2.2;
- (bb) “Over-Allotment Units” has the meaning set out in section 2.2;
- (cc) “Personnel” has the meaning set out in section 12.7;
- (dd) “Principal Regulator” has the meaning set out in Multilateral Instrument 11-102;
- (ee) “Proceeds” means the gross proceeds of the Offering less:
 - (i) the Agent’s Commission that the Agent elects to receive in cash;
 - (ii) the Corporate Finance Fee and applicable taxes thereon; and
 - (iii) the expenses of the Agent in connection with the Offering which have not been paid by the Issuer;

- (ff) “Prospectus” means the preliminary prospectus and the prospectus filed or intended to be filed by the Issuer with the Regulatory Authorities in connection with the Offering and includes any amendments to the preliminary prospectus and prospectus which may be filed with the Regulatory Authorities;
- (gg) “Regulatory Authorities” means the Exchange and the securities commissions or similar regulatory authorities in the Selling Jurisdictions;
- (hh) “Purchasers” means purchasers of Offered Shares pursuant to the Offering;
- (ii) “Securities” means the Shares and the Warrants comprising the Offered Units, the Warrant Shares issuable upon exercise of the Warrants included in the Offered Units, the Shares and the Warrants comprising the Over-Allotment Units, the Warrant Shares issuable upon exercise of the Warrants included in the Over-Allotment Units, the Agent’s Option, the Agent’s Option Shares and the Agent’s Advisory Shares;
- (jj) “Securities Acts” means the securities acts in effect from time to time in the Selling Jurisdictions;
- (kk) “Selling Jurisdictions” means British Columbia, Alberta and Ontario, and such other jurisdictions as the Agent and the Issuer may agree upon; and
- (ll) “Share” means a Common Share comprising part of a Unit;
- (mm) “Unit” means one Share and one Warrant;
- (nn) “Warrant” means a warrant entitling the holder to acquire one Common Share at an exercise price of \$0.30 for a period of 12 months from the date of issuance;
- (oo) “Warrant Share” means the Common Share to be issued on exercise of a Warrant.

2. APPOINTMENT OF AGENT AND OVER-ALLOTMENT OPTION

- 2.1 The Issuer appoints the Agent as the lead manager and sole bookrunner having an agency participation of not less than 60% with respect to the Offering and the Agent accepts the appointment and agrees to act as the agent with an agency participation of not less than 60% in offering the Offered Shares for sale under the Prospectus in the Selling Jurisdictions at the Offering Price. The Agent shall use its commercially reasonable efforts to sell the Offered Shares but it is understood and agreed that the Agent shall act as agent only and is under no obligation to purchase any Offered Shares under the Offering.
- 2.2 The Issuer grants to the Agent an option (the “Over-Allotment Option”), exercisable in whole or in part by notice given at any time until two Business Days prior to the Closing Date, to solicit and accept subscriptions for up to an additional 375,000 Units (the “Over-Allotment Units”). The purchase price for each Over-Allotment Unit in

respect of which the option is exercised shall be the Offering Price. The notice exercising the option to solicit and accept subscriptions for the Over-Allotment Units in whole or in part shall be given by the Agent to the Issuer in the manner set out in section 15 below and shall specify the number of Over-Allotment Units to be issued by the Issuer. Upon the furnishing of such notice, the Issuer shall be obligated to issue in accordance with the provisions hereof the number of Over-Allotment Units therein indicated. The issuance of the Over-Allotment Units shall be only for the purpose of covering over-allotments.

- 2.3 The Shares and the Warrants comprising the Offered Units, the Warrant Shares issuable on exercise of the Warrants included in the Offered Units, the Shares and Warrants comprising the Over-Allotment Units and the Warrant Shares issuable on exercise of the Warrants included in the Over-Allotment Units shall all be qualified by the Prospectus.

3. CONDUCT OF THE OFFERING

- 3.1 Prior to the Effective Date, the Issuer will apply to the Exchange to list its Common Shares on the Exchange.
- 3.2 The Agent will advise the Issuer and its counsel when the distribution under the Prospectus is complete.

