AGENCY AGREEMENT

October 18, 2024

Miata Metals Corp.
2133 – 1177 West Hastings St.
Vancouver, BC V6E 2K3

Attention: Dr. Jacob Verbaas, Chief Executive Officer

Dear Sir:

Clarus Securities Inc. ("**Clarus**") and PowerOne Capital Markets Limited ("**PowerOne**" and, together with Clarus, the "**Agents**"), hereby agree to offer for purchase and sale on a "best efforts" agency basis, without underwriting liability, and Miata Metals Corp. (the "**Corporation**") agrees to issue and sell through the Agents up to 10,623,600 units of the Corporation (the "**Units**") at a price of $0.60 per Unit (the "**Offering**"). Each Unit will consist of one common share in the capital of the Corporation (a "**Unit Share**") and one-half of one common share purchase warrant (each whole warrant, a "**Warrant**"). Each Warrant will entitle the holder to purchase one common share in the capital of the Corporation (a "**Warrant Share**") at an exercise price of $0.90 (the "**Exercise Price**") per Warrant Share. The Warrants shall have a term of 24 months from the Closing Date (as defined below).

Subject to the terms and conditions of this Agreement (as defined below), the Agents agree to act as, and the Corporation appoints the Agents as, the sole and exclusive agents of the Corporation in respect of the Offering for sale on a private placement basis of the Units in the Selling Jurisdictions (as defined below). The Corporation acknowledges and agrees that the Agents may, but are not obligated to, purchase any of the Units as principal.

The Corporation and the Agents agree that offers and sales of Units in the United States (as defined below) will be made solely to (i) U.S. Accredited Investors (as defined below), and (ii) Qualified Institutional Buyers (as defined below), in each case pursuant to the exemption from the registration requirements of the U.S. Securities Act (as defined below) provided by Rule 506(b) of Regulation D (as defined below). All offers and sales of Units outside the United States shall be made in accordance with the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S (as defined below).

The Warrants shall be duly and validly created and issued pursuant to, and governed by, a warrant indenture (the "**Warrant Indenture**") in a form acceptable to Clarus, on behalf of the Agents, and the Corporation, acting reasonably, to be dated as of the Closing Date between the Corporation and Odyssey Trust Company, in its capacity as warrant agent. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture. In the case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants set forth in the Warrant Indenture, the provisions of the Warrant Indenture will govern.

In consideration of the services to be rendered in connection with the Offering by the Agents, the Corporation at the applicable Closing Time (as defined below), shall: (a) pay the Agents a cash commission ("**Agency Commission**") in an amount equal to 7.0% of the gross proceeds received by the Corporation from the issue and sale of Units to Purchasers (as defined herein), and (b) issue to the Agents non-transferable broker warrants ("**Broker Warrants**") in such manner as directed by the Agents, equal to 7.0% of the number of Units sold pursuant to the Offering. Each Broker Warrant shall, subject to adjustment

in accordance with the terms of the certificate representing the Broker Warrants (the "**Broker Warrant Certificate**"), entitle the holder thereof to acquire one common share (a "**Broker Warrant Share**") at a price of $0.60 per Broker Warrant Share until the date that is 24 months from the Closing Date. The Agency Commission will be payable by the Corporation on the Closing Date for that portion of the Offering sold by the Corporation on the Closing Date and may be made by way of deduction from the gross proceeds of the Offering on the Closing Date derived from the sale of Units to Purchasers. The obligation of the Corporation to issue the Broker Warrants shall arise at the Closing Date for that portion of the Offering sold by the Corporation on the Closing Date. At the applicable Closing Time, the Corporation shall duly and validly issue and deliver to the Agents the Broker Warrants registered as directed by Clarus in writing. The Offering may be completed in or more closings as may be agreed to by the Corporation and Clarus, on behalf of the Agents.

DEFINITIONS

In this Agreement, in addition to the terms defined above or elsewhere in this Agreement, the following terms shall have the following meanings:

"**79North**" means 79North Inc., a corporation previously existing under the laws of the Province of Ontario prior to its amalgamation with 1000946320 Ontario Inc. pursuant to the 79North Agreement;

"**79North Agreement**" means that business combination agreement among the Corporation, 79North and 1000946320 Ontario Inc. dated August 6, 2024, governing the 79North Transaction;

"**79North Subsidiaries**" means Miata Holdings, 79North Ltd., Sumin Resources Limited, Kudray S.A., Sumin Mines N.V., Sumin Delfstoffen N.V., Sandpiper Goldmines N.V., and Integral Agriculture and Mining Industries N.V.;

"**79North Transaction**" means the transaction pursuant to which the Corporation acquired all of the issued and outstanding shares of 79North pursuant to the 79North Agreement;

"**Agency Commission**" has the meaning ascribed to such term on the face page of this Agreement;

"**Agents**" has the meaning ascribed thereto on the face page of this Agreement;

"**Agreement**" means the agreement resulting from the acceptance by the Corporation of the offer made hereby;

"**BC Act**" means the *Business Corporations Act* (British Columbia), as amended, re-enacted or replaced from time to time;

"**Broker Warrant**" has the meaning ascribed thereto on the face page of this Agreement;

"**Broker Warrant Certificate**" has the meaning ascribed thereto on the face page of this Agreement;

"**Broker Warrant Share**" has the meaning ascribed thereto on the face page of this Agreement;

"**Business Day**" means a day on which Canadian chartered banks are open for the transaction of regular business in the City of Vancouver, British Columbia;

"**Cabin Lake Agreement**" means the property option agreement dated August 25, 2022 between the Corporation and Petram Exploration Ltd.;

"**Cabin Lake Project**" means the mineral exploration property comprised of mineral claims 1056844, 1056852, 1059178, 1060649, 1060859 and 1096200 located in British Columbia;

"**Canadian Securities Regulators**" means the applicable securities commission or securities regulatory authority in each of the Selling Provinces;

"**Closing**" means the closing of the purchase and sale, and the issuance by the Corporation of the Units on the Closing Date;

"**Closing Date**" means October 18, 2024, or such other date as may be agreed to in writing by the Corporation and Clarus on behalf of the Agents, each acting reasonably;

"**Closing Time**" means 8:30 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as agreed to by the Corporation and Clarus on behalf of the Agents;

"**Common Shares**" means the common shares of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

"**CSE**" means the Canadian Securities Exchange;

"**Debt Instrument**" means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation is a party or to which their property or assets are otherwise bound;

"**Disclosure Documents**" means, collectively, all of the documentation which has been filed by or on behalf of the Corporation with the relevant Canadian Securities Regulators pursuant to the requirements of applicable Securities Laws, including all press releases and technical reports filed on SEDAR+, and specifically excluding all documentation filed by 79North on the SEDAR+ profile for 79North;

"**Employee Plans**" has the meaning ascribed thereto in Section 4(vvv);

"**Environmental Laws**" has the meaning ascribed thereto in Section 4(jjj) of this Agreement;

"**Environmental Permits**" has the meaning ascribed thereto in Section 4(kkk) of this Agreement;

"**Exercise Price**" has the meaning ascribed to such term on the face page of this Agreement;

"**Financial Statements**" means (i) the (audited) financial statements for the year ended March 31, 2023 and for the period from incorporation (July 12, 2021) to March 31, 2022 and (ii) the (unaudited) condensed interim financial statements of the Corporation for the three and twelve months ended March 31, 2024;

"**Governmental Authority**" means any: (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign, (b) any subdivision, agent, commission, board, or authority of any of the foregoing, or (c) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

"**Hazardous Substance**" means, collectively, petroleum, any petroleum product, any radioactive material (including radon gas), explosive or flammable materials, asbestos in any form, urea-formaldehyde foam insulation, and polychlorinated biphenyls, any pollutant, contaminant, waste, hazardous substance,

hazardous material, hazardous waste, toxic substance, dangerous substance, dangerous good, restricted hazardous waste, toxic substance or a source of contamination, as defined or identified in any Environmental Law;

"**Indemnitor**" has the meaning ascribed thereto in Section 13;

"**Leased Premises**" means the offices of the Corporation located at 2133 – 1177 W Hastings St., Vancouver, BC, V6E 2K3;

"**Letter Agreement**" means the letter agreement dated September 26, 2024, and as amended on October 10, 2024 between Clarus and the Corporation relating to the Offering;

"**Lock-Ups**" has the meaning ascribed thereto in Section 17;

"**Material Adverse Effect**" means any change, event, violation, inaccuracy, circumstance or effect on the Corporation, the Subsidiaries or each of their respective businesses that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation, the Subsidiaries and their respective businesses, taken as a whole on a consolidated basis, after giving effect to this Agreement and the transactions contemplated hereby;

"**Material Agreements**" means any and all notes, indentures, mortgages or Debt Instruments and any contracts, commitments, agreements (written or oral), instruments, leases or other documents, including joint venture agreements, license, or any other similar type agreement, to which the Corporation or a Subsidiary is a party or to which their property or assets are otherwise bound, and which is material to the Corporation or a Subsidiary;

"**Material Properties**" means, collectively, the Cabin Lake Project and the Sela Creek Gold Project, as further described in the Disclosure Documents;

"**Miata Holdings**" means Miata Holdings Inc,. a corporation existing under the laws of the Province of Ontario and the entity resulting from the amalgamation of 79North and 1000946320 Ontario Inc. on October 16, 2024;

"**Miata Subsidiaries**" means Miata Netherlands B.V., and Miata Metals Suriname N.V. and "**Miata Subsidiary**" means any one of them;

"**misrepresentation**", "**material fact**", "**material change**", "**affiliate**", (unless the context requires otherwise) "**associate**", and "**distribution**" shall have the respective meanings ascribed thereto in the *Securities Act* (Ontario);

"**Money Laundering Laws**" has the meaning ascribed thereto in Section 4(qq);

"**NI 14-101**" means National Instrument 14-101 – *Definitions;*

"**NI 43-101**" means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

"**NI 45-102**" means National Instrument 45-102 – *Resale of Securities*;

"**NI 45-106**" means National Instrument 45-106 – *Prospectus Exemptions*;

"**NI 51-102**" means National Instrument 51-102 – *Continuous Disclosure Obligations*;

"**NI 52-109**" means National Instrument 52-109 – *Certification of Disclosure in Issuers' Annual and Interim Filings*;

"**NI 52-110**" means National Instrument 52-110 – *Audit Committees*;

"**OFAC**" has the meaning ascribed to such term in Section 4(rr);

"**Offering**" has the meaning ascribed to such term on the face page of this Agreement;

"**person**" shall be broadly interpreted and shall include any individual, corporation, partnership, limited liability company, joint venture, association, trust or other legal entity;

"**Personnel**" has the meaning ascribed thereto in Section 13;

"**Purchasers**" means the purchasers or beneficial purchasers, as the case may be, of Units pursuant to the Offering;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as such term is defined in Rule 144A(a)(1) under the U.S. Securities Act, that is also a U.S. Accredited Investor;

"**Regulation D**" means Regulation D adopted by the SEC under the U.S. Securities Act;

"**Regulation S**" means Regulation S adopted by the SEC under the U.S. Securities Act;

"**Reporting Provinces**" means the provinces of British Columbia, Alberta and Ontario;

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities Laws**" means, unless the context otherwise requires, all applicable securities laws in each of the Selling Jurisdictions and the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, orders, blanket rulings and other regulatory instruments of the securities regulatory authorities in such jurisdictions;

"**Securities Regulators**" means, collectively, the CSE, and the Canadian Securities Regulators;

"**SEDAR+**" means the System for Electronic Document Analysis and Retrieval Plus;

"**Sela Creek Agreement**" means the option agreement dated August 23, 2024 between the Corporation, Miata Metals Suriname N.V. and Sela Kriki Okanisi Resources NV with respect to the Sela Creek Gold Project;

"**Sela Creek Gold Project**" means the 21,911 ha. gold exploration property located in southern Suriname;

"**Selling Jurisdictions**" means the Selling Provinces, the United States and such other jurisdictions as may be mutually agreed to by the Agents and the Corporation where the Units are offered to prospective Purchasers or the Purchasers reside, as the context permits or requires collectively;

"**Selling Provinces**" means, collectively, all of the provinces of Canada;

"**Subscription Agreement**" means a subscription agreement entered into between the Corporation and a Purchaser of Units, including all schedules and appendices attached thereto, as the same may be amended, supplemented or restated from time to time;

"**Subsidiaries**" means the Miata Subsidiaries and the 79North Subsidiaries, and "**Subsidiary**" means any one of them;

"**Tax Act**" means the *Income Tax Act* (Canada), as amended, re-enacted or replaced from time to time;

"**Transaction Documents**" means this Agreement, the Subscription Agreements, the Warrant Indenture and the Broker Warrant Certificates;

"**Transfer Agent**" means the registrar and transfer agent of the Corporation, namely, Odyssey Trust Company;

"**Unit**" has the meaning ascribed to such term on the face page of this Agreement;

"**Unit Share**" has the meaning ascribed to such term on the face page of this Agreement;

"**United States**" or "**U.S.**" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"**U.S. Accredited Investor**" means an "accredited investor" as defined in Rule 501(a) of Regulation D;

"**U.S. Affiliate**" means a duly registered U.S. broker-dealer affiliate of an Agent that participated in the offer and sale of Units in the United States;

"**U.S. Exchange Act**" means the United States Securities Exchange Act of 1934, as amended;

"**U.S. Person**" means a "U.S. person" as defined in Rule 902 of Regulation S under the U.S. Securities Act;

"**U.S. Securities Act**" means the United States Securities Act of 1933, as amended;

"**Warrant**" has the meaning ascribed to such term on the face page of this Agreement;

"**Warrant Indenture**" has the meaning ascribed to such term on the face page of this Agreement;

"**Warrant Share**" has the meaning ascribed to such term on the face page of this Agreement;

TERMS AND CONDITIONS

1. **Offering Restrictions.**

   (a) Each Agent covenants and agrees that it has solicited and will solicit offers for the purchase of Units in accordance with the terms and conditions of this Agreement and in compliance with the Securities Laws, to persons who represent themselves as being a resident in one of the Selling Jurisdictions who meet the requirements of one of the exemptions from the prospectus and registration requirements of the Securities Laws as contemplated in the form of Subscription Agreement, and that it will not make available to prospective Purchasers of the Units any document or material which would constitute an offering memorandum under applicable Securities Laws.

