

EARLY WARNING REPORT
Form 62-103F1

Required Disclosure under the Early Warning Requirements

Item 1 – Security and Reporting Issuer

1.1 State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.

Securities: common stock

Issuer: Athena Gold Corporation (the “**Issuer**”)
2010A Harbison Drive, Unit 312
Vacaville, California, USA, 95687

1.2 State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.

The securities were acquired as consideration pursuant to a share purchase agreement (the “**Share Purchase Agreement**”) dated December 27, 2021, between the Issuer and Nubian Resources Ltd. (the “**Acquiror**”).

Item 2 – Identity of the Acquiror

2.1 State the name and address of the acquiror.

Nubian Resources Ltd.
Suite 202, Yale Court Plaza, 2526 Yale Court
Abbotsford, British Columbia
V2S 8G9

2.2 State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.

On December 31, 2021, the Issuer and the Acquiror completed a transaction (the “**Transaction**”), involving the sale by the Acquiror and the acquisition by the Issuer of the remaining 90% interest that the Acquiror held in the Excelsior Springs exploration project (the “**Property**”) located in Esmeralda County, Nevada, USA, as contemplated in the option agreement (the “**Option Agreement**”) dated December 11, 2020, as amended on November 10, 2021, between the Acquiror, Nubian Resources (USA) Ltd. (“**Holdco**”) and the Issuer. The Issuer acquired the interest in the Property through its acquisition of all of the outstanding shares of Holdco, the legal owner of the claims and mineral rights comprising the Property. As a result of the Transaction, through its ownership of Holdco, the Issuer now holds a 100% interest in the Property, subject to a 1% of net smelter returns royalty (the “**Royalty**”) with respect to the Property granted to the Acquiror.

The Transaction was completed pursuant to the terms the Share Purchase Agreement, whereby the Acquiror sold to the Issuer and the Issuer purchased from the Acquiror all of the shares of Holdco for the remaining consideration payable under the terms of the Option Agreement, which consisted of 45,000,000 shares of the Issuer's common stock (the "Issuer Shares") issued at a deemed price of \$0.05 per Issuer Share, and the Royalty.

2.3 State the names of any joint actors.

Not applicable.

Item 3 – Interest in Securities of the Reporting Issuer

3.1 State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's security holding percentage in the class of securities.

On completion of the Transaction, the Acquiror acquired beneficial ownership and control and direction over a total of 45,000,000 Issuer Shares. Immediately before the completion of the Transaction, the Acquiror had ownership of, and control over 5,000,000 Issuer Shares, representing approximately 6.7% of the Issuer Shares then issued and outstanding. Upon completion of the Transaction, the Acquiror held an aggregate of 50,000,000 Issuer Shares, representing approximately 41.7% of the Issuer Shares then issued and outstanding.

3.2 State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.

See Item 3.1 above.

3.3 If the transaction involved a securities lending arrangement, state that fact.

Not applicable.

3.4 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.

See Item 3.1 above.

3.5 State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which:

- (a) the acquiror, either alone or together with any joint actors, has ownership and control,**

See Item 3.1 above.

- (b) **the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and**

Not applicable.

- (c) **the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.**

Not applicable.

- 3.6 If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.**

Not applicable.

- 3.7 If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.**

State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.

Not applicable.

- 3.8 If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.**

Not applicable.

Item 4 – Consideration Paid

- 4.1 State the value, in Canadian dollars, of any consideration paid or received per security and in total.**

The consideration paid by the Issuer to the Acquiror pursuant to the Transaction consisted of 45,000,000 Issuer Shares, issued at a deemed price of \$0.05 per Issuer Share (\$2,250,000 in total), and the Royalty.

- 4.2 In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.**

See Item 2.2 above.

- 4.3 If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.**

Not applicable.

Item 5 – Purpose of the Transaction

State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following:

- (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer;**
- (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries;**
- (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries;**
- (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board;**
- (e) a material change in the present capitalization or dividend policy of the reporting issuer;**
- (f) a material change in the reporting issuer’s business or corporate structure;**
- (g) a change in the reporting issuer’s charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company;**
- (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace;**
- (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada;**
- (j) a solicitation of proxies from securityholders;**
- (k) an action similar to any of those enumerated above.**

Under the terms of the Share Purchase Agreement, the Acquiror agreed to use commercially reasonable efforts to distribute all the Issuer Shares that it holds to its shareholders, pro rata, subject to certain conditions, including that the distribution can be effected in accordance with applicable laws and the policies of the TSX Venture Exchange, exempt from the requirements to file a prospectus in Canada. In order to facilitate this proposed distribution, the Acquiror and the Issuer agreed to prepare and file with the U.S. Securities and Exchange Commission a registration statement on Form S-1, covering the resale and distribution by the Acquiror to its shareholders of the Issuer Shares held by it.

The Issuer Shares acquired by the Acquiror in the Transaction were acquired by the Acquiror as transaction consideration and are intended to be held for investment purposes. The Acquiror has no present intention to acquire additional securities of the Issuer and plans to distribute the Issuer Shares now held by it to its shareholders. In addition, from time to time and depending on market and other conditions, the Acquiror may increase or decrease its beneficial ownership, control or direction over those securities through market transactions, private agreements or otherwise.

Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer

Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.

Pursuant to the terms of the Share Purchase Agreement, the Acquiror agreed that, subject to certain exceptions, for a period of twelve months from the closing of the transaction, or until such time as the Acquiror owns less than 4.9% of the outstanding the Issuer Shares, it will not vote against any matters that have been recommended by the Issuer's board of directors for approval by the Issuer's shareholders at any meeting of the Issuer shareholders.

Item 7 – Change in Material Fact

If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.

Not applicable.

Item 8 – Exemption

If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.

Not applicable.

Item 9 – Certification

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

Certificate

The certificate must state the following:

I, as the acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Date: January 6, 2022

NUBIAN RESOURCES LTD.

“Martin Walter”

Chief Executive Officer, President and
Director