

## CONSENT AND APPROVAL

**TO:** Golden Spike Resources Corp. (the “Company”)

**RE:** The mineral property option agreement dated October 14, 2021 (the “Agreement”) between Golden Horizon Exploration Corp. (“Horizon”), Canal Front Investments Inc. (“Canal”), Grassroots Prospecting & Prospect Generation Inc. (“Grassroots”), United Gold Inc. (“United”) and Wesley Keats (“Keats”)

### WHEREAS:

- A. Horizon, Canal, Grassroots, United and Keats are the original parties to the Agreement;
- B. the Company acquired Horizon on July 21, 2022 and pursuant to section 7.3 of the Agreement, the Company, as the surviving entity of Horizon, assumed the rights, obligations and liabilities of Horizon under the Agreement;
- C. Canal now wishes to assign its rights under the Agreement (the “Assignment”) to Charlie Naughty (“Naughty”);
- D. pursuant to section 7.1 of the Agreement, a party may not assign its rights under the Agreement without prior written consent of the other non-assigning parties, such consent not to be unreasonably withheld; and
- E. pursuant to section 7.2 of the Agreement, as a condition of any sale, transfer or other disposition of all or any part of a parties’ rights or interests under the Agreement, the proposed assignee shall, prior to acquiring such rights or interests, agree to be bound by the Agreement as if it was an original party to the Agreement in the place of the assigning party and shall deliver a notice to that effect to the non-assigning parties.

### NOW THEREFORE:

- 1. In accordance with section 7.1 of the Agreement, the undersigned non-assigning parties of the Agreement hereby consent to the Assignment.
- 2. In accordance with section 7.2 of the Agreement, Naughty hereby agrees to be bound by the Agreement as if he were an original party to the Agreement in the place of Canal and this consent and approval shall hereby constitute notice to that effect to the non-assigning parties.
- 3. The Assignment is hereby confirmed, authorized and approved.
- 4. This consent and approval may be signed in as many counterparts as may be necessary, and by electronic means, each of which so signed shall be deemed to be an original, and such counterparts together shall constitute one and the same instrument and notwithstanding the date of execution shall be deemed to bear the effective date set forth herein.

**DATED** effective the 7<sup>th</sup> day of September 2022.

**Assigning Party**

**Assignee**

**CANAL FRONT INVESTMENTS INC.**

*"Blair Naughty"*

\_\_\_\_\_  
Authorized Signatory

*"Charlie Naughty"*

\_\_\_\_\_  
**CHARLIE NAUGHTY**

**Non-Assigning Parties**

**GOLDEN SPIKE RESOURCES CORP.**

*"Keith Anderson"*

\_\_\_\_\_  
Authorized Signatory

**GRASSROOTS PROSPECTING & PROSPECT GENERATION INC.**

*"Neal Blackmore "*

\_\_\_\_\_  
Authorized Signatory

**UNITED GOLD INC.**

*"Bill Kennedy"*

\_\_\_\_\_  
Authorized Signatory

*"Wesley Keats"*

\_\_\_\_\_  
**WESLEY KEATS**