

SHARE PURCHASE AGREEMENT

THIS SHARE PURCHASE AGREEMENT is made effective the 6th day of January 2021.

BETWEEN:

FATHOM NICKEL INC.

a corporation existing under the laws of Alberta
(hereinafter referred to as the "**Purchaser**")

- and -

FATHOM MINERALS LTD.

a company existing under the laws of Alberta
(hereinafter referred to as "**Fathom**" or "**Vendor**")

WHEREAS on the terms and subject to the conditions herein set forth, the Purchaser desires to purchase from the shareholders of Fathom, all of the issued and outstanding shares of Fathom, being 49,980,149 class "A" common shares of Fathom (the "**Purchased Shares**"), representing 100% of the issued and outstanding shares of Fathom.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the premises and the respective covenants and agreements herein contained, the parties hereto covenant and agree as follows:

ARTICLE I INTERPRETATION

1.01 Definitions

In this Agreement, unless otherwise defined, capitalized words and terms shall have the following meanings:

- (a) "**Agreement**" means this share purchase agreement as the same may be supplemented or amended from time to time;
- (b) "**Books and Records**" means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business;
- (c) "**Business Day**" means a day which is not a Saturday, Sunday or a statutory holiday in the Province of Alberta;
- (d) "**Closing**" means the completion of the Transaction in accordance with the terms and conditions of this Agreement;
- (e) "**Closing Date**" means the date of Closing, which shall be the fifth Business Day following the satisfaction or waiver of all conditions to the obligations of the parties to consummate the Transaction (other than conditions that are satisfied with respect to actions the respective parties will take at the Closing itself), or such other date as the parties may mutually determine;

- (f) "**Common Shares**" means Class A common shares in the capital of the Purchaser;
- (g) "**Contracts**" means all written or oral outstanding contracts and agreements, leases (including any real property leases), third-party licenses, insurance policies, deeds, indentures, instruments, entitlements, commitments, undertakings and orders made by or to which a party is bound or under which a party has, or will have, any rights or obligations and includes rights to use, franchises, license and sub-licenses agreements and agreements for the purchase and sale of assets or shares;
- (h) "**Convertible Debentures**" means \$75,000 in principal amount of convertible debentures of Fathom, as Disclosed, to be converted into Purchased Shares prior to Closing;
- (i) "**Corporate Records**" means the corporate records of a corporation, including (i) its articles, by-laws or other constating documents, any unanimous shareholders agreement and any amendments thereto; (ii) all minutes of meetings and resolutions of shareholders, directors and any committee thereof; (iii) the share certificate books, register of shareholders, register of transfers and registers of directors and officers; and (iv) all accounting records;
- (j) "**Data Room**" means the online 'drop-box' of the Purchaser pursuant to which Fathom has made available to Purchaser certain of Fathom's Books and Records;
- (k) "**Disclosed**" means, in the case of Fathom, disclosed in the Data Room at the relevant time, and, in the case of the Purchaser, disclosed in writing to Fathom prior to the date of this Agreement;
- (l) "**Election Forms**" means the tax election forms to be jointly elected with certain Shareholders pursuant to the provisions of subsection 85(1) of the Income Tax Act (Canada)(and, if applicable, the corresponding provisions of any provincial or territorial tax legislation);
- (m) "**Encumbrances**" means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, or adverse claim, right of others or other encumbrance of any kind.
- (n) "**Fathom Assets**" or "**Mineral Claims**" means the assets of Fathom as shown in the Fathom Financial Statements, and includes primarily the Mineral Claims described in Schedule A attached hereto known as the Alberta Lake Project located in Saskatchewan Canada;
- (o) "**Fathom Financial Statements**" means the unaudited financial statements of Fathom as at and for the year ended December 31, 2019;
- (p) "**Fathom Material Contracts**" has the meaning set forth in Section 5.02(l);
- (q) "**Governmental Authority**" means any (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, court, tribunal, commission, board or agency, domestic or foreign, or (b) regulatory authority, including any securities commission or stock exchange;
- (r) "**IFRS**" means the International Financial Reporting Standards approved by the International Accounting Standards Board, or any successor thereto, applicable as at the date on which a calculation is made or required to be made;
- (s) "**laws**" means all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, or any provisions of the foregoing, including general

principles of common and civil law and equity, binding on or affecting the person referred to in the context in which such word is used; and "**law**" means any one of them;

- (t) "**Liquidity Event**" means a transaction or proposed transaction of the Purchaser which involves any of: (i) a distribution to the public of Class "A" common shares of the Purchaser ("Purchaser Shares") in Canada pursuant to a prospectus and the concurrent listing of the Purchaser Shares for trading on a recognized Canadian exchange (a "Recognized Exchange"); or (ii) another transaction as a result of which all outstanding Purchaser Shares, or the securities of another issuer issued in exchange for all such outstanding Purchaser Shares, are traded on a Recognized Exchange and are freely tradable (subject to resale restrictions on any concurrent financing and control block restrictions);
- (u) "**Material Adverse Effect**" means any event, change, or effect that is, or is reasonably be expected to be, materially adverse to the business, operations, assets, cash flow, liabilities, capitalization or condition (financial or otherwise) or prospects of Fathom and its operations, taken as a whole, other than any event, change or effect relating to or resulting from: (i) general economic, financial, currency exchange, or securities prices in Canada or elsewhere including conditions in U.S., European or global capital, credit or financial markets generally; (ii) acts of God, calamities, pandemics, national or international political or social conditions, including the engagement of hostilities by or with any other country which have commenced or worsened after the date hereof; or (iii) any action or inaction taken by a party that is made at the request of the other party in writing or that is consented to by the other party in this Agreement or expressly in writing;
- (v) "**Material Contract**" means any Contract to which a person is a party and which is material to such person, including any Contract: (i) the termination of which would have a Material Adverse Effect on such person; (ii) any contract which would result in payments to or from such person or its subsidiaries (if any) in excess of \$150,000, whether payable in one payment or in successive payments; (iii) any agreement or commitment relating to the borrowing of money or to capital expenditures; and (iv) any agreement or commitment not entered into in the ordinary course of business;
- (w) "**material fact**" shall have the meaning ascribed to it in the *Securities Act* (Alberta);
- (x) "**misrepresentation**" shall have the meaning ascribed to it in the *Securities Act* (Alberta);
- (y) "**person**" includes an individual, sole proprietorship, partnership, limited partnership, unincorporated association or organization, unincorporated syndicate, body corporate, trust, trustee, executor, administrator, legal representative of the Crown or any agency or instrumentality thereof;
- (z) "**Payment Shares**" has the meaning set forth in Section 2.02(b);
- (aa) "**Purchased Shares**" has the meaning set forth in the recitals to this Agreement;
- (bb) "**Shareholders**" means holders of common shares in the capital of Fathom;
- (cc) "**Securityholder Agreement**" means the form of share transfer (with applicable schedules) to be executed by the Shareholders of Fathom substantially in the form as set forth in Schedule "B";
- (dd) "**Tax Act**" means the *Income Tax Act* (Canada), as amended from time to time;

- (ee) **"Time of Closing"** means 11:00 a.m. (Calgary time) on the Closing Date, or such other time as the parties may mutually determine; and
- (ff) **"Transaction"** means the purchase and sale of the Purchased Shares in accordance with the terms of this Agreement.

1.02 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada (\$) unless otherwise specified.

1.03 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, sections and other portions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless otherwise indicated, any reference in this Agreement to an Article, Section or a Schedule or Exhibit refers to the specified Article or Section of, or Schedule or Exhibit to this Agreement.

1.04 Number, etc.

Unless the subject matter or context requires the contrary, words importing the singular number only shall include the plural and vice versa; words importing the use of any gender shall include all genders and words importing persons shall include natural persons, firms, trusts, partnerships and corporations.

1.05 Date for Any Action

In the event that any date on which any action is required or permitted to be taken hereunder by any person is not a Business Day, such action shall be required to be taken on the next succeeding day which is a Business Day.

1.06 Statutory References

Any reference in this Agreement to a statute includes all regulations and rules made thereunder, all amendments to such statute in force from time to time and any statute, regulation or rule that supplements or supersedes such statute, regulation or rule.

1.07 Knowledge

- (a) Any reference herein to "the knowledge of the Purchaser" (or similar expressions) will be deemed to mean the actual knowledge of any of the executive officers of the Purchaser, together with the knowledge such persons would have had if they had conducted a diligent inquiry into the relevant subject matter.
- (b) Any reference herein to "the knowledge of Fathom" (or similar expressions) will be deemed to mean the actual knowledge of any of the executive officers of Fathom, together with the knowledge such persons would have had if they had conducted a diligent inquiry into the relevant subject matter.

1.08 Schedules

The following schedules are attached to, form part of and are incorporated by reference in this Agreement:

- (a) Schedule "A" – Mineral Claims

- (b) Schedule "B" – Form of Securityholder Agreement

ARTICLE II PURCHASE AND SALE OF PURCHASED SHARES

2.01 Purchase and Sale

Subject to the terms and conditions hereof and the terms and conditions of the Securityholder Agreements:

- (a) The Shareholders shall sell, assign and transfer to the Purchaser, and the Purchaser shall purchase and accept from the Shareholders, the Purchased Shares; and
- (b) The Vendor shall use its best efforts to procure the Shareholders to sell, assign and transfer to the Purchaser, and Purchaser shall purchase and accept from the Shareholders, the Purchased Shares.