(b) Each Agent covenants and agrees that it will offer and sell (i) the Units in the United States solely pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and similar exemptions under applicable U.S. state Securities Laws, and (ii) the Units in other jurisdictions in accordance with Rule 903 of Regulation S, and any applicable securities and other laws in the jurisdictions in which the Agents and/or selling group members offer the Units and as agreed to by the Corporation. The Agents shall have the right to offer the Units in the United States, through one or more of their U.S. Affiliates, in accordance with Schedule A attached hereto to Purchasers that are Qualified Institutional Buyers or U.S. Accredited Investors pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D.

(c) Neither the Corporation, nor the Agents, shall make any public announcement in connection with the Offering, except if the other party has consented to such announcement or the announcement is required by applicable laws or stock exchange rules. For greater certainty, the Corporation will promptly provide to the Agents drafts of any press releases of the Corporation relating to the Offering for review and comment by the Agents and the Agents' counsel prior to issuance, provided that any such review will be completed in a timely manner, and the Corporation will incorporate in such press releases all reasonable comments of the Agents. To deal with the possibility that the Units may be offered and sold in the United States, any such press release shall contain the following legend and comply with Rule 135e under the U.S. Securities Act: "NOT FOR DISTRIBUTION TO UNITED STATES NEWS WIRE SERVICES OR FOR DISSEMINATION IN THE UNITED STATES." In addition, any such press release shall also contain substantially the following disclaimer language: "This news release does not constitute an offer to sell or a solicitation of an offer to buy any of the securities in the United States. The securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold in the United States unless registered under the U.S. Securities Act and applicable state securities laws or an exemption from such registration is available."

2. **Subscriptions.** The Agents will obtain from each Purchaser introduced by the Agents, and deliver to the Corporation, at or before the applicable Closing Time, duly completed and executed Subscription Agreements.

3. **Filings with the Securities Regulators.** The Corporation:

(a) has given to the CSE written notice of the Offering by filing a CSE Form 9 – *Notice of Proposed Issuance of Securities* with respect to the Offering;

(b) shall provide the Agents and their counsel with a copy of any material correspondence from the CSE, if any, regarding the Offering forthwith upon receipt;

(c) shall file all required documents and undertake any other actions required by the CSE in order to comply with the policies of the CSE relating to the Offering;

(d) within 10 days of the Closing Date:

(i) file with the Canadian Securities Regulators any report required to be filed by Securities Laws in connection with the Offering, in the required form; and

(ii) provide the Agents' counsel with copies of the report or reports.

4. **Representations, Warranties and Covenants of the Corporation.** The Corporation represents, warrants and covenants to and with the Agents that:

(a) *Good Standing of the Corporation and the Miata Subsidiaries*. Each of the Corporation and the Miata Subsidiaries (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a company in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization, is and will at the applicable Closing Time be up-to-date in all material corporate filings and in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets; and (iii) with respect to the Corporation, has all requisite corporate power and authority to issue and sell the Units and to enter into and carry out its obligations under the Transaction Documents;

(b) *Compliance with Applicable Laws*. The Corporation shall fulfill and comply with the necessary requirements of Securities Laws in order to enable the Units and Broker Warrants, to be lawfully distributed in the Selling Jurisdictions through the Agents and acting in accordance with the terms of their registrations and such Securities Laws;

(c) *Subsidiaries.* Other than the Subsidiaries, the Corporation does not have any other subsidiaries that are material to the Corporation;

(d) *No Proceedings for Dissolution.* No proceedings have been taken, instituted or, to the knowledge of the Corporation, are pending for the dissolution or liquidation of the Corporation or the Miata Subsidiaries;

(e) *Carrying on Business.* Each of the Corporation and the Miata Subsidiaries is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all material applicable federal, provincial, municipal, and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including but not limited to relevant exploration, concessions and permits) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or carries on business to enable its businesses to be carried on as now conducted, and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which could reasonably be expected to have a Material Adverse Effect and will at the applicable Closing Time be valid, subsisting and in good standing;

(f) *Corporate Actions.* All necessary corporate action has been taken or will have been taken prior to the applicable Closing Time by the Corporation so as to (i) authorize the execution, delivery, performance and filing, as applicable, of the Transaction Documents, (ii) to validly issue and sell the Units and to issue the Broker Warrants, and (iii) to validly issue the Warrant Shares and the Broker Warrant Shares upon due exercise of the Warrants and Broker Warrants, as applicable, as fully paid and non-assessable Common Shares;

(g) *Valid and Binding Agreements.* The execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations thereunder and the transactions contemplated hereby and thereby have been duly authorized by all necessary corporate action of the Corporation and upon the execution and delivery hereof and thereof shall constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their terms, provided that enforcement thereof may be limited by (i) applicable bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium or similar laws from time to time in effect affecting creditors' rights and remedies generally; and (ii) general principles of equity (regardless of whether such principles are considered in a proceeding in equity or at law);

(h) *All Consents and Approvals.* At the applicable Closing Time, all consents, approvals, registrations, licenses, permits, orders, authorizations, qualifications, filings or decree as may be required of the Corporation under Securities Laws necessary for the execution and delivery of the Transaction Documents, the issuance and sale of the Units and the Broker Warrants and the consummation of the transactions contemplated hereby shall have been made or obtained, as applicable, other than customary post-closing filings required to be submitted within the applicable time frame pursuant to Securities Laws and the rules of the CSE;

(i) *Absence of Defaults and Conflicts.* Each of the Corporation and the Miata Subsidiaries is not in default or breach of, and the execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations thereunder, the issue and sale of the Units and the Broker Warrants, and the consummation of the transactions contemplated thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both), (A) any statute, rule or regulation applicable to the Corporation or the Miata Subsidiaries, including Securities Laws; (B) the constating documents, articles or resolutions of the Corporation or the Miata Subsidiaries which are in effect at the date hereof; (C) any Debt Instrument or Material Agreement to which the Corporation or a Miata Subsidiary is a party to; or (D) any judgment, decree or order binding the Corporation or the Miata Subsidiaries or the property or assets of the Corporation or the Miata Subsidiaries;

(j) *No Legislative Changes.* The Corporation is not aware of any legislation, or proposed legislation published by a legislative body, which it anticipates will materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) or prospects of the Corporation or the Miata Subsidiaries;

(k) *Voting Shares Validly Issued.* The Unit Shares, at the Closing Time, the Warrant Shares upon the due exercise of the Warrants, and the Broker Warrant Shares upon the due exercise of the Broker Warrants shall be duly and validly authorized for issuance and sale pursuant to this Agreement and when issued and delivered by the Corporation pursuant to this Agreement, the Warrant Indenture and the Broker Warrant Certificates, as applicable, against payment of the consideration therefor, will be validly issued as fully paid and non-assessable Common Shares and will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(l) *Warrants Validly Issued.* The Warrants and the Broker Warrants have been duly authorized for issuance and sale, and when issued and delivered by the Corporation pursuant to this

Agreement, the Warrant Indenture and the Broker Warrant Certificates, as applicable, against payment of the consideration therefor, will be validly issued;

(m) *Authorized and Issued Share Capital*. The authorized capital of the Corporation consists of an unlimited number of Common Shares, of which, as of the close of business on October 17, 2024, 42,496,077 Common Shares were outstanding as fully paid and non-assessable shares of the Corporation. As of the close of business on October 17, 2024, the Corporation has 5,916,663 warrants and 3,235,000 stock options issued and outstanding, each exercisable for one Common Share. Additionally, pursuant to the 79North Transaction, stock options held by former 79North option holders at closing of the 79North Transaction may exercise such options into an aggregate of 181,343 Common Shares. Other than the Common Shares, warrants, stock options, and 79North options, there are no outstanding securities of the Corporation or Debt Instruments convertible into Common Shares or securities of the Corporation;

(n) *Share Capital of the Miata Subsidiaries*. Other than the property trust agreement in favour of Miata Netherlands B.V. with respect to Miata Metals Suriname N.V., the Corporation is the beneficial owner and holder of record of all of the issued and outstanding shares in the capital of each of the Miata Subsidiaries, with good and valid title to all such shares, free and clear of all liens, charges and encumbrances;

(o) *Unit Attributes.* When issued and sold by the Corporation in accordance with the terms hereof the Units shall have the rights, privileges, restrictions, conditions attributes and characteristics that conform to the rights, privileges, restrictions, conditions, attributes and characteristics attaching to Units set forth in the Subscription Agreements;

(p) *Stock Exchange Listing.* The issued and outstanding Common Shares are listed and posted for trading on the CSE and the Corporation has duly posted notice of the Offering in accordance with the rules of the CSE, and, other than actions to be completed following Closing, there are no further obligations of the Corporation to be completed in order for the Unit Shares and, when issued, the Warrant Shares and the Broker Warrant Shares, to be posted and listed for trading on the CSE;

(q) *Stock Exchange Compliance.* The Corporation is currently in material compliance with the rules and regulations of the CSE;

(r) *Action to Manipulate Price.* The Corporation, nor to the knowledge of the Corporation, any of the Corporation's affiliates, has taken, nor will the Corporation or any such affiliate take, directly or indirectly, any action which is designed to or which has constituted, or which might reasonably be expected to cause or result in, the stabilization or manipulation of the price of any security of the Corporation in connection with the Offering;

(s) *No Cease Trade Orders*. No order ceasing or suspending trading in any securities of the Corporation or prohibiting the issue or sale of the Units or the trading of any of the Corporation's issued securities has been issued and no proceedings for such purpose have been threatened or, to the knowledge of the Corporation, are pending;

(t) *Continuous Disclosure.* The Corporation is in compliance in all respects with its timely and continuous disclosure obligations under Securities Laws, including, to the knowledge of the Corporation, applicable insider reporting obligations, and, without limiting the generality of the foregoing, there has been no material fact or material change relating to

the Corporation since March 31, 2023 which has not been publicly disclosed and, except as may have been corrected by subsequent disclosure, the information and statements in the Disclosure Documents were true and correct in all material respects as of the respective dates of such information and statements and at the time such Disclosure Documents were filed, do not contain any misrepresentations as of the date of such statements and no material facts have been omitted therefrom as of the date of such statements which would make such information materially misleading, and the Corporation has not filed any confidential material change reports which remain confidential as at the date hereof;

(u) *Material Facts.* As of the date hereof, there are no material facts or material changes relating to the Corporation and the Miata Subsidiaries taken as a whole that have not been publicly disclosed as required by Securities Law;

(v) *No Material Changes*. Since March 31, 2023, except as publicly disclosed in the Disclosure Documents, as applicable:

(i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise), prospects or results of operations of the Corporation;

(ii) there has not been any material change in the capital stock or long-term debt of the Corporation; and

(iii) the Corporation has carried on its businesses in the ordinary course;

(w) *Absence of Rights.* Other than in connection with the 79North Transaction, the Sela Creek Agreement, and the Cabin Lake Agreement, pre-existing warrants and issuances made under the Corporation's omnibus equity incentive plan, no person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Corporation or the Miata Subsidiaries. The Units, upon issuance, will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation;

(x) *Financial Statements.* The Financial Statements (i) have been prepared in accordance with IFRS applied on a basis consistent with prior periods; (ii) are, in all material respects, consistent with the books and records of the Corporation and the Miata Subsidiaries; (iii) contain and reflect all material adjustments for the fair presentation of the results of operations and the financial condition of the business of the Corporation and the Miata Subsidiaries for the periods covered thereby; (iv) present fairly, in all material respects, the financial position of the Corporation and the Miata Subsidiaries as at the dates thereof and the results of its operations and the changes in its financial position for the periods then ended; (v) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation and the Miata Subsidiaries; and (vi) do not omit to state any material fact that is required by generally accepted accounting principles, financial reporting standards, or by applicable law to be stated or reflected therein or which is necessary to make the statements contained therein not misleading, respectively;