4. OPINIONS AND CERTIFICATES AND OTHER CONDITIONS TO CLOSING

- 4.1 Prior to the Effective Date, the Issuer will deliver to the Agent and its counsel in a form acceptable to them, acting reasonably,
- (a) a long-form comfort letter from the auditor of the Issuer, dated as of the date of the Prospectus and addressed to the Agent and its counsel, relating to the accuracy of the financial statements forming part of the Prospectus and the accuracy of the financial, numerical and certain other information disclosed in the Prospectus; and
 - (b) a technical report on the Issuer's material property in compliance with National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*.
- 4.2 Prior to the Closing Date, the Issuer will provide the Agent and its counsel with evidence of the necessary approval of the Regulatory Authorities for the Offering.
- 4.3 On the Closing Date, the Issuer will deliver the following documents to the Agent and its counsel in a form acceptable to them, acting reasonably:
- (a) an opinion of counsel (and local counsel in the Offering Jurisdictions as requested by the Agent) for the Issuer, dated as of the Closing Date and addressed to the Agent and its counsel, relating to any legal matter in connection with the Prospectus and Offering;

- (b) an opinion from tax counsel regarding RRSP, RRIF, RESP and TFSA eligibility;
 - (c) a title opinion respecting the Issuer's properties; and
 - (d) a certificate of the Issuer, dated as of the Closing Date and signed by the Chief Executive Officer and Chief Financial Officer of the Issuer approved by the Agent, certifying certain facts relating to the Issuer and its affairs.
- 4.4 On or before the Closing Date, the Issuer will deliver to the Agent a covenant in writing from each of the directors and officers of the Issuer, in form and substance satisfactory to the Agent, providing such director's or officer's agreement not to sell or agree to sell, or announce any intention to sell or agree to sell, any Common Shares or securities exchangeable or convertible into Common Shares, for a period of 90 days from the Closing Date without the prior written consent of the Agent, such consent not to be unreasonably withheld.

5. COMPENSATION

5.1 The Issuer will, on the Closing Date:

- (a) pay the Agent a commission (the "Agent's Commission") equal to 10% of the gross proceeds of the Offering and the Over-Allotment Option which amount will be payable in cash or in Units (the "Agent's Units") on the Closing Date, at the discretion of the Agent, subject to selling group participation set out in section 13.2;
- (b) issue to the Agent an option (the "Agent's Option") entitling the holder to acquire such number of Common Shares (the "Agent's Option Shares") as is equal to 10% of the number of Offered Units sold pursuant to the Offering and Over-Allotment Units sold pursuant to the Over-Allotment Option, at the price of \$0.10 per share for a period of 12 months from the Closing Date, subject to selling group participation set out in section 13.2;
- (c) pay the Agent a corporate finance fee (the "Corporate Finance Fee") of \$20,000 plus applicable taxes; and
- (d) issue to the Agent 1,000,000 Common Shares (the "Agent's Advisory Shares") at the deemed price of \$0.10 a share.

5.2 The distribution of the Agent's Units, the Advisory Shares and the Agent's Options is qualified for distribution under the Prospectus. Issuance of the Agent's Units, Advisory Shares and Agent's Options shall be qualified by the Prospectus to the maximum extent permissible by National Instrument 41-101. The Agent acknowledges that any combination of the Agent's Units, Advisory Shares and Agent's Options which exceed 10% of the Offered Units and the Units sold under the Over-Allotment Option will not be qualified for distribution under the Prospectus, and will be subject to a four month hold period in accordance with applicable securities laws.

6. CLOSING

- 6.1 If the Issuer has satisfied all of its obligations under this Agreement, the Issuer will, on the Closing Date, release the Certificates to the Agent following receipt of the Proceeds.

7. MATERIAL CHANGES

- 7.1 From the date of this Agreement to the completion of the distribution of the Offered Shares, the Issuer shall promptly discuss with the Agent and immediately thereafter notify the Agent in writing of any material adverse change (actual, anticipated or threatened), financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition, capital or prospects of the Issuer.
- 7.2 If, after the Prospectus is first filed with the Regulatory Authorities, a Material Change occurs in the affairs of the Issuer, the Issuer will:
- (a) notify the Agent immediately, in writing, with full particulars of the change;
 - (b) file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus disclosing the Material Change; and
 - (c) provide to the Agent as many copies of the amendments as the Agent may reasonably request within three Business Days of such request.