2.02 Purchase Price for the Purchased Shares

- (a) Total Consideration. The total consideration to be paid by the Purchaser for the Purchased Shares, on a fully diluted basis as of the Closing, is equal to the Payment Shares (the "**Total Consideration**").
- (b) Payment Shares. At the Closing, the Purchaser shall issue to the Shareholders 49,980,149 fully paid Common Shares of the Purchaser (as adjusted for stock splits, combinations, reorganizations and the like with respect to such shares after the date hereof) (the "**Payment Shares**").

2.03 Executive Management

- (a) The Parties agree that each of Brad Van Den Bussche, Doug Porter and Ian Fraser shall be entitled to receive salaries and/or consulting fees from Purchaser which shall accrue from January 1, 2021 at rates to be finalized in definitive agreements to be executed between the Purchaser and such individuals by the earlier of: (i) the date that any prospectus-level disclosure document is filed in respect of any Liquidity Event; or (ii) 60 days from the date of this Agreement.

ARTICLE III CONDITIONS OF CLOSING

3.01 Conditions of Closing in Favour of the Purchaser

The obligations of the Purchaser to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Shareholders and Fathom shall have tendered all closing deliveries set forth in Sections 4.03 including delivery of the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers and delivery of the Securityholder Agreements;
- (b) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to permit the completion of the Transaction shall have been obtained;

- (c) Fathom shall have no outstanding long-term liabilities, shareholder loans or other third-party loans at the Time of Closing other than as Disclosed or trade payables incurred in the ordinary course of business;
- (d) neither of Fathom or the Shareholders shall have violated the exclusivity granted to the Purchaser under Article VIII;
- (e) the representations and warranties of Fathom set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of Fathom to this effect shall have been delivered to the Purchaser;
- (f) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Fathom, and the terms, covenants and conditions of the Securityholder Agreements to be complied with by the Shareholder, at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of Fathom to this effect shall have been delivered to the Purchaser;
- (g) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to Fathom or the Fathom Assets;
- (h) Fathom shall not have any outstanding options, warrants or other securities convertible into shares of Fathom;
- (i) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the Purchaser or the Fathom or that could reasonably be expected to impose any condition or restriction upon the Purchaser or the Fathom which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction;
- (j) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, adversely affects or may adversely affect the Transaction;
- (k) it is, or will be at the Time of Closing, the legal and beneficial owner of the Mineral Claims;
- (l) it is legally entitled to hold the Vendor's interest in the Mineral Claims and will remain so entitled until the Purchased Shares have been duly transferred to the Purchaser as contemplated hereby;
- (m) it is, and at the time of the transfer and assignment to the Purchaser of the Purchased Shares, the absolute legal and beneficial owner in all of the Mineral Claims and has good and marketable title thereto, in each case free and clear of all Encumbrances (save for royalties Disclosed in two contracts in the Data Room), and no taxes or rentals are or will be due in respect of any of the Mineral Claims;
- (n) the Mineral Claims have been duly and validly staked, located, or granted, and recorded pursuant to the laws of jurisdictions in which they are situated and are in good standing with

respect to all filings, fees, taxes, assessments, work commitments or other conditions on the date hereof;

- (o) to the best of its knowledge, there are not any adverse claims or challenges against or to the ownership of or title to any of the mining claims comprising the Mineral Claims, or to the knowledge of the Vendor is there any basis therefore, and there are no outstanding agreements or options to acquire or purchase the Mineral Claims or any portion thereof, and no person other than the Vendor, pursuant to the provisions hereto, and the royalties Disclosed in two contracts in the Data Room, has any royalty or other interest whatsoever in production from any of the mining claims comprising the Mineral Claims;
- (p) all claims comprising the Mineral Claims are valid and transferable; and
- (q) entering into this Agreement does not and will not conflict with and does not and will not result in a breach of, any agreement or instrument to which the Vendor is a party.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

3.02 Conditions of Closing in Favour of Fathom and the Shareholders

The obligations of Fathom and the Shareholders to complete the Transaction are subject to the fulfillment of the following conditions on or before the Time of Closing:

- (a) the Purchaser shall have tendered all closing deliveries set forth in Section 4.02 including delivery of the Payment Shares;
- (b) all resolutions of the Purchaser approving the additions of Brad Van Den Bussche, Mark Cummings, Ian Fraser and John Morgan to the Purchaser's board of directors;
- (c) all consents, waivers, permits, orders and approvals of all Governmental Authorities or other persons necessary to permit the completion of the Transaction shall have been obtained;
- (d) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Time of Closing in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier), except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholder and Fathom;
- (e) all of the terms, covenants and conditions of this Agreement and the Securityholder Agreements to be complied with or performed by the Purchaser at or before the Time of Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to Fathom (on its own behalf and on behalf of the Shareholders);
- (f) there shall not have been after the date of this Agreement any Material Adverse Effect with respect to the Purchaser;
- (g) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Transaction, results in a judgment or assessment of damages relating to the Transaction that is materially adverse to the

Purchaser or the Fathom or that could reasonably be expected to impose any condition or restriction upon the Purchaser or the Fathom which, after giving effect to the Transaction, would so materially and adversely impact the economic or business benefits of the Transaction as to render inadvisable the consummation of the Transaction; and

- (h) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of Fathom, acting reasonably, adversely affects or may adversely affect the Transaction.

The foregoing conditions precedent are for the benefit of Fathom and the Shareholders and may be waived by Fathom, in whole or in part, without prejudice to Fathom's or the Shareholders' rights to rely on any other condition in favour of Fathom and the Shareholder.

3.03 Notice and Cure Provisions

Each party will give prompt notice to the other parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing Date, of any event or state of facts which occurrence or failure would or would be likely to:

- (a) cause any of the representations or warranties of any party contained herein to be untrue or inaccurate on the date hereof or at the Closing Date; or
- (b) result in the failure by any party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such party hereunder prior to the Closing Date.

Subject to Article VII, no party may elect not to complete the Transaction as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 3.01 or 3.02, as applicable, unless the party intending to rely thereon has delivered a written notice to the other parties hereto prior to the Time of Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

ARTICLE IV CLOSING ARRANGEMENTS

4.01 Time and Place of Closing

Closing of the Transaction shall take place at the Time of Closing at the offices of Burstall LLP.

4.02 Closing Deliveries of the Purchaser

At the Time of Closing, the Purchaser will deliver or cause to be delivered:

- (a) a certificate of one of the Purchaser's senior officers, dated as of the Closing Date, certifying:
 - (i) that attached thereto are true and complete copies of the constating documents of the Purchaser (and all amendments thereto as in effect as on such date);
 - (ii) all resolutions of the board of directors of the Purchaser approving the entering into of this Agreement and all ancillary agreements contemplated herein and the completion of the Transaction, including the issuance of the Payment Shares, and
 - (iii) as to the incumbency and genuineness of the signature of each officer of Purchaser executing this Agreement or any of the other agreements or documents contemplated hereby;

- (b) the officer's certificates referred to in Sections 3.02(d) and 3.02(e); and
- (c) a certificate of status for the Purchaser.

4.03 Closing Deliveries of Fathom and the Shareholders

At the Time of Closing, Fathom and the Shareholders will deliver or cause to be delivered:

- (a) share certificate(s) evidencing the Purchased Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;
- (b) a certified copy of the register of members of Fathom showing the Purchaser as the holder of the Purchased Shares;
- (c) a certificate of one of Fathom's senior officers, dated as of the Closing Date, certifying: (i) that attached thereto are true and complete copies of the constating documents of Fathom (and all amendments thereto as in effect as on such date); (ii) all resolutions of the board of directors of Fathom approving the entering into of this Agreement and the completion of the Transaction; (iii) as to the incumbency and genuineness of the signature of each officer of Fathom executing this Agreement or any of the other agreements or documents contemplated hereby and (iv) that no changes to the Data Room are necessary in order for Fathom to provide the representations, warranties and covenants of Fathom in the Agreement which refer to the Data Room;
- (d) the officers' certificates referred to in Sections 3.01(e) and 3.01(f);
- (e) a certificate of status for Fathom; and
- (f) Executed copies of the Securityholder Agreements.

ARTICLE V REPRESENTATIONS AND WARRANTIES

5.01 Representations and Warranties of the Purchaser

Save as Disclosed, the Purchaser represents and warrants to and in favour of each of the Shareholders and Fathom as follows and acknowledges that such parties are relying upon such representations and warranties in connection with the transactions contemplated herein:

- (a) the Purchaser is a corporation validly existing and in good standing under the laws of the Province of Alberta and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which the nature of its business makes such registration, licensing or qualification necessary;
- (b) the Purchaser has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease its property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by the Purchaser and each is, or will be at the Time of Closing, a legal, valid and

binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms;

- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the constating documents of the Purchaser or of any resolutions of the directors or shareholders of the Purchaser, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material agreement, licence or permit to which the Purchaser is a party or by which the Purchaser is bound or to which any material assets or property of the Purchaser is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to the Purchaser;
- (e) the authorized capital of the Purchaser consists of an unlimited number of Common Shares, of which, as of the date hereof, 53,180,149 Common Shares are issued and outstanding as fully paid and non-assessable;
- (f) when issued in accordance with the terms hereof, the Payment Shares will be validly issued as fully paid and non-assessable Common Shares;
- (g) except as disclosed in the public domain no person has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of the Purchaser;
- (h) since January 1, 2020, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of the Purchaser;
- (i) the Purchaser has conducted and is conducting its business in compliance in all material respects with all applicable laws, regulations, by-laws, ordinances, regulations, rules, judgments, decrees and orders of each jurisdiction in which its business is carried on;
- (j) there are no waivers, consents, notices or approvals required to be given or obtained by the Purchaser in connection with Transaction contemplated by this Agreement under any Contract to which the Purchaser is a party;
- (k) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over the Purchaser is required to be obtained by the Purchaser in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent the Purchaser from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on the Purchaser;
- (l) except as Disclosed, there is no suit, action or proceeding or, to the knowledge of the Purchaser, pending or threatened against the Purchaser that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on the Purchaser, and there is no judgment, decree, injunction, rule or order of any Governmental Authority with jurisdiction over the Purchaser outstanding against the Purchaser causing, or which could reasonably be expected to cause, a Material Adverse Effect on the Purchaser;