(y) *Off-Balance Sheet Arrangements.* There are no material off-balance sheet transactions, arrangements or obligations (including contingent obligations) of the Corporation or the Miata Subsidiaries with unconsolidated entities or other persons that could reasonably be expected to have a Material Adverse Effect;

(z) *Accounting Policies.* Since March 31, 2023, other than as required by IFRS and as disclosed in the Financial Statements, there has been no change in the accounting policies or practices of the Corporation;

(aa) *Internal Accounting Controls.* Each of the Corporation and the Miata Subsidiaries maintains a system of internal control over financial reporting and has been designed by the Corporation's principal executive officer and/or principal financial officer at such relevant time, or under their supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles, including IFRS, as applicable, in Canada, and further sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations; (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences. Since March 31, 2023, the Corporation is not aware of any material weakness in its internal control over financial reporting (whether or not remediated) or change in its internal control over financial reporting that has materially affected or is reasonably likely to materially affect its internal control over financial reporting;

(bb) *Audit Committee.* The audit committee of the Corporation is comprised and operates in accordance with the requirements of NI 52-110;

(cc) *System of Disclosure Control.* The Corporation maintains disclosure controls and procedures (as defined in NI 52-109) on a consolidated basis that materially comply with the requirements of NI 52-109; such disclosure controls and procedures have been designed to ensure that information required to be disclosed by the Corporation in the reports that it files or submits pursuant to NI 52-109 is recorded, processed, summarized and reported within the time periods specified in the applicable rules and forms of the Canadian Securities Regulators;

(dd) *Liabilities.* Neither the Corporation nor the Miata Subsidiaries have any liabilities, direct or indirect, contingent or otherwise, not disclosed in the Disclosure Documents which materially adversely affects the Corporation and the Miata Subsidiaries taken as a whole or would reasonably be expected to have a Material Adverse Effect. Without limiting the generality of the foregoing, neither the Corporation nor any Miata Subsidiary have any material obligation or liability except as disclosed in the Disclosure Documents or those arising in the ordinary course of business, in connection with the Offering or in connection with the 79North Transaction, none of which is materially adverse to the Corporation and the Miata Subsidiaries taken as a whole;

(ee) *No Actions or Proceedings.* There are no actions, suits, proceedings, inquiries or investigations of any kind whatsoever (whether or not purportedly by or on behalf of the Corporation or, to the knowledge of the Corporation, any Miata Subsidiary) outstanding or

pending, that is material to the Corporation and the Miata Subsidiaries taken as a whole, against or affecting the Corporation, the Miata Subsidiaries, their respective directors or officers, or property or assets of the Corporation or the Miata Subsidiaries, or, to the knowledge of the Corporation, threatened against the Corporation, the Miata Subsidiaries or their directors or officers at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign;

(ff) *No Judgements or Orders*. There are no judgments or orders against the Corporation or the Miata Subsidiaries, which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation or any Miata Subsidiary is subject;

(gg) *Reporting Issuer Status.* The Corporation is, and will at the applicable Closing Time, be a "reporting issuer", not included in a list of defaulting reporting issuers maintained by the regulatory security authorities in the Provinces of British Columbia, Alberta and Ontario, and without limiting the foregoing, the Corporation is in material compliance with, and has at all times materially complied with its obligations, including timely and continuous disclosure obligations under Securities Laws, including but not limited to disclosing all material changes relating to it and there is no material change relating to the Corporation which has occurred and with respect to which the requisite material change report has not been filed with the applicable Securities Regulator and the Corporation has not filed any confidential material change report with any Canadian Securities Regulator;

(hh) *Filings, Fees.* All filings and fees required to be made and paid by the Corporation pursuant to Securities Laws and general corporate law have been made and paid;

(ii) *Independent Auditors*. The auditor of the Corporation who audited the Financial Statements and delivered their auditors' report thereon are independent public accountants as required by the Securities Laws and, since March 31, 2023, there has never been a "reportable event" (within the meaning of NI 51-102) with the present or any former auditor of the Corporation nor has there been any event which has led the Corporation's current or former auditors to threaten to resign as auditors;

(jj) *Dividend Restrictions.* There is not, in the constating documents, articles or in any Debt Instrument, Material Agreement to which the Corporation or a Miata Subsidiary is a party to or other instrument or document to which the Corporation or the Miata Subsidiaries are a party, any restriction upon or impediment to, the declaration or payment of dividends by the directors of the Corporation or the payment of dividends by the Corporation to the holders of its Common Shares;

(kk) *Restrictions on Business*. Neither the Corporation nor the Miata Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation or any Miata Subsidiaries to compete in any line of business, transfer or move any of their assets or operations or which materially or adversely affects the business practices, operations or condition of the Corporation and the Miata Subsidiaries taken as a whole;

(ll) *No Voting Agreements.* The Corporation is not a party to any agreement, nor is the Corporation aware of any agreement, which in any manner affects the voting control of any of the securities of the Corporation;

(mm) *Purchases and Sales.* Other than in connection with the Sela Creek Agreement and the Cabin Lake Agreement, neither the Corporation nor the Miata Subsidiaries has approved or entered into any binding agreement in respect of the purchase of any property or assets or any interest therein, that is material to the Corporation and the Miata Subsidiaries taken as a whole, or the sale, transfer or other disposition of any property or assets or any interest therein, that is material to the Corporation and the Miata Subsidiaries taken as a whole, currently owned, directly or indirectly, by the Corporation or the Miata Subsidiaries whether by asset sale, transfer of shares or otherwise. The Corporation has no knowledge of a change of control (by sale or transfer of shares or sale of all or substantially all the property and assets of the Corporation or otherwise) of the Corporation or any Miata Subsidiary and the Corporation has no knowledge of a proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares;

(nn) *Shareholder Approvals*. There is no requirement under any agreement or applicable laws (including applicable Securities Laws) or otherwise, for the Corporation to obtain the approval of its shareholders to complete the Offering;

(oo) *Taxes.* All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto due and payable by the Corporation and the Miata Subsidiaries have been paid except where the failure to pay such taxes would not constitute an adverse material fact of the Corporation and the Miata Subsidiaries taken as a whole or result in a Material Adverse Effect, and the Corporation is not aware of any material contingent tax liability of the Corporation or any Miata Subsidiary not adequately reflected in the Financial Statements. All tax returns, declarations, remittances and filings required to be filed by the Corporation and the Miata Subsidiaries have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete, accurate and no material fact or facts have been omitted therefrom which would make any of them misleading except where the failure to file such documents would not constitute an adverse material fact of the Corporation and the Miata Subsidiaries taken as a whole or result in an adverse material change to the Corporation and the Miata Subsidiaries taken as a whole. To the knowledge of the Corporation, after due enquiry, no examination of any tax return of the Corporation or the Miata Subsidiaries is currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Corporation or the Miata Subsidiaries, in any case, except where such examinations, issues or disputes would not constitute or result in a Material Adverse Effect;

(pp) *Anti-Bribery Laws*. Neither the Corporation nor the Miata Subsidiaries, nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Corporation or the Miata Subsidiaries, including but not limited to the *U.S. Foreign Corrupt Practices Act of 1977*, as amended, and the *Corruption of Foreign Public Officials Act* (Canada); or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (X) to any government official, whether directly or through any other person, for the purpose of influencing any act or decision of a government official in his or her official

capacity; inducing a government official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a government official to influence or affect any act or decision of any Governmental Authority; or assisting any representative of the Corporation or the Miata Subsidiaries in obtaining or retaining business for or with, or directing business to, any person; or (Y) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Corporation nor the Miata Subsidiaries, nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation, the Miata Subsidiaries, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing; or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws;

(qq) *Anti-Money Laundering.* The operations of the Corporation and the Miata Subsidiaries are and have been conducted at all times in compliance with applicable financial record-keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the *U.S. Currency and Foreign Transactions Reporting Act of 1970*, as amended, the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Authority (collectively, the "**Money Laundering Laws**") and no action, suit or proceeding by or before any Governmental Authority or any arbitrator involving the Corporation or the Miata Subsidiaries with respect to the Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened;

(rr) *U.S. Sanctions.* Neither the Corporation nor the Miata Subsidiaries, nor to the knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation or the Miata Subsidiaries is currently subject to any U.S. sanctions administered by the Office of Foreign Assets Control ("**OFAC**"), and the Corporation will not directly or indirectly use the proceeds of the Offering, or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person or entity, for the purpose of financing the activities of any person currently subject to any U.S. sanctions administered by OFAC;

(ss) *Material Agreements and Debt Instruments.* Neither the Corporation nor the Miata Subsidiaries, nor to the best of the Corporation's knowledge, information and belief, after due enquiry, any other party thereto, is in default in any material respect in the observance or performance of any term, covenant or obligation to be performed by the Corporation or the Miata Subsidiaries or such other person under any Debt Instrument, Material Agreement to which the Corporation or a Miata Subsidiary is a party to or other instrument, document or arrangement to which the Corporation or any Miata Subsidiaries is a party or otherwise bound and all such contracts, agreements or arrangements are in good standing, and no event has occurred which with notice or lapse of time or both would constitute such a default by the Corporation or the Miata Subsidiaries or any other party with respect to any such agreement, instrument, document or arrangement. There are no amendments to

any Debt Instrument or Material Agreement to which the Corporation or a Miata Subsidiary is a party to that have been or are proposed to be made as at the date hereof;

(tt) *Property Agreements.* All mineral property option agreements, licenses, leases and claims to which the Corporation or the Miata Subsidiaries is a party or has an interest or is otherwise bound, are in good standing and, except as would not constitute a Material Adverse Effect, there are no liens or encumbrances registered or outstanding against the interests therein or the property related thereto, all payment obligations thereunder have been met, and to the best of the knowledge of the Corporation after due inquiry, the title to the mineral property interests held by the Corporation or the Miata Subsidiaries or which are otherwise held by the Corporation or the Miata Subsidiaries are valid, subsisting and enforceable titles held by the titleholder who are party to the respective option agreements;

(uu) *Transfer Agent.* Odyssey Trust Company at its principal transfer office in the City of Vancouver, British Columbia has been duly appointed as the registrar and transfer agent in Canada in respect of the Common Shares;

(vv) *Related Parties.* The directors and officers of the Corporation are as disclosed in the Disclosure Documents and, except as disclosed in the Disclosure Documents, none of the directors, officers or employees of the Corporation, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction with the Corporation which, as the case may be, materially affected, is material to or will materially affect the Corporation;

(ww) *Fees and Commissions*. Other than the Agents pursuant to this Agreement, there is no person acting at the request of the Corporation or, to the knowledge of the Corporation, purporting to act who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein;

(xx) *No Loans or Non-Arm's Length Transactions*. Other than a loan advanced to 79North in connection with the 79North Transaction as disclosed in the Disclosure Documents, neither the Corporation nor the Miata Subsidiaries is a party to any Debt Instrument or has made any material loans to or guaranteed the material obligations of any person, firm or corporation whatsoever or has any other material indebtedness outstanding; and none of the foregoing have been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the Tax Act) with the Corporation;

(yy) *Insurance*. The assets of the Corporation and its business and operations are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect. The Corporation has not breached the terms of any policies in respect thereof and there are no material claims by the Corporation under any such policy or instrument as to which any insurance the Corporation is denying liability or defending under a reservation of rights clause. The Corporation does not have reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue its business at a cost that would not have a Material Adverse Effect, and the Corporation has not failed to promptly give any notice or present any material claim thereunder;

(zz) *Leased Premises.* The Corporation occupies the Leased Premises and has the right to occupy and use the Leased Premises and the lease pursuant to which the Corporation occupies the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement and the completion of transactions described herein by the Corporation, will not afford any of the parties to such lease or any other person the right to terminate such lease or result in any additional or more onerous obligations under such lease;

(aaa) *Intellectual Property*. The Corporation and the Miata Subsidiaries own or possess the right to use all material patents, trademarks, trademark registrations, service marks, service mark registrations, trade names, copyrights, licenses, inventions, trade secrets and rights described in the Disclosure Documents, if any, as being owned by it or necessary for the conduct of its business, and neither the Corporation nor the Miata Subsidiaries is aware of any claim to the contrary or any challenge by any other person to the rights of the Corporation or the Miata Subsidiaries with respect to the foregoing. To the Corporation's knowledge, the businesses of the Corporation and the Miata Subsidiaries as now conducted do not, and as currently proposed to be conducted will not, infringe or conflict with, in any material respect, patents, trademarks, service marks, trade names, copyrights, trade secrets, licenses or other intellectual property or franchise right of any person. To the Corporation's knowledge, no claim has been made against the Corporation or the Miata Subsidiaries alleging the infringement by the Corporation or the Miata Subsidiaries of any patent, trademark, service mark, trade name, copyright, trade secret, license in or other intellectual property right or franchise right of any person;

