

## SERVICES AGREEMENT

THIS AGREEMENT is made as of the 21<sup>st</sup> day of November, 2020.

### BETWEEN:

**MINEFINDERS LLC**, a Nevada limited liability company having an office at 1331 Antelope Valley Rd, Reno, Nevada 89506

("Minefinders")

### AND:

**2262496 ALBERTA LTD.**, an Alberta corporation having an office at 410-10113 104 Street NW, Edmonton, Alberta T5J1A1

("226")

### WHEREAS:

- A. Minefinders has provided certain services (the "**Services**") to 226 related to the acquisition by 226 of an option to acquire a 100% interest in and to the Property (as defined herein) from Cracker Creek Gold Corporation (the "**Optionor**") pursuant to an exploration and purchase option agreement between the Optionor and 226 dated November 9, 2020 (the "**Option Agreement**");
- B. As consideration for the Services, 226 has agreed to make certain payments to Minefinders and to grant to Minefinders the Minefinders Royalty (as defined herein), in accordance with the terms and subject to the conditions set out in this Agreement.

**THEREFORE**, in consideration of the mutual promises, covenants, conditions, representations and warranties herein set out, the parties agree as follows:

## ARTICLE 1 - DEFINITIONS

- 1.1 For the purposes of this Agreement the following words and phrases will have the following meanings, namely:
  - (a) "**Affiliate**" means, with respect to a Party, any person or entity that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with such Party;
  - (b) "**Agreement**" means this Agreement, as amended from time to time;

- (c) **"Business Day"** means a day other than a Saturday, Sunday or any day on which chartered banks in the City of Portland, Oregon are not open for business during normal banking hours;
- (d) **"Commercial Production"** means the commercial exploitation of ore from the Property, but does not include milling for the purpose of testing or milling or leaching by a pilot plant or during the initial tune-up period of a plant. Commercial Production shall be deemed to have commenced (i) if a plant is located on any portion of the Property, on the first day of the month following the first period of 40 consecutive days during which ore has been processed through such plant for not less than 30 days at an average rate of not less than 70% of the initial rated capacity of such plant; or (ii) if no plant is located on the Property, on the first day of the month following the first period of 30 days during which ore has been shipped from the Property for the purpose of earning revenue;
- (e) **"Effective Date"** means the date of this Agreement, as first set out above;
- (f) **"Minefinders Royalty"** has the meaning attributed to such term in Section 4.1.
- (g) **"Minerals"** means all materials of commercial value produced or derived from the Property and all base metals and minerals, all precious metals and minerals, all rare earth, non-metallic minerals including diamonds, all industrial minerals and all ores, concentrates, precipitates, beneficiated products, and solutions containing any of the aforementioned metals or minerals, and all forms in which such metals and minerals may occur, be found, extracted or produced on, in or under the Property;
- (h) **"Net Smelter Returns"** has the meaning set out in Schedule C, attached hereto and incorporated herein;
- (i) **"Option"** means the sole and exclusive option to acquire an undivided 100% legal and beneficial right, title and interest in and to the Property granted to 226 by the Optionor on the Effective Date pursuant to the Option Agreement, subject to the royalty payable to Optionor;
- (j) **"Option Agreement"** has the meaning set out in the Recitals to this Agreement.
- (k) **"Option Period"** means the period commencing on the Effective Date and ending on the earlier of (i) the date that the Option is deemed to have been exercised by 226 in accordance with the terms of the Option Agreement and (ii) the date that the Option Agreement is terminated in accordance with its terms;
- (l) **"Optionor"** means Cracker Creek Gold Corporation;

- (m) **"Property"** means the Cracker Creek Gold Property located in Bourne, Oregon, as more particularly described in **Schedule B**, attached hereto and by this reference incorporated herein (and, solely for reference and orientation purposes, not for descriptive or definitional purposes, a map showing the location of the Property is provided in **Schedule A** hereto) and the AOI Property (as defined in the Option Agreement) if 226 elects to include the AOI Property as part of the Property pursuant to Article 7 of the Option Agreement; and
- (n) **"Services"** has the meaning set out in the Recitals to this Agreement.

## 1.2 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes all prior arrangements, negotiations, discussions, undertakings, representations, warranties and understandings, whether written or verbal, express or implied, including the binding letter agreement between the parties dated June 12, 2020.