8. TERMINATION

- 8.1 The Agent may without liability in its sole discretion terminate its obligations under this Agreement by written notice to the Issuer on or before the Closing Date if at any time prior to the Closing Date:
- (a) in the opinion of the Agent, acting reasonably, there shall have occurred any Material Change or change in Material Fact in relation to the Issuer or there shall be discovered any previously undisclosed Material Fact in each case which would be expected to result in a material adverse change in relation to the Issuer or have a material adverse effect on the market price or value of the Common Shares;
 - (b) any inquiry, action, investigation or other proceeding (whether formal or informal) is made, announced or threatened or any order is issued by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency, regulatory authority or other instrumentality including, without limitation, the Exchange or any other exchange or quotation or any securities regulatory authority involving the Issuer's securities, directors or officers (except for any inquiry, action, investigation or other proceeding based upon activities of the Agent and not upon activities of the Issuer) or any law or regulation is enacted or changed, which, in the opinion of the Agent, acting reasonably, prevents or restricts

trading in or the distribution of the securities of the Issuer or the Securities or materially and adversely affects or might reasonably be expected to materially and adversely affect the market price or value of the securities of the Issuer or the Securities;

- (c) if there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence (including terrorism) or any law or regulation or any escalation in the severity of the COVID-19 pandemic which, in the sole opinion of the Agent, adversely affects, or may adversely affect the financial markets or the business, affairs prospects or financial condition of the Issuer or its material properties or the market price or value or marketability of the securities of the Issuer;]
- (d) the Agent becomes aware of, as a result of its due diligence review or otherwise, of any material adverse change, or a change in any Material Fact or any Material Fact with respect to the Issuer (in the sole opinion of the Agent, acting reasonably) which has not been disclosed to the Agent prior to the date hereof, or the Agent is not satisfied, acting reasonably, with the results of its due diligence review in respect of the Issuer, its securities, assets or operations, the tax attributes of any of the securities of the Issuer or the Securities or otherwise;
- (e) the Issuer is in breach of any term, condition or covenant of this Agreement or any representation or warranty given by the Issuer in this Agreement becomes or is false; or
- (f) if the state of financial markets in Canada or elsewhere where it is planned to market the Securities is such that, in the reasonable opinion of the Agent, the Offered Units cannot be marketed profitably or successfully.

8.2 Unless otherwise agreed to by the parties, this Agreement will terminate if a receipt for the Final Prospectus is not issued by the Principal Regulator within 120 days of the date of this Agreement.

8.3 Any termination pursuant to the terms of this Agreement shall be effected by notice in writing delivered to the Issuer, provided that no termination shall discharge or otherwise affect any obligation of the Issuer under sections 10 or 12 of this Agreement. The rights of termination contained in paragraph 8.1 are in addition to, and without prejudice to, any other rights or remedies the Agent may have at law or in equity.

9. WARRANTIES, REPRESENTATIONS AND COVENANTS

9.1 The Issuer covenants, represents and warrants to the Agent that:

- (a) the books and records of the Issuer fairly and correctly set out and disclose in all material respects, in accordance with International Financial Reporting Standards, the financial position of the Issuer as of the date hereof, and all material financial transactions of the Issuer have been accurately recorded in

the said books and records. With the exception of forecasts, projections or estimates referred to below, all information and other data (together, the "Information") relating to the Issuer furnished by or on behalf of the Issuer to the Agent is, or, in the case of historical information, was at the date of preparation true, accurate, complete and correct in all material respects, and does not or did not, as the case may be, contain any Misrepresentation. Any projections and forecasts relating to the Issuer provided by or on behalf of the Issuer to the Agent have been prepared in good faith with the assistance of competent professional advisors and are based upon assumptions which, in light of the circumstances under which they are made, are reasonable. The Issuer is not aware of any undisclosed facts or information that could materially impact upon such projections and forecasts;