(bbb) *Continuous Disclosure.* All information which has been prepared by the Corporation and the Miata Subsidiaries relating to the Corporation, the Miata Subsidiaries, their respective businesses, properties and liabilities and either publicly disclosed or provided to the Agents, including all financial, marketing, sales and operational information provided to the Agents and all of the Disclosure Documents are, as of the date of such information, except to the extent superseded by subsequently filed information, true and correct in all material respects and do not contain a misrepresentation and no material fact or facts have been omitted therefrom which would make such information materially misleading and the Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1 – Civil Liability for Secondary Market Disclosure of the *Securities Act* (Ontario) and analogous secondary market liability disclosure provisions under applicable Securities Laws in the other reporting jurisdictions;

(ccc) *Forward-Looking Information*. With respect to the forward-looking information contained in the Disclosure Documents:

(i) the Corporation had a reasonable basis for the forward-looking information at the time the disclosure was made;

(ii) all forward-looking information is identified as such, and all such documents caution users of forward-looking information that actual results may vary from the forward-looking information and identifies material risk factors that could cause actual results to differ materially from the forward-looking information; and states the material factors or assumptions used to develop forward-looking information;

(iii) all future-oriented financial information, if any, and each financial outlook, if any,: (A) presents fairly and correctly in all material respects the information contained therein; and (B) is based on assumptions that are reasonable in the circumstances, reflect the Corporation's intended course of action, and reflect management's expectations concerning the most probable set of economic conditions during the periods covered thereby; and

(iv) is limited to a period for which the information in the future-oriented financial information, if any, or financial outlook, if any, can be reasonably estimated;

(ddd) *Significant Acquisitions or Dispositions.* Other than the completion of the Sela Creek Agreement and the 79North Transaction, the Corporation has not completed any "significant acquisition" or "significant disposition", nor is it proposing any "probable acquisitions" (as such terms are defined in Part 8 of NI 51-102) that would require the filing of a business acquisition report pursuant to applicable Securities Laws, and has not entered into any agreement or arrangement in respect of a transaction that would be a "significant acquisition" or significant disposition;

(eee) *Minute Books.* The minute books and records of the Corporation and the Miata Subsidiaries which the Corporation has made available to the Agents and their counsel in connection with their due diligence investigation of the Corporation and the Miata Subsidiaries for the period from inception to the date of examination thereof are all of the minute books and substantially all of the records of the Corporation and the Miata Subsidiaries for such period and contain copies of all constating documents and all proceedings of securityholders and directors (and committees thereof) (or drafts pending the approval thereof) and are complete in all material respects. There have been no other material meetings, resolutions or proceedings of the shareholders, board of directors or any committees of the board of directors of the Corporation or the Miata Subsidiaries during such period not reflected in such minute books and other records;

(fff) *Legal and Beneficial Ownership.* Either the Corporation or one of the Miata Subsidiaries, as applicable, is the absolute legal and beneficial owner of, and has good and marketable title to, or leasehold interest in, all of the material property or assets, including mining claims, concessions, licenses, leases or other instruments or agreements granting legal rights to act as owners conferring the mineral rights in respect of the mineral properties thereof as described in the Disclosure Documents, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever as necessary for the conduct of the businesses of the Corporation and the Miata Subsidiaries as currently conducted or contemplated to be conducted; neither the Corporation nor the Miata Subsidiaries knows of any material claim or basis for any claim that might or could adversely affect the right of the Corporation or the Miata Subsidiaries to use, transfer or otherwise exploit such property rights; and, except as disclosed in the Disclosure Documents, neither the Corporation nor the Miata Subsidiaries has responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof, with the exception of statutory or government-mandated maintaining fees;

(ggg) *Mineral and Mining Rights.* Either the Corporation or one of the Miata Subsidiaries, as applicable, holds either freehold title, mining leases, mining licenses, mining claims (patented or unpatented), option agreements, exploration and exploitation permits or licences or other conventional property, proprietary or contractual interests or rights,

recognized in the jurisdiction in which a particular material property is located in respect of the ore bodies and minerals located in the Material Properties in which the Corporation and the Miata Subsidiaries have an interest as described in the Disclosure Documents under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation and the Miata Subsidiaries to access the Material Properties and explore for and develop the minerals relating thereto; all such property, licenses, leases or claims and all property, licenses, leases or claims in which the Corporation and the Miata Subsidiaries have any interests or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting; the Corporation and the Miata Subsidiaries have all necessary surface rights, access rights and other necessary rights and interests relating to the Material Properties; the Corporation and the Miata Subsidiaries have the right and ability to access the Material Properties and explore for and develop the minerals and the Material Properties are appropriate in view of their respective rights and interests therein, with only such exceptions as do not materially interfere with the access and use by the Corporation and the Miata Subsidiaries of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above are currently in good standing in the name of the Corporation or the Miata Subsidiaries, as applicable; no other property rights are necessary for the conduct of the business of the Corporation or the Miata Subsidiaries, as currently conducted, in respect of the Material Properties and there are no restrictions on the ability of the Corporation or the Miata Subsidiaries to use, transfer or otherwise exploit such property rights and neither the Corporation nor the Miata Subsidiaries knows of any claim or basis for a claim that may adversely affect such rights;

(hhh) *Valid Title Documents.* Any and all of the agreements and other documents and instruments pursuant to which the Corporation and the Miata Subsidiaries hold their properties and assets (including any license, lease, option agreement or any interest in, or right to earn an interest in, any Material Property), that are material to the Corporation and the Miata Subsidiaries taken as a whole, are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, and to the best of the knowledge of the Corporation, after due enquiry, the Corporation, the Miata Subsidiaries, and any other party to such agreement, document or instrument is not in default of any of the material provisions of any such agreements, documents or instruments (including failure to fulfil any payment or work obligations thereunder), nor has any such default been alleged. None of the Material Properties (or any option agreement or any interest in, or right to earn an interest in, any Material Property) are subject to any right of first refusal or purchase or acquisition rights;

(iii) *No Expropriation.* No part of the Material Properties or mining rights of the Corporation or the Miata Subsidiaries have been taken, revoked, condemned or expropriated by any Governmental Authority nor has any written notice or proceedings in respect thereof been given or commenced, or to the knowledge of the Corporation, been threatened or is pending, nor does the Corporation have any knowledge of the intent or proposal to give such notice or commence any such proceedings;

(jjj) *Compliance with Environmental Laws.* Each of the Corporation and the Miata Subsidiaries is in material compliance with all Environmental Permits (as defined herein), all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign, including laws, ordinances,

regulations or orders, relating to the protection of the environment, occupational health and safety or the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or Hazardous Substances (the "**Environmental Laws**");

(kkk) *Possession of Environmental Permits.* Each of the Corporation and the Miata Subsidiaries, as applicable, has all material licences, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the "**Environmental Permits**") necessary as at the date hereof for the operation of the respective business carried on or proposed as at the date hereof to be commenced by the Corporation or the Miata Subsidiaries, and each Environmental Permit is valid, subsisting and in good standing and neither the Corporation nor the Miata Subsidiaries is in material default or breach of any Environmental Permit and no proceeding is pending, or to the best of the knowledge of the Corporation, after due enquiry, threatened to revoke or limit any Environmental Permit;

(lll) *Operation of Properties/Facilities.* Neither the Corporation nor the Miata Subsidiaries has used, except in material compliance with all Environmental Laws and Environmental Permits, any property or facility which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;

(mmm) *Absence of Prosecutions or Notices of Non-Compliance.* Neither the Corporation nor the Miata Subsidiaries, nor to the knowledge of the Corporation, after due enquiry, if applicable, any predecessor companies of the Corporation or the Miata Subsidiaries, have received any notice of, or been prosecuted for an offence alleging, non-compliance in any material respect with any laws, ordinances, regulations and orders, including Environmental Laws, and neither the Corporation nor the Miata Subsidiaries, nor to the knowledge of the Corporation, if applicable, any predecessor companies of the Corporation or the Miata Subsidiaries, have settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the Material Properties, nor has the Corporation or the Miata Subsidiaries received notice of any of the same;

(nnn) *Absence of Environmental Liabilities.* There have been no past unresolved, pending, and to the best of the Corporation's knowledge after due enquiry, threatened claims, complaints, notices or requests for information received by the Corporation or the Miata Subsidiaries with respect to any alleged material violation of any law, statute, order, regulation, ordinance or decree; and no material conditions exist at, on or under any property now or previously owned, operated or leased by the Corporation and/or the Miata Subsidiaries which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or may reasonably be expected to have any adverse effect with respect to the Corporation and the Miata Subsidiaries taken as a whole;

(ooo) *Absence of Notices of Clean Up or Corrective Action.* Except as ordinarily or customarily required by applicable Environmental Permit, neither the Corporation nor the Miata Subsidiaries has received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean-up site or corrective action under any law including any Environmental Laws. Neither the Corporation nor the

Miata Subsidiaries received any request for information in connection with any federal, state, municipal or local inquiries as to disposal sites;

(ppp) *No Environmental Audits.* There are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or the Miata Subsidiaries except for ongoing assessments conducted by or on behalf of the Corporation and/or the Miata Subsidiaries in the ordinary course;

(qqq) *Aboriginal Claims.* Except as disclosed in the Disclosure Documents, (i) there are no claims with respect to aboriginal rights currently threatened or, to the best knowledge of the Corporation, after due enquiry, pending with respect to the Corporation, the Miata Subsidiaries, or any the Material Properties which could have a Material Adverse Effect on the operations of the Corporation, the Miata Subsidiaries, or the Material Properties; (ii) neither the Corporation nor the Miata Subsidiaries is aware of any material land entitlement claims or aboriginal land claims having been asserted or any legal actions relating to aboriginal or community issues having been instituted against the Corporation or Miata Subsidiaries with respect to the Material Properties; and (iii) no material disputes between the Corporation or the Miata Subsidiaries and any local or aboriginal group exist or, to the knowledge of the Corporation, are threatened or imminent with respect to any of the Material Properties or the Corporation's or Miata Subsidiaries' activities;

(rrr) *Industry Standard Practices.* All mining, exploration and development activities conducted by the Corporation or the Miata Subsidiaries on the Material Properties of the Corporation and the Miata Subsidiaries have been conducted in all material respects in accordance with good mining and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with;

(sss) *Revocations or Modifications*. Neither the Corporation nor the Miata Subsidiaries has received any notice of proceedings relating to the revocation or modification of any material certificate, authority, permit or license necessary to conduct the business now owned or operated by it which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect. In particular, without limiting the generality of the foregoing, neither the Corporation nor the Miata Subsidiaries has received any notice of proceedings relating to the revocation or modifications of any material mining or exploration authorizations, permits or licenses, nor have any of them received notice of the revocations or cancellation of, or any intention to revoke or cancel, any mining claims, groups of claims, exploration rights, concessions or leases where such proceedings, revocations, modifications, or cancellations, could reasonably be expected to have a Material Adverse Effect;

(ttt) *Compliance with NI 43-101*. The Corporation is currently in compliance in all material respects with the provisions of NI 43-101 and has filed all technical reports required thereby and all such reports materially comply with the requirements of NI 43-101 and, except to the extent superseded by subsequently filed technical reports, remain current as at the date hereof; with respect to each news release issued, and any other documents filed since July 7, 2023, by or on behalf of the Corporation in respect of which any requirements of NI 43-101 applied, each such news release and document also materially complied with the requirements of NI 43-101; all scientific and technical information regarding the Material Properties disclosed in the Disclosure Documents: (i) is based upon information prepared, reviewed and verified by or under the supervision of a "qualified person" as such

term is defined in NI 43-101, and the Corporation made available to such "qualified person", prior to the issuance of such technical reports or other documents, for the purpose of preparing such technical reports or other documents, all information requested by such "qualified person" and their team, as the case may be, and none of such information contained any misrepresentation (as defined under applicable Securities Laws) at the time such information was so provided; (ii) has been prepared in accordance with Canadian industry standards set forth in NI 43-101; (iii) remains true, complete and accurate in all material respects as at the date hereof. Other than the Material Properties, the Corporation does not, directly or indirectly, hold any interest in a project on a mineral property that is material to the Corporation for the purpose of NI 43-101;

(uuu) *Mineral Property Disclosure.* The Corporation and the Miata Subsidiaries have disclosed all material information relating to the Material Properties in the Disclosure Documents in compliance in all material respects with applicable Securities Laws. All information contained in the Disclosure Documents relating to the Material Properties is true and correct in all material respects and does not contain a misrepresentation, and each of the proprietary interests or rights and each of the documents, agreements and instruments relating to the proprietary interests are currently in good standing and no other material property rights are necessary for the conduct of the Corporation's and the Miata Subsidiaries' businesses as currently conducted;

(vvv) *Employee Plans*. Each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Corporation or the Miata Subsidiaries for the benefit of any current or former director, officer, employee or consultant of the Corporation or the Miata Subsidiaries (the "**Employee Plans**") has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case, in all material respects and has been publicly disclosed to the extent required by applicable Securities Laws;

(www) *Record-Keeping.* Neither the Corporation nor the Miata Subsidiaries have any employees, and as such, they have no unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or state pension plan premiums nor employee benefit plan payments. Any accrued wages, salaries, or commissions to directors, officers, or consultants have been properly accounted for in the books and records of the Corporation and the Miata Subsidiaries.