## 1.3 Headings

The Articles, Sections, subsections and other headings contained herein are included solely for convenience, are not intended to be full or accurate descriptions of the meaning or content of this Agreement and will not be considered part of this Agreement.

## 1.4 Currency

Unless otherwise indicated, all dollar amounts contained in this Agreement are and will be construed to be in dollars in the lawful currency of the United States of America.

## ARTICLE 2— REPRESENTATIONS, WARRANTIES AND COVENANTS

### 2.1 Minefinder represents and warrants to, and covenants with 226 that:

- (a) it is a company duly organized, validly existing and in good standing under the laws of the State of Nevada;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to herein or contemplated hereby and to consummate the transactions contemplated hereby;
- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result

in the breach of or accelerate the performance required by, any agreement to which it is a party;

- (d) the execution and delivery of this Agreement and the agreements referred to herein or contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or its constating documents;
- (e) all authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder; and
- (f) it has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms.

2.2 226 represents and warrants to, and covenants with Minefinders that:

- (a) it is a company duly organized, validly existing and in good standing under the laws of the Province of Alberta;
- (b) it has full power and authority to carry on its business and to enter into this Agreement and any agreement or instrument referred to herein or contemplated hereby and to consummate the transactions contemplated hereby;
- (c) neither the execution and delivery of this Agreement, nor any of the agreements referred to herein or contemplated hereby, nor the consummation of the transactions hereby contemplated conflict with, result in the breach of or accelerate the performance required by, any agreement to which it is a party;
- (d) the execution and delivery of this Agreement and the agreements referred to herein or contemplated hereby will not violate or result in the breach of the laws of any jurisdiction applicable to it or its constating documents;
- (e) all corporate authorizations have been obtained for the execution of this Agreement and for the performance of its obligations hereunder;
- (f) it has duly executed and delivered this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with its terms; and
- (g) 226 shall promptly notify Minefinders of the commencement of Commercial Production.

2.3 The representations, warranties and covenants set out in this ARTICLE 2 are conditions on which the parties have relied in entering into this Agreement, and will survive the exercise of the Option or the termination of this Agreement in accordance

with its terms, whichever will first occur, for a period of two years. Each party will indemnify and save the other harmless from all losses, damages, costs (including reasonable legal expenses, but not including losses of profits or opportunity or punitive or incidental damages), actions and suits arising out of or in connection with any breach of any representation or warranty contained in this Agreement, and each party will be entitled, in addition to any other remedy to which it may be entitled, to set off any such loss, damage or costs suffered by it as a result of any such breach against any payment required to be made by it to any other party hereunder.

### **ARTICLE 3 – PAYMENT FOR SERVICES**

- 3.1 As consideration for the Services, 226 will, during the Option Period, make cash payments to Minefinders as follows:
- (a) \$40,000 on the Effective Date;
  - (b) unless the Royalty Option has been exercised by 226, \$40,000 every six months after the Effective Date until the earlier of (i) the date that 226 exercises the Option as provided under the Option Agreement, (ii) the date that the Option Agreement terminates according to its terms and (iii) May 1, 2024;
  - (c) unless the Royalty Option has been exercised by 226, \$500,000 on the date that Commercial Production is achieved; and
  - (d) unless the Royalty Option has been exercised by 226, \$500,000 on the date that is 12 months from the date that Commercial Production is achieved.

All payments described in this Section 3.1 may be accelerated at 226 option. For greater certainty, if 226 exercises the Royalty Option pursuant to Section 4.1 of this Agreement, 226 will not be required to make the payments set out in (b), (c) and (d) above.

- 3.2 The payments set out in Section 3.1 of this Agreement correlate to the payments to be made by 226 pursuant to Section 3.2 of the Option Agreement. The payments set out in Section 3.1 of this Agreement are conditional upon the payment by 226 of the payments under the Option Agreement and, except as herein specifically provide otherwise, nothing in this Agreement will be construed as obligating 226 to do any acts, make any payments hereunder, and any act done hereunder will not be construed as obligating 226 to do any further act or make any further payment if 226 ceases to make the payments pursuant to the Option Agreement.