- (m) the Purchaser has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified the Purchaser of such Governmental Authority's intention to commence or to conduct any investigation, that could be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (n) the Corporate Records of the Purchaser are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in compliance with all applicable laws and with the constating documents of the Purchaser, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders of the Purchaser; (ii) the minute books contain all written resolutions passed by the directors and shareholders of the Purchaser; (iii) the share certificate books, register of shareholders and register of transfers of the Purchaser are complete and accurate, and all such transfers have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of the Purchaser were duly elected or appointed as the case may be;
- (o) the Purchaser has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement that in any manner may or will impose liability on Fathom or the Shareholders; and
- (p) to the knowledge of the Purchaser, no representation or warranty of the Purchaser contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.02 Representations and Warranties Relating to Fathom

Save as Disclosed, Fathom represents and warrants to the Purchaser as follows and acknowledge that the Purchaser is relying on such representations and warranties in connection with the transactions contemplated herein:

- (a) Fathom is a corporation validly existing and in good standing under the laws of its jurisdiction of incorporation and is duly registered, licensed or qualified to carry on business as an extra-provincial or foreign corporation under the laws of the jurisdictions in which it currently conducts business where the nature of its business makes such registration, licensing or qualification necessary;
- (b) Fathom has the corporate power and capacity to enter into this Agreement and each additional agreement or instrument to be delivered pursuant to this Agreement, to perform its obligations hereunder and thereunder, to own and lease it property, and to carry on its businesses as now being conducted;
- (c) this Agreement has been, and each additional agreement or instrument to be delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Fathom and is, or will be at the Time of Closing, a legal, valid and binding obligation of Fathom, enforceable against Fathom in accordance with its terms;
- (d) the execution and delivery of this Agreement does not, and the consummation of the Transaction will not, (i) result in a breach or violation of the articles or by-laws of Fathom or of any resolutions of the directors or shareholders of Fathom, (ii) conflict with, result in a breach of, constitute a default under or accelerate the performance required by or result in the suspension, cancellation, material alteration or creation of an encumbrance upon any material

agreement (including any Fathom Material Contract), license or permit to which Fathom is a party or by which Fathom is bound or to which any material assets or property of Fathom is subject, or (iii) violate any provision of any applicable law or regulation or any judicial or administrative order, award, judgment or decree applicable to Fathom;

- (e) as of the date hereof, the issued share capital of Fathom consists of 49,980,149 class "A" common shares issued and outstanding, as fully paid and non-assessable (assuming conversion of the Convertible Debentures). The Data Room sets out a complete list of the shareholders of Fathom;
- (f) except as Disclosed in respect of stock options to be cancelled prior to Closing, no person, other than pursuant to this Agreement, has any agreement, option, right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, including convertible securities, options, warrants or convertible obligations of any nature, for the purchase, subscription, allotment or issuance of any unissued shares or other securities of Fathom;
- (g) except as previously Disclosed to the Purchaser, Fathom does not own or have any agreements of any nature to acquire, directly or indirectly, any shares in the capital of or other equity or proprietary interests in any person, and Fathom does not have any agreement to acquire or lease any material assets or properties or any other business operations;
- (h) except as disclosed in the Fathom Financial Statements, there are no related-party transactions or off-balance sheet structures or transactions with respect to Fathom;
- (i) at and following the Time of Closing, except as Disclosed, no amounts will be payable, and Fathom will have no liabilities or contingent liabilities;
- (j) except as disclosed in the Fathom Financial Statements, Fathom is not a party to, or bound by, any agreement of guarantee, indemnification, assumption or endorsement or any like commitment of the obligations, liabilities (contingent or otherwise) or indebtedness of any other person;
- (k) since December 18, 2020, there has been no material adverse change in the condition (financial or otherwise), assets, liabilities, operations, earnings or business of Fathom;
- (l) the Contracts Disclosed in the Data Room constitute all the Material Contracts of Fathom (the "**Fathom Material Contracts**"). Each of the Fathom Material Contracts is in full force and effect, unamended, and there exists no default, warranty claim or other obligation or liability or event, occurrence, condition or act (including the purchase and sale of the Purchased Shares hereunder) which, with the giving of notice, the lapse of time or the happening of any other event or condition, would become a default, or give rise to a warranty claim or other obligation or liability thereunder. Fathom has not violated or breached, in any material respect, any of the terms or conditions of any Fathom Material Contract and all the covenants to be performed by any other party thereto have been fully and properly performed;
- (m) other than the Securityholder Agreements, there are no waivers, consents, notices or approvals required to be given or obtained by Fathom in connection with the Transaction contemplated by this Agreement under any Contract to which either is a party;
- (n) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Fathom is required to be obtained by Fathom in connection with the execution and delivery of this Agreement or the consummation of the Transaction, except for those consents, orders, authorizations,

declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Transaction or otherwise prevent Fathom from performing its obligations under this Agreement and could not reasonably be expected to have a Material Adverse Effect on Fathom;

- (o) there is no suit, action or proceeding or, to the knowledge of Fathom, pending or threatened against Fathom that, individually or in the aggregate, could reasonably be expected to have a Material Adverse Effect on Fathom, and there is no judgment, decree, injunction, rule or order of any Governmental Authority with jurisdiction over Fathom outstanding against Fathom causing, or which could reasonably be expected to cause, a Material Adverse Effect on Fathom;
- (p) Fathom has good and marketable title to its properties and assets (other than property or an asset as to which it is a lessee, in which case it has a valid leasehold interest), except for such defects in title that individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Fathom;
- (q) no person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming an agreement, option, understanding or commitment for the purchase from Fathom of any of its assets or property (including the Fathom Assets);
- (r) Fathom has, and the Data Room sets forth a complete list of, all permits, licenses, certificates of authority, orders and approvals of Fathom, and they have made all filings, applications and registrations with, applicable Governmental Authorities that are required in order to permit it to carry on their businesses as presently conducted, except for such permits, licenses, certificates, orders, filings, applications and registrations, the failure to have or make, individually or in the aggregate, could not reasonably be expected to have a Material Adverse Effect on Fathom, and all such permits, licenses, certificates of authority, orders and approvals are in good standing in all material respects and Fathom has no reason to expect that such permits, licenses, certificates of authority, orders and approvals may be suspended, revoked, subject to a material change in applicable condition or not renewed upon expiration;
- (s) Fathom has not been required to file any tax returns as of the date hereof and adequate provision has been made for taxes payable for the current period for which tax returns are not yet required to be filed. There are no actions, suits, or claims asserted or assessed against Fathom in respect of taxes, governmental charges or assessments, nor are any matters under discussion with any Governmental Authority relating to taxes, governmental charges or assessments asserted by such Governmental Authority. Fathom has withheld from each payment made by it to any person and remitted to the proper tax and other receiving offices within the time required all income tax and other deductions required to be withheld from such payments;
- (t) Fathom has not been notified by any Governmental Authority of any investigation with respect to it that is pending or threatened, nor has any Governmental Authority notified Fathom of such Governmental Authority's intention to commence or to conduct any investigation that could be reasonably likely to have a Material Adverse Effect on Fathom;
- (u) other than as Disclosed in the Data Room, Fathom has no employees and are not parties to any employment, management or consulting agreement of any kind whatsoever;
- (v) the Corporate Records of Fathom are complete and accurate in all material respects and all corporate proceedings and actions reflected therein have been conducted or taken in

compliance with all applicable laws and with the constating documents of Fathom, and without limiting the generality of the foregoing: (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders of Fathom; (ii) the minute books contain all written resolutions passed by the directors and shareholders of Fathom; (iii) the share certificate books, register of shareholders and register of transfers of Fathom are complete and accurate, and all such transfers have been duly completed and approved; and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers of Fathom were duly elected or appointed as the case may be.

- (w) all Books and Records of Fathom have been fully, properly and accurately kept and, where required, completed in accordance with generally accepted accounting principles, and there are no material inaccuracies or discrepancies of any kind contained or reflected therein;
- (x) Fathom has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser; and
- (y) to the knowledge of Fathom, no representation or warranty of Fathom contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.

5.03 Survival of Representations and Warranties

The representations and warranties contained in this Agreement or any document or certificate given pursuant hereto shall survive the Closing of the Transaction until the date that is three years from the date of Closing. No claim for breach of any representation, warranty or covenant shall be valid unless that party against whom such claim is made has been given notice thereof before the expiry of such three-year period.

Notwithstanding the foregoing, the representations and warranties contained in Section 5.02(s) of this Agreement hereto shall survive the Closing of the Transaction for as long as the relevant governmental authority (including but not limited to the Canada Revenue Agency) can assess or reassess the Purchaser in respect of the purchase of the Purchased Shares.