- (b) the Issuer has no subsidiaries;
- (c) the Issuer has been duly incorporated and organized and is validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and authority to carry on its business as now conducted and as presently proposed to be conducted, to own, lease and operate its properties and assets and to carry out the provisions hereof;
- (d) the Issuer is conducting its business in compliance in all material respects with all applicable licensing and anti-pollution legislation, regulations or by-laws, environmental protection legislation, regulations or by-laws or other similar legislation, regulations or by-laws or other lawful requirements of any governmental or regulatory bodies which are applicable to the Issuer; and the Issuer is not aware of any such legislation, regulation, by-law or lawful requirement presently in force or proposed to be brought into force by any governmental or regulatory authority which the Issuer anticipates it will be unable to comply with without materially adversely affecting its business;
- (e) the Issuer is the beneficial owner of the properties, business and assets, or the interest in the properties, business and assets, referred to in the Prospectus, and any and all agreements pursuant to which the Issuer holds any such interest in the properties, business or assets are in good standing under the applicable laws, and the properties are in good standing under the applicable laws of the jurisdictions in which they are situated;
- (f) the Prospectus contains full, true and plain disclosure of all Material Facts in relation to the Issuer and its businesses and securities, and contains no Misrepresentation;
- (g) the financial statements of the Issuer which form part of the Prospectus have been prepared in accordance with International Financial Reporting Standards accurately reflect the financial position of the Issuer and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer, as at the date of the financial statements and there have been no adverse material changes in the

financial position of the Issuer since that date, except as fully and plainly disclosed in the Prospectus;

- (h) the authorized and outstanding share capital of the Issuer is as set forth in the Prospectus, all outstanding shares have been issued as fully paid and non-assessable and the only outstanding options, warrants or other rights to acquire any shares or other securities of the Issuer are as set forth in the Prospectus;
- (i) the Issuer is not in default or breach of, and the execution and delivery of, and the performance and compliance with the terms of this Agreement does not and will not result in any breach of, or constitute a default under, and does not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, in any material respect, any term or provisions of the articles, notice of articles, or resolutions of the Issuer, or any indenture, agreement (written or oral), lease or other document to which the Issuer is a party or by which it is bound, or any judgment, decree or order, or to its knowledge, statute, rule or regulation applicable to the Issuer, which default or breach might reasonably be expected to materially adversely affect the business, operations, assets, capital or condition (financial or otherwise) of the Issuer;
- (j) this Agreement is a legal, valid and binding obligation of the Issuer, enforceable against the Issuer in accordance with its terms, subject to the laws relating to creditors' rights generally and equitable remedies and except to the extent that the enforcement of rights to indemnity and waiver of contribution may be limited by applicable law;
- (k) the Issuer has full corporate authority and capacity to issue the Securities and on the Closing Date:
 - (i) the Shares included in the Offered Units, the Over-Allotment Units and the Agent's Units will be duly and validly authorized and issued as fully paid and non-assessable;
 - (ii) the Agent's Advisory Shares will be duly and validly authorized and issued as fully paid and non-assessable;
 - (iii) the Warrants included in the Offered Units and Agent's Units and the Over-Allotment Units will be duly and validly created, authorized and issued;
 - (iv) the Agent's Option will be duly and validly created, authorized and issued;
 - (v) the Warrant Shares issuable on exercise of the Warrants included in the Offered Units, Agent's Units and the Over-Allotment Units will be duly and validly authorized for issuance upon exercise of such Warrants and upon such issuance shall be issued as fully paid and non-assessable; and