### **ARTICLE 4 - NET SMELTER RETURNS ROYALTY**

- 4.1 Upon the commencement of Commercial Production, unless the Option Agreement has been terminated, 226 will grant to Minefinders, and Minefinders' assigns and

successors forever, and 226 agrees and covenants to pay and grants to Minefinders, and Minefinders' assigns and successors, a production royalty based on the Net Smelter Returns, as defined in Schedule C, received by 226, from the production or sale of Minerals from the Property, including any additions to the Property resulting from the parties' location of unpatented mining claims within the boundaries of the Property and in the Area of Interest on the terms set out in Schedule C. The royalty percentage rate shall be one-half percent (0.5%) of the Net Smelter Returns. (the "**Minefinders Royalty**"). The Royalty shall be a nonexecutive, nonparticipating and nonworking royalty.

- 4.2 During the term of the Option Agreement, the Minefinders Royalty shall be an overriding royalty in respect of the Property, and on 226's acquisition or purchase of the Property subject to the Option Agreement, by exercise of the Option or otherwise, the Minefinders Royalty shall be a direct burden and royalty on and a covenant which runs against and with the Property. Simultaneously on 226's acquisition of title to the Property and recording of the conveyance of the Property from the Optionor or any successor of Optionor to 226, 226 shall simultaneously execute and record an acknowledgment and ratification of and grant to Minefinders of the Minefinders Royalty on the Property in form acceptable to Minefinders. The Royalty shall not extinguish or merge with 226's interest in or title to the Property on 226's acquisition of such title and the recording of the conveyance from the Optionor to 226. 226 shall promptly inform Minefinders of 226's intent to acquire title to the Property to assure that the parties may perform the acts prescribed in this Section.
- 4.3 226 shall have the option to purchase the Minefinders Royalty (the "**Royalty Option**"). 226 may exercise the Royalty Option at any time within two (2) years after the effective date of this Agreement. The purchase price payable on exercise of the Royalty Option shall be Five Hundred Thousand Dollars (\$500,000.00). If 226 exercises the Royalty Option, the Minefinders Royalty shall be terminated, except in respect of Royalty payments for Mineral Products produced before closing of 226's purchase of the Royalty. 226 shall deliver written notice of its exercise of the Royalty Option and the parties shall close the purchase and sale of the portion of the Royalty not less than thirty (30) days following 226's delivery of its notice. On the closing, Minefinders shall execute and deliver to 226 (a) a conveyance of the Royalty; and (b) an affidavit compliant with Section 1445 of the Internal Revenue Code affirming that Minefinders is not a nonresident foreign taxpayer for purposes of withholding federal income tax on 226's payment of the purchase price for the Royalty. 226 shall deliver the purchase price for the purchased Royalty by wire transfer to an account which Minefinders designates. 226's exercise of the Royalty Option and purchase of the Royalty shall relieve 226 of its obligation to pay the payments in accordance with Section 3.1 of this Agreement.
- 4.4 226's agreement and covenant to pay the Minefinders Royalty are covenants coupled with an interest in the Property and shall burden and run with the Property, including any additions to the Property and all amendments, conversions to a lease or other form of tenure, relocations or patent of all or any of the unpatented mining claims

which comprise all or part of the Property, and the mineral products and proceeds of mineral products extracted and produced from the Property. On 226's relocation of any of the unpatented mining claims which are part of the Property or on the amendment, conversion to a lease or other form of tenure, or patenting of any of the unpatented mining claims which comprise all or part of the Property, the parties agree and covenant to execute, deliver and record in the office of the applicable county recorder an instrument by which 226 grants to Minefinders the Royalty and subjects the newly located unpatented mining claims and any amended, converted or relocated unpatented mining claims and the patented claims, as applicable, to all of the burdens, conditions, obligations and terms of this Agreement. This Agreement and 226's Minefinders Royalty obligation shall extend to and include any unpatented mining claims located by Minefinders or 226 which are situated partially or entirely in the "Area of Interest", including any unpatented mining claims located to appropriate any fractions or gaps among the unpatented mining claims. All such unpatented mining claims shall be part of the Property subject to the Royalty. The parties will promptly after the location of such unpatented mining claims execute and deliver an addendum to this Agreement to such effect. The Royalty shall be prior and superior to and shall bind the interest of any assignee of 226, including the beneficiary or grantee of any charge, encumbrance, lien, pledge or security interest and the purchaser of 226's interest in the Property on foreclosure of any such charge, encumbrance, lien, pledge or security interest.

#### **ARTICLE 5 - TERMINATION**

- 5.1 If the Option Agreement is terminated for any reason, other than exercise and closing of the Option or 226's purchase of the Property subject to the Option Agreement, either party may terminate this Agreement on written notice to other party and any liability for any obligation incurred prior to such termination, the parties will thereafter have no liability to the other as a result of such termination.