(xxx) *Employment Standards*. Each of the Corporation and the Miata Subsidiaries is in compliance in all material respects with all laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages and there are no material claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which may give rise to any of the foregoing;

(yyy) *Labour Matters.* There has not been in the last two years and there is not currently, or to the knowledge of the Corporation, any imminent or pending labour disruption, work stoppage, strike, lock-out, dispute, grievance, proceeding or other conflict with the

employees of the Corporation or the Miata Subsidiaries which did have or would have a Material Adverse Effect. The Corporation and the Miata Subsidiaries do not have any employment contracts in effect;

(zzz) *Collective Bargaining Agreements.* There are no collective bargaining agreements in place with any employees of the Corporation or the Miata Subsidiaries and to the knowledge of the Corporation, no action has been taken or is being contemplated to organize or unionize any employees of the Corporation or the Miata Subsidiaries;

(aaaa) *Use of Proceeds.* The proceeds of the Offering will be used for the purposes and in the manner specified in the Subscription Agreements and this Agreement;

(bbbb) *Maintenance of Reporting Issuer Status.* The Corporation will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) not in default of the requirements of Securities Laws in the provinces of British Columbia, Alberta and Ontario until the date that is at least two (2) years following the Closing Date, provided that this covenant shall not prevent the Corporation from completing any transaction which would result in the Corporation ceasing to be a "reporting issuer" so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or the holders of the Common Shares have approved the transaction (or, in the case of a take-over bid, a sufficient number of Common Shares have been deposited to the bid in order to enable the bidder to utilize the "compulsory acquisition" provisions of the BC Act) in accordance with the requirements of applicable corporate and Securities Laws and the policies of the CSE;

(cccc) *Maintenance of Stock Exchange Listing.* The Corporation will use its best efforts to maintain the listing of the Common Shares for trading on the CSE until the date that is at least two (2) years following the Closing Date, provided that this covenant shall not prevent the Corporation from completing any transaction which would result in the Common Shares ceasing to be listed so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada, or cash, or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate and Securities Laws and the policies of the CSE; and

(dddd) *79North Matters*.

(i) *Good Standing of the 79North Subsidiaries.* To the knowledge of the Corporation, after due enquiry and in reliance on the documents provided to it by 79North in connection with the 79N Transaction, each of the 79North Subsidiaries (i) has been duly incorporated, amalgamated, continued or organized and is validly existing as a company in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization, is and will at the applicable Closing Time be up-to-date in all material corporate filings and in good standing under the laws of its jurisdiction of incorporation, amalgamation, continuation or organization; and (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets;

(ii) *No Proceedings for Dissolution.* No proceedings have been taken, instituted or, to the knowledge of the Corporation, are pending for the dissolution or liquidation of the 79North Subsidiaries;

(iii) *Carrying on Business.* To the knowledge of the Corporation, each of the 79North Subsidiaries is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all material applicable federal, provincial, municipal, and local environmental anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including but not limited to relevant exploration, concessions and permits) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or carries on business to enable its businesses to be carried on as now conducted, and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which could reasonably be expected to have a Material Adverse Effect and will at the applicable Closing Time be valid, subsisting and in good standing;

(iv) *Absence of Defaults and Conflicts.* Each of the 79North Subsidiaries is not in default or breach of, and the execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations thereunder, the issue and sale of the Units and the Broker Warrants, and the consummation of the transactions contemplated thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both), (A) any statute, rule or regulation applicable to the 79North Subsidiaries; (B) the constating documents, articles or resolutions of the 79North Subsidiaries which are in effect at the date hereof; (C) any Debt Instrument or Material Agreement to which a 79North Subsidiary is a party; or (D) any judgment, decree or order binding the 79North Subsidiaries or the property or assets of 79North Subsidiaries;

(v) *Share Capital of the 79North Subsidiaries*. The Corporation is the direct or indirect beneficial owner and holder of record of all of the issued and outstanding shares in the capital of each of the 79North Subsidiaries, with the exception of Sandpiper Goldmines N.V. of which the Corporation is the indirect beneficial owner of 26.66% of the outstanding shares thereof and Integral Agriculture and Mining Industries N.V.; of which the Corporation is the indirect beneficial owner of 70% of the outstanding shares thereof with good and valid title to all such shares, free and clear of all liens, charges and encumbrances;

(vi) *Absence of Rights.* No person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the 79North Subsidiaries.

(vii) *Liabilities.* To the knowledge of the Corporation, after due enquiry and in reliance on the documents provided to it by 79North in connection with the 79N Transaction, no 79North Subsidiary has any liabilities, direct or indirect, contingent or otherwise, not publicly disclosed or disclosed to the Agents which materially adversely affects the 79North Subsidiaries taken as a whole or would reasonably be expected to have a Material Adverse Effect;

(viii) *No Actions or Proceedings.* There are no actions, suits, proceedings, inquiries or investigations of any kind whatsoever (whether or not purportedly by or on behalf of the Corporation or, to the knowledge of the Corporation, any 79North Subsidiary) outstanding or pending, not publicly disclosed or disclosed to the Agents, that is material to the 79North Subsidiaries taken as a whole, against or affecting the 79North Subsidiaries, their respective directors or officers, or property or assets of the 79North Subsidiaries, or to the knowledge of the Corporation threatened against the 79North Subsidiaries or their directors or officers at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any federal, provincial, state, municipal or other governmental department, commission, board or agency, domestic or foreign;

(ix) *No Judgements or Orders.* There are no judgments or orders against the 79North Subsidiaries, which are unsatisfied, nor are there any consent decrees or injunctions to which any 79North Subsidiary is subject;

(x) *Property Ownership.* The 79North Subsidiaries are, as applicable, the absolute legal and beneficial owner of, and has good and marketable title to, or leasehold interest in, all of their material property or assets that are material to the Corporation and the 79North Subsidiaries taken as a whole (if any), including mining claims, concessions, licenses, leases or other instruments or agreements granting legal rights to act as owners conferring the mineral rights in respect of the mineral properties thereof as publicly disclosed or as disclosed to the Agents, free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever as necessary for the conduct of the businesses of the 79North Subsidiaries as currently conducted or contemplated to be conducted; the Corporation does not know of any material claim or basis for any claim that might or could adversely affect the right of the 79North Subsidiaries to use, transfer or otherwise exploit such property rights; and, except as publicly disclosed or as disclosed to the Agents, to the knowledge of the Corporation, no 79North Subsidiary has responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof, with respect to property rights material to the Corporation and the 79North Subsidiaries taken as a whole (if any), with the exception of statutory or government-mandated maintaining fees; and

(xi) *Valid Title Documents.* Any and all of the agreements and other documents and instruments pursuant to which the 79North Subsidiaries hold their properties and assets (including any license, lease, option agreement or any interest in, or right to earn an interest in, any Material Property), that are material to the Corporation and the 79North Subsidiaries taken as a whole, are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, and to the best of the knowledge of the Corporation, after due enquiry, the 79North Subsidiaries, and any other party to such agreement, document or instrument is not in default of any of the material provisions of any such agreements, documents or instruments (including failure to fulfil any payment or work obligations thereunder), nor has any such default been alleged.

5. **Representations, Warranties and Covenants of the Agents.** Each of the Agents severally, and not jointly and severally, represents, warrants and covenants to and with the Corporation that:

(a) it is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated and has the corporate power and capacity to carry on its business or operations as currently conducted;

(b) it has all requisite power and authority and good and sufficient right and authority to enter into, deliver and carry out its obligations under this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;

(c) it shall offer and solicit offers for the purchase of the Units in compliance with applicable Securities Laws and the provisions of this Agreement and the Subscription Agreements and only from such persons and in such manner that, pursuant to applicable Securities Laws, no prospectus, registration statement or similar document need be delivered or filed, other than any prescribed reports of the issue and sale of the Units and, in the case of any jurisdiction other than the Selling Provinces, no continuous disclosure obligations will be created;

(d) it shall not provide to prospective Purchasers any document or other material that would constitute an offering memorandum within the meaning of applicable Securities Laws without the prior written consent of the Corporation;

(e) it will not offer or sell the Units in any jurisdiction other than the Selling Jurisdictions, unless subsequently agreed to by the Corporation, in accordance with the terms of this Agreement;

(f) it is, and will remain until completion of the Offering, a broker registered under the Securities Laws;

(g) it will offer for sale and sell the Units in accordance with Schedule A, including in the United States through a duly-registered U.S. Affiliate pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D, and in accordance with the registration and qualification requirements of, applicable Securities Laws in the United States, and, if previously agreed to by the Corporation and the Agent, in other Selling Jurisdictions, in accordance with applicable Securities Laws in such other Selling Jurisdictions and on a private placement basis;

(h) in connection with the issuance of the Broker Warrants: (A) it (and its authorized signatory) was not in the United States when this Agreement was executed and delivered, (B) it is not receiving the Broker Warrants for the account or benefit of any U.S. Person or person in the United States (including its U.S. Affiliates), (C) it has no intention of distributing the Broker Warrants to any person in the United States or U.S. Person, and (D) it understands and acknowledges that the Broker Warrants have not been registered under the U.S. Securities Act or any applicable Securities Laws of any state of the United States and may not be offered or sold in the United States absent such registration or an exemption therefrom and may not be exercised in the United States or on behalf of a U.S. Person absent such registration or an applicable exemption therefrom; and

(i) this Agreement constitutes a legal, valid and binding obligation of the Agent, enforceable against the Agent in accordance with its terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by applicable laws.

6. **Closing Deliveries.** The purchase and sale of the Units shall be completed at the applicable Closing Time electronically or at such other place as Clarus, on behalf of the Agents, and the Corporation may agree. At or prior to the applicable Closing Time, the Corporation shall duly and validly deliver to Clarus, on behalf of the Agents, one or more certificate(s) (whether in definitive form or electronic form) representing the Units and Broker Warrants, as the case may be, registered in such name or names as the Agents may notify the Corporation in writing not less than 48 hours prior to the applicable Closing Time, against payment by the Agents to the Corporation, at the direction of the Corporation, in lawful money of Canada by certified cheque or wire transfer an amount equal to the aggregate purchase price for the Units being issued and sold hereunder less the Agency Commission and all of the estimated out-of-pocket expenses of the Agents payable by the Corporation to the Agents in accordance with Section 15 hereof.

7. **Conditions of Closing.** Each Closing shall be subject to the following conditions (it being understood that the Agents may waive in whole or in part or extend the time for compliance with any of such terms and conditions without prejudice to its rights in respect of any other of the following terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing):

   (a) the Agents shall have received, at the applicable Closing Time, certificates or evidence of registration representing, in the aggregate, the Units in the name of CDS or its nominee or in such other name(s) as Clarus, on behalf of the Agents, shall have directed;

   (b) the Agents shall have received a legal opinion addressed to the Agents, their counsel and the Purchasers dated and delivered the Closing Date from the Corporation's Canadian counsel, Morton Law LLP, and from local counsel (only in respect of matters governed by laws of the Selling Provinces where the Corporation's Canadian counsel is not qualified to practice), in each case in form and substance satisfactory to the Agents and their counsel, acting reasonably, with respect to the following matters, subject to such reasonable assumptions and qualifications customary with respect to transactions of this nature as may be accepted by Agents' counsel:

      (i) the Corporation is a corporation existing under the BC Act;

      (ii) the Corporation has the corporate power and capacity (A) to execute, deliver and perform its obligations under the Transaction Documents, as applicable, (B) to create, issue and sell the Unit Shares, (C) to create and issue the Warrants, (D) to create and issue the Broker Warrants, (E) to issue the Warrant Shares upon due exercise of the Warrants in accordance with the Warrant Indenture, and (vi) to issue the Broker Warrant Shares upon due exercise of the Broker Warrants in accordance with the Broker Warrant Certificates;

      (iii) all necessary corporate action has been taken by the Corporation (A) to execute, deliver and perform its obligations under each of the Transaction Documents, (B) to issue and sell the Unit Shares, (C) to create and issue the Warrants; (D) to create and issue the Broker Warrants, (E) to issue the Warrant Shares upon due exercise of the Warrants in accordance with the Warrant Indenture, and (F) to issue the Broker Warrant Shares upon due exercise of the Broker Warrants in accordance with the Broker Warrant Certificate;

      (iv) each of the Transaction Documents have been duly executed and delivered by the Corporation and each of the Transaction Documents constitutes a legal, valid and

binding obligation of the Corporation enforceable against it in accordance with its terms, subject to bankruptcy, insolvency, arrangement, winding up, fraudulent preference and conveyance, assignment and other laws affecting the rights of creditors generally and subject to such other standard assumptions and qualifications including the qualifications that equitable remedies may be granted in the discretion of a court of competent jurisdiction and that enforcement of rights to indemnity, contribution and waiver of contribution set out in the Transaction Documents may be limited by applicable laws;

(v) the execution and delivery of the Transaction Documents and the performance by the Corporation of the terms of the Transaction Documents and the sale, issue and delivery (as applicable) of the Units, the Unit Shares, the Warrants, the Broker Warrants and the Broker Warrant Shares in accordance with their respective terms do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with: (i) the constating documents of the Corporation; (ii) the BC Act; and (iii) corporate laws of general application to the extent applicable to the Corporation;