- (vi) the Agent's Option Shares issuable on exercise of the Agent's Option will be duly and validly authorized for issuance upon exercise of the Agent's Option and upon such issuance shall be issued as fully paid and non-assessable;
- (l) no consent of any third party is required in connection with the transactions contemplated by this Agreement, except to the extent that this Agreement contemplates obtaining receipts for the Prospectus or approval to list the Shares on the Exchange;
- (m) no securities regulatory authority has issued any order preventing or suspending trading in any securities of the Issuer, and the Issuer has not been, and is not currently, in default of any requirement of any securities laws to which the Issuer is subject;
- (n) no litigation, administrative proceeding, arbitration or other proceeding before or of any court, tribunal, arbitrator or regulatory or other governmental body or dispute with any regulatory or other governmental body is presently in process or pending or threatened against the Issuer which, if determined adversely to the Issuer might have a material adverse effect on the financial condition, results of operations, business or prospects of the Issuer, or which would materially impair the ability of the Issuer to consummate the transactions contemplated hereby or to duly observe and perform any of its covenants or obligations herein;
- (o) the business and property of the Issuer are in compliance in all material respects with all Environmental Laws, and there are no facts known after due enquiry by the Issuer which could give rise to a notice of non-compliance with any Environmental Laws;
- (p) there are no existing claims, demands, damages, expenses, suits, proceedings, actions, negotiations, or causes of action of any nature whatsoever, whether threatened or pending, arising out of the presence on any property in respect of which the Issuer has an interest, either past or present, of any Contaminant, or out of any past or present activity conducted on any such property, involving any Contaminant or any violation of any Environmental Laws;
- (q) the Issuer has conducted its activities in connection with the Offering in compliance with all applicable laws and regulatory requirements;
- (r) the Issuer shall not unreasonably reject any subscription for Offered Units or Over-Allotment Units tendered by the Agent, unless all such subscriptions tendered exceed the number of Offered Units under the Offering and the number of Over-Allotment Units under the Over-Allotment Option, or the acceptance of such subscription would be contrary to applicable corporate and securities legislation or Exchange policies;

- (s) there is not presently, and will not be until the conclusion of the distribution under the Prospectus, any Material Change or change in any Material Fact relating to each of the Issuer, its business or its respective securities which has not been or will not be fully disclosed in the Prospectus or otherwise to the Agent;
 - (t) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has been requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, to the extent that any of the foregoing is due and payable, except for such assessments, fines and penalties which are currently being contested in good faith;
 - (u) the Issuer has established on its books and records reserves which are adequate for the payment of all taxes not yet due and payable, if any, and there are no liens for taxes on the assets of the Issuer except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer which are known by the Issuer's management to be pending, and there are no claims which have been or may be asserted relating to any such tax returns which, if determined adversely, would result in the assertion by any governmental agency of any deficiency which would have a material adverse effect on the properties, business or assets of the Issuer;
 - (v) other than the Agent, no person, firm or corporation acting or purporting to act at the request of the Issuer is entitled to any brokerage, agency or finder's fee in connection with the transactions described herein;
 - (w) the Proceeds will be used by the Issuer to fund the exploration and development of the Issuer's mineral properties and for working capital general corporate purposes; and
 - (x) the Shares included in the Offered Units, the Shares included in the Over-Allotment Units, the Warrant Shares issuable on exercise of the Warrants included in the Offered Units, the Warrant Shares issuable on exercise of the Warrants included in the Over-Allotment Units, the Agent's Option Shares and the Agent's Advisory Shares will all be qualified investments under the *Income Tax Act* (Canada) for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, registered disability savings plans, tax-free savings accounts and deferred profit sharing plans (other than deferred profit sharing plans for which the employer is the Issuer or a corporation with which the Issuer does not deal at arms' length), subject to the specific provision of any particular plan.
- 9.2 The Issuer covenants, represents and warrants to the Agent that it will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible into or exchangeable for Common Shares, other than pursuant to:

- (a) the exercise of the Over-Allotment Option;
- (b) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date;
- (c) the issue of Common Shares upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date;
- (d) previously scheduled property and/or other corporate acquisitions; and
- (e) a non-brokered private placement of units with terms similar to those of the Offered Units for gross proceeds of \$350,000 to close prior to the Closing Date; and
- (f) any non-brokered equity financing with an issue price of the security being offered that is above the Offering Price that closes after the Closing Date;

from the date hereof and continuing for a period of 90 days from the Closing Date without the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed.