ARTICLE VI COVENANTS

6.01 Mutual Covenants

Each of the parties hereby covenants and agrees as follows:

- (a) to use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to any of the parties' obligations hereunder which are reasonably under its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under applicable laws and regulations to complete the Transaction in accordance with the terms of this Agreement. Without limiting the generality of the foregoing, in the event that any person, including without limitation, any securities regulatory authority, seeks to prevent, delay or hinder implementation of all or any portion of the Transaction or seeks to invalidate all or any portion of this Agreement, each of the parties shall use commercially reasonable efforts to resist such proceedings and to lift or rescind any injunction or restraining order or other order or action seeking to stop or otherwise adversely affecting the ability of the parties to complete the Transaction;

- (b) to use commercially reasonable efforts to obtain, before the Time of Closing, all authorizations, waivers, exemptions, consents, orders and other approvals from domestic or foreign courts, Governmental Authorities, shareholders and third parties as are necessary for the consummation of the transactions contemplated herein;
- (c) to use commercially reasonable efforts to defend or cause to be defended any lawsuits or other legal proceedings brought against it challenging this Agreement or the completion of the Transaction. No party will settle or compromise any claim brought against them in connection with the transactions contemplated by this Agreement prior to the Closing Date without the prior written consent of each of the others, such consent not to be unreasonably withheld or delayed;
- (d) to promptly notify each of the other parties if any representation or warranty made by it in this Agreement ceases to be true and correct in all respects (in the case of any representation or warranty containing any materiality or Material Adverse Effect qualifier) or in all material respects (in the case of any representation or warranty without any materiality or Material Adverse Effect qualifier) and of any failure to comply in any material respect with any of its obligations under this Agreement;
- (e) to co-operate with each of the other parties hereto in good faith to ensure the timely completion of the Transaction; and
- (f) to use commercially reasonable efforts to co-operate with each of the other parties hereto in connection with the performance by the other of its obligations under this Agreement.

6.02 Covenants of the Purchaser

The Purchaser covenants and agrees with Fathom and the Shareholders that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

- (a) in a timely and expeditious manner, file and/or deliver any document or documents as may be required for the Transaction as contemplated herein to be effective; and
- (b) except for non-substantive communications, furnish promptly to Fathom (on behalf of the Shareholders) a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Purchaser in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (c) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to any of the parties' obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction as contemplated herein, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts, as applicable;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be affected by it in connection with the Transaction and participate and appear in any proceedings of either the Purchaser or

Fathom before any Governmental Authority to the extent permitted by such authorities; and

- (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (d) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction; and
- (e) take all necessary corporate action and proceedings to approve and authorize the issuance of the Payment Shares to the Shareholders.

6.03 Covenants of Fathom

Fathom covenants and agrees with the Purchaser that, until the earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Article VII, it will:

- (a) make available and afford the Purchaser and its authorized representatives and, if requested by the Purchaser, provide a copy of all title documents, Contracts, financial statements, minute books, share certificate books, share registers, plans, reports, licenses, orders, permits, books of account, accounting records, constating documents and all other documents, information and data relating to it. Fathom will afford the Purchaser and its authorized representatives every reasonable opportunity to have free and unrestricted access to Fathom's property, assets, undertaking, records and documents. At the request of Purchaser, Fathom will execute or cause to be executed such consents, authorizations and directions as may be necessary to permit any inspection of Fathom's business and any of its property or to enable Purchaser or its authorized representatives to obtain full access to all files and records relating to any of the assets of Fathom maintained by governmental or other public authorities. The exercise of any rights of inspection by or on behalf of Purchaser under this Section 6.03(a) will not mitigate or otherwise affect the representations and warranties of Fathom hereunder;
- (b) except for non-substantive communications, furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by Fathom in connection with or related to the Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting the Transaction as contemplated herein;
- (c) use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to any of the parties' obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other actions and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be affected by it in connection with the Transaction and participate and appear in any proceedings of either Fathom or the Purchaser before any Governmental Authority to the extent permitted by such authorities; and

- (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Transaction;
- (d) subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Transaction;
- (e) conduct and operate its business and affairs only in the ordinary course consistent with past practice and use commercially reasonable efforts to preserve its business organization, goodwill and material business relationships with other persons and, for greater certainty, it will not enter into any material transaction out of the ordinary course of business consistent with past practice without the prior consent of the Purchaser, and Fathom will keep the Purchaser fully informed as to the material decisions or actions required or required to be made with respect to the operation of its business, provided that such disclosure is not otherwise prohibited by reason of a confidentiality obligation owed to a third party for which a waiver could not be obtained;
- (f) except as may be necessary or desirable to affect the Transaction as contemplated hereunder, not alter or amend its articles or by-laws as the same exist at the date of this Agreement;
- (g) not merge into or with, or amalgamate or consolidate with, or enter into any other corporate reorganization or arrangement with, or transfer its undertaking or assets as an entirety or substantially as an entirety to, any other person or perform any act which would render inaccurate in any material way any of its representations and warranties set forth herein as if such representations and warranties were made at a date subsequent to such act and all references to the date of this Agreement were deemed to be such later date, except as contemplated in this Agreement, and without limiting the generality of the foregoing, it will not:
 - (i) make any distribution by way of dividend, distribution of property or assets, return of capital or otherwise to or for the benefit of its shareholders;
 - (ii) increase or decrease its paid-up capital or purchase or redeem any shares; or
 - (iii) issue or enter into any commitment to issue any of its shares or securities convertible into, or rights, warrants or options to acquire any such shares; and
- (h) use its best efforts to obtain, before the Time of Closing, the executed Share Transfer Forms from each of the Shareholders;
- (i) take all necessary corporate action and proceedings to approve and authorize the valid and effective transfer of the Purchased Shares to the Purchaser.

6.04 Additional Covenants

Purchaser shall, in connection with the purchase of Purchased Shares by it from any Shareholder, if and as requested by such Shareholder, jointly elect with the Shareholder pursuant to the provisions of subsection 85(1) of the Income Tax Act (and, if applicable, the corresponding provisions of any provincial or territorial tax legislation) in the form prescribed for such purposes and within the time limits set out therefor in subsection 85(6) of the Income Tax Act, and in that election shall agree to such amount in respect of the Shareholder's Purchased Shares (that are within the limits set out in subsection 85(1) of the Income Tax Act) as the Shareholder specifies, provided that the Purchaser's sole obligation pursuant to this Section 6.04 shall be to sign the requisite election forms and all ancillary documentation without amendment in the form submitted

to Purchaser by the Shareholder and return such election forms and ancillary documents to the Shareholder within 30 days after receipt thereof from the Vendor.

ARTICLE VII TERMINATION

7.01 Termination

This Agreement may be terminated at any time prior to the Closing:

- (a) by mutual written consent of all the parties hereto;
- (b) by the Purchaser, if there has been a material breach by any of Fathom's or any Shareholder's representation, warranty, covenant or agreement set forth in this Agreement or a Securityholder Agreement which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.01 which any of Fathom or the Shareholder, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;
- (c) by Fathom, if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 3.02 which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by Fathom;
- (d) any party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no party shall be entitled to terminate this Agreement if such party's material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

7.02 Effect of Termination

Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 9.02 and 9.07 which shall continue notwithstanding such termination; provided that neither the termination of this Agreement nor anything contained in this Section 7.02 shall relieve any party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

INDEMNIFICATION

7.03 Indemnification by the Purchaser

Subject to Section 5.03, the Purchaser shall indemnify and save Fathom and the Shareholders harmless for and from:

- (a) any loss, damages or deficiencies suffered by Fathom or the Shareholders as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

7.04 Notice of Claim

A party entitled to and seeking indemnification pursuant to the terms of this Agreement (the "**Indemnified Party**") shall promptly give written notice to the party or parties, as applicable, responsible for indemnifying the Indemnified Party (the "**Indemnifying Party**") of any claim for indemnification pursuant to Section 7.03 or the Securityholder Agreement (a "**Claim**", which term shall include more than one Claim). Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a "**Third Party Claim**") or whether the Claim does not so arise (a "**Direct Claim**"), and shall also specify with reasonable particularity (to the extent that the information is available):

- (a) the factual basis for the Claim; and
- (b) the amount of the Claim, or, if any amount is not then determinable, an approximate and reasonable estimate of the likely amount of the Claim.

7.05 Procedure for Indemnification

- (a) Direct Claims. With respect to Direct Claims, following receipt of notice from the Indemnified Party of a Claim, the Indemnifying Party shall have 30 days to make such investigation of the Claim as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying party the information relied upon by the Indemnified Party to substantiate the Claim. If the Indemnified Party and the Indemnifying Party agree at or prior to the expiration of such 30-day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim.
- (b) Third Party Claims. With respect to any Third-Party Claim, the Indemnifying Party shall have the right, at its own expense, to participate in or assume control of the negotiation, settlement or defence of such Third-Party Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's out-of-pocket expenses incurred as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall cooperate with the Indemnifying Party, shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim at its own expense and shall have the right to disagree on reasonable grounds with the selection and retention of counsel, in which case counsel satisfactory to the Indemnifying Party and the Indemnified Party shall be retained by the Indemnifying Party. If the Indemnifying Party, having elected to assume such control, thereafter fails to defend any such Third-Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third-Party Claim.

7.06 General Indemnification Rules

The obligations of the Indemnifying Party to indemnify the Indemnified Party in respect of Claims shall also be subject to the following:

- (a) any Claim arising as a result of a breach of a representation or warranty shall be made not later than the date on which, pursuant to Section 5.03 such representation and warranty terminated;

- (b) the Indemnifying Party's obligation to indemnify the Indemnified Party shall only apply to the extent that the Claims in respect of which the Indemnifying Party has given an indemnity, in the aggregate, exceed \$10,000;
- (c) if any Third Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "**Third Party**") with respect to such Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for any such payment. If the amount of any liability of the Indemnified Party under the Third-Party Claim in respect of which such a payment was made, as finally determined, is less than the amount which was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party;
- (d) except in the circumstance contemplated by Section 7.06(e), and whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnified Party shall not negotiate, settle, compromise or pay any Third Party Claim except with the prior written consent of the Indemnifying Party (which consent shall not be unreasonably withheld);
- (e) the Indemnified Party shall not permit any right of appeal in respect of any Third-Party Claim to terminate without giving the Indemnifying Party notice and an opportunity to contest such Third-Party Claim;
- (f) the Indemnified Party and the Indemnifying Party shall cooperate fully with each other with respect to Third Party Claims and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available);
- (g) the provisions of this Article VII shall constitute the sole remedy available to a party against another party with respect to any and all breaches of any agreement, covenant, representation or warranty made by such other party in this Agreement;
- (h) The indemnities provided in Sections 7.03 and the Securityholder Agreement shall not apply to the extent that the losses, liabilities or Claims are reimbursed by insurance or are caused by the gross negligence, wilful default or misconduct of the Party claiming indemnity; and
- (i) In no event shall the liability of a Shareholder pursuant hereto for Purchaser's losses arising from the Claims in respect of the breach of representations and warranties of the Shareholder set forth herein or in the Securityholder Agreement be greater, on an aggregate basis, than one hundred percent (100%) of the purchase price for such Shareholder's Purchased Shares.

ARTICLE VIII EXCLUSIVITY AND NON-SOLICITATION

8.01 Exclusivity

Neither Fathom or the Shareholders shall, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to the sale or disposition of any part of the Purchased Shares or Fathom Assets, or solicit enquiries or provide information with respect to same during the term of this Agreement.

8.02 Non-Solicitation of Employees and Customers

No party shall, for a period of 12 months from the date of this Agreement, (except with the prior written consent of the other party) directly or indirectly solicit or entice away, or attempt to solicit or entice away:

- (a) from the employment or engagement of that party, any employee or consultant of the other party; or
- (b) any customer of the other party.

A party shall not be in breach of this Section 8.02 as a result of running a national advertising campaign open to all comers and not specifically targeted at any of the staff or the customers of the other party.

ARTICLE IX GENERAL

9.01 Notices

Any notice, consent, waiver, direction or other communication required or permitted to be given under this Agreement (each, a "**notice**") shall be in writing shall be in writing addressed as follows:

- (a) if to the Purchaser:

FATHOM NICKEL INC.
#500, 707-5th Street SW
Calgary, Alberta
T2P 0Y3
Attention: Eugene Chen
E-mail: echen@mcleod-law.com

with a courtesy copy (which copy shall not constitute notice to the Purchaser) to:

McLeod Law LLP
#500, 707-5th Street SW
Calgary, Alberta
T2P 0Y3
Attention: Eugene Chen
E-mail: echen@mcleod-law.com

- (b) if to Fathom:

FATHOM MINERALS LTD.
#311, 1240 Kensington Rd. NW,
Calgary, Alberta T2N 3P7
Attention: Brad Van Den Bussche, President & Chief Executive Officer
E-mail: bvanden@fathomminerals.com

with a courtesy copy (which copy shall not constitute notice to Fathom) to:

Burstall LLP
1600, 333 – 7th Ave SW
Calgary, AB, T2P 2Z1

Attention: Adrian Harvey
E-mail: harvey@burstall.com

Each notice shall be personally delivered to the addressee or sent by e-mail to the addressee and a notice which is personally delivered or sent by email shall, if delivered or sent prior to 4:00 p.m. (local time of the recipient) on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the next Business Day. Any notice delivered to Fathom in accordance with this Section 9.01 prior to the Time of Closing shall be deemed to have been delivered to the Shareholders.

9.02 Confidentiality

Prior to Closing and, if the Transaction is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a party or which subsequently comes into the public domain other than as a result of a breach of such party's obligations under this Section 9.02. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

9.03 Assignment

No party may assign this Agreement or its rights or obligations hereunder without the prior written consent of the other parties hereto.

9.04 Binding Effect

This Agreement shall be binding upon and shall enure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.

9.05 Waiver

No waiver of any provision of this Agreement will constitute a waiver of any other provision, nor will any waiver constitute a continuing waiver unless otherwise expressly provided.

9.06 Governing Law

This Agreement shall be governed by and construed and interpreted in accordance with the laws of the Province of Alberta and the federal laws of Canada applicable therein and is to be treated in all respects as an Alberta contract.

9.07 Expenses

Each party shall be responsible for and bear all of its own costs and expenses (including any legal, accounting, banking, broker's, finder's, consultant's or other fees or expenses) incurred in connection with the Transaction, including fees and expenses of its representatives incurred at any time in connection with pursuing or consummating the Transaction.

9.08 No Personal Liability

- (a) No director, officer, employee or agent of the Purchaser shall have any personal liability whatsoever to Fathom or the Shareholders under this Agreement or any other document delivered in connection with the Transaction on behalf of the Purchaser.
- (b) No director, officer, employee or agent of Fathom (in such capacity) shall have any personal liability whatsoever to the Purchaser under this Agreement or any other document delivered in connection with the Transaction on behalf of Fathom.

9.09 Time of Essence

Time is of the essence of this Agreement and of each of its provisions.

9.10 Public Announcements

Each of the parties hereto shall co-operate with the other parties in releasing information concerning this Agreement and the transactions contemplated herein and shall furnish to and discuss with the other parties hereto drafts of all press and other releases prior to publication. No press release or other public announcement concerning the proposed transactions contemplated by this Agreement will be made by any party hereto without the prior consent of the other parties, such consent not to be unreasonably withheld or delayed; provided that nothing contained herein shall prevent any party hereto at any time from furnishing any information to any Governmental Authority or to the public if so required by applicable law.

9.11 Further Assurances

Each party will, upon request but without further consideration, from time to time promptly execute and deliver all further documents and take all further action necessary or appropriate to give effect to and perform the provisions and intent of this Agreement and to complete the transactions contemplated herein.

9.12 Entire Agreement

This Agreement, together with the documents required to be delivered pursuant to this Agreement, constitutes the entire agreement among the parties hereto pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations, and discussions, whether oral or written. There are no representations, warranties, covenants or conditions with respect to the subject matter hereof except as contained in this Agreement and any document delivered pursuant to this Agreement.

9.13 Amendments

No amendment of any provision of this Agreement will be binding on any party unless consented to in writing by such party.

9.14 Counterparts

This Agreement may be executed and delivered in one or more counterparts and may be executed and delivered by facsimile or any other electronically communicated method, each of which when executed and delivered shall be deemed an original and all of which counterparts together shall be deemed to constitute one and the same instrument.

IN WITNESS WHEREOF this Agreement has been executed by the parties hereto on the date first above written.

FATHOM NICKEL INC.

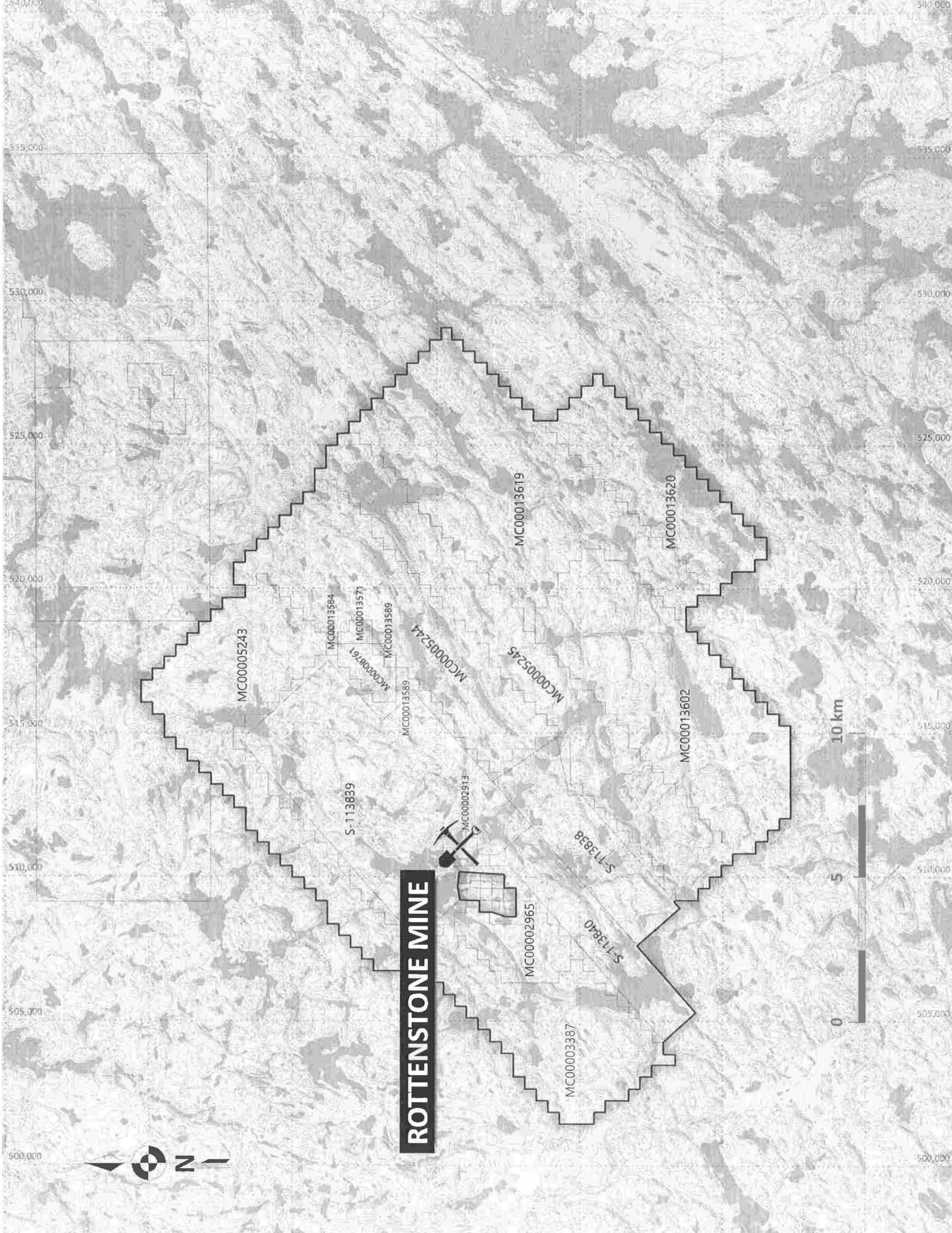
Per: "Eugene Chen"
Eugene Chen, President

FATHOM MINERALS LTD.

Per: "Brad Van Den Bussche"
Brad Van Den Bussche, President and
Chief Executive Officer

SCHEDULE "A"

Mineral Claims



ROTTENSTONE MINE

Alberta Lake Project

Property Disposition Summary

Disposition Number	Type	Total Area (Ha)
MC00002913	Mineral Claim	116
MC00002965	Mineral Claim	740
MC00003387	Mineral Claim	2678
MC00005243	Mineral Claim	3585
MC00005244	Mineral Claim	3608
MC00005245	Mineral Claim	3900
MC00008761	Mineral Claim	264
S-113840	Mineral Claim	1331
S-113839	Mineral Claim	4554
S-113838	Mineral Claim	1537
MC00013571	Mineral Claim	81
MC00013584	Mineral Claim	16
MC00013589	Mineral Claim	82
MC00013602	Mineral Claim	4504
MC00013619	Mineral Claim	5198
MC00013620	Mineral Claim	2201
		34395

SCHEDULE "B"

SECURITYHOLDER AGREEMENT

This Securityholder Agreement (this “**Agreement**”) is entered into as of January ____, 2021 (the “**Effective Time**”), by and among Fathom Nickel Inc. (“**Purchaser**”), Fathom Minerals Ltd. (the “**Company**”), and the undersigned holder of securities (for purposes hereof, “**Securityholder**”) of the Company (collectively, Purchaser, Company, and Securityholder, the “**Parties**”, and each a “**Party**”).

WHEREAS, on January 6, 2021, the Purchaser and Company entered into a Share Purchase Agreement (as the same may be amended or supplemented, the “**Share Purchase Agreement**”) providing for the purchase of all the issued and outstanding shares of the Company (“**Fathom Shares**”) by Purchaser (the “**Share Purchase Transaction**”), upon the terms and subject to the conditions set forth in the Share Purchase Agreement;

AND WHEREAS, as of the date hereof, Securityholder beneficially owns the number and type of Fathom Shares set forth opposite such Securityholder’s name on Schedule A attached hereto (the “**Transferred Shares**”);

AND WHEREAS, as a condition to the willingness of Purchaser to enter into the Share Purchase Agreement, Purchaser has requested that Securityholder agree, and in order to induce Purchaser to enter into, and in consideration of its entering into, the Share Purchase Agreement, Securityholder has agreed, to enter into this Agreement;

AND WHEREAS Securityholder wishes to tender and sell the Transferred Shares to Purchaser on the terms and conditions set forth in this Agreement;

NOW, THEREFORE, to induce Purchaser and Company to enter into the Share Purchase Agreement, and in consideration of the foregoing and the mutual covenants and agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the Parties agree as follows:

1. Definitions. Terms not otherwise defined herein shall have the respective meanings ascribed to them in Schedule C attached hereto.
2. Offer. The Share Purchase Agreement (for which a summary of terms is set forth in Schedule B attached hereto) sets out the offer made by Purchaser to purchase the Fathom Shares and, in signing this Agreement, the Securityholder is, with respect to those Fathom Shares it owns, approving and accepting that offer. The consideration to be received by the Securityholder hereunder is as set out in Schedule C to the Share Purchase Agreement.
3. Representations and Warranties of Securityholder. Securityholder, with effect as of the date hereof and as of the Closing Date, represents and warrants to Purchaser and the Company as follows and acknowledges that the Purchaser and Company are relying on such representations and warranties in connection with the transactions contemplated herein:
 - (a) Securityholder is the registered and beneficial owner of the number of Transferred Shares set forth opposite Securityholder’s name on Schedule A hereto, which, as of the Closing Date shall be free and clear of all Encumbrances, other than Encumbrances arising pursuant to this Agreement.
 - (b) this Agreement has been, and each additional agreement or instrument required to be

delivered pursuant to this Agreement will be prior to the Time of Closing, duly authorized, executed and delivered by Securityholder and each is, or will be at the Time of Closing, a legal, valid and binding obligation of Securityholder, enforceable against Securityholder in accordance with its terms;

- (c) Securityholder has all necessary capacity and authority to dispose of the Transferred Shares, to enter into this Agreement and the contracts, agreements and instruments required by this Agreement to be delivered by him, and perform his obligations hereunder and thereunder;
- (d) except for the Purchaser's rights pursuant to the Share Purchase Agreement, no person has any agreement or option or any right or privilege capable of becoming an agreement for the purchase of the Transferred Shares and none of such shares are subject to any voting trust, shareholders agreement, voting agreement or other agreement with respect to the disposition or enjoyment of any rights of such shares;
- (e) no consent, approval, order or authorization of, or registration or declaration with, any applicable Governmental Authority with jurisdiction over Securityholder is required to be obtained by Securityholder in connection with the execution and delivery of this Agreement or the consummation of the Share Purchase Transaction, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained, would not prevent or materially delay the consummation of the Share Purchase Transaction or otherwise prevent Securityholder from performing its obligations under this Agreement;
- (f) Securityholder is not an insolvent Person within the meaning of any applicable legislation and has not made an assignment in favour of creditors or a proposal in bankruptcy to creditors or any class thereof, and no petition for a receiving order has been presented in respect of it. Securityholder has not initiated proceedings with respect to a compromise or arrangement with creditors;
- (g) Securityholder acknowledges that the Payment Shares issuable hereunder have not been and will not be registered under the securities laws of any foreign jurisdiction and that the issuance of the Payment Shares pursuant to the terms of this Agreement is being made in reliance on applicable exemptions;
- (h) the receipt of the Payment Shares by Securityholder does not contravene any of the applicable securities legislation in the jurisdiction in which it is resident and does not trigger: (i) any obligation to prepare and file a prospectus or similar document, or any other report with respect to such transfer; and (ii) any registration or other obligation on the part of Purchaser;
- (i) no commission or similar regulatory authority has reviewed or passed upon the merits of the Payment Shares;
- (j) there is no government or other insurance covering the Payment Shares;
- (k) there are restrictions on the Securityholder's ability to resell the Payment Shares and it is the responsibility of the Securityholder to find out what those restrictions are and to comply with them before selling the Payment Shares;
- (l) the Purchaser is relying on an exemption from the requirements to provide the

Securityholder with a prospectus and, as a consequence of acquiring securities pursuant to this exemption, certain protections, rights and remedies provided by applicable securities laws, including statutory rights of rescission or damages, will not be available to the Securityholder;

- (m) Securityholder has not authorized any person to act as broker or finder or in any other similar capacity in connection with the transactions contemplated by this Agreement, that in any manner may or will impose liability on the Purchaser; and
 - (n) to the knowledge of Securityholder, no representation or warranty of Securityholder contained in this Agreement contains any untrue statement of a material fact or omits to state a material fact necessary in order to make the statements contained herein or therein not misleading.
4. Representations and Warranties of the Purchaser. The Purchaser hereby repeats in favour of the Securityholder, the Purchaser's representations and warranties as set out in Section 5.01 of the Share Purchase Agreement, and acknowledges that the Securityholder is relying on such representations and warranties in entering into this Agreement.
5. Release and Waiver.
- (a) Release. Subject to Closing occurring, Securityholder, on behalf of itself and each Releasor hereby irrevocably releases and forever discharges the Releasees, from all actions, causes of action, suits, claims, demands, liabilities or obligations whatsoever, in law or in equity (collectively "**Claims**"), of, by or in favor of Securityholder, which any Releasor ever had, now has, or hereafter shall or may have relating to the Company, solely as such Claim relates to the Transferred Shares or Securityholder's status as a securityholder of the Company or otherwise relating to Securityholder's relationship with the Company, whether known or unknown, contingent or accrued with respect to the period prior to and through the Closing Date. However, nothing in this Agreement shall be deemed to release or waive (and each Releasor retains in full) (a) any rights or claims that may arise under this Agreement or that may arise under any other agreement or instrument delivered pursuant to or in connection with this Agreement; (b) any claim that by law cannot be released or waived; and (c) any claim for indemnification made by Securityholder in such Securityholder's capacity as a director, officer or agent of the Company in connection with any indemnification agreement by and between the Company and such Securityholder, or similar indemnification commitment or obligation owed to Securityholder under the terms of the Company's charter, bylaws or similar organizational document (clauses (a) through (c) collectively "**Excluded Claims**").
 - (b) No Commencement of Released Claims. Securityholder, on behalf of itself and each other Releasor, agrees, effective upon the date hereof and to the fullest extent permitted by law, not to commence, aid, prosecute or cause to be commenced or prosecuted, directly or indirectly, any action or other proceeding based upon any of the Claims which are released under the terms of this Article 5.
 - (c) No Assignment. Securityholder, on behalf of itself and each other Releasor, (a) represents and warrants that neither it nor any of its Affiliates has assigned; and (b) covenants that it and each of its Affiliates will not assign, to any other Person, any Claim or potential Claim released above against the Releasees.
6. Covenants. The Securityholder covenants and agrees with the Purchaser and the Company, until the

earlier of the Closing Date and the date upon which this Agreement is terminated in accordance with Share Purchase Agreement, it will:

- (a) Reporting. except for non-substantive communications, furnish promptly to the Purchaser a copy of each notice, report, schedule or other document or communication delivered, filed or received by the Shareholder in connection with or related to the Share Purchase Transaction, any filings under applicable laws and any dealings with any Governmental Authority in connection with or in any way affecting, the Share Purchase Transaction as contemplated herein;
- (b) Conditions Precedent. use commercially reasonable efforts to satisfy (or cause the satisfaction of) the conditions precedent to its obligations set forth in this Agreement to the extent the same are within its control and to take, or cause to be taken, all other action and to do, or cause to be done, all other things necessary, proper or advisable under all applicable laws to complete the Share Purchase Transaction, including using commercially reasonable efforts to:
 - (i) obtain all necessary waivers, consents and approvals required to be obtained by it from other parties to loan agreements, leases, licenses, agreements and other Contracts;
 - (ii) effect all necessary registrations and filings and submissions of information requested by any Governmental Authority required to be affected by it in connection with the Share Purchase Transaction; and
 - (iii) fulfil all conditions and satisfy all provisions of this Agreement and the Share Purchase Transaction;
- (c) Consummation of Transaction. subject to applicable laws, not take any action, refrain from taking any action, or permit any action to be taken or not taken, inconsistent with this Agreement or which would reasonably be expected to significantly impede the consummation of the Share Purchase Transaction;
- (d) Exclusivity. not, directly or indirectly, negotiate or deal with any party other than with the Purchaser relating to the sale or disposition of any part of the Fathom Shares or Fathom Assets, or solicit enquiries or provide information with respect to same during the term of the Share Purchase Agreement.
- (e) No Encumbrances. not encumber in any manner the Transferred Shares and ensure that at the Time of Closing, the Transferred Shares are free and clear of all liens, charges, mortgages, security interests, pledges, demands, claims and other encumbrances whatsoever; and
- (f) Closing Matters. hereby irrevocably appoints McLeod Law LLP, counsel for the Purchaser, as the Shareholders' attorney with the following powers:
 - (i) to act as the Shareholder's representative at the Closing and to execute in the Shareholder's name and on the Shareholder's behalf all required Closing documents and instruments;
 - (ii) to correct any errors or omissions in any document or instrument provided by the Shareholder, including this Agreement; and

- (iii) to receive on the Shareholder's behalf certificates, or such other electronic evidence, representing the Payment Shares;

These powers of attorney are irrevocable; are coupled with an interest; have been given for valuable consideration, the receipt and sufficiency of which are acknowledged; and will extend to the Shareholder's successors, assigns, heirs, executors, administrators, and other legal representatives, as applicable. Any person dealing with McLeod Law may conclusively presume and rely upon the fact that any action taken by McLeod Law pursuant to this Section 6(f), including the execution of any document or instrument, is authorized by and binding on the Shareholder, without further inquiry;

- (g) Approval of Stock Consolidation. Securityholder agrees to a consolidation of the Payment Shares (the "**Consolidation**") that it receives from the Purchaser on the basis of one (1) new Purchaser Payment Share for each four (4) Payment Shares and hereby irrevocably appoints McLeod Law LLP, counsel for the Purchaser, as the Shareholders' attorney and to act as his or her representative, with full authority to: (a) execute and deliver any agreements or documents (collectively, the "Documents") McLeod Law LLP may deem necessary or advisable, such execution to be conclusive evidence of the Shareholder's approval of the Documents, solely with respect to the Consolidation; and (ii) execute and deliver all such instruments, agreements and other documents and take such further and other action as in McLeod Law LLP's opinion, may be necessary or desirable to complete the Consolidation and to execute in the Shareholder's name and on the Shareholder's behalf all required documents and instruments.

These powers of attorney are irrevocable; are coupled with an interest; have been given for valuable consideration, the receipt and sufficiency of which are acknowledged; and will extend to the Shareholder's successors, assigns, heirs, executors, administrators, and other legal representatives, as applicable. Any person dealing with McLeod Law may conclusively presume and rely upon the fact that any action taken by McLeod Law pursuant to this Article VI, including the execution of any document or instrument, is authorized by and binding on the Shareholder, without further inquiry

- (h) No Transfer. Securityholder agrees that, other than pursuant to the Share Purchase Transaction, Securityholder shall not (i) grant any proxies or enter into any voting trust or other agreement with respect to the voting of any Transferred Shares or (ii) sell, assign, transfer, pledge, encumber, hypothecate or otherwise dispose of (including by consolidation or otherwise by operation of law), or enter into any option or other agreement with respect to the direct or indirect sale, assignment, transfer, pledge, encumbrance, hypothecation or other disposition of, any Transferred Shares, and any such purported sale, assignment, transfer, pledge, encumbrance, hypothecation or other disposition shall not be recognized or recorded by the Company and shall be void.
- (i) Tender of Transferred Shares. **Securityholder hereby covenants and agrees that, at or prior to the Closing, it shall execute and deliver to the Purchaser the Share Transfer in the form attached as Schedule D hereto, and such other documentation required in connection with Closing and will tender the Transferred Shares to Purchaser as instructed by Purchaser.**
- (j) Consideration for Transferred Shares. **Securityholder hereby acknowledges and agrees that the consideration payable by Purchaser, being Securityholder's proportionate share of the Purchase Price as outlined in Schedule B attached hereto, constitutes the only consideration to which such Securityholder is entitled for the Transferred**

Shares pursuant to the Share Purchase Transaction.

- (k) Appraisal Rights. Securityholder, on behalf of itself and each other Releasor, hereby irrevocably waives and covenants not to exercise any and all appraisal rights or dissenter rights which Securityholder might otherwise be entitled to exercise under Applicable Law.
7. Escrow. The Securityholder hereby acknowledges that the Payment Shares issued will be subject to restrictions on resale in the following aggregate amounts and until the following dates:
- (a) 10% of the Payment Shares shall be released immediately in connection with Closing on the Closing Date;
 - (b) A further 23% of the Payment Shares shall be subject to restrictions on resale until the date which is 90 days from any Liquidity Date;
 - (c) A further 23% of the Payment Shares shall be subject to restrictions on resale until the date which is 180 days from any Liquidity Date;
 - (d) A further 22% of the Payment Shares shall be subject to restrictions on resale until the date which is 270 days from any Liquidity Date; and
 - (e) A further 22% of the Payment Shares shall be subject to restrictions on resale until the date which is 365 days from any Liquidity Date.

For the purpose hereof, "**Liquidity Date**" means the date of completion by the Purchaser of any of: (i) a distribution to the public of Class "A" common shares of the Purchaser ("**Common Shares**") in Canada pursuant to a prospectus and the concurrent listing of the Common Shares for trading on a recognized Canadian exchange (a "**Recognized Exchange**"); or (ii) another transaction as a result of which all outstanding Common Shares, or the securities of another issuer issued in exchange for all such outstanding Common Shares, are traded on a Recognized Exchange and are freely tradable (subject to resale restrictions on any concurrent financing and control block restrictions); or (iii) the date that is two (2) years from the date hereof.

Such resale restrictions shall be applied pro rata to the respective Payment Shares to be received by each Securityholder. During such time as any applicable Payment Shares are subject to restrictions on resale, without the prior consent of the Purchaser, no Securityholder may sell, deal in, assign, transfer, dispose of or encumber the applicable Payment Shares, in any manner whatsoever, or agree to do any of the foregoing, or enter into any transaction which would have the effect of vesting beneficial ownership of the applicable Payment Shares in another party. The Securityholder further acknowledges that the certificates evidencing any Payment Shares issued under this Agreement will be legended to reflect the application of these resale restrictions

8. Indemnification. Subject to the limitations of the representations and warranties of the Shareholder contained in the Share Purchase Agreement, the Shareholder shall indemnify and save the Purchaser harmless for and from:
- (a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of the Shareholder contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

- (b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.
9. Further Assurances. From time to time, at the request of another Party and without further consideration, each Party shall take such further action as may reasonably be necessary or desirable to consummate and make effective the transactions contemplated by this Agreement and the Share Purchase Agreement.
10. General Provisions.
- (a) Conditional Obligation. Securityholder acknowledges that a copy of the Share Purchase Agreement will be provided by Fathom to Securityholder only if requested by the Securityholder. Securityholder agrees and acknowledges that the obligation of the Purchaser hereunder to take up and pay for the Transferred Shares is subject to the completion of the conditions contained in the Share Purchase Agreement;
- The Share Purchase Agreement may be amended or amended and restated and any such amendment or amendment and restatement shall not in any way affect the obligations of Securityholder hereunder, and (iii) the Share Purchase Agreement may be terminated prior to Closing by the Purchaser or the Company in certain circumstances.
- (b) Survival of Representations, Warranties and Covenants. The representations and warranties contained herein, and the covenants contained herein to the extent they are to be performed from and after Closing, shall survive the closing of the Share Purchase Transaction for a period of three years.
- (c) Assignment and Binding Effect. No Party shall assign, transfer or otherwise dispose of its interests in or under this Agreement without the prior written consent of the other Parties.
- (d) Notices. All notices or other communications required or permitted to be given hereunder shall be in writing and shall be delivered by hand or sent by email or overnight courier service and shall be deemed given when so delivered by hand, or after one Business Day in the case of overnight courier service or, if emailed, on the day confirmation of successful email transmission is obtained by the sender thereof.
- (e) Amendment. No amendment of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Parties.
- (f) Waivers. At any time prior to the Closing, a Party may, to the extent legally permitted: (a) extend the time for the performance of any of the obligations or other acts of the other Parties; (b) waive any inaccuracies in the representations and warranties by the other Parties contained herein or in any document delivered pursuant hereto; and (c) waive performance of any of the covenants or agreements of the other Parties contained herein or in any document delivered pursuant hereto, or satisfaction of any of the conditions that are for the waiving Party's benefit. Any agreement on the part of a Party to any such extension or waiver shall be valid only if set forth in a written instrument signed on behalf of such Party. Except as provided in this Agreement, no action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representations, warranties, covenants or agreements contained in this Agreement. The waiver by any Party of a breach of any provision hereof shall not operate or be construed as a waiver of any prior or subsequent breach of the same or any other provisions hereof.

- (g) Governing Law; Jurisdiction and Venue. This Agreement shall in all respects be subject to and be interpreted, construed and enforced in accordance with the laws in effect in the Province of Alberta and the federal laws of Canada applicable therein, and each of Securityholders, Company, and Purchaser irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of Province of Alberta and all courts competent to hear appeals therefrom.
- (h) No Benefit to Others. The representations, warranties, covenants and agreements contained in this Agreement are for the sole benefit of the Parties, and their respective successors and permitted assigns, and they shall not be construed as conferring, and are not intended to confer, any rights on any other Person.
- (i) Interpretation; Definitions. The headings contained herein and in any Schedule hereto are for reference purposes only and shall not affect in any way the meaning or interpretation hereof. All Schedules annexed hereto or referred to herein are hereby incorporated in and made a part hereof as if set forth in full herein. For all purposes of this Agreement, unless otherwise specified herein, (i) words (including capitalized terms defined herein) in the singular shall be construed to include the plural and vice versa and words (including capitalized terms defined herein) of one gender shall be construed to include the other gender as the context requires; (ii) the terms “hereof” and “herein” and words of similar import shall be construed to refer to this Agreement as a whole (including all the Schedules) and not to any particular provision of this Agreement; (iii) all references herein to “\$” or dollars shall refer to Canadian dollars; and (iv) the words “include,” “includes” and “including,” when used herein, shall be deemed in each case to be followed by the words “without limitation”. Each representation, warranty, covenant and agreement contained herein shall have independent significance. Accordingly, if any representation, warranty, covenant or agreement contained herein is breached, the fact that there exists another representation, warranty, covenant or agreement relating to the same subject matter (regardless of the relative levels of specificity) shall not detract from or mitigate the breach of the first representation, warranty, covenant or agreement. Except to the extent a shorter time period is expressly set forth herein for a particular cause of action, actions hereunder may be brought at any time prior to the expiration of the longest time period permitted by Applicable Law.
- (j) Severability. If the whole or any portion of this Agreement or its application to any circumstance is held invalid or unenforceable, the remainder of this Agreement or its application to any circumstance other than that to which it has been held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable, to the fullest extent permitted by Applicable Law.
- (k) Counterparts; Electronic Signatures and Delivery. This Agreement may be executed in one or more counterparts, by either manual or electronic signature, all of which shall be considered one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart and such counterparts may be delivered by the Parties via facsimile or electronic transmission
- (l) Expenses. The Parties agree to pay their own respective expenses incurred in connection with this Agreement.
- (m) Termination. It is understood and agreed that the respective rights and obligations

hereunder of the Parties shall cease and this Agreement shall terminate on the earlier of: (a) with the exception of Section 3 and Section 6(b), the completion of Closing; (b) the date on which this Agreement is terminated by the mutual written agreement of the Parties hereto; and (c) the date on which the Share Purchase Agreement is terminated in accordance with its terms. In the event of termination of this Agreement, this Agreement shall forthwith be of no further force and effect, except Section 10(l) and this Section 10(m) (and Section 3 in the case of termination as a result of the completion of Closing) which provisions shall survive the termination of this Agreement.

- (n) **Independent Legal Advice. The Securityholder acknowledges, confirms and agrees that he, she or it has had the opportunity to seek and was not prevented or discouraged by any party hereto from seeking independent legal advice prior to the execution and delivery of this Agreement and that, in the event that such party did not avail himself/herself/itself with that opportunity prior to signing this agreement, such party did so voluntarily without any undue pressure and agrees that such party's failure to obtain independent legal advice shall not be used by him/her/it as a defence to the enforcement of his/her/its obligations under this agreement.**

[Signature page follows]

IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have duly executed this Agreement as of the date first above written.

By signing below, the undersigned Securityholder hereby acknowledges that he or she has read in full and understands this Agreement and acknowledges and accepts his or her rights and obligations hereunder and knowingly and voluntarily intends to be legally bound accordingly

WITNESS

SHAREHOLDER NAME IF INDIVIDUAL

**COMPANY NAME IF CORPORATE
SHAREHOLDER**

Per: _____

FATHOM MINERALS LTD.

Per: _____

FATHOM NICKEL INC.

Per: _____

Schedule A to Securityholder Agreement

Securityholder	Securityholder's Address	Number and Type of Fathom Shares held
[]	[] [] Attn: Email: Facsimile:	

Schedule B to Securityholder Agreement

Term Sheet

(any discrepancy between this summary and the Share Purchase Agreement shall be resolved in favour of the final terms set forth in the Share Purchase Agreement)

Transaction	<p>Sale of all of the issued and outstanding 49,980,149 Common Shares of Fathom Minerals Ltd. (the "Company") to Fathom Nickel Inc. (the "Purchaser") in exchange for 49,980,149 common shares of the Purchaser.</p> <p>Executive management of Fathom to become executive management of Purchaser and current board of directors of Fathom to join current board of directors of Purchaser.</p>
Closing Date:	Closing is expected to occur in January 2021.
Material Conditions:	Each of the Securityholders shall have executed and delivered to Purchaser a Securityholder Agreement and Share Transfer in respect of all Fathom Shares owned by it.
Contractual Indemnities	<p>The Company to provide certain indemnities in relation to breaches in respect of representations, warranties and covenants of the Company, as set forth in the Share Purchase Agreement.</p> <p>Each Securityholder to provide certain indemnities in relation to breaches in respect of representations, warranties and covenants of the Securityholder, as set forth in the applicable Securityholder Agreement.</p>
Escrow Restrictions	<p>Limitations on share transfers by non-management shareholders for 12 months after any "going public" event, as set forth in Article 7 of the Securityholder Agreement.</p> <p>(management shareholders subject to applicable escrow restrictions imposed by any stock exchange and/or securities regulators)</p>

Schedule C to Securityholder Agreement

Definitions

“Affiliates” means, in respect of a Person, any other Person which controls or is controlled by such Person, or which is controlled by a Person who controls such other Person, and “control” or any derivative thereof means the power to direct or cause the direction, other than by way of security, of the management and policies of the other Person, whether directly or indirectly, through one or more intermediaries or otherwise, and whether by virtue of the ownership of shares or other equity interests, the holding of voting rights or contractual rights, or partnership interests or otherwise. For certainty, a partnership which is comprised of corporations which are Affiliates, as described above, shall be deemed to be an Affiliate of each such corporation and its other Affiliates.

“Applicable Law” means, in relation to any Person, transaction or event, all applicable laws, statutes, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, directives, rulings or awards, and conditions of any grant of approval, permission, certification, consent, registration, authority or licence by any governmental authority, by which such Person is bound or having application to the transaction or event in question.

“Closing” means the completion of the Share Purchase Transaction and the purchase and sale of all shares of the Company as contemplated by this Agreement and as set forth in Schedule B.

“Closing Date” means the date for Closing as set forth in Schedule B.

“Company” means Fathom Minerals Ltd.

“Fathom Shares” means the issued and outstanding shares of the Company.

“Encumbrances” means any lien, mortgage, security interest, pledge, hypothecation or similar encumbrance.

“Governmental Authority” means any: (i) federal, national, provincial, territorial, municipal or local governmental body (whether administrative, legislative, executive or otherwise), both domestic and foreign; (ii) agency, authority, commission, instrumentality, regulatory body, court, central bank or other entity exercising executive, legislative, judicial, taxing, regulatory or administrative powers or functions of or pertaining to government; (iii) court, arbitrator, tribunal, commission or body exercising judicial, quasi-judicial, administrative or similar functions; and (iv) other body or entity created under the authority of or otherwise subject to the jurisdiction of any of the foregoing, including any stock or other securities exchange, in each case having jurisdiction over the Securityholders, Purchaser, the Company, the Transferred Shares, or the Share Purchase Transaction.

“Payment Shares” means the common shares in the capital of the Purchaser to be issued to the Securityholder in exchange for the Transferred Shares pursuant to this Agreement.

“Person” means any natural person, corporation, company, limited or general partnership, joint stock company, joint venture, association, limited or unlimited liability company, trust, bank, trust company, land trust, business trust or other entity or organization.

“Securityholders” means the holders of Fathom Shares transferring such shares to Purchaser pursuant to the terms of the Share Purchase Agreement.

"Share Transfer" means the form of share transfer to be executed by the Securityholder as set forth in Schedule D to the Securityholder Agreement.

"Third Party" means a Person other than the Parties and their respective representatives.

"Transferred Shares" means the Fathom Shares owned by the Securityholder.

Schedule D to Securityholder Agreement

Share Transfer

STOCK POWER AND TRANSFER

For value received, the undersigned hereby sells, assigns and transfers to **Fathom Nickel Inc.** its entire interest in all of the shares it holds in **Fathom Minerals Ltd.** (the "**Corporation**"), being _____ Class "A" common shares represented by share certificate(s) no. _____, and does hereby irrevocably constitute and appoint McLeod Law LLP as attorney of the undersigned to transfer the said shares on the books of the Corporation with full power of substitution in the premises.

DATED this ____ day of January, 2021

Witness

Name of individual shareholder