(vi) the Unit Shares will be validly issued as fully paid and non-assessable Common Shares upon receipt by the Corporation of full payment therefor;

(vii) the creation and issuance of the Warrants have been duly approved and adopted by the board of directors of the Corporation and, upon their issuance in accordance with the terms of this Agreement and the Warrant Indenture, the Warrants be validly issued and outstanding, and the Warrant Indenture has been duly approved and adopted by the board of directors of the Corporation and complies in all material respects with the constating documents of the Corporation;

(viii) the Warrant Shares have been validly authorized and reserved for issuance, and upon due exercise of the Warrants in accordance with the provisions of the Warrant Indenture and the payment of the Exercise Price therefor, the Warrant Shares will be validly issued and fully paid and non-assessable Common Shares;

(ix) the creation and issuance of the Broker Warrants have been duly approved and adopted by the board of directors of the Corporation and, upon their issuance in accordance with the terms of this Agreement and the Broker Warrant Certificates, such the Broker Warrants be validly issued and outstanding, and the form of Broker Warrant Certificate has been duly approved and adopted by the board of directors of the Corporation and complies in all material respects with the constating documents of the Corporation;

(x) the Broker Warrant Shares have been validly authorized and reserved for issuance, and upon due exercise of the Broker Warrants in accordance with the provisions of the Broker Warrant Certificate and the payment of the exercise price therefore, the Broker Warrant Shares will be validly issued and fully paid and non-assessable Common Shares;

(xi) the offering, sale and issuance of the Units through the Agents to the Purchasers resident in the Selling Provinces and the issuance of the Broker Warrants to the Agents, in accordance with the terms of this Agreement, are each exempt from the

prospectus requirements of Canadian Securities Laws, and the only filings, proceedings, approvals, permits, consent or authorization required to be made, taken or obtained under Canadian Securities Laws in the Selling Provinces are the filing by the Corporation with the applicable provincial Securities Regulators of a report in Form 45-106F1, as prescribed by NI 45-106, together with the requisite filing fees;

(xii) the issuance of the Warrant Shares and the Broker Warrant Shares upon due exercise of the Warrants and the Broker Warrants, as applicable, in accordance with their terms is or will be exempt from the prospectus requirements of Canadian Securities Laws and no prospectus is required nor are any other documents, proceedings or approvals, permits, consents or authorizations of regulatory authorities required to be filed, taken or obtained (other than those which have been filed, taken or obtained) under Canadian Securities Laws to permit such issuance by the Corporation;

(xiii) the first trade of the Units and the Warrant Shares, is exempt from the prospectus requirements of applicable Canadian Securities Laws and no prospectus, offering memorandum or other document is required to be filed, no proceeding is required to be taken and no approval, permit, consent or authorization of regulatory authorities is required to be obtained by the Corporation under applicable Canadian Securities Laws to permit such trade by the Purchasers through registrants registered under Canadian Securities Laws who have complied with such laws and the terms and conditions of their registration, provided that at the time of such trade:

(1) the Corporation is and has been a "reporting issuer", as defined in Canadian Securities Laws, in a province or territory of Canada for at least the four months immediately preceding the trade;

(2) at least four months have elapsed from the "distribution date" (as such term is defined in NI 45-102) of the applicable security;

(3) the certificates representing the securities that are the subject of the trade were issued with a legend stating the prescribed restricted period in accordance with Section 2.5(2)3.1(i) of NI 45-102, or if the securities are entered into a direct registration or other electronic book entry system, or if the Purchaser did not directly receive a certificate representing the security, the Purchaser received written notice containing the legend restriction notation set out in Section 2.5(2)3(i) of NI 45-102;

(4) the trade is not a "control distribution" (as defined in NI 45-102);

(5) no unusual effort is made to prepare the market or create a demand for the securities that are the subject of the trade;

(6) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and

(7) if the holder is an insider or officer of the Corporation at the time of the trade, the holder has no reasonable grounds to believe that the Corporation is in default of the securities legislation (as defined in NI 14-10);

(xiv) the Corporation is a reporting issuer under applicable Canadian Securities Laws in the Reporting Provinces, and is not on the list of defaulting issuers maintained under such legislation; and

(xv) Odyssey Trust Company has been duly appointed as registrar and transfer agent for the Common Shares and the Warrants;

In connection with such opinion, counsel to the Corporation may rely on or deliver separate standalone opinions of local counsel in the Selling Provinces acceptable to counsel to the Agents, acting reasonably, as to matters governed by the laws of jurisdictions other than the province or provinces in which the Corporation's Canadian counsel are qualified to practice and may rely, to the extent appropriate in the circumstances but only as to matters of fact, on certificates of officers of the Corporation and others;

(c) if any Units are sold to Purchasers in the United States, the Agents shall have received a favourable legal opinion dated the Closing Date from Securities Law USA, special United States counsel to the Corporation, to the effect that no registration of the Units offered and sold to Purchasers in the United States will be required under the U.S. Securities Act, such opinion to be in form and substance, acceptable in all reasonable respects to the Agents and its legal counsel, it being understood that such counsel need not express its opinion with respect to any subsequent re-sale of such Units;

(d) the Agents shall have received favourable legal opinions from counsel to each of Miata Netherlands B.V., and Miata Metals Suriname N.V., in form and substance acceptable to the Agents and their counsel, acting reasonably, substantially to the effect set out below:

(i) such companies are in good standing in accordance with, the applicable law of their respective jurisdictions of incorporation and existing under the laws of their respective jurisdictions of incorporation; and

(ii) as to the issued share capital of such companies and to the ownership thereof;

(e) the Agents shall have received favourable legal opinions or title reports dated and delivered the Closing Date, to be delivered by legal counsel to the Corporation addressed to the Agents relating to title to the Sela Creek Gold Project, acceptable in all reasonable respects to the Agents and their counsel, acting reasonably;

(f) the Agents shall have received a certificate dated the Closing Date, signed by the Chief Executive Officer and Chief Financial Officer of the Corporation or any other senior officer(s) of the Corporation as may be acceptable to the Agents, in form and content satisfactory to the Agents' counsel, acting reasonably, with respect to:

(i) the articles of the Corporation;

(ii) resolutions of the Corporation's board of directors relevant to, among other things, the Offering, the issue and sale of the Units, the issue and delivery of the Broker

Warrants and Broker Warrant Shares, and the authorization of the Transaction Documents and the other agreements and transactions contemplated herein; and

(iii) the incumbency and signatures of signing officers of the Corporation;

(g) the Agents shall have received a certificate of status dated within one Business Day of the Closing Date, in respect of each of the Corporation and Miata Holdings Inc., Miata Netherlands B.V., and Miata Metals Suriname N.V.

(h) the Agents shall have received certificates or lists, issued under the Securities Laws of the Reporting Provinces stating or evidencing that the Corporation is not in default under such Securities Laws;

(i) the Agents shall have received certificates dated the Closing Date addressed to the Agents and signed by the Chief Executive Officer of the Corporation and the Chief Financial Officer of the Corporation, or such other senior officer(s) of the Corporation as may be acceptable to the Agents, certifying for and on behalf of the Corporation and without personal liability, to the effect that:

(i) the Corporation has complied in all material respects with all the covenants and satisfied in all material respects the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the applicable Closing Time;

(ii) the representations and warranties of the Corporation contained herein are true and correct in all material respects as at the applicable Closing Time with the same force and effect as if made on and as at the applicable Closing Time after giving effect to the transactions contemplated hereby;

(iii) there has been no material change relating to the Corporation and the Subsidiaries, on a consolidated basis, since the date hereof which has not been generally disclosed, except for the Offering, and with respect to which the requisite material change statement or report has not been filed and no such disclosure has been made on a confidential basis; and

(iv) such other matters as the Agents may reasonably request;

(j) the Agents shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at the date immediately prior to the Closing Date;

(k) the Agents shall have received such other certificates, opinions, agreements or closing documents in form and substance reasonably satisfactory to the Agents as the Agents may reasonably request; and

(l) the Corporation shall have accepted the duly and fully completed Subscription Agreements with the Purchasers and, unless the Corporation reasonably believes it would be unlawful or contrary to applicable Securities Laws to do so, have accepted each duly executed Subscription Agreement accompanied by the required subscription funds submitted to the Corporation as contemplated by the Offering.

8. **All Terms to be Conditions.** The Corporation agrees that the conditions contained in Section 7 will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and that it will use its commercially reasonable efforts to cause all such conditions to be complied with. Any breach or failure to comply with any of the conditions set out in Section 7 shall entitle the Agents to terminate their obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the applicable Closing Time. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing.

9. **Material Changes.** The Corporation agrees that if, between the date of this Agreement and a Closing, a material change, or a change in a material fact occurs, the Corporation will:

   (a) as soon as practicable notify the Agents in writing, setting forth the particulars of such change;

   (b) as soon as practicable, issue and file with the Canadian Securities Regulators a press release that is authorized by a senior officer disclosing the nature and substance of the change;

   (c) as soon as practicable file with the Canadian Securities Regulators the report required by the applicable securities legislation and in any event no later than 10 days after the date on which the change occurs; and

   (d) provide copies of that press release, when issued, and that report, when filed, to the Agents and their counsel.

10. **Termination Events.** In addition to any other remedies which may be available to the Agents, each Agent may terminate its obligations under this Agreement by delivering written notice to that effect to the Corporation and the other Agent at or prior to a Closing Time, if:

   (a) there shall have occurred, in the opinion of the Agents, acting reasonably, any material change or change in a material fact or the Agents shall discover any previously undisclosed material fact which in the sole opinion of the Agents, acting reasonably, would be expected to have a Material Adverse Effect on the market price or value of the securities of the Corporation (including the Units) or a Material Adverse Effect on the business or affairs of the Corporation;

   (b) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors or principal shareholders of the Corporation where wrong-doing is alleged or any order is issued under or pursuant to any statute of Canada or any province of Canada or any statute of the United States or any state of United States or any statute of other applicable international jurisdictions or any other governmental department, commission, board, bureau, agency or instrumentality, including without limitation, any securities regulatory authority in relation to the Corporation or any of their securities, which involves a finding of wrongdoing;

   (c) there should develop, occur or come into effect any event, action, state, condition or major financial occurrence of national or international consequence, to the extent that there is any material adverse development related thereto or similar event or the escalation thereof,

accident, act of terrorism, public protest, governmental law or regulation which in the sole opinion of the Agents, acting reasonably, adversely and materially affects or may adversely and materially affect the financial markets or the business, affairs, prospects or financial condition of the Corporation or the market price or value or marketability of the Units;

(d) any order, action, proceeding or cease trading order which operates to prevent or restrict the trading of the Common Shares or any other securities of the Corporation is made or threatened by a securities regulatory authority;

(e) the state of the Canadian, United States or international financial markets where it is planned to market the securities is such that, in the sole opinion of the Agents, acting reasonably, it would be impractical or unprofitable to offer or continue to offer the Units;

(f) the Agents are not satisfied, in their sole discretion with the results of their due diligence investigations; or

(g) the Corporation is in breach of a term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement becomes or is false.

If this Agreement is terminated by any of the Agents in accordance with this Section 10, there shall be no further liability to the Corporation on the part of such Agent or of the Corporation to such Agent, except in respect of any liability which may have arisen or may thereafter arise under Section 13 (Indemnity) or Section 15 (Expenses). The right of the Agents or any one of them to terminate their respective obligations under this Agreement is in addition to such other remedies as they may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement. A notice of termination given by one Agent under this Section 10 shall not be binding upon the other Agent.

11. **Survival of Representations, Warranties and Covenants.** The representations, warranties, covenants and indemnities of the Corporation and the Agents contained in this Agreement will survive the Closing for a period ending on the date that is two (2) years following the Closing Date.

12. **Agents Participation.**

(a) The rights and obligations of the Agents under this Agreement, including but not limited to the right and obligation to offer the Units for purchase and sale and the entitlement to the Agency Commission, will be several (as distinguished from joint) rights and obligations for each Agent.

(b) Except as otherwise specifically provided in this Agreement, the rights and obligations of the Agents will be divided in the proportions in which the Agents participate in the Offering. Notwithstanding the foregoing, the Agents may agree between themselves on any splits, step up fees or concessions regarding the Agency Commission.

(c) Clarus and PowerOne will act as co-lead agents and co-bookrunners of the Offering**.**

(d) Clarus shall have the authority to act on, and to deliver, any notice, request, waiver, extension or other communication or agreement on behalf of the Agents for any matter hereunder, with the exception of any notice, request, waiver, extension or other communication or agreement pursuant to Sections 10 (Termination) and 13 (Indemnity) hereof.