9.3 The Agent warrants, represents and covenants to the Issuer that:

- (a) it is a valid and subsisting corporation under the laws of the jurisdiction in which it was incorporated;
- (b) it is a member in good standing of the Exchange; and
- (c) it has complied with and will fully comply with the requirements of all applicable securities laws, including, without limitation, the by-laws and rules of the Exchange in relation to trading in the Securities and all matters relating to the Offering.

10. EXPENSES OF AGENT

10.1 The Issuer will pay all of the expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering including, without limitation, travel expenses, searches and other costs incurred by the Agent to complete the due diligence process, as well as the reasonable fees and expenses of the solicitor for the Agent and other expense, provided that the legal fees of the Agent's solicitor (excluding applicable taxes and disbursements) will not exceed \$15,000 without the prior written approval of the Issuer. The Issuer will pay such expenses incurred by the Agent even if the Prospectus is not accepted by the Regulatory Authorities or the transactions contemplated by this Agreement are not completed, or this Agreement is terminated. The Agent acknowledges receiving from the Issuer a retainer of \$10,000 plus applicable taxes which will be applied against the fees and expenses of the solicitor for the Agent.

- 10.2 The Agent may, from time to time, render accounts to the Issuer for its expenses for payment on or before the dates set out in the accounts. The Issuer authorizes the Agent to deduct its reasonable expenses in connection with the Offering from the gross proceeds of the Offering, including expenses for which an account has not yet been rendered to the Issuer.

11. FILING OF PROSPECTUS

- 11.1 The Issuer will cause the Prospectus to be filed with the Regulatory Authorities, will deliver all necessary copies of the Prospectus to the Regulatory Authorities and will use its commercially reasonable efforts to have the Prospectus accepted by the Regulatory Authorities as soon as possible.
- 11.2 The Issuer will provide the Agent with as many copies of the Prospectus as the Agent may reasonably request at no charge to the Agent within three Business Days of any such request.
- 11.3 Delivery of the Prospectus and any amendment thereto shall constitute a representation and warranty by the Issuer to the Agent that all information and statements (except information and statements supplied by and relating solely to the Agent) contained in the Prospectus and any amendment thereto are true and correct in all material respects at the time of delivery thereof and contain no Misrepresentation and constitute full, true and plain disclosure of all Material Facts relating to the Issuer and the Offered Shares and that no Material Fact or material information has been omitted therefrom (except facts or information supplied by and relating solely to the Agent) which is required to be stated therein or is necessary to make statements of information contained therein not misleading in light of the circumstances under which they were made. Such delivery shall also constitute the Issuer's consent to the Agent's use of the Prospectus, any amendment thereto and any other documents supplied to the Agent by the Issuer for the purpose of the sale of the Offered Shares in the Selling Jurisdictions in compliance herewith and with all applicable securities laws.

12. INDEMNITY

- 12.1 The Issuer agrees to indemnify and save harmless the Agents, their respective affiliates and their respective directors, officers, employees, partners, agents, and shareholders (collectively, the "Indemnified Parties" and individually, an "Indemnified Party") from and against any and all losses, claims, actions, suits, proceedings, damages, liabilities or expenses of whatsoever nature or kind (excluding loss of profits), including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims and the reasonable fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the "Claims"), which an Indemnified Party may incur or become subject to or otherwise involved in (in any capacity) insofar as the Claims relate to, are caused by, result from, arise out of or are based upon, directly or indirectly, the engagement of the Agent pursuant to this Agreement, whether performed before or after the

Issuer's execution of the Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim.

- 12.2 This indemnity shall not be available to any Indemnified Party in relation to any losses, expenses, claims, actions, damages or liabilities incurred by the Issuer are determined by a court of competent jurisdiction in a final judgement that has become non-appealable to have resulted primarily from the Indemnified Party's breach of agreement, gross negligence, fraud or willful misconduct.
- 12.3 In the event and to the extent that a court of competent jurisdiction in a final judgement that has become non-appealable determines that an Indemnified Party was grossly negligent, fraudulent or guilty of willful misconduct in connection with a Claim in respect of which the Issuer has advanced funds to the Indemnified Party pursuant to this indemnity, such Indemnified Party will reimburse such funds to the Issuer and thereafter this indemnity will not apply to such Indemnified Party in respect of such Claim. The Issuer agrees to waive any right the Issuer might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.
- 12.4 If a Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Issuer, the Indemnified Party will give the Issuer prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Issuer will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify will not relieve the Issuer of its obligation of indemnification hereunder unless (and only to the extent that) such failure results in forfeiture by the Issuer of substantive rights or defences.
- 12.5 No admission of liability and no settlement, compromise or termination of any Claim will be made without the Issuer's consent and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld; provided, however, that no consent of an Indemnified Party will be required if the Issuer has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Issuer will undertake the investigation and defence of any Claim, an Indemnified Party will have the right to employ separate counsel with respect to any Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Party unless:
 - (a) employment of such counsel has been authorized in writing by the Issuer;

- (b) the Issuer has not assumed the defence of the action within a reasonable period of time after receiving notice of the claim;
- (c) the named parties to any such claim include both the Issuer and the Indemnified Party and the Indemnified Party will have been advised by counsel to the Indemnified Party that there may be a conflict of interest between the Issuer and the Indemnified Party; or
- (d) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Issuer;

in which case such fees and expenses of such counsel to the Indemnified Party will be for the Issuer's account, provided that the Issuer shall not be responsible for the fees or expenses of more than one legal firm in any single Jurisdiction for all of the Indemnified Parties. The rights accorded to the Indemnified Parties hereunder will be in addition to any rights an Indemnified Party may have at common law or otherwise.

- 12.6 If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or is insufficient to hold them harmless, the Issuer will contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Issuer or the Issuer's shareholders on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Issuer will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by any Indemnified Parties hereunder.
- 12.7 The Issuer hereby constitutes the Agent as trustee for each of the other Indemnified Parties of the Issuer's covenants under this indemnity with respect to such persons and the Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

13. ASSIGNMENT AND SELLING GROUP PARTICIPATION

- 13.1 The Agent will not assign this Agreement or any of its rights under the Agreement nor, with respect to the Offered Shares, enter into any agreement in the nature of an option or a sub-option unless and until, for each intended transaction, the Agent has obtained the consent of the Issuer and notice has been given to and accepted by the Regulatory Authorities.
- 13.2 The Agent may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investment dealers, who may be offered part of the compensation received by the Agent hereunder.
- 13.3 The Agent may invite one or more investment dealers to form an agency syndicate group to participate in the Offering, it being understood that the Agent will at all times be the lead agent and sole bookrunner for the Offering, have the right to select

syndicate members (subject to prior to consultation with the Issuer), and shall control all syndicate arrangements.

14. ALTERNATIVE BUSINESS TRANSACTION

- 14.1 If the Offering is not completed as a result of the Issuer's decision to pursue an Alternative Business Transaction which completes within 12 months of the Issuer's decision to pursue the Alternative Business Transaction, then promptly upon closing of the Alternative Business Transaction the Issuer shall pay the Agent an amount equal to the Agent's Commission, the Agent's Option and the Corporate Finance Fee that would otherwise have been earned by the Agent assuming the entire Offering was completed together with the Agent's costs and expenses incurred to that date. For greater certainty, it is agreed that if the Agent terminates this Agreement in accordance with section 8.1, the Issuer will be free to pursue other methods of financing, in which case the Issuer will not be responsible for paying the Agent the fee payable under this section.

15. NOTICE

- 15.1 Any notice or other communication to be given hereunder shall be in writing and delivered or sent by email as follows:

If to the Issuer to:

Golcap Resources Corp.
2080 – 777 Hornby Street
Vancouver, British Columbia V6Z 1S4

Attention: Gordon Lam, Chief Executive Officer
Email: [redacted: personal email address]

with a copy to:

Armstrong Simpson
2080 - 777 Hornby Street
Vancouver, B.C. Canada, V6Z 1S4

Attention: Shauna Hartman
Email: shartman@armlaw.com

If to the Agent to:

Haywood Securities Inc.
200 Burrard Street, Suite 700, Waterfront Centre
Vancouver, British Columbia V6C 3L6

Email: dwong@haywood.com
Attention: Mr. Don Wong

with a copy to:

Getz Prince Wells LLP
Suite 530 - 355 Burrard Street
Vancouver, BC, V6C 2G8

Attention: Ms. Zahra Ramji
Email: zahra@getzpw.com

- 15.2 Any such notice or other communication shall be deemed to have been given and received on the day after being sent by email or upon delivery if delivered, or, if such day is not a Business Day in the location where it is sent by email or delivered, on the next following Business Day.

16. RIGHT OF FIRST REFUSAL

- 16.1 If during the term of this Agreement and until the day which is 12 months from the Closing Date the Issuer:

- (a) proposes to issue debt or equity securities,
- (b) proposes to acquire or dispose of any assets or securities out of the ordinary course of business,
- (c) proposes a material corporate transaction, such as an amalgamation, recapitalization, merger, take-over bid, joint venture, plan of arrangement or reorganization, or
- (d) receives an unsolicited take-over bid or merger proposal,

the Issuer will notify the Agent in writing (the "Finance Notice") and the Agent will have the right of first refusal to lead manage (with a minimum 60% economic interest), act as agent and/or underwriter, and/or act as exclusive financial advisor (if the Issuer intends to appoint a financial advisor) in connection with such transaction.

- 16.2 The right of first refusal must be exercised by the Agent within five Business Days following the receipt of the Finance Notice, by notice in writing (the "Acceptance Notice") to the Issuer that it will lead manage (with a minimum 60% economic interest), act as agent and/or underwriter, and/or act as exclusive financial advisor.
- 16.3 If the Agent exercises the right of first refusal, the Agent will lead manage (with a minimum 60% economic interest), act as agent and/or underwriter, and/or act as exclusive financial advisor on terms and conditions mutually acceptable to the Agent and the Issuer.
- 16.4 If the Agent does not give an Acceptance Notice within the time specified or if the Agent gives an Acceptance Notice but the Agent and the Issuer are unable to agree on the terms and conditions on which the Agent will lead manage (with a minimum 55% economic interest), act as agent and/or underwriter, and/or act as exclusive financial

advisor within five Business Days of the Issuer's receipt of the Acceptance Notice, the Issuer will then be free to make arrangements with another source provided that the terms and conditions of such other arrangements shall be no more favourable on the whole to such other source than those offered by the Issuer to the Agent.

- 16.5 The right of first refusal will not terminate if, on receipt of any Finance Notice from the Issuer, the Agent fails to exercise the right.

17. TIME

- 17.1 Time shall be the essence hereof.

18. SURVIVAL OF REPRESENTATIONS AND WARRANTIES

- 18.1 The representations, warranties, covenants and indemnities set out in this Agreement will survive the closing of the Offering.

19. LANGUAGE

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

20. ENTIRE AGREEMENT

- 20.1 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements with respect thereto between the Issuer and the Agent, including, without limitation, the letter of engagement between the Issuer and the Agent dated April 21, 2020.

21. ENUREMENT

- 21.1 This Agreement enures to the benefit of and is binding on the parties to this Agreement and their successors and permitted assigns.

22. HEADINGS

- 22.1 The headings in this Agreement are for convenience of reference only and do not affect the interpretation of this Agreement.

23. GOVERNING LAW

- 23.1 This Agreement is subject to and shall be governed by the laws of the Province of British Columbia and the parties hereto irrevocably submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

24. COMMUNICATION WITH PUBLIC

- 24.1 All press releases and publicly available filings in respect of this Agreement or any other related instrument or with respect to the relationship between the Issuer and the Agent made by the Issuer will be approved by the Agent, acting reasonably.

25. COUNTERPARTS

- 25.1 This Agreement may be executed in as many counterparts as may be necessary and may be delivered by facsimile or other electronic transmission, each of such counterparts so executed will be deemed to be an original and such counterparts together will constitute one and the same instrument and notwithstanding the date of execution will be deemed to bear the date as of the day and year first above written.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement.

GOLCAP RESOURCES CORP.

By:

"Gordon Lam"
Authorized Signatory

HAYWOOD SECURITIES INC.

By:

"Don Wong"
Authorized Signatory