#### **ARTICLE 6 - ASSIGNMENT**

- 6.1 Either party may sell, transfer, assign, mortgage, pledge or otherwise encumber its interest in this Agreement. It will be a condition of any assignment of the Option Agreement by 226 under the Option Agreement that such assignee shall agree in writing to be bound by the terms of this Agreement applicable to the assignor.

#### **ARTICLE 7 - FORCE MAJEURE**

- 7.1 If any party to this Agreement is at any time prevented or delayed in complying with any provisions of this Agreement by reason of strikes, lock-outs, labour shortages, power shortages, fuel shortages, fires, wars, insurrection, terrorist activities, inability to gain or maintain surface access not related to the misconduct of such party, acts of God, governmental regulations restricting normal operations, including as a result of or related to the COVID-19 pandemic, shipping delays or any other extraordinary

reason or reasons beyond the control of such party, other than lack of funds, the effect of which would be to halt work on any or all of the Property, the time limited for the performance by such party of its obligations hereunder will be extended by a period of time equal in length to the period of each such prevention or delay.

- 7.2 Each party will give prompt notice to the other of each event of force majeure under Section 7.1 hereof and upon cessation of such event will furnish to the other party notice to that effect together with particulars of the number of days by which the obligations of the notifying party hereunder have been extended by virtue of such event of force majeure and all preceding events of force majeure.

#### **ARTICLE 8 - CONFIDENTIAL INFORMATION**

- 8.1 The parties to this Agreement will keep confidential all books, records, files and other information supplied by any party to the other party or its employees, agents or representatives in connection with this Agreement or in respect of the activities carried out on the Property by any party, or related to the sale of Minerals, or other products derived from any Property, including all analyses, reports, studies or other documents prepared by any party or its employees, agents or representatives, which contain information from, or otherwise reflects such books, records, files or other information. The parties will use their reasonable efforts to ensure that their employees, agents or representatives do not disclose, divulge, publish, transcribe, or transfer such information, in whole or in part, other than to an Affiliate where such disclosure is for routine corporate purposes, and other than to its contractors, legal, accounting and other advisors, financiers, potential investors and potential transaction partners who require such information, without the prior written consent of the other party, which consent may not be arbitrarily or unreasonably withheld and which will not apply to such information or any part thereof to the extent that:
- (a) it is required to be publicly disclosed pursuant to applicable securities or corporate laws or rules or requirements of any stock exchange, in which event the party seeking to make such disclosure will provide to the non-disclosing party, at least 24 hours prior to making such disclosure, a written copy of such proposed disclosure, unless mutually agreed otherwise, and will include any comments the non-disclosing party may have, acting reasonably, on such proposed disclosure;
  - (b) the disclosure is reasonably required to be made to a taxation authority in connection with the taxation affairs of the disclosing party; or
  - (c) such information becomes generally disclosed to the public, other than as a consequence of a breach of this Agreement by one of the parties to this Agreement.
- 8.2 Notwithstanding any other provision hereof each party to this Agreement agrees to provide to the other party to this Agreement the text of any proposed news release



or information update with respect to this Agreement or the Property at least 24 hours prior to release of such information to third parties. The party receiving such proposed news release or information update will review and comment on the text thereof within 24 hours of receipt. The party proposing the new release or information update will in good faith review the comments provided and will take reasonable steps to modify the release or update according to the concerns raised.

#### **ARTICLE 9 - DISPUTE RESOLUTION**

- 9.1 All disputes arising out of or in connection with this Agreement, or in respect of any defined legal relationship associated with or derived therefrom, will be referred to and finally resolved by arbitration as described in Schedule D.

#### **ARTICLE 10- COVENANT TO REGISTER AGREEMENT**

- 10.1 On the parties' execution of this Agreement, the parties shall execute and deliver a memorandum of this Agreement which includes this Agreement or a general description of its terms. The memorandum shall expressly state 226's grant to Minefinders of the Royalty as provided in Section 4.1. The memorandum shall be recorded immediately following recording of the memorandum of the Option Agreement. The execution of the memorandum shall not limit, increase or in any manner affect any of the terms of this Agreement or any rights, interests or obligations of the parties.

#### **ARTICLE 11 - NOTICES**

- 11.1 Any notice or other writing required or permitted to be given hereunder or for the purposes of this Agreement to either 226 or Minefinders, will be sufficiently given if delivered personally or transmitted by email or other form of recorded communication capable of producing a printed copy:
- (a) In the case of a notice to 226, at their address as shown on the first page of this Agreement, or by email to Dean Besserer at dean@dgimports.ca;
  - (b) In the case of a notice to Minefinders, at their address as shown on the first page of this Agreement, or by email to Cherie Leeden, at cherie@nvresources.com.

or at such other address or addresses as the parties to whom such writing is to be given will have last notified the party giving the same in the manner provided in this Section 11.1. Any notice delivered to the party to whom it is addressed as provided in this Agreement will be deemed to have been given and received on the day it is so delivered at such address, provided that if such day is not a Business Day, then the notice will be deemed to have been given and received on the Business Day next following such day. Any notice transmitted by facsimile or other form of recorded

communication will be deemed to be given and received on the first Business Day after its transmission.

#### **ARTICLE 12 - GENERAL**

- 12.1 Each of the parties hereto will bear its own costs in connection with the negotiation, preparation and finalization of this Agreement and any required approvals in connection herewith.
- 12.2 This Agreement will enure to the benefit of and be binding upon the parties and their respective successors and permitted assigns.
- 12.3 No waiver of any term of this Agreement by a party is binding unless such waiver is in writing and signed by the party entitled to grant such waiver. No failure to exercise, and no delay in exercising, any right or remedy under this Agreement will be deemed to be a waiver of that right or remedy. No waiver of any breach of any term of this Agreement will be deemed to be a waiver of any subsequent breach of that term.
- 12.4 No amendment, supplement or restatement of any term of this Agreement is binding unless it is in writing and signed by each Party.
- 12.5 All statements contained in any certificate or other instrument delivered by or on behalf of any party pursuant to this Agreement or in connection with the transactions contemplated by this Agreement will be deemed to be made by such party hereunder.
- 12.6 The parties will promptly execute or cause to be executed all documents, deeds, conveyances and other instruments of further assurance and do such further and other acts which may be reasonably necessary or advisable to carry out fully and effectively the intent and purpose of this Agreement or to record wherever appropriate the respective interests from time to time of the parties in the Property.
- 12.7 This Agreement will be governed by and construed in accordance with the laws of the State of Nevada and the federal laws of the USA applicable therein, except for matters concerning legal title to the Property, which will be governed by the laws of the State of Oregon.
- 12.8 Time will be of the essence in this Agreement.
- 12.9 The preamble, Recitals and Schedules to this Agreement will be deemed to be incorporated in, and to form part of, this Agreement.
- 12.10 Wherever the neuter and singular is used in this Agreement it will be deemed to include the plural, masculine and feminine, as the case may be.
- 12.11 The word "or" will not be exclusive and the word "including" will not be limiting (whether or not non-limiting language such as "without limitation" or "but not limited to" or other words of similar import is used with reference thereto).

- 12.12 If any provisions of this Agreement will be invalid, illegal or unenforceable in any respect under any applicable law, such provision may be severed from this Agreement, and the validity, legality and enforceability of the remaining provisions hereof will not be affected or impaired by reason thereof.
- 12.13 This Agreement constitutes the entire agreement between the Parties hereto with respect to the subject matter hereof. This Agreement supersedes and replaces all prior agreements between the parties hereto with respect to the Property, which said prior agreements will be deemed to be null and void upon the execution hereof.
- 12.14 Minefinders acknowledges and agrees that this Agreement has been prepared by DuMoulin Black LLP, as legal counsel to 226, and that at no time has DuMoulin Black LLP given legal advice to Minefinders in connection with the entering into of this Agreement. Minefinders further acknowledges that they have been advised to seek independent legal advice in connection with the entering into of this Agreement, and that by executing this Agreement they confirm that they have either sought the requisite legal advice or waived their right thereto.
- 12.15 This Agreement may be signed by the parties in counterparts and may be delivered by facsimile or other form of electronic transmission, each of which when delivered will be deemed to be an original and all of which together will constitute one instrument.

*[Signature Page to Follow]*

IN WITNESS WHEREOF the parties to this Agreement have executed this Agreement as of the day and year first above written.

**MINEFINDERS LLC**

By: "Cherie Leeden"  
Name: Cherie Leeden  
Title: Member/Director

**2262486 ALBERTA LTD.**

By: "Sherry Cuku"  
Name: Sherry Cuku  
Title: President