13. **Indemnity.** The Corporation (the "**Indemnitor**") hereby agrees to indemnify and hold the Agents and/or any of their respective affiliates and subsidiaries, in connection with the Offering, and each and every one of the directors, officers, employees, consultants, partners, shareholders and agents of the Agents, including but not limited to any licensed dealers, brokers or investment dealers appointed by the Agents pursuant to Section 28 of this Agreement (hereinafter referred to as the "**Personnel**") harmless from and against any and all expenses, losses (other than loss of profits), fees, claims, actions (including shareholders actions, derivative actions or otherwise), damages, obligations or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of their counsel that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceeds that may be made against the Agents and/or the Personnel to which the Agents and/or the Personnel may become subject or otherwise involved in any capacity under any statute or common law or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Indemnitor by the Agents and the Personnel hereunder or otherwise in connection with the matters referred to in this Agreement (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agents and/or their Personnel, provided that the Indemnitor has agreed to such settlement), provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment shall determine that:

(a) the Agents or the Personnel have been grossly negligent or have committed any fraudulent act or willful misconduct in the course of such performance; and

(b) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence, fraud or willful misconduct referred to in (a).

Without limiting the generality of the foregoing, this indemnity shall apply to all expenses (including legal expenses), losses, claims and liabilities that the Agents may incur as a result of any actual or threatened claims, action, suits or litigation that may be threatened or brought against the Agents.

If for any reason the foregoing indemnification is unavailable to the Agents or insufficient to hold them harmless, then the Indemnitor and the Agents shall contribute to the aggregate of such losses, claims, costs, damages, expenses or liabilities (except loss of profit or consequential damage) of the nature provided for above such that the Agents shall be responsible for that portion represented by the percentage that the portion of the fees bear to the gross proceeds realized by the Offering and the Indemnitor shall be responsible for the balance, provided that, in no event, shall the Agents be responsible for any amount in excess of the amount of the fees actually received by them. In the event that the Indemnitor may be entitled to contribution from the Agents under the provisions of any statute or law, the Indemnitor shall be limited to contribution in any amount not exceeding the lesser of the portion of the amount of losses, claims, costs, damages, expenses and liabilities giving rise to such contribution for which the Agents are responsible and the amount of the fees received by the Agents in connection with the Offering.

The Indemnitor agrees that in case any legal proceeding shall be brought against the Indemnitor and/or the Agents and/or the Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or any such authority shall investigate the Indemnitor and/or the Agents and any Personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed

to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Indemnitor by the Agents and/or the Personnel, the Indemnitor shall be entitled but not obligated to participate in or assume the defence thereof; provided however, that the defence shall be through legal counsel acceptable to the Agents, acting reasonably. In addition, the Agents and/or the Personnel shall also have the right to employ separate counsel in any such action and participate in the defence thereof, provided they act reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by their Personnel in connection therewith) and out-of-pocket expenses incurred by their respective Personnel in connection therewith shall be paid by the Indemnitor as they occur.

No settlement of any such legal proceeding may be made by the Indemnitor, or the Agents or any Personnel without the prior written consent of the other of them, acting reasonably, as applicable, and none of the Indemnitor, Agents and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld.

Promptly after receipt of notice of the commencement of any legal proceeding against the Agents or any of the Personnel or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Indemnitor, the Agents will notify the Indemnitor in writing of the commencement thereof and, throughout the course thereof, will provide copies of all relevant documentation to the Indemnitor and will keep the Indemnitor advised of all discussions and significant actions proposed in respect thereof. However, the failure by the Agents to notify the Indemnitor will not relieve the Indemnitor of its obligations to indemnify the Agents and/or any Personnel. The Indemnitor shall on behalf of itself and the Agents and/or any Personnel, as applicable, be entitled (but not required) to assume the defence of any suit brought to enforce such legal proceeding; provided, however, that the defence shall be conducted through legal counsel acceptable to the Agents and/or any Personnel, as applicable, acting reasonably, that no settlement of any such legal proceeding may be made by the Indemnitor without the prior written consent of the Agents and/or any Personnel, as applicable, and none of the Agents and/or any Personnel, as applicable, shall be liable for any settlement of any such legal proceeding unless it has consented in writing to such settlement, such consent not to be unreasonably withheld. The Agents and their Personnel shall have the right to appoint its or their own separate counsel at the Indemnitor's cost provided the Agents and act reasonably in selecting such counsel.

The Indemnitor hereby constitutes each Agent as trustee for each of its respective affiliates, subsidiaries and Personnel regarding the Indemnitor's covenants under this indemnity with respect to such persons and each Agent agrees to accept such trust and to hold and enforce such covenants on behalf of such persons.

The indemnity and contribution obligations of the Indemnitor shall be in addition to any liability which the Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Agents and the Personnel and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Indemnitor, the Agents and any Personnel. The Indemnitor constitutes the Agents as trustee for the other indemnified parties as contemplated herein of the covenants of the Indemnitor under this Agreement and the Agents hereby agree to accept such trust and to hold and enforce such covenants on behalf of such persons. The foregoing provisions shall survive the completion of professional services rendered under this Agreement or any termination of the authorization given by this Agreement. The indemnity provisions of this Section 13, (i) shall not be assignable by any party hereto without the prior written consent of each

other party hereto; and (ii) shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal law of Canada applicable therein and the parties hereto hereby irrevocably attorn to the jurisdiction of the courts of the Province of Ontario. No waiver, amendment or other modification of this Section 13 shall be effective unless in writing and signed by each of the parties hereto.

14. **Information.**

(a) The Corporation acknowledges that the Agents will be conducting a due diligence investigation of the business, properties, securities, management and affairs of the Corporation and the Subsidiaries and the Corporation covenants that it will afford the Agents with access to the contracts, assets, commitments, corporate records and other documents that the Agents may reasonably request. The Corporation also covenants to use its best efforts to secure the cooperation of the Corporation's professional advisors (including its legal advisors and auditors) and the Corporation consents to the use and the disclosure of information obtained during the course of the due diligence investigation (including during the due diligence conference call) where such disclosure is required by law or required by the Agents to maintain a defense to any regulatory or other civil action; and

(b) The Agents will be entitled to rely on, and to assume, with no independent verification, the accuracy and completeness of all information furnished to them pursuant to this section and the Agents will be under no obligation to verify, the accuracy or completeness of such information and under no circumstances will the Agents be liable to the Corporation for any damages arising out of the inaccuracy or incompleteness of any such information.

15. **Expenses.** The Corporation shall pay all reasonable expenses and fees in connection with the Offering contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Units and expenses of or incidental to all other matters in connection with the transaction set out in this Agreement, including, without limitation, the fees and expenses payable in connection with the distribution of the Units, the fees and expenses of the Corporation's counsel and of local counsel to the Corporation, the fees and expenses of the auditors, the Transfer Agent for the Common Shares, the warrant agent for the Warrants, filing fees, printing costs, all costs incurred in connection with the certificates representing the Units and Broker Warrants, the reasonable miscellaneous fees and expenses of the Agents, including travel and the reasonable fees, disbursements and taxes of the Agents' counsel, subject to a maximum of $70,000, whether or not the Offering is completed. In the event the Offering is not completed because any condition has not been fulfilled or the engagement of the Agents has terminated hereunder or the Agreement has been terminated, the Corporation shall be responsible for the payment of all of the expenses of the Agents otherwise payable by the Corporation under this paragraph. All fees and expenses incurred by the Agents or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agents and shall be payable whether or not the Offering is completed. At the option of the Agents, such fees and expenses may be deducted from the gross proceeds otherwise payable to the Corporation at each Closing.

16. **Standstill.** The Corporation shall not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible or exchangeable into Common Shares at a price less than $0.60 per Common Share, other than pursuant to (i) this Agreement; (ii) the grant or exercise of stock options, restricted share units and other similar issuances pursuant to any stock option plan, omnibus equity

incentive plan or similar share compensation arrangements in place prior to the date hereof; (iii) the issuance of Common Shares upon the exercise of convertible securities, Warrants, options, or any other commitment or agreement outstanding prior to the date hereof the issuance of Common Shares or such other securities of the Corporation pursuant to or in connection with the 79North Transaction or pursuant to any of the Corporation's existing option agreements, from the date hereof and continuing for a period of 120 days from the Closing Date, without the prior written consent of Clarus, on behalf of the Agents, such consent not to be unreasonably withheld. Notwithstanding anything contained herein the Agents expressly consent to the Corporation conducting a concurrent non-brokered private placement of units on the same terms of the Offering for gross proceeds of up to $150,000.

17. **Lock-Ups.** The Corporation shall use best efforts to cause each of its directors and officers to execute and deliver lock-up agreements (the "**Lock-Ups**"), in favour of the Agents, in a form satisfactory to the Corporation and the Agents, acting reasonably, pursuant to which such directors and officers agree not to, directly or indirectly, sell, transfer, pledge, assign, offer, lend, swap or enter into any other agreement to transfer the economic consequences of, or otherwise dispose of or deal with (or publicly announce any intention to do any of the foregoing), through the facilities of any stock exchange, by private placement or otherwise, any Common Shares or securities exchangeable or convertible into Common Shares of the Corporation held directly or indirectly, during the period from the Closing Date and continuing for 120 days (subject to customary exceptions), unless they first obtain the prior written consent of the Agents, which consent shall not be unreasonably withheld or delayed.

18. **Notices.** Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

If to the Corporation, addressed and sent to:

Miata Metals Corp.
2133 – 1177 West Hastings St.
Vancouver, BC V6E 2K3

Attention: Jaap Verbaas
Email: [*Email Redacted*]

In case of any notice to the Corporation, with a copy to (which shall not constitute notice):

Morton Law LLP
1200-750 W. Pender Street
Vancouver, British Columbia
V6C 2T8

Attention: Ryan Gill
Email: [*Email Redacted*]

If to the Agents, addressed and sent to:

Clarus Securities Inc.
Exchange Tower
130 King Street West, Suite 3640
Toronto, ON M5X 1A9

Attention: Robert Orviss
Email: [*Email Redacted*]

and

PowerOne Capital Markets Limited.
Exchange Tower
130 King Street West, Suite 2210
Toronto, ON M5X 1E4

Attention: David D'Onofrio
Email: [*Email Redacted*]

In case of any notice to the Agents, with a copy to (which shall not constitute notice):

McMillan LLP
Brookfield Place
181 Bay Street, Suite 4400
Toronto, ON M5J 2T3

Attention: Andrew Powers
Email: [*Email Redacted*]

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or one hour after being emailed and receipt confirmed during normal business hours, as the case may be. Any party may, at any time, give notice in writing to the others in the manner provided for above of any change of address or email address.

19. **Time of the Essence.** Time shall, in all respects, be of the essence hereof.

20. **Canadian Dollars.** All references herein to dollar amounts are to lawful money of Canada.

21. **Headings.** The headings contained herein are for convenience only and shall not affect the meaning or interpretation hereof.

22. **Singular and Plural, etc.** Where the context so requires, words importing the singular number include the plural and vice versa, and words importing gender shall include the masculine, feminine and neuter genders.

23. **Entire Agreement.** This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings, including, without limitation, the Letter Agreement. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

24. **Severability.** If one or more provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.

25. **Governing Law.** This Agreement is governed by the laws of the Province of Ontario and the laws of Canada applicable therein, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of the Province of Ontario with respect to any dispute related to this Agreement.

26. **No Fiduciary Duty.** The Corporation hereby acknowledges that: (i) the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Agents and any affiliate through which they may be acting, on the other, (ii) each Agent is acting as agent but not as fiduciary of the Corporation and (iii) the Corporation's engagement of the Agents in connection with the Offering and the process leading up to the Offering is as an agent and not in any other capacity. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of the Agents has advised or is currently advising the Corporation on related or other matters). The Agents have not rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of an offering of the nature contemplated by this Agreement and the Corporation agrees that it will not claim that the Agents have rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Agents owe a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

27. **Successors and Assigns.** The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agents and their respective successors and permitted assigns. This Agreement shall not be assignable by any party hereto without the prior written consent of the other party.

28. **Selling Group Participation.** The Agents may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the Agency Commission and Broker Warrants. Any fees payable to such selling group members will be paid out of the Agency Commission and Broker Warrants and will not create additional fees payable by the Corporation to such selling group members.

29. **Several and Not Joint.** The Corporation understands and agrees that the Agents are not, and will not, be deemed for any purpose to be acting as an agent, joint venturer or partner of the other, and that none of the Agents assume responsibility, express or implied, for any actions or omissions of, or the performance of any obligations by any other party hereunder or otherwise. The Corporation further agrees that the obligations of the Agents hereunder shall be several and not joint or joint and several.

30. **Further Assurances.** Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

31. **Effective Date.** This Agreement is intended to and shall take effect as of the date first set forth above, notwithstanding its actual date of execution or delivery.

32. **Counterparts.** This Agreement may be executed in two or more counterparts and may be delivered by facsimile transmission or other means of electronic transmission, each of which will be deemed to be an original and all of which will constitute one agreement, effective as of the reference date given above.

[*signature page follows*]

If the Corporation is in agreement with the foregoing terms and conditions, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

Yours very truly,

CLARUS SECURITIES INC.

Per: *"Robert Orviss"*

Name: Robert Orviss
Title: Managing Director

POWERONE CAPITAL MARKETS LTD.

Per: *"David D'Onofrio"*

Name: David D'Onofrio
Title: Chief Financial Officer

The foregoing is hereby accepted on the terms and conditions therein set forth.

DATED as of October 18, 2024.

MIATA METALS CORP.

Per: *"Jacob Verbaas"*
Name: Dr. Jacob (Jaap) Verbaas
Title: Chief Executive Officer

SCHEDULE A

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

*This is Schedule A to the agency agreement dated as of October 18, 2024 among Miata Metals Corp., Clarus Securities Inc. and PowerOne Capital Markets Ltd. (the "**Agency Agreement**").*

As used in this Schedule A, the following terms shall have the following meanings:

"**affiliate**" has the meaning given such term in Rule 405 under the U.S. Securities Act;

"**Dealer Covered Person**" has the meaning set forth in Section B.12 below;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Units, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the Offering of the Units;

"**Disqualification Event**" has the meaning set forth in Section A.10 below;

"**Foreign Issuer**" means a "foreign issuer" as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last Business Day of its most recently completed second fiscal quarter: (1) more than 50% of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50% of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

"**General Solicitation or General Advertising**" means "general solicitation or general advertising", as used in Rule 502(c) of Regulation D, including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

"**Issuer Covered Person**" has the meaning set forth in Section A.10 below;

"**Offshore Transaction**" means "offshore transaction" as that term is defined in Rule 902(h) of Regulation S;

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) Regulation S; and

"**U.S. Purchaser**" means an original Purchaser of the Units that is either a U.S. Accredited Investor or a Qualified Institutional Buyer who, (a) at the time of purchase, was in the United States, (b)

receives or received an offer to acquire such Units while in the United States, or (c) was in the United States at the time such person's buy order was made or the Subscription Agreement pursuant to which such Units were acquired was executed or delivered.

All other capitalized terms used but not otherwise defined in this Schedule A shall have the meanings assigned to them in the Agency Agreement to which this Schedule A is attached.

A. Representations, Warranties and Covenants of the Corporation

The Corporation represents and warrants to and covenants with the Agents, as at the date hereof and as at the Closing Date, that:

1. It is, and on the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest with respect to any of its Common Shares.

2. The Corporation is not, and as a result of the sales of the Units contemplated hereby will not be, registered or required to be registered as an "investment company", as such term is defined in the United States Investment Company Act of 1940, as amended, under such Act.

3. Except with respect to offers and sales of Units in accordance with this Schedule A to U.S. Accredited Investors and Qualified Institutional Buyers in reliance upon the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and similar exemptions under applicable U.S. state securities laws, none of the Corporation, any of its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Units in the United States; or (B) any sale of Units unless, at the time the buy order was or will have been originated, the Purchaser is (i) outside the United States or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believe that the Purchaser is outside the United States.

4. None of the Corporation or any of its affiliates or any persons acting on any of their behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has made or will make any Directed Selling Efforts or has engaged or will engage in any form of General Solicitation or General Advertising or has acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act with respect to the offer and sale of Units in the United States.

5. The Corporation has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning 30 days prior to the start of the Offering of the Units and ending 30 days after the completion of the Offering of the Units, any of its securities in a manner that would be integrated with and would cause the exemption from registration provided by Rule 506(b) of Regulation D or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable with respect to offers and sales of the Units in the Offering pursuant to this Schedule A.

6. During the period in which the Units are offered for sale, none of the Corporation, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has engaged in or will engage in any Directed Selling Efforts, or has taken or

will take any action that would cause the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and similar exemptions under applicable state securities laws to be unavailable for the offer and sale of the Units in the United States, or the exclusion from the registration requirements of the U.S. Securities Act provided by Rule 903 of Regulation S to be unavailable for the offer and sale of Units outside the United States.

7. Neither the Corporation nor any of its predecessors or affiliates has been subject to any order, judgment, or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

8. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act and applicable U.S. state securities laws in connection with the Offering.

9. None of the Corporation, its affiliates or any person acting on any of their behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) has taken or will take any action in violation of Regulation M under the U.S. Exchange Act in connection with the Offering.

10. With respect to the Units to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D, none of the Corporation, any of its predecessors, any director, executive officer, other officer of the Corporation participating in the Offering, any beneficial owner of 20% or more of the Corporation's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale (each, an "**Issuer Covered Person**" and, together, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3). The Corporation has exercised reasonable care to determine (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Corporation has complied, to the extent applicable, with its disclosure obligations under Rule 506(e), and has furnished to the Agents a copy of any disclosures provided thereunder.

11. The Corporation is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of Units in the Offering pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act.

12. All offers and sales of Units by the Corporation, its affiliates, or any person acting on any of their behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on any of their behalf, in respect of which no representation, warranty or covenant is made) have been made outside the United States and such sales have been made in Offshore Transactions in compliance with Rule 903 of Regulation S.

B. Representations, Warranties and Covenants of the Agents

Each Agent (on behalf of itself and its U.S. Affiliate) acknowledges that the Units have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Units may not be offered or sold in the United States except the Units may be offered and sold in the United States in accordance with the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and similar exemptions under applicable state securities laws.

Accordingly, each Agent (on behalf of itself and its U.S. Affiliate) represents, warrants and covenants to the Corporation, on the date hereof and on the Closing Date, that:

1. It has offered and sold and will offer and sell the Units outside the United States in Offshore Transactions in accordance with Rule 903 of Regulation S, and it has offered and sold and will offer and sell the Units in the United States, all as provided in this Schedule A. Accordingly, none of the Agent, its affiliates (including its U.S. Affiliate) or any persons acting on any of their behalf (except as permitted by this Schedule A): (i) have engaged or will engage in any Directed Selling Efforts; or (ii) have made or will make (x) any offers to sell or solicitations of offers to buy Units in the United States, or (y) any sale of Units unless at the time the Purchaser made its buy order therefor, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf reasonably believed that such person was outside the United States. All offers of Units for sale by the Corporation have been made in Offshore Transactions in compliance with Rule 903 of Regulation S. The Agent has not made any offers of Units, directly or indirectly, in the United States, and the Agent has not facilitated and will not resales of the Units into the United States (other than as contemplated by Section 2 of the Agency Agreement).

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Units, except with its U.S. Affiliate, any selling group member or with the prior written consent of the Corporation. The Agent shall require its U.S. Affiliate and any selling group member to agree for the benefit of the Corporation, to comply with, and shall cause its U.S. Affiliate and any selling group member to comply with the same provisions of the Agency Agreement and this Schedule A as apply to the Agent as if its provisions applied to such U.S. Affiliate and such selling group member.

3. All offers and sales of the Units in the United States will be effected by the U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is on the date hereof, and will be on the date of each offer or sale of Units in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state's broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.

4. Any offers, or solicitations of offers to buy Units that have been made or will be made in the United States, was or will be made only to Qualified Institutional Buyers and/or U.S. Accredited Investors in transactions that are exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 506(b) of Regulation D and exempt from registration under all applicable U.S. state securities laws, and any offers, or solicitations of offers to buy Units that have been made or will be made outside the United States, was or will be made only in Offshore Transactions that are exempt from the registration requirements of the U.S. Securities Act available pursuant to Rule 903 of Regulation S.

5. Immediately prior to making offers in the United States, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf had reasonable grounds to believe and did believe that each such offeree was a Qualified Institutional Buyer or a U.S. Accredited Investor, as applicable, with respect to which the Agent or its affiliates (including its U.S. Affiliate) had a pre-existing business relationship; and at the time of completion of each sale to a U.S. Purchaser, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf will have reasonable grounds to believe and will believe, that each such U.S. Purchaser is a Qualified Institutional Buyer or a U.S. Accredited Investor, as applicable.

6. The Agent and its affiliates (including its U.S. Affiliate) have not, either directly or through a person acting on any of their behalf, solicited and will not solicit offers for, and have not offered to sell and will not solicit any offers to sell, any of the Units in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.

7. At least one Business Day prior to the Closing Date, it shall provide the Corporation and its transfer agent with a list of all U.S. Purchasers of the Units, together with their addresses (including state of residence), the number of Units purchased and the registration and delivery instructions for the Units.

8. Prior to any sale of Units to U.S. Purchasers, it shall cause each such U.S. Purchaser to execute and deliver to the Corporation, the Agent and its U.S. Affiliate, an executed Subscription Agreement, including the U.S. Accredited Investor Certificate attached thereto as Annex 1 to Schedule B or the Qualified Institutional Buyer Certificate attached thereto as Annex 2 to Schedule B, as applicable.

9. All offerees of the Units in the United States shall be informed that the Units have not been and will not be registered under the U.S. Securities Act and applicable U.S. state securities laws and are being offered and sold to such persons in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and similar exemptions under applicable U.S. state securities laws.

10. The Agent understands that all Units sold to U.S. Purchasers in the Offering that are not Qualified Institutional Buyers will be issued in definitive physical form or as DRS statements and will bear a restrictive legend substantially in the form set forth Schedule B to the Subscription Agreement.

11. None of it, any of its affiliates (including, its U.S. Affiliate) or any person acting on any of their behalf has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Units.

12. With respect to the Units to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D, none of (i) the Agent or its U.S. Affiliate, (ii) the Agent's or its U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or U.S. Affiliate's directors, executive officers or other officers participating in the Offering of the Units, (iv) any of the Agent's or U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the Offering of the Units or (v) any other person associated with any of the above persons, including any selling group member and any such persons related to such selling group member, that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of the Units (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any Disqualification Event except for a Disqualification Event contemplated by Rule 506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Corporation prior to the date hereof. It will notify the Corporation in writing, prior to the Closing Date of (a) any Disqualification Event relating to any Dealer Covered Person not previously disclosed to the Corporation hereunder, any (b) any event that would, with the passage of time, become a Disqualification Event relating to any Dealer Covered Person.

13. The Agent represents that it is not aware of any person other than a Dealer Covered Person that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of the Units pursuant to Rule 506(b) of Regulation D. It will notify the Corporation,

prior to the Closing Date of any agreement entered into between it and any such person in connection with such sale.

14. At Closing, the Agent, together with its U.S. Affiliate, will provide a certificate, substantially in the form of Exhibit A to this Schedule A, relating to the manner of the offer and sale of the Units in the United States, or will be deemed to have represented that they did not offer or sell Units in the United States.

15. All offers of Units by the Agents for sale by the Corporation have been made in Offshore Transactions in compliance with Rule 903 of Regulation S.

EXHIBIT A

AGENT'S CERTIFICATE

In connection with the private placement in the United States of Units of Miata Metals Corp. (the "**Corporation**") pursuant to the agency agreement dated October 18, 2024 among the Corporation and Clarus Securities Inc. and PowerOne Capital Markets Ltd. (the "**Agents**"), each of the undersigned does hereby certify to the Corporation as follows:

(a) _____ (the "**U.S. Affiliate**") is, and at all relevant times was, a duly registered broker or dealer with the United States Securities and Exchange Commission and is a member of and in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof and the date on which each offer by it and sale by the Corporation of Units was made in the United States, and all offers and sales of the Units by us in the United States have been effected by the U.S. Affiliate in compliance with all U.S. federal and state broker-dealer requirements;

(b) immediately prior to making any offers of Units in the United States, we had reasonable grounds to believe and did believe that the offeree was either a Qualified Institutional Buyer, or a U.S. Accredited Investor, as applicable, and, on the date hereof, we continue to believe that each such U.S. Purchaser purchasing Units from the Corporation is either a Qualified Institutional Buyer or Accredited Investor, as applicable;

(c) no form of General Solicitation or General Advertising was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet or any seminar or meeting whose attendees had been invited by General Solicitation or General Advertising, in connection with the offer or sale of the Units in the United States;

(d) prior to any sale of Units in the United States, each such U.S. Purchaser thereof that is purchasing Units provided an executed (i) U.S. Accredited Investor Certificate attached to the Subscription Agreement as Annex 1 to Schedule B (if not a Qualified Institutional Buyer), or (ii) Qualified Institutional Buyer Certificate attached to the Subscription Agreement as Annex 2 to Schedule B, and we provided the Corporation with copies of all such completed and executed Subscription Agreements and applicable Schedules for acceptance by the Corporation;

(e) neither we, nor our affiliates or any person acting on any of our behalf have taken or will take, directly or indirectly, any action in a violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Units;

(f) none of (i) the undersigned, (ii) the undersigned's general partners or managing members, (iii) any of the undersigned's directors, executive officers or other officers participating in the Offering of the Units, (iv) any of the undersigned's general partners' or managing members' directors, executive officers or other officers participating in the Offering of the Units or (v) any Dealer Covered Person is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under Regulation D, except for a Disqualification Event contemplated by Rule 506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Corporation prior to the date hereof; and (vii) the undersigned is not aware of any person (other than any Dealer Covered

Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with the sale of the Units;

(g) all offerees in the United States and U.S. Purchasers have been informed that the Units have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such offerees and U.S. Purchasers without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and similar exemptions under applicable state securities laws; and

(h) the Offering of the Units in the United States has been conducted by us in accordance with the terms of the Agency Agreement including Schedule A thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement, including Schedule A thereto, unless otherwise defined herein.

DATED this _____ day of _____, 2024.

[●]

By: _____
Name:
Title:

[●]

By: _____
Name:
Title: