

AGENCY AGREEMENT

September 23, 2024

Canary Gold Corp.
200-551 Howe Street
Vancouver, BC V6C 2C2

Attention: Mr. Andrew Lee Smith, Chief Executive Officer

Dear Sirs:

The undersigned, Haywood Securities Inc. (the "**Agent**" or "**Haywood**") hereby agrees to offer for purchase and sale on a best-efforts agency basis and Canary Gold Corp. (the "**Corporation**"), upon and subject to the terms hereof, agrees to issue and sell through the Agent a minimum of 12,942,000 units of the Corporation (the "**Offered Units**") at a price of \$0.17 per Offered Unit (the "**Offering Price**"), at the Offering Price for an aggregate purchase price of a minimum of \$2,200,140.

Each Offered Unit shall consist of one Common Share (as defined herein) of the Corporation (a "**Unit Share**") and one transferable common share purchase warrant (a "**Warrant**") with each Warrant entitling the holder to acquire an additional Common Share (a "**Warrant Share**") at a price of \$0.25 per Warrant Share at any time up to 12 months from the date of issuance, subject to the Acceleration Right (as defined herein). The Warrants will be issued pursuant to the terms of a warrant indenture (the "**Warrant Indenture**") to be entered into between the Corporation and Endeavor Trust Corporation (the "**Warrant Agent**") as warrant agent.

The offering of the Offered Units by the Corporation described in this Agreement is hereinafter referred to as the "**Offering**". The Corporation has granted the Agent an option (the "**Agent's Option**"), exercisable, in whole or in part, by the Agent giving written notice to the Corporation at any time up to 48 hours prior to the Closing Date, to sell up to an additional 15% of Offered Units sold under the Offering (the "**Additional Units**") and, together with the Offered Units, the "**Units**") at the Offering Price. The Additional Units will have the same terms as the Offered Units.

The net proceeds of the Offering to the Corporation shall be used by the Corporation substantially in accordance with the disclosure set out under "Use of Proceeds" in the Final Prospectus (as hereinafter defined), subject to the qualifications set out therein. All funds received by the Agent for subscription will be held by the Agent until the Offering has been obtained. Notwithstanding any other term of this Agreement, all subscription funds received by the Agent will be returned to the subscribers if the Offering is not completed as set out in this Agreement.

The Agent understands that the Corporation has prepared and, concurrently with or immediately after the execution hereof, will file a final prospectus (the "**Final Prospectus**") and all necessary documents relating thereto and will take all additional steps to qualify the Qualified Securities (as defined herein) for distribution in the Provinces of British Columbia, Alberta and Ontario (collectively, the "**Qualifying Jurisdictions**"). The Agent intends to make a public offering of the Units in the Qualifying Jurisdictions upon the terms set forth herein and in the Final Prospectus. Subject to applicable Securities Laws (as defined herein) and the terms of this Agreement, the Units may also be distributed on an exempt basis in other offshore jurisdictions outside of Canada and the United States, all in the manner contemplated by this Agreement.

The parties hereto each acknowledge and agree that the Agent may offer and sell the Units to or through any affiliate of the Agent and that any such affiliate may offer and sell the Units purchased by it to or through the Agent. In addition, the Agent shall be entitled to appoint a soliciting dealer group consisting of other registered dealers acceptable to the Corporation for the purposes of arranging for purchasers of the Units at no additional cost to the Corporation.

The following are the schedules attached to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule "A" – List of Convertible Securities

DEFINITIONS

In this Agreement, the following terms have the meanings ascribed thereto:

"Acceleration Right" means the Corporation's right to accelerate the expiry date of the Warrants to a date that is 30 calendar days from the date when written notice of such new expiry date is provided by the Corporation to the Warrant holders, if the closing price of the Common Shares on the CSE is at or above \$0.50 per Common Share for a period of 30 consecutive trading days.

"Additional Units" means the Units issuable at the Offering Price upon exercise of the Agent's Option;

"Agent" has the meaning ascribed thereto in the first paragraph hereof;

"Agent's Commission" means the commission, payable in cash to the Agent as part of the Agent's Fee, as set out in Section 18;

"Agent's Fee" means the fee which is set out in Section 18 and which is payable by the Corporation to the Agent in consideration of the services performed by the Agent under this Agreement;

"Agent's Option" means the Agent's option to offer and sell up to an additional 15% of the total Offered Units to be sold under the Offering;

"Agent's Warrants" means the non-transferable common share purchase warrants of the Corporation which will be issued to the Agent and which have the terms set out in Section 18 and the certificates representing such common share purchase warrants;

"Agent's Warrant Shares" means any previously unissued Common Shares that will be issued on exercise of the Agent's Warrants;

"Agreement" means this agency agreement and includes the Schedules hereto;

"Alternative Transaction" means (i) any debt or equity financing transaction (excluding a bank loan from commercial bank or other similar lenders including equipment financing transactions); or (ii) a business transaction which involves a change in control of the Corporation, or any material subsidiary including a merger, amalgamation, arrangement, take-over bid supported by the board of directors of the Corporation, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or any similar transaction, but excluding an issuance of securities pursuant to the exercise of securities of the Corporation outstanding on the date hereof or in connection with a *bona fide* debt settlement or acquisition by the Corporation (other than a direct or indirect acquisition, whether by way of one or more transactions, of an entity all or substantially all of the assets of which are cash, marketable securities, or financial in nature or an acquisition that is structured primarily to defeat the intent of this provision);

"Business Day" means a day which is not a Saturday, Sunday or statutory or civic holiday in the City of Vancouver;

"Canadian Securities Regulators" means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions;

"Closing" means the completion of the issue and sale by the Corporation on the Closing Date of the Units as contemplated by this Agreement;

"Closing Date" means such date as the Corporation and the Agent may agree;

"Closing Time" means 10:00 (Vancouver time) a.m. on the Closing Date or such other time on the Closing Date as the Corporation and Agent may agree;

"Common Shares" means the common shares without par value of the Corporation which the Corporation is authorized to issue, as constituted on the date hereof;

"Corporate Finance Fee" means the fee which is set out in Section 18 and which is payable by the Corporation to Haywood in consideration of the corporate finance services performed by Haywood under this Agreement;

"Corporate Finance Shares" means the Common Shares of the Corporation issuable as part of the Corporate Finance Fee;

"Corporation" has the meaning ascribed thereto in the first paragraph hereof;

"Corporation's Auditors" means the auditors of the Corporation, MNP LLP;

"CSE" means the Canadian Securities Exchange;

"Disclosure Documents" means, collectively, (a) 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 filed on SEDAR+, and (b) the Technical Report;

"Documents Incorporated by Reference" means all Marketing Documents that are required to be incorporated by reference into the Final Prospectus;

"Final Prospectus" means the final prospectus of the Corporation, including all of the Documents Incorporated by Reference, to be prepared and filed by the Corporation in the Qualifying Jurisdictions and relating to the distribution of the Qualified Securities, and for which a receipt will be issued in accordance with the Passport System by the British Columbia Securities Commission on its own behalf and, as principal regulator, on behalf of each of the other Canadian Securities Regulators, and any amendments thereto;

"Financial Statements" has the meaning ascribed thereto in Section 7(aa);

"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 of the foregoing, and any stock exchange or self-regulatory authority and, for greater certainty, includes the Securities Regulators;

"Haywood" has the meaning ascribed thereto in the first paragraph hereof;

"Indemnified Person" has the meaning ascribed thereto in Section 17;

"Insiders" has the meaning ascribed thereto in Section 12;

"Lock-Up Agreement" has the meaning ascribed thereto in Section 12;

"Marketing Documents" means, collectively, all Standard Term Sheets and Marketing Materials (including any template version, revised template version or limited use version thereof) provided to a potential investor in connection with the Offering;

"Marketing Materials" has the meaning ascribed to "marketing materials" in NI 41-101;

"Material Adverse Effect" or **"Material Adverse Change"** means any effect or change on the Corporation or the Subsidiary or 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 and the Subsidiary and their respective businesses, taken as a whole, after giving effect to this Agreement and the transactions contemplated hereby or that is or is reasonably likely to be materially adverse to the completion of the transactions contemplated by this Agreement;

"misrepresentation", **"material fact"**, **"material change"**, **"affiliate"**, **"associate"**, and **"distribution"** have the respective meanings ascribed thereto in the *Securities Act* (British Columbia);

"MI 11-102" means Multilateral Instrument 11-102 – *Passport System* and its companion policy;

"Named Executive Officers" means, in respect of the Corporation, its Chief Executive Officer, Chief Financial Officer and the most highly compensated executive officer, other than the Chief Executive Officer and Chief Financial Officer, who were serving as executive officers at the end of the most recently completed financial year and whose total salary and bonus exceeds \$150,000 as well as any additional individuals who would qualify as a Named Executive Officer, except that the individual was not serving as an executive officer of the Corporation at the end of the most recently completed financial year end;

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

"NI 41-101" means National Instrument 41-101 – *General Prospectus Requirements*;

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

"NP 11-202" means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions*;

"Offered Units" has the meaning ascribed thereto in the first paragraph hereof;

"Offering" has the meaning ascribed thereto in the third paragraph hereof;

"Offering Documents" has the meaning ascribed thereto in Section 5(a)(iii);

"Offering Price" has the meaning ascribed thereto in the first paragraph hereof;

"Passport System" means the system and process for prospectus reviews provided for under MI 11-102 and NP 11-202;

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

"President's List" means the list of purchasers of the Offering provided by the Corporation to the Agent accounting for a maximum of \$250,000 of the gross proceeds raised under the Offering;

"President's List Commission" means the cash fee payable to the Agent equal to 2.0% of the proceeds raised from the sale of Units sold to purchasers on the President's List;

"President's List Warrants" means the Agent's Warrants to be issued to the Agent equal to 2.0% of Units sold to purchasers on the President's List;

"Property" means the Rio Madeira Property, a gold exploration project that is subject to the Amended and Restated Option Agreement (as defined in the Final Prospectus) and consists of an aggregate of eight exploration license applications covering an area of 68,445 hectares in Rondônia, Brazil, as described in the Final Prospectus;

"Property Rights" has the meaning ascribed thereto in Section 7(oo);

"Qualified Securities" means the Units, Corporate Finance Shares and Agent's Warrants;

"Qualifying Jurisdictions" has the meaning ascribed thereto in the fifth paragraph hereof;

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

"Securities Laws" means, unless the context otherwise requires, all applicable securities laws in each of the Qualifying 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 and includes the rules and policies of the CSE;

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

"Selling Firm" has the meaning ascribed thereto in Section 3(a);

"Standard Listing Conditions" has the meaning ascribed thereto in Section 4(a)(ii);

"Standard Term Sheet" has the meaning ascribed to "standard term sheet" in NI 41-101;

"Subsidiary" means Canary Gold Mineracao Ltda incorporated in Brazil on July 11, 2023;

"Supplementary Material" means, collectively, any amendment to the Final Prospectus and any amendment or supplemental prospectus or ancillary materials that may be filed by or on behalf of the Corporation under Securities Laws relating to the distribution of the Qualified Securities thereunder;

"Technical Report" means the NI 43-101 compliant technical report entitled "*Technical Report on the Rio Madeira Exploration Project, Rondônia, Brazil Report for NI 43-101*" with an effective date of July 30, 2023, prepared by Rodrigo Mello (FAUSIMM) of RBM Consulting Ltda.;

"Transfer Agent" means Endeavor Trust Corporation, in its capacity as the registrar and transfer agent of the Common Shares;

"United States" means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

"Warrant" has the meaning ascribed thereto in the second paragraph hereof;

"Warrant Agent" means Endeavor Trust Corporation, in its capacity as Warrant Agent under the Warrant Indenture;

"Warrant Share" has the meaning ascribed thereto in the second paragraph hereof; and

"Warrant Indenture" means an indenture in respect of the Warrants to be entered into between the Corporation and the Warrant Agent on or before the Closing Date.

Unless otherwise expressly provided in this Agreement, words importing only the singular number include the plural and *vice versa* and words importing gender include all genders. References to "Sections" are to the appropriate sections of this Agreement.

All funds referred to in this Agreement shall be in Canadian dollars.

The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement.

Any action or payment required or permitted to be taken or made hereunder on a day which is not a Business Day shall or may be, as the case may be, taken or made on the next succeeding Business Day, except when otherwise prescribed by Securities Laws, with the same force and effect as if taken or made within the period for the taking or making of such action.

TERMS AND CONDITIONS

1. Compliance With Securities Laws. The Corporation represents and warrants to, and covenants and agrees with, the Agent that the Corporation will as soon as possible and in any event no later than 5:00 p.m. (Vancouver time) on September 26, 2024, prepare and file the Final Prospectus and use its commercially reasonable efforts to obtain, pursuant to the Passport System, a receipt from the British Columbia Securities Commission (as principal regulator) evidencing the issuance by the Canadian Securities Regulators of a receipt for the Final Prospectus in respect of the proposed distribution of the Units. The Corporation will use its commercially reasonable efforts to resolve, as soon as possible, any comments of the Canadian Securities Regulators relating to the Final Prospectus and the Documents Incorporated by Reference. The distribution of the Qualified Securities and the grant of the Agent's Option shall be qualified by the Final Prospectus under Securities Laws in the Qualifying Jurisdictions and in such other jurisdictions (excluding the United States) as the Corporation and the Agent may agree. The Corporation will file with the CSE all required documents and pay all required fees, and do all things required by the rules and policies of the CSE, in order to obtain the conditional acceptance of the Offering and the listing of the Unit Shares, Warrant Shares and Agent's Warrant Shares prior to the Closing Date.

2. Due Diligence. Prior to the filing of the Final Prospectus and continuing until the Closing, the Corporation shall have permitted the Agent to review the Final Prospectus and shall allow the Agent to conduct any due diligence investigations which it reasonably requires in order to fulfill its obligations as an agent under Securities Laws and in order to enable it to responsibly execute the certificate in the Final Prospectus required to be executed by it.

3. Distribution and Certain Obligations of the Agent.

(a) The Agent shall, and shall require any investment dealer or broker (other than the Agent) with which the Agent has a contractual relationship in respect of the distribution of the Units or who are otherwise offered selling group participation by the Agent (each, a "**Selling Firm**") to agree to comply with Securities Laws and all other applicable laws or regulatory requirements in connection with the distribution of the Units and shall offer the Units for sale to the public directly and through Selling Firms upon the terms and conditions set out in the Final Prospectus and this Agreement. The Agent shall, and shall require any Selling Firm to, offer for sale to the public and sell the Units only in those jurisdictions where they may be lawfully offered for sale or sold. The Agent shall: (i) use all reasonable efforts to complete and cause each Selling Firm to complete the distribution of the Units as soon as reasonably practicable; and (ii) promptly notify the Corporation when, in their opinion, the Agent and the Selling Firms have ceased distribution of the Units and provide a breakdown of the number of Units distributed in each of the Qualifying Jurisdictions where such breakdown is required for the purpose of calculating fees payable to the Securities Regulators.

(b) The Agent shall, and shall require any Selling Firm to agree to, distribute the Units in a manner which complies with and observes all applicable laws and regulations in each jurisdiction into and from which they may offer to sell the Units, distribute the Final Prospectus or any Supplementary Material in connection with the distribution of the Units and will not, directly or indirectly, offer, sell or deliver any Units or deliver the Final Prospectus or any Supplementary Material to any person in any jurisdiction other than in the Qualifying Jurisdictions except in a manner which will not require the Corporation to comply with the registration, prospectus, filing, continuous disclosure or other similar requirements under the applicable securities laws of such other jurisdictions or pay any additional governmental filing fees which relate to such other jurisdictions. Subject to the foregoing, with the consent of the Corporation, such consent not to be unreasonably withheld, the Agent and any Selling Firm shall be entitled to offer and sell the Units in such other jurisdictions in accordance with any applicable securities and other laws in such jurisdictions in which the Agent and/or Selling

Firms offer the Units provided that the Corporation is not required to file a prospectus or other disclosure document or become subject to continuing obligations in such other jurisdictions, in accordance with the provisions of this Agreement.

- (c) For the purposes of this Section 3, the Agent shall be entitled to assume that the Units and the Agent's Warrants are qualified for distribution in any Qualifying Jurisdiction where a receipt or similar document for the Final Prospectus shall have been obtained from the applicable Canadian Securities Regulators (including a receipt for the Final Prospectus issued under the Passport System) following the filing of the Final Prospectus unless otherwise notified in writing.

4. Deliveries on Filing and Related Matters.

- (a) The Corporation shall deliver to the Agent:
 - (i) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, a "long form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Agent, addressed to the Agent and the directors of the Corporation from the Corporation's Auditors with respect to financial and accounting information relating to the Corporation contained in the Final Prospectus, which letter shall be based on a review by the Corporation's Auditors within a cut-off date of not more than two Business Days prior to the date of the letter, which letter shall be in addition to any auditors' consent letter or comfort letter addressed to the Canadian Securities Regulators; and
 - (ii) prior to the filing of the Final Prospectus with the Canadian Securities Regulators, copies of correspondence indicating that the application for the listing and posting for trading on the CSE of the Unit Shares, Warrant Shares and Agent's Warrant Shares have been approved, subject only to satisfaction by the Corporation of customary post-closing conditions imposed by the CSE (the "**Standard Listing Conditions**").
- (b) During the distribution of the Units:
 - (i) the Corporation and the Agent shall approve in writing a template version of any Marketing Documents reasonably requested to be provided by the Agent to any potential investor of Units, such Marketing Documents to comply with Securities Laws. The Corporation shall file a template version of any such Marketing Materials with the Canadian Securities Regulators as soon as reasonably practicable after such Marketing Materials are so approved in writing by the Corporation and the Agent, and in any event on or before the day such Marketing Materials are first provided to any potential investor of Units, and such filing shall constitute the Agent's authority to use such Marketing Materials in connection with the Offering. Any comparables shall be redacted from the template version of any Marketing Materials in respect of the Offering, in accordance with NI 44-101 prior to filing such template version with the Canadian Securities Regulators and a complete template version containing such comparables and any disclosure relating to the comparables, if any, shall be delivered to the Canadian Securities Regulators by the Corporation. The Corporation shall prepare and file with the Canadian Securities Regulators a revised template version of any Marketing Materials provided to potential investors of Units where required under Securities Laws;
 - (ii) the Corporation and the Agent (on its own behalf and on behalf of any Selling Firm) covenant and agree:
 - (A) not to provide any potential investor of Units with any Marketing Materials unless a template version of such Marketing Materials has been filed by the Corporation with the Canadian Securities Regulators on or before the day such Marketing Materials are first provided to any potential investor of Units; and

- (B) not to provide any potential investor with any materials or information in relation to the distribution of the Units or the Corporation other than: (a) such Marketing Materials that have been approved and filed in accordance with this Section 4(b); (b) the Final Prospectus; and (c) any Standard Term Sheets approved in writing by the Corporation and the Agent.
- (c) The Corporation shall also prepare and deliver promptly to the Agent signed copies of all Supplementary Material required to be filed by the Corporation in compliance with Securities Laws.
- (d) Delivery of the Final Prospectus and any Supplementary Material by the Corporation shall constitute the representation and warranty of the Corporation to the Agent that, as at their respective dates of filing:
 - (i) all information and statements (except information and statements relating solely to the Agent and provided by the Agent in writing) contained in the Final Prospectus or any Supplementary Material, as the case may be, are true and correct, in all material respects, and contain no misrepresentation and constitute full, true and plain disclosure of all material facts relating to the Corporation and the Units;
 - (ii) no material fact or information has been omitted therefrom (except facts or information relating solely to the Agent) which is required to be stated in such disclosure or is necessary to make the statements or information contained in such disclosure not misleading in light of the circumstances under which they were made; and
 - (iii) except with respect to any information relating solely to the Agent and provided by the Agent in writing, such documents comply in all material respects with the requirements of Securities Laws.

Such deliveries shall also constitute the Corporation's consent to the Agent's use of the Final Prospectus and any Supplementary Material in connection with the distribution of the Units in the Qualifying Jurisdictions.

- (e) The Corporation shall cause commercial copies of the Final Prospectus and any Supplementary Material to be delivered to the Agent without charge, in such numbers and in such cities as the Agent may reasonably request by written instructions. Such delivery shall be effected as soon as possible and, in any event, on or before a date which is two Business Days after the Canadian Securities Regulators have issued a receipt for the Final Prospectus, and on or before a date which is two Business Days after the Canadian Securities Regulators issue receipts for or accept for filing, as the case may be, any Supplementary Material.

5. Material Changes.

- (a) During the period prior to the Agent notifying the Corporation of the completion of the distribution of the Units, the Corporation shall promptly inform the Agent (and if requested by the Agent, confirm such notification in writing) of the full particulars of:
 - (i) any material change (actual, anticipated, contemplated, threatened, financial or otherwise) in the assets, liabilities (contingent or otherwise), business, affairs, operations or capital of the Corporation and the Subsidiary, taken as a whole, or any relevant third party;
 - (ii) any material fact which has arisen or has been discovered and would have been required to have been stated in the Final Prospectus had the fact arisen or been discovered on, or prior to, the date of such documents;
 - (iii) any change in any material fact contained in the Final Prospectus and any Supplementary Material (collectively, the "**Offering Documents**") or whether any event or state of facts

has occurred after the date hereof, which, in any case, is, or may be, of such a nature as to render any of the Offering Documents untrue or misleading in any material respect or to result in any misrepresentation in any of the Offering Documents, or which would result in the Final Prospectus or any Supplementary Material not complying (to the extent that such compliance is required) with Securities Laws;

- (iv) any notice by any governmental, judicial or regulatory authority requesting any information, meeting or hearing relating to the Corporation or the Offering;
 - (v) any actual or proposed inquiry, action, suit, proceeding or investigation (whether formal or informal) commenced, announced or threatened, or an order made, by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the CSE or any securities commission which operates to prevent or materially restrict the trading of the Common Shares or any other securities of the Corporation; and
 - (vi) other event or state of affairs that are within the Corporation's knowledge and would reasonably be expected to be relevant to the Agent's due diligence investigations.
- (b) The Corporation will comply with Part 6 of NI 41-101 and with the comparable provisions of Securities Laws and the Corporation will prepare and file promptly any Supplementary Material which may be necessary and will otherwise comply with all legal requirements necessary to continue to qualify the Units for distribution in each of the Qualifying Jurisdictions.
- (c) In addition to the provisions of Sections 5(a) and (b), the Corporation shall, in good faith, discuss with the Agent any change, event or fact contemplated in Sections 5(a) and (b) that is of such a nature that there is or could be reasonable doubt as to whether notice should be given to the Agent under Section 5(a) and shall consult with the Agent with respect to the form and content of any amendment or other Supplementary Material proposed to be filed by the Corporation, it being understood and agreed that no such amendment or other Supplementary Material shall be filed with any Securities Regulator prior to the review thereof by the Agent and their counsel, acting reasonably and without undue delay.
- (d) If during the period of distribution of the Units there shall be any change in Securities Laws which, in the opinion of the Agent, acting reasonably, requires the filing of any Supplementary Material, upon written notice from the Agent, the Corporation shall, to the satisfaction of the Agent, acting reasonably, promptly prepare and file any such Supplementary Material with the appropriate Securities Regulators where such filing is required.

6. Covenants of the Corporation. The Corporation hereby covenants to the Agent that the Corporation:

- (a) will file the Final Prospectus and other documents required under Securities Laws with the Securities Regulators on or before September 26, 2024, or such earlier or later date as agreed to by the Corporation and the Agent, in writing, and obtain a receipt therefor;
- (b) will advise the Agent, promptly after receiving notice thereof, of the time when the Final Prospectus and any Supplementary Material has been filed and receipts therefor have been obtained pursuant to the Passport System and will provide evidence reasonably satisfactory to the Agent of each such filing and copies of such receipts;
- (c) will advise the Agent, promptly after receiving notice or obtaining knowledge thereof, of:
 - (i) the issuance by any Canadian Securities Regulators of any order suspending or preventing the use of the Final Prospectus or any Supplementary Material;

- (ii) the institution, threatening or contemplation of any proceeding for any such purposes;
 - (iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Corporation (including the Common Shares and the Warrants) has been issued by any Securities Regulator or the institution, threatening or contemplation of any proceeding for any such purposes; or
 - (iv) any requests made by any Canadian Securities Regulators for amending or supplementing the Final Prospectus or for additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in Section 6(c)(i) and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;
- (d) from and including the date of this Agreement through the Closing Time, do all such acts and things necessary to ensure that the representations and warranties of the Corporation contained in this Agreement or any certificates or documents delivered by the Corporation pursuant to this Agreement remain materially true and correct and not do any such act or thing that would render any representation or warrant of the Corporation contained in this Agreement or any certificates or documents delivered by it pursuant to this Agreement materially untrue or incorrect;
 - (e) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation is not a "reporting issuer", 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 of each of the Qualifying Jurisdictions until the date which is 12 months following the Closing Date;
 - (f) except to the extent the Corporation participates in a merger or business combination transaction which the Corporation's board of directors determines is in the best interest of the Corporation and following which the Corporation is not listed on the CSE, the Corporation will use its commercially reasonable efforts to maintain the listing of the Common Shares on the CSE or such other recognized stock exchange or quotation system as the Agent may approve, acting reasonably, to the date that is 12 months following the Closing Date so long as the Corporation meets the minimum listing requirements of the CSE or such other exchange or quotation system;
 - (g) at all times until the completion of the distribution of the Units or the date on which the Agent has exercised its termination rights pursuant to this Agreement, the Corporation will, to the satisfaction of counsel to the Agent, promptly take or cause to be taken all additional steps and proceedings that may be required from time to time under Securities Laws to continue to so qualify the Units and the Agent's Warrants;
 - (h) during the distribution of the Units, the Corporation will consult with the Agent and promptly provide to the Agent drafts of any press releases of the Corporation for review by the Agent and their counsel prior to issuance, provided that any such review will be completed in a timely manner; and
 - (i) will use the net proceeds of the offering of Units contemplated herein in the manner and subject to the qualifications described in the Final Prospectus under the heading "Use of Proceeds".

7. Representations and Warranties of the Corporation. The Corporation represents and warrants to the Agent that each of the following representations and warranties is true and correct on the date of this Agreement:

- (a) Incorporation and Organization: Each of the Corporation and the Subsidiary has been incorporated or formed, as the case may be, is organized and is a valid and subsisting corporation or partnership, as the case may be, under the laws of its jurisdiction of existence and has all requisite corporate power and capacity to carry on its business as now conducted or proposed to be conducted and to own or lease and operate the property and assets thereof.

- (b) Authorized Capital: The Corporation is authorized to issue an unlimited number of Common Shares of which, as of the date of this Agreement, 30,288,502 Common Shares are issued and outstanding as fully paid and non-assessable Common Shares.
- (c) Extra-provincial Registration: The Corporation will, on or before the Closing date, be licensed, registered or qualified as an extra-provincial or foreign corporation, as the case may be, in all jurisdictions where the character of the property or assets thereof owned or leased or the nature of the activities conducted by it make such licensing, registration or qualification necessary and is carrying on the business thereof in material compliance with all applicable laws, rules and regulations of each such jurisdiction.
- (d) Subsidiary: The Subsidiary is the only subsidiary of the Corporation. The Corporation does not beneficially own or exercise control or direction over 10% or more of the outstanding voting shares of any company that holds any assets or conducts any operations other than the Subsidiary and the Corporation beneficially owns, directly or indirectly, the issued and outstanding shares in the capital of the Subsidiary which are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiary or any other security convertible into or exchangeable for any such shares.
- (e) Listing: The Corporation has made an application to the CSE so that at the time of issue, the Unit Shares, Warrant Shares and Agent's Warrant Shares will have been conditionally approved for listing on the CSE, subject only to the Standard Listing Conditions.
- (f) Certain Securities Law Matters: The Corporation is not required to file reports with the United States Securities and Exchange Commission pursuant to Section 13(a) or Section 15(d) of the United States Securities Exchange Act of 1934, as amended.
- (g) No Shareholder Agreement: The Corporation and the Subsidiary are not party to, and do not have knowledge of, any shareholders agreement or similar agreement affecting the business, affairs or governance of the Corporation or the Subsidiary or the rights of shareholders of the Corporation or the Subsidiary (including, without limitation, the ability of such shareholders to transfer or vote their shares).
- (h) Rights to Acquire Securities: Other than as disclosed in Schedule "A" and under the Amended and Restated Option Agreement as disclosed in the Final Prospectus, no person has any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued common shares or other securities of the Corporation or the Subsidiary.
- (i) No Pre-emptive Rights: The issue of the Units will not be subject to any pre-emptive right or other contractual right to purchase securities granted by the Corporation or to which the Corporation is subject.
- (j) Transfer Agent: Endeavor Trust Corporation has been appointed by the Corporation as the registrar and transfer agent for the Common Shares.
- (k) Warrant Agent: Endeavor Trust Corporation will, on or before the Closing Date, have been duly appointed as the warrant agent in respect of the Warrants.
- (l) Warrant Indenture: The Corporation has, or will have by the Closing Date, duly executed and delivered the Warrant Indenture and the Corporation will comply with all of the covenants of the Corporation contained therein.

- (m) Issue of Offered Securities: All necessary corporate action has been taken, or will be taken before Closing, to authorize the issue and sale of, and the delivery of certificates representing the Unit Shares, Warrants, Warrant Shares, Corporate Finance Shares, Agent's Warrants and Agent's Warrant Shares and the execution and delivery of this Agreement and the Warrant Indenture, and, upon payment of the requisite consideration therefor, the Unit Shares, Warrant Shares, Corporate Finance Shares and Agent's Warrant Shares will be validly issued as fully paid and non-assessable Common Shares.
- (n) Consents, Approvals and Conflicts: None of the offering and sale of the Units, the execution and delivery of this Agreement, the Warrant Indenture or the Final Prospectus, the compliance by the Corporation with the provisions of this Agreement or the Warrant Indenture or the consummation of the transactions contemplated herein, in the Warrant Indenture or in the Final Prospectus including, without limitation, the issue of the Units upon the terms and conditions as set forth herein, do or will (i) subject to compliance by the Agent with the provisions of this Agreement, require the consent, approval, authorization, order or agreement of, or registration or qualification with, any governmental agency, body or authority, court, stock exchange, securities regulatory authority or other person, except (A) such as have been, or will by the Closing Date, be obtained, or (B) such as may be required under Securities Laws of any of the Qualifying Jurisdictions, or (C) such as may be required under the policies of the CSE and will be obtained by the Closing Date, or (ii) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under, any indenture, mortgage, deed of trust, lease or other agreement or instrument to which the Corporation or the Subsidiary is a party or by which any of them or any of the properties or assets thereof is bound, or the articles or by-laws or any other constating document of the Corporation or the Subsidiary or any resolution passed by the directors (or any committee thereof) or shareholders of the Corporation or the Subsidiary, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Corporation or the Subsidiary or any of the properties or assets thereof which could have a Material Adverse Effect.
- (o) Authority and Authorization: The Corporation has all requisite corporate power and capacity to enter into this Agreement and the Warrant Indenture and to do all acts and things and execute and deliver all documents as are required hereunder and thereunder to be done, observed, performed or executed and delivered by it in accordance with the terms hereof and thereof, and the Corporation has taken, or will have taken before Closing, all necessary corporate action to authorize the execution, and delivery of, and performance of its obligations under, this Agreement and the Warrant Indenture and to observe and perform its obligations under this Agreement and the Warrant Indenture in accordance with the provisions hereof and thereof including, without limitation, the issue of the Unit Shares, Warrants, Warrants Shares, Corporate Finance Shares, Agent's Warrants and Agent's Warrant Shares upon the terms and conditions set forth herein.
- (p) No Material Adverse Change: Subsequent to June 30, 2023, there has not been any Material Adverse Change and there has been no event or occurrence that would reasonably be expected to result in a Material Adverse Change.
- (q) No Material Change: There is not presently any material change or change in any material fact relating to the Corporation or the Subsidiary which has not been fully disclosed to the public.
- (r) Prospectus: The Final Prospectus, when filed, will contain no untrue statement of a material fact and will not omit to state a material fact that is required to be stated or that is necessary to prevent a statement that is made from being false or misleading in the circumstances in which it is made and, together with all of the information incorporated by reference in the Final Prospectus, will constitute full, true and plain disclosure of all material facts relating to the Corporation and the securities to be issued pursuant to the Offering and comply with Securities Laws.
- (s) Significant Acquisition: The Corporation has not completed a "significant acquisition" (as such term is defined NI 51-102) requiring disclosure in the Final Prospectus.

- (t) Forward-Looking Information: With respect to forward looking statements in the Final Prospectus, subject to the assumptions and risk factors disclosed in the Final Prospectus, the Corporation has no reason to believe that the actual results forecast or projected by such statements will not be achieved in materially the manner disclosed and the Corporation does not expect to modify such forward looking statements in any materially adverse manner during the period of distribution of the Units.
- (u) Eligibility for Investment: The Unit Shares, Warrants and Warrant Shares will, on the Closing Date, be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder, as in effect on the date hereof, as disclosed in the Final Prospectus.
- (v) Validity and Enforceability: This Agreement has been authorized, executed and delivered by the Corporation and constitutes a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with the terms hereof and, prior to Closing, the Warrant Indenture will have been authorized, executed and delivered by the Corporation and will constitute a valid and legally binding obligation of the Corporation enforceable against the Corporation in accordance with its the terms, in each case, except in any case as enforcement hereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (w) Public Disclosure: The Corporation is in compliance in all material respects with all its disclosure obligations under the Securities Laws of the Reporting Provinces (including, without limitation, all of its disclosure obligations pursuant to NI 51-102 and pursuant to National Instrument 58-101 – *Disclosure of Corporate Governance Practices*). Each of the Disclosure Documents is, as of the date thereof, in compliance in all material respects with the Securities Laws of the Reporting Provinces and does not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading and such documents collectively constitute full, true and plain disclosure of all material facts relating to the Corporation and do not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, as of the date thereof. There is no fact known to the Corporation which the Corporation has not publicly disclosed which results in a Material Adverse Effect or materially adversely affect the ability of the Corporation to perform its obligations under this Agreement or the Warrant Indenture.
- (x) Material Contracts: All contracts and agreements material to the Corporation and the Subsidiary, taken as a whole, other than those entered into in the ordinary course of business as presently conducted, have been disclosed in the Final Prospectus.
- (y) No Cease Trade Order: No order preventing, ceasing or suspending trading in any securities of the Corporation or prohibiting the issue and sale of securities by the Corporation is issued and outstanding and no proceedings for either of such purposes have been instituted or, to the best of the knowledge of the Corporation, are pending, contemplated or threatened.
- (z) Accounting Controls: The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurance: (i) that transactions are completed in accordance with the general or a specific authorization of management or directors of the Corporation; (ii) that transactions are recorded as necessary to permit the preparation of consolidated financial statements for the Corporation in conformity with International Financial Reporting Standards and to maintain asset accountability; (iii) that access to assets of the Corporation and the Subsidiary is permitted only in accordance with the general or a specific authorization of management or directors of the Corporation; (iv) that the recorded accountability for assets of the Corporation and the Subsidiary is compared with the existing assets of the Corporation and the Subsidiary at reasonable intervals

and appropriate action is taken with respect to any differences therein; and (v) regarding the prevention or timely detection of unauthorized acquisition, use or disposition of the Corporation's assets that could have a material effect on its financial statements or interim financial statements.

- (aa) Financial Statements: The Corporation's audited financial statements for the fiscal year ended June 30, 2023 and unaudited financial statements for the period ended March 31, 2024 (the "**Financial Statements**", which term includes the notes to such statements and the related auditors' report on such statements, if any) (i) comply as to form in all material respects with the requirements of the Securities Laws of the Reporting Provinces, (ii) present fairly, in all material respects, the financial position, the results of operations and cash flows and the shareholders' equity and other information purported to be shown therein at the respective dates and for the respective periods to which they apply, (iii) have been prepared in conformity with International Financial Reporting Standards, consistently applied throughout the period covered thereby, and all adjustments necessary for a fair presentation of the results for such periods have been made in all material respects, and (iv) contain and reflect adequate provision or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation which are deemed material individually or in the aggregate, and there has been no change in accounting policies or practices of the Corporation since June 30, 2023, except as disclosed in the Financial Statements
- (bb) Contingent Liabilities: The Corporation does not have any liabilities, obligations, indebtedness or commitments, including under any guarantee of any debt, and the Corporation has not made any loans to or guaranteed the obligations of any person whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements, other than liabilities, obligations or indebtedness or commitments, which would not, individually or in the aggregate, have a Material Adverse Effect.
- (cc) Off-Balance Sheet Transactions: There are no material off-balance sheet transactions, arrangements, obligations or liabilities of the Corporation or its subsidiaries whether direct, indirect, absolute, contingent or otherwise which are required to be disclosed and are not disclosed or reflected in the Financial Statements.
- (dd) Auditors: The Corporation's Auditors who audited the Financial Statements and who provided their audit report thereon are independent public accountants as required under the Securities Laws of the Reporting Provinces and there has not been a reportable event (within the meaning of NI 51-102) between the Corporation and any such auditor.
- (ee) Audit Committee: The audit committee of the Corporation is comprised and operates in accordance with the requirements of National Instrument 52-110 – *Audit Committees*.
- (ff) Changes in Financial Position: Except as disclosed in the Final Prospectus, since June 30, 2023, none of:
 - (i) the Corporation or the Subsidiary has paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
 - (ii) the Corporation or the Subsidiary has incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business; and
 - (iii) the Corporation or the Subsidiary has entered into any material transaction or made a significant acquisition.
- (gg) Insolvency: Neither the Corporation nor the Subsidiary has committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any proceeding to be declared bankrupt or wound up, taken any proceeding to have a receiver appointed of any of the assets thereof, had any

person holding any encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.

- (hh) No Contemplated Changes: Except as disclosed in the Final Prospectus and in Disclosure Documents, neither the Corporation nor the Subsidiary has approved or has entered into any agreement in respect of, or has any knowledge of:
- (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiary whether by asset sale, transfer of shares or otherwise;
 - (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or the Subsidiary or otherwise) of the Corporation or the Subsidiary; or
 - (iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the shares of the Corporation.
- (ii) Taxes and Tax Returns: The Corporation and the Subsidiary has filed in a timely manner all necessary material tax returns and notices that are due and has paid all applicable material taxes of whatsoever nature for all tax years prior to the date hereof to the extent that such taxes have become due or have been alleged to be due and neither the Corporation nor the Subsidiary is aware of any material tax deficiencies or interest or penalties accrued or accruing, or to the knowledge of the Corporation alleged to be accrued or accruing, thereon where, in any of the above cases, it might reasonably be expected to have a Material Adverse Effect and there are no agreements, waivers or other arrangements providing for an extension of time with respect to the filing of any tax return by any of them or the payment of any material tax, governmental charge, penalty, interest or fine against any of them. There are no material actions, suits, proceedings, investigations or claims now threatened or, to the knowledge of the Corporation, pending against the Corporation or the Subsidiary which could result or be reasonably expected to result in a material liability in respect of taxes, charges or levies of any Governmental Authority, penalties, interest, fines, assessments or reassessments or any matters under discussion with any Governmental Authority relating to taxes, governmental charges, penalties, interest, fines, assessments or reassessments asserted by any such authority and the Corporation and the Subsidiary has withheld (where applicable) from each payment to each of the present and former officers, directors, employees and consultants thereof the amount of all taxes and other amounts, including, but not limited to, income tax and other deductions, required to be withheld therefrom, and has paid the same or will pay the same when due to the proper tax or other receiving authority within the time required under applicable tax legislation.
- (jj) Compliance with Laws, Licenses and Permits: The Corporation and the Subsidiary have conducted and are conducting their business in compliance in all material respects with all applicable laws, regulations and statutes (including without limitation, all applicable federal, provincial, municipal and local environmental, anti-pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body including exploration and exploitation permits and concessions) in the jurisdictions in which they carry on business and which would reasonably be expected to result in a Material Adverse Effect, the Corporation has not received a notice of non-compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations and statutes, and is not aware of any pending change or contemplated change to any applicable law or regulation or governmental position that would have a Material Adverse Effect.

- (kk) No Notice of Non-Compliance: No notice with respect to any of the matters referred to in Section 7(jj), including any alleged violations by the Corporation or the Subsidiary with respect thereto has been received by the Corporation or the Subsidiary, and to the best of the knowledge of the Corporation, no writ, injunction, order or judgement is outstanding, and no legal proceeding under or pursuant to any environmental laws or relating to the ownership, use, maintenance or operation of the property and assets of the Corporation or the Subsidiary is in progress, pending or threatened, which could reasonably be expected to have a Material Adverse Effect and to the Corporation's knowledge there are no grounds or conditions which exist, on or under any property now or previously owned, operated or leased by the Corporation or the Subsidiary, on which any such legal proceeding might be commenced with any reasonable likelihood of success or with the passage of time, or the giving of notice or both, would give rise.
- (ll) Agreements and Actions: Neither the Corporation nor the Subsidiary is in violation of any term of any constating document thereof in any material respect. Neither the Corporation nor the Subsidiary is in violation of any term or provision of any agreement, indenture or other instrument applicable to it which would, or could reasonably be expected to, result in any Material Adverse Effect; neither the Corporation nor the Subsidiary is in default in the payment of any material obligation owed which is now due, if any; and there is no action, suit, proceeding or investigation commenced, threatened or, to the knowledge of the Corporation after due inquiry, pending which, either in any case or in the aggregate, could reasonably be expected to result in any Material Adverse Effect or which places, or could reasonably be expected to place, in question the validity or enforceability of this Agreement, the Warrant Indenture or any document or instrument delivered, or to be delivered, by the Corporation pursuant hereto.
- (mm) Material Property: The Property is the only property which the Corporation currently considers to be "material" in which the Corporation has an interest and either the Corporation or the Subsidiary holds an option to acquire up to a 70% undivided right, title and interest in and to the Property 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 or the Subsidiary to explore for mineral deposits relating thereto, and to cause legal ownership and title to such the interests and assets to be transferred to the Corporation or the Subsidiary in due course, in either case, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other property rights are necessary for the conduct of the activities of the Corporation or the Subsidiary on the Property as currently conducted, except as disclosed in the Final Prospectus, and the Corporation does not know of any claim or the basis for any claim that might or could reasonably be expected to materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights except as disclosed in the Final Prospectus. Any and all agreements pursuant to which the Corporation holds any interest in the Property are in good standing according to the terms thereof and in full force and effect, and there has not been any default in any obligation to be performed thereunder.
- (nn) Property Agreements: Any and all of the agreements and other documents and instruments pursuant to which the Corporation holds the Property (including any interest in, or right to earn an interest in, the Property) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Corporation, as applicable, in accordance with the terms thereof; the Corporation is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and the Property is in good standing under the applicable statutes and regulations of the jurisdictions in which it is situated; all material leases, licences and claims pursuant to which the Corporation derives the interests in such property and assets are in good standing and there has been no material default under any such lease, licence or claim. The Property (or any interest in, or right to earn an interest in, the Property) is not subject to any right of first refusal or purchase or acquisition right which is not disclosed in the Final Prospectus.
- (oo) Property Rights: The Corporation or the Subsidiary holds rights to acquire interests in respect of the minerals located on the Property (the "**Property Rights**") under valid, subsisting and

enforceable documents sufficient to permit the Corporation or the Subsidiary to explore for minerals relating thereto; to the knowledge of the Corporation, all concessions, leases or claims and permits relating to the Property in which the Corporation or the Subsidiary has an interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting; the Corporation and the Subsidiary have all surface rights, access rights and other necessary rights and interests relating to the Property as are appropriate in view of the rights and interest therein of the Corporation and the Subsidiary and necessary for the current activities of the Corporation and the Subsidiary thereon, with only such exceptions as do not materially interfere with the use made by the Corporation and the Subsidiary of the rights or interest so held, and, except as disclosed in the Disclosure Documents, each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing in all material respects in the name of the Corporation or the Subsidiary; the Corporation does not have any responsibility or obligation to pay any commission, royalty, licence, fee or similar payment to any person with respect to the Property Rights thereof except as disclosed in the Final Prospectus. The description of the Property, as disclosed generally in the Disclosure Documents, constitutes an accurate and complete description of all material Property Rights held by the Corporation.

- (pp) Mining Works: All assessments or other work required to be performed in relation to the mining claims and the mining rights of the Corporation in order to maintain its interests in the Property to date, if any, have been performed to date and the Corporation has complied in all material respects with all applicable governmental laws, regulations and policies in this regard as well as with regard to legal, contractual obligations to third parties in this regard except in respect of mining claims and mining rights that the Corporation intends to abandon or relinquish and except for any non-compliance which would not either individually or in the aggregate have a Material Adverse Effect; all such mining claims and mining rights are in good standing in all material respects as of the date of this Agreement.
- (qq) No Aboriginal or Native Claims: There are no material claims or actions with respect to aboriginal or native rights currently threatened or pending in respect of, to the knowledge of the Corporation or the Subsidiary, the Property or any of the properties or assets of the Corporation or the Subsidiary, except as disclosed in the Disclosure Documents. The Corporation or the Subsidiary are not 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 in respect of, to the knowledge of the Corporation, the Property or any of the properties or assets of the Corporation and the Subsidiary, and no material dispute in respect of, to the knowledge of the Corporation, the Property or any of the properties or assets of the Corporation and the Subsidiary, with any local or aboriginal or native group exists or is threatened or imminent in respect of the Property or any of the properties or assets of the Corporation and the Subsidiary, or any activities on either such property or asset, except as disclosed in the Disclosure Documents.
- (rr) Community Relationships: The Corporation and the Subsidiary each maintains, and reasonably expects to maintain, good relationships with the communities and persons affected by or located on the Property, in all material respects, and there are no complaints, issues, proceedings, or discussions, which are ongoing or anticipated which could have the effect of interfering with, delaying or impairing the ability to explore, develop, exploit or otherwise operate the Property, and the Corporation and the Subsidiary do not anticipate any issues or liabilities to arise on the Property, in respect of any mining activity that, respectively, has adversely affected, or would adversely affect, the Corporation or the Subsidiary's ability to explore, develop, exploit or otherwise operate the Property, except as disclosed in the Disclosure Documents.
- (ss) Government Relationships: The Corporation and the Subsidiary each maintains, and reasonably expects to maintain, a good relationship with all Governmental Authorities in the jurisdictions in which the Property is located, or in which such parties otherwise carry on their business or operations. All such government relationships are intact and mutually cooperative and, to the knowledge of the Corporation, there exists no condition or state of fact or circumstances in respect

thereof, that would prevent the Corporation or the Subsidiary from conducting their business and all activities in connection with the Property proposed to be conducted by the Corporation or the Subsidiary as described in the Final Prospectus, and there exists no actual or, to the knowledge of the Corporation, threatened termination, limitation or other adverse modification in any such relationships with such Governmental Authorities.

- (tt) Exploration Information: The Corporation has provided the Agent with access to full and complete copies of all exploration information and data within its possession or control including, without limitation, all geological, geophysical and geochemical information and data (including all drill, sample and assay results and all maps) and all technical reports, feasibility studies and other similar reports and studies concerning the Property and the Corporation and the Subsidiary have the sole right, title and ownership of all such information, data, reports and studies.
- (uu) Operations: To the Corporation's knowledge, all activities on the Property have been conducted in all respects in accordance with good exploration and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with.
- (vv) Insurance: The Corporation maintains insurance against loss of, or damage to, its material assets and all of the policies in respect of such insurance are in amounts and on terms that in the view of the Corporation's management are reasonable for companies of a similar size operating in the mining industry and are in good standing in all material respects and not in default in any material respect.
- (ww) Royalties: Except as disclosed in the Final Prospectus, the Corporation does not have any responsibility or obligation to pay or have paid on its behalf any material commission, royalty or similar payment to any person with respect to the Property.
- (xx) No Disputes: There are no material disputes or disagreements between the Corporation and indigenous, aboriginal or community groups in relation to the Property and the Corporation's exploration activities on the Property.
- (yy) Preparation of Technical Report: Prior to the issuance of the Technical Report, the Corporation has made available to the author thereof, for the purpose of preparing the Technical Report, all information requested and no such information contained any material misrepresentation as at the relevant time the relevant information was made available.
- (zz) Content of Technical Report: The Technical Report accurately and completely sets forth all material facts relating to the Property as at the date of such report; since the date of preparation of the Technical Report there has been no material change, to the best of the Corporation's knowledge, except as otherwise disclosed in the Final Prospectus, that would disaffirm or change any aspect of the Technical Report in any material respect.
- (aaa) Mineral Resources: There are no mineral resources (as that term is defined in NI 43-101) defined on the Property.
- (bbb) NI 43-101: The Corporation is in compliance with NI 43-101 in all material respects in connection with the Property and, other than the Property, the Corporation does not hold any interest in a mineral property that is material to the Corporation for the purposes of NI 43-101.
- (ccc) Requisite Skill: Each of the Corporation and the Subsidiary has sufficient personnel with the requisite skills to effectively carry out the business plan of the Corporation and the Subsidiary as contemplated in the Final Prospectus.
- (ddd) Legislation: The Corporation is not aware of any proposed material changes to existing legislation, or proposed legislation published by a legislative body, which it reasonably anticipates will

materially and adversely affect the business, affairs, operations, assets, liabilities (contingent or otherwise) of the Corporation.

- (eee) No Defaults: Neither the Corporation nor the Subsidiary is in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which it is a party or to which it or any of the property or assets thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any commitment, agreement, document or other instrument to which the Corporation or the Subsidiary is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any material amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.
- (fff) Expropriation: No property or assets of the Corporation or the Subsidiary has been taken or expropriated by any Governmental Authority and no notice or proceeding in respect of such expropriation has been given or commenced or, to the knowledge of the Corporation, is there any intent or proposal to give any such notice or commence any such proceeding.
- (ggg) Compliance with Employment Laws: The Corporation and the Subsidiary is in compliance with all laws and regulations respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where such non-compliance would not constitute an adverse material fact concerning the Corporation or the Subsidiary or result in a Material Adverse Effect, and has not and is not engaged in any unfair labour practice, there is no labour strike, dispute, slowdown, stoppage, material complaint or grievance pending or, to the best of the knowledge of the Corporation after due inquiry, threatened against the Corporation or the Subsidiary, no union representation question exists respecting the employees of the Corporation or the Subsidiary and no collective bargaining agreement is in place or currently being negotiated by the Corporation or the Subsidiary, neither the Corporation nor the Subsidiary has received any notice of any unresolved matter and there are no outstanding orders under any employment or human rights legislation in any jurisdiction in which the Corporation or the Subsidiary carries on business or has employees, no employee has any agreement as to the length of notice required to terminate his or her employment with the Corporation or the Subsidiary in excess of 24 months or equivalent compensation and all benefit and pension plans of the Corporation or the Subsidiary are funded in accordance with applicable laws and no past service funding liability exist thereunder.
- (hhh) 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, pension, incentive or otherwise contributed to, or required to be contributed to, by the Corporation or the Subsidiary for the benefit of any current or former officer, director, employee or consultant of the Corporation has been maintained in material compliance with the terms thereof and with the requirements prescribed by any and all statutes, orders, rules, policies and regulations that are applicable to any such plan.
- (iii) Key Person Compensation: The directors, officers and key employees of the Corporation and the compensation arrangements with respect to the Named Executive Officers are as disclosed or consistent with the disclosure in the Disclosure Documents and there are no pensions, profit sharing, group insurance or similar plans or other deferred compensation plans of any kind whatsoever affecting the Corporation or the Subsidiary.
- (jjj) Accruals: All material accruals for unpaid vacation pay, premiums for unemployment insurance, health premiums, federal or provincial pension plan premiums, accrued wages, salaries and commissions and payments for any plan for any officer, director, employee or consultant of the Corporation or the Subsidiary have been accurately reflected in the books and records of the Corporation.

(kkk) Work Stoppage: There has not been, and there is not currently, any labour trouble which is having a Material Adverse Effect or could reasonably be expected to have a Material Adverse Effect.

(III) Environmental Compliance: Except as disclosed in the Final Prospectus:

- (i) to the best knowledge of the Corporation, the property, assets and operations of the Corporation and the Subsidiary comply in all material respects with all applicable "**Environmental Laws**" (which term means and includes, without limitation, any and all applicable federal, provincial, municipal or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety, or any "**Environmental Activity**" (which term means and includes, without limitation, any past or present activity, event or circumstance in respect of a "**Contaminant**" (which term means and includes, without limitation, any pollutants, dangerous substances, liquid wastes, hazardous wastes, hazardous materials, hazardous substances or contaminants or any other matter including any of the foregoing, as defined or described as such pursuant to any Environmental Law), including, without limitation, the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater of the jurisdictions in which the Property is located));
- (ii) to the best knowledge of the Corporation, the Corporation and the Subsidiary have obtained 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 businesses currently carried on by the Corporation and the Subsidiary, and each Environmental Permit is valid, subsisting and in good standing and, to the best knowledge of the Corporation, neither the Corporation nor the Subsidiary is in material default or breach of any Environmental Permit and, to the best of the knowledge of the Corporation, no proceeding is pending or threatened to revoke or limit any Environmental Permit;
- (iii) the Corporation and the Subsidiary do not have any knowledge of, and have not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may materially affect, either the Corporation or the Subsidiary or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Corporation is not aware of any facts which could reasonably be expected to give rise to any such claim or judicial or administrative proceeding and neither the Corporation nor the Subsidiary nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any Contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority;
- (iv) the Corporation and the Subsidiary have not given or filed any notice under any federal, provincial or local law with respect to any Environmental Activity, neither the Corporation nor the Subsidiary has any material liability (whether contingent or otherwise) in connection with any Environmental Activity and, to the knowledge of the Corporation, no notice has been given under any federal, state, provincial or local law or of any material liability (whether contingent or otherwise) with respect to any Environmental Activity relating to or affecting the Corporation or the Subsidiary or the property, assets, business or operations thereof;
- (v) the Corporation and the Subsidiary do not store any hazardous or toxic waste or substance on the property thereof and have not disposed of any hazardous or toxic waste, in each

case in a manner contrary to any Environmental Laws, and to the best of the knowledge of the Corporation, there are no Contaminants on any of the premises at which the Corporation or the Subsidiary carries on business, in each case other than in compliance with Environmental Laws; and

- (vi) to the best knowledge of the Corporation, the Corporation and the Subsidiary are not subject to any contingent or other material liability relating to non-compliance with Environmental Law.
- (mmm) Environmental Audits: There are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or the Subsidiary except for ongoing assessments conducted by or on behalf of the Corporation in the ordinary course.
- (nnn) Notice of Restrictions on Business: Each of the Corporation and the Subsidiary has not received notice from any Governmental Authority or regulatory authority of any jurisdiction in which it carries on a material part of its business, or owns or leases any material property, of any restriction on its ability to or of a requirement for it to qualify to, nor is it otherwise aware of any restriction on its ability to or of a requirement for it to qualify to, conduct its business as currently conducted or as currently contemplated to be conducted in the future in such jurisdiction, except that would not result in a Material Adverse Effect.
- (ooo) No Litigation: There are no actions, suits, proceedings, inquiries or investigations existing, pending or, to the knowledge of the Corporation after due inquiry, threatened against any of the property or assets of the Corporation or the Subsidiary, at law or equity, or before or by any court, federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, which could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of any of them to perform the obligations thereof and neither the Corporation nor the Subsidiary is subject to any judgement, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, could reasonably be expected to result in a Material Adverse Effect or materially adversely affects the ability of the Corporation to perform its obligations under this Agreement or the Warrant Indenture.
- (ppp) Proceedings: Except as disclosed in the Disclosure Documents and the Final Prospectus, to the knowledge of the Corporation, none of the directors or officers of the Corporation is or has ever been subject to prior regulatory, criminal or bankruptcy proceedings in Canada or elsewhere.
- (qqq) Unlawful Payments: Neither the Corporation nor the Subsidiary nor, to the best knowledge of the Corporation, any director, officer, agent, employee or other person associated with or acting on behalf of the Corporation or the Subsidiary, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the *Corruption of Foreign Officials Act* (Canada) or the *Foreign Corrupt Practices Act* (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.
- (rrr) Anti-Money Laundering:
 - (i) The operations of the Corporation and the Subsidiary are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Corporation and the Subsidiary conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body

or any arbitrator involving the Corporation or the Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Corporation, threatened.

- (ii) Each of the Corporation and the Subsidiary has not, directly or indirectly: (A) made or authorized any contribution, payment or gift of funds or property to any official, employee or agent of any governmental agency, authority or instrumentality of any jurisdiction; or (B) made any contribution to any candidate for public office, in either case where either the payment or the purpose of such contribution, payment or gift was, is or would be prohibited under the *Canada Corruption of Foreign Public Officials Act* (Canada) or the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) or the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (United States) or the rules and regulations promulgated thereunder or under any other legislation of any relevant jurisdiction covering a similar subject matter applicable to the Corporation, the Subsidiary and each of their operations, and will not use any portion of the proceeds of the Offering, in contravention of such legislation.
 - (iii) The Corporation, the Subsidiary, or, to the best knowledge of the Corporation, any director, officer, agent, employee, affiliate or person acting on behalf of the Corporation or the Subsidiary has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Corporation will not directly or indirectly use any proceeds from the sale of the Units or lend, contribute or otherwise make available such proceeds to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States.
- (sss) Non-Arm's Length Transactions: Except as disclosed in the Final Prospectus, neither the Corporation nor the Subsidiary owes any amount to, nor has the Corporation or the Subsidiary any present loans to, or borrowed any amount from or is otherwise indebted to, any officer, director, employee or securityholder of any of them or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) with any of them except for usual employee reimbursements and compensation paid or other advances of funds in the ordinary and normal course of the business of the Corporation or the Subsidiary. Except for usual employee or consulting arrangements made in the ordinary and normal course of business, and except as disclosed in the Final Prospectus, neither the Corporation nor the Subsidiary is a party to any contract, agreement or understanding with any officer, director, employee or securityholder of any of them or any other person not dealing at arm's length with the Corporation and the Subsidiary. Except as disclosed in the Final Prospectus, no officer, director or employee of the Corporation or the Subsidiary has any cause of action or other claim whatsoever against, or owes any amount to, the Corporation or the Subsidiary except for claims in the ordinary and normal course of the business of the Corporation or the Subsidiary such as for accrued vacation pay or other amounts or matters which would not be material to the Corporation.
- (ttt) Minute Books: The minute books of the Corporation and the Subsidiary, all of which have been or will be made available to the Agent and their counsel, are complete and accurate in all material respects, except for minutes of board meetings or resolutions of the board of directors that have not been formally approved by the board of directors or items in the minute book that are not current, but which are not material in the context of the Corporation and the Subsidiary on a consolidated basis.
- (uuu) Commission: Other than the Agent, there is no person acting or purporting to act at the request or on behalf of the Corporation that is entitled to any brokerage or finder's fee in connection with the transactions contemplated by this Agreement as a result of actions taken by the Corporation.

(vvv) No Withholding of Information. Each of the Corporation and the Subsidiary has not withheld from the Agent any fact or information relating to the Corporation, the Subsidiary or the Offering that would reasonably be expected to be material to the Agent.

8. Representations and Warranties of the Agent. The Agent represents, warrants and covenants to and with the Corporation that each of the following representations and warranties is true and correct on the date of this Agreement:

- (a) the Agent is a valid and subsisting corporation, duly incorporated and in good standing under the law of the jurisdiction in which it is incorporated, continued or amalgamated;
- (b) the Agent holds all registrations, licenses and permits that are required for carrying on its business in the manner in which such business has been carried on to sell the Offered Units in the Qualifying Jurisdictions, and the Agent has the corporate power and capacity to carry on the business carried on by it and the Agent is duly qualified to carry on business in the Qualifying Jurisdictions;
- (c) the Agent has all requisite power and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (d) the Agent is, and will remain until the completion of the Offering, appropriately registered under applicable Securities Laws so as to permit it to lawfully fulfil its obligations hereunder and the Agent is, and will remain until the completion of the Offering, a participating organization of the CSE in good standing;
- (e) the Agent will fulfil all legal requirements (including, without limitation, compliance with applicable Securities Laws) to be fulfilled by it to act as the Corporation's agent in undertaking the Offering in the Qualifying Jurisdictions; and
- (f) this Agreement has been authorized, executed and delivered by the Agent and constitutes a valid and legally binding obligation of the Agent enforceable against the Agent in accordance with the terms hereof, except in any case as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.

9. Closing Deliveries. The purchase and sale of the Offered Units and, if applicable, the Additional Units shall be completed virtually at the Closing Time, or at such other place as the Agent and the Corporation may agree. At the Closing Time, the Corporation shall duly and validly deliver to the Agent confirmation of an electronic deposit of the Units with CDS Clearing and Depository Services Inc. ("**CDS**") as directed by the Agent, through the non-certificated inventory system of CDS or as otherwise directed by the Agent in writing, against payment by the Agent to the Corporation, at the direction of the Corporation, in lawful money of Canada by wire transfer an amount equal to the aggregate purchase price for the Units being issued and sold hereunder less the Agent's Commission, Corporate Finance Fee and all of the estimated out-of-pocket expenses of the Agent payable by the Corporation to the Agent in accordance with Section 18.

10. Agent's Conditions. The obligation of the Agent to complete the transactions contemplated by this Agreement at the Closing Time, shall be subject to the following conditions (it being understood that the Agent 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 Agent any such waiver or extension must be in writing):

- (a) all actions required to be taken by or on behalf of the Corporation, including without limitation the passing of all requisite resolutions of directors of the Corporation to approve the Final Prospectus,

to obtain the approval of the CSE to the Offering and to validly offer, sell and distribute the Units, issue the Corporate Finance Shares, Agent's Warrants and pay the Agent's Commission and Corporate Finance Fee will have been taken;

- (b) the Corporation will have made all necessary filings with and obtained all necessary approvals, consents and acceptances of the Canadian Securities Regulators for the Final Prospectus and to permit the Corporation to complete its obligations hereunder;
- (c) no order ceasing or suspending trading in any securities of the Corporation, or prohibiting the trade or distribution of any of the securities of the Corporation will have been issued and no proceedings for such purpose, to the best of the knowledge of the Corporation, will be pending or threatened;
- (d) the Agent not having exercised any rights of termination set forth in this Agreement;
- (e) the Corporation will have, as of the Closing Time, complied with all of its covenants and agreements contained in this Agreement;
- (f) the Agent will have received executed Lock-Up Agreements;
- (g) the Agent shall have received a legal opinion, dated the Closing Date and subject to customary qualifications, of Cozen O'Connor LLP, the Corporation's legal counsel, addressed to the Agent as to all legal matters customarily and reasonably requested by the Agent relating to the Corporation and the creation, issuance and sale of the Units;
- (h) the Agent shall have received a legal opinion dated the Closing Date from local counsel to the Corporation as to the incorporation, capacity, ownership, subsistence and authorized and issued capital of the Subsidiary, and such other legal matters reasonably requested by the Agent;
- (i) the Agent shall have received a legal opinion dated the Closing Date from the Corporation's local counsel in Brazil in respect of the Corporation's title to and interest in the properties that comprise the Property addressed to the Agent and their counsel, in form and content acceptable to the Agent, acting reasonably;
- (j) the Agent shall have received an incumbency certificate dated the Closing Date including specimen signatures of the Chief Executive Officer, the Chief Financial Officer and any other officer of the Corporation signing this Agreement or any document delivered hereunder;
- (k) the Agent shall have received a certificate, dated the Closing Date, of such two senior officers of the Corporation as are acceptable to the Agent, acting reasonably, addressed to the Agent to the effect that, to the best of their knowledge, information and belief, after due enquiry and without personal liability:
 - (i) the representations and warranties of the Corporation in this Agreement are true and correct in all material respects as if made at and as of the Closing Time and the Corporation has performed all covenants and agreements and satisfied all conditions on its part to be performed or satisfied in all material respects at or prior to the Closing Time;
 - (ii) no order, ruling or determination having the effect of suspending the sale or ceasing, suspending or restricting the trading of Common Shares in the Qualifying Jurisdictions has been issued or made by any stock exchange, securities commission or regulatory authority and is continuing in effect and, to the knowledge of the officers, no proceedings, investigations or enquiries for that purpose have been instituted or are pending;
 - (iii) the articles and notice of articles of the Corporation delivered at Closing are full, true and correct copies, unamended, and in effect on the date thereof;

- (iv) the minutes or other records of various proceedings and actions of the Corporation's Board of Directors relating to the Offering and delivered at Closing are full, true and correct copies thereof and have not been modified or rescinded as of the date thereof; and
 - (v) subsequent to the respective dates as at which information is given in the Final Prospectus, there has not been a Material Adverse Change other than as disclosed in the Final Prospectus or any Supplementary Material, as the case may be.
- (l) the Agent shall have received a letter dated as of the Closing Date, in form and substance satisfactory to the Agent, acting reasonably, addressed to the Agent and the directors of the Corporation from the Corporation's auditors confirming the continued accuracy of the comfort letter to be delivered to the Agent pursuant to Section 4(a)(i) hereof with such changes as may be necessary to bring the information in such letter forward to a date not more than two Business Days prior to the Closing Date, which changes shall be acceptable to the Agent, acting reasonably;
 - (m) the Unit Shares, the Warrant Shares, Corporate Finance Shares and the Agent's Warrant Shares shall have been approved for listing on the CSE, subject only to the official notices of issuance and fulfilment of the Standard Listing Conditions;
 - (n) the Agent shall have received a certificate of good standing in respect of the Corporation and the Subsidiary;
 - (o) the Agent shall have received certificates or lists, issued under Securities Laws stating or evidencing that the Corporation is not in default under such Securities Laws;
 - (p) the CSE shall have issued its listing bulletin in respect of the listing of the Common Shares, Unit Shares, Warrant Shares, Corporate Finance Shares and Agent's Warrant Shares;
 - (q) the Agent shall have received a certificate from the Warrant Agent as to its appointment as warrant agent pursuant to the Warrant Indenture; and
 - (r) the Agent shall have received a certificate from the Transfer Agent as to the number of Common Shares issued and outstanding as at a date no more than two Business Days prior to the Closing Date.

11. Restrictions on Further Issues or Sales. The Corporation agrees that it will 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 into or exchangeable for Common Shares, other than issuances in connection with: (i) the exercise of the Agent's Option; (ii) the grant or exercise of stock options and other similar issuances pursuant to any stock option plan or similar share compensation arrangements in place prior to the Closing Date or issuable pursuant to the Offering; (iii) the issue of Common Shares upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date; and (iv) previously scheduled property and/or other corporate acquisitions, from the date hereof and continuing for a period of 90 days from the Closing Date without the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed.

12. Lock-up Agreements. The Corporation agrees that it will cause its directors and officers (collectively, the "Insiders") to deliver signed agreements (the "Lock-Up Agreements"), in form and content acceptable to the Agent and their counsel, acting reasonably, to the Agent on or before the Closing Time, pursuant to which the Insiders agree, for a period beginning on the Closing Date and ending 90 days after the Closing Date, will not directly or indirectly, offer, sell, contract to sell, 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 offer, sell, contract to sell, grant or sell any option to purchase, hypothecate, pledge, transfer, assign, purchase any option or contract to sell, lend, swap or enter into any agreement to transfer the economic consequences of, or otherwise dispose of or deal with, whether through the facilities

of a stock exchange, by private placement or otherwise, any Common Shares or other securities of the Corporation convertible into, exchangeable for or exercisable to acquire, Common Shares, directly or indirectly, unless they first obtain the prior written consent of the Agent, such consent not to be unreasonably withheld or delayed.

13. All Terms to be Conditions. The Corporation agrees that the conditions contained in Section 10 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 10 shall entitle the Agent to terminate its obligations under this Agreement, by written notice to that effect given to the Corporation at or prior to the Closing Time. It is understood that the Agent 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 Agent in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agent any such waiver or extension must be in writing.

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

- (a) the Agent is not satisfied, in its sole discretion, with the results of its due diligence review and investigations;
- (b) there shall be any material change in the affairs of the Corporation, or there should be discovered any previously undisclosed material fact which, in the reasonable opinion of the Agent, has or would be expected to have a significant adverse effect on the market price or value of the Common Shares of the Corporation, or a purchaser's decision to purchase the Offered Units;
- (c) any order, inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened or made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality against the Corporation or any of its officers or directors, including, without limitation, by the Canadian Securities Regulators, or any law or regulation is enacted or changed which in the opinion of the Agent acting reasonably, operates or threatens to prevent, cease or restrict the issuance or trading of the securities of the Corporation by the Corporation or its officers or directors or materially and adversely affects or will materially and adversely affect the market price or value of the securities of the Corporation;
- (d) there should develop, occur or come into effect or existence any event, action, state, accident, condition, terrorist event or major financial occurrence of national or international consequence or any law or regulation which in the reasonable opinion of the Agent seriously adversely affects, or will, or would reasonably be expected to, seriously adversely affect, the financial markets or the business, operations or affairs of the Corporation, on a consolidated basis;
- (e) following a consideration of the history, business, products, property or affairs of the Corporation or its directors and officers or of the state of the financial markets in general, or the state of the market for the Corporation's securities in particular, the Agent determines, in its sole discretion, acting reasonably, that it is not in the interest of the purchasers to complete the purchase and sale of the Offered Units;
- (f) the Offered Units cannot, in the reasonable opinion of the Agent, be profitably marketed due to the state of the financial markets, or the market for the Offered Units in particular;
- (g) the Agent determines that the Corporation is in breach of a material term, condition or covenant of this Agreement;

- (h) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in the securities of the Corporation prohibiting or restricting the Offering is made by a competent regulatory authority and that order is still in effect;
- (i) the Agent determines that any of the representations or warranties made by the Corporation in this Agreement is false in any material respect or has become false in any material respect; or
- (j) the Agent and the Corporation agree in writing to terminate this Agreement.

The Agent shall be entitled to terminate and cancel its obligations to the Corporation hereunder in accordance with this Section 14 by written notice to that effect given to the Corporation at any time prior to the Closing.

15. Exercise of Termination Right. If this Agreement is terminated by the Agent pursuant to Section 14, there shall be no further liability to the Corporation on the part of the Agent or of the Corporation to the Agent, except in respect of any liability which may have arisen or may thereafter arise under Sections 17, 18 and 22. The right of the Agent to terminate its 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.

16. Survival of Representations and Warranties. The representations, warranties, covenants and indemnities of the Corporation and the Agent contained in this Agreement will survive the Closing.

17. Indemnity. The Corporation hereby agrees to indemnify and hold harmless the Agent, each of the associates and affiliates of the Agent and their respective affiliates (collectively, the "**Agents**") and each of the officers, directors, employees, shareholders, partners, advisors and agents of the Agents and of each of the associates and affiliates of the Agents (such officers, directors, employees, shareholders, partners, advisors and agents are hereinafter collectively referred to as the "**Personnel**" and the Agents, the associates and affiliates of the Agents and the Personnel are collectively referred to as the "**Indemnified Persons**" and individually as an "**Indemnified Person**") from and against any and all expenses, costs, losses, claims, actions, payments, damages and liabilities (including the aggregate amount paid in settlement of any litigation, action, suit, proceeding, claim or investigation (each an "**Action**") and the reasonable fees and expenses of counsel that may be incurred in respect of receiving advice in connection with, or in investigating, defending or settling, any Action) of whatsoever nature or kind, joint or several, to which any Indemnified Person may become subject or otherwise involved in any capacity under statute or common law or otherwise by reason of, in connection with, or insofar as such expense, cost, loss, claim, action, payment, damage or liability is caused by, results from, arises out of or is based upon, directly or indirectly, the engagement of the Agents hereunder, the provision of services by the Agents hereunder or otherwise in connection with any matter referred to in, or related to, this agreement; provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall have determined that:

- (a) the Indemnified Person has been grossly negligent or dishonest, has been guilty of willful misconduct or has committed a fraudulent act in the course of rendering such services or has materially breached this agreement; and
- (b) the expense, cost, loss, claim, action, payment, damage or liability in respect of which indemnification is claimed was directly caused or occasioned by the gross negligence, dishonesty, willful misconduct, fraud or material breach referred to in clause (a) above.

If for any reason (other than the occurrence of any of the events referred to in clause (a) above), the foregoing indemnification is unavailable to an Indemnified Person or, while available, is insufficient to hold such Indemnified Person harmless, then the Corporation shall contribute to the amount paid or payable by such Indemnified Person as a result of such expense, cost, loss, claim, action, payment, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Indemnified Person on the other hand but also the relative degrees of fault of the

Corporation and the Indemnified Person, as well as any other relevant equitable considerations, provided that in any event the Corporation shall contribute to the amount paid or payable by the Indemnified Person as a result of such expense, cost, loss, claim, action, payment, damage or liability any excess of such amount over the amount of the fees actually received by the Indemnified Person from the Corporation hereunder. Subject to the exceptions outlined in (a) and (b) above, the Corporation hereby agrees that no Indemnified Person shall have any liability to the Corporation or any associate or affiliate thereof or to any of the officers, directors, holders of securities or creditors of the Corporation or of any associate or affiliate thereof in respect of any Action and hereby waives any right to contribution which the Corporation may have against any Indemnified Person from the Corporation. The Corporation hereby waives any right which the Corporation may have of first requiring any Indemnified Person to proceed or enforce any right, power, remedy or security or to claim payment from any other person before claiming under the indemnity contained in this Section 17.

In case any Action is brought against an Indemnified Person or an Indemnified Person has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Corporation, the Indemnified Person will give the Corporation prompt written notice of any such Action of which the Indemnified Person has knowledge and the Corporation will undertake the investigation and defense thereof on behalf of the Indemnified Person, including the prompt employment of counsel acceptable to the Indemnified Persons affected and the payment of all expenses. The omission to so notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to any Indemnified Person hereunder provided that any such delay in or failure to give notice as herein required does not materially prejudice the defense of the Action and does not result in any material increase in the liability which the Corporation would otherwise have under the indemnity contained herein had the Indemnified Person not so delayed in giving, or failing to give, the notice herein required.

No admission of liability nor settlement, compromise or termination of any Action shall be made without the Corporation's consent and the consent of the Indemnified Persons affected, such consents not to be unreasonably withheld. Notwithstanding that the Corporation will undertake the investigation and defense of any Action, an Indemnified Person will have the right to employ separate counsel with respect to any Action and participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Person unless:

- (a) the payment of such expenses has been authorized in writing by the Corporation;
- (b) the Corporation has not assumed the defense of the Action within a reasonable period of time after receiving notice of the Action;
- (c) the named parties to any such Action include both the Corporation and the Indemnified Person and the Indemnified Person shall have been advised by counsel to the Indemnified Person in writing that there is a conflict of interest between the Corporation and the Indemnified Person; or
- (d) there are one or more defenses available to the Indemnified Person which are different from or in addition to those available to the Corporation;

in which case such fees and expenses of such counsel to the Indemnified Person will be for the Corporation's account, provided that the Corporation shall not be responsible for the fees or expenses of more than one legal firm in any single jurisdiction for all of the Indemnified Persons. The rights accorded to the Indemnified Persons hereunder shall be in addition to any rights an Indemnified Person may have at common law or otherwise.

The Corporation hereby acknowledges that the Agent acts as trustee for all of the other Indemnified Persons of the covenants and obligations of the Corporation contained in this Section 17 with respect to such Indemnified Persons and Haywood hereby accepts such trust and agrees to hold such covenants and obligations on behalf of itself and the other Indemnified Persons.

The indemnity and contribution obligations of the Corporation contained herein shall be in addition to, and not in substitution for, any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to all Indemnified Persons and shall be binding upon and enure to the benefit of the respective successors and assigns of the Corporation and of each of the Indemnified Persons, as the case may be.

The indemnity provided in this Section 17 shall not be limited to or otherwise affected by any other indemnity obtained from any other person in respect of any matter specified in this agreement and shall continue in full force and effect until all possible liability arising out of the transactions contemplated by this agreement has been extinguished by operation of law, provided, however that no Indemnified Person shall be entitled to "double recovery" in respect of any Action.

18. Agent's Fees and Expenses.

In consideration of the services performed by the Agent under this Agreement, including the agreement of the Agent to purchase the Offered Units on the Closing Date, the Corporation agrees as follows:

- (a) to pay to Haywood a corporate finance fee of \$50,000 (plus applicable taxes) (the "**Corporate Finance Fee**"), of which \$25,000 shall be payable in cash and \$25,000 shall be paid by the issuance of Corporate Finance Shares, such shares having a deemed price equal to the Offering Price. Any taxes in respect of the Corporate Finance Fee, shall be payable in cash;
- (b) to pay a commission in an amount equal to 6.0% of the gross proceeds to the Corporation from the issue and sale of Offered Units hereunder, payable in cash (the "**Agent's Commission**"), other than those Offered Units sold pursuant to the President's List, for which the President's List Commission of 2.0% of the gross proceeds shall be payable; and
- (c) to issue to the Agent a number of non-transferable share purchase warrants equal to 6.0% of the aggregate number of Offered Units sold hereunder (the "**Agent's Warrants**"), other than in respect of Offered Units sold to purchasers on the President's List, for which the Agent will receive President's List Warrants entitling the Agent to receive that number of Agent's Warrants equal to 2.0% of the number of Offered Units sold to purchasers on the President's List,

(collectively, the "**Agent's Fee**").

Each Agent's Warrant and President's List Warrant shall be exercisable to acquire one Agent's Warrant Share at a price of \$0.17 at any time and from time to time on or before the date that is 12 months after the Closing Date. The Agent's Warrants will be represented by certificates and will be non-transferable. The terms governing the Agent's Warrants will include, among other things, provisions for the appropriate adjustment in the class, number and price of the Agent's Warrant Shares upon the occurrence of certain events, including any subdivision, consolidation or reclassification of the shares, the payment of stock dividends or the amalgamation of the Corporation.

The Corporation shall pay all reasonable expenses and fees in connection with the offering of Units contemplated by this Agreement, including, without limitation, expenses of or incidental to the issue, sale or distribution of the Qualified Securities and the filing of the Offering Documents 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 Qualified Securities, the fees and expenses of the Corporation's counsel and of local counsel to the Corporation, the fees and expenses of the auditors and the transfer agent for the Common Shares, all costs incurred in connection with the preparation and printing of the Offering Documents and certificates representing the Units, the miscellaneous fees, disbursements, taxes and expenses of the Agent, including the fees of Agent's counsel (to a maximum of \$45,000 excluding taxes and disbursements), whether or not the Offering is completed. All fees and expenses incurred by the Agent or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agent and shall be payable whether or not the Offering is completed. At the option of the Agent, such fees and expenses may be deducted from the gross

proceeds otherwise payable to the Corporation at Closing. Haywood acknowledges receipt of \$25,000 (plus GST), which has been applied towards the Corporate Finance Fee and of a retainer of \$15,000, which has been applied towards the expenses of the Agent's counsel in connection with the Offering.

19. Advertisements. The Corporation acknowledges that the Agent shall have the right, subject always to Sections 3(a) and 3(c), at their own expense, subject to the prior consent of the Corporation, such consent not to be unreasonably withheld, to place such advertisement or advertisements relating to the sale of the Units contemplated herein as the Agent may consider desirable or appropriate and as may be permitted by applicable law. The Corporation and the Agent agree that they will not make or publish any advertisement in any media whatsoever relating to, or otherwise publicize, the transaction provided for herein so as to result in any exemption from the prospectus and registration or other similar requirements under applicable securities legislation in any of the Provinces of Canada or any other jurisdiction in which the Units shall be offered and sold being unavailable in respect of the sale of the Units to prospective purchasers.

20. Alternative Transactions

In the event that the Corporation withdraws from the Offering, after the date of this Agreement in order to complete an Alternative Transaction (which transaction is completed within 12 months of the withdrawal from the Offering), the Corporation shall pay to the Agents promptly upon closing the Alternative Transaction a fee equal to the maximum amount of fees otherwise payable under this Agreement calculated on the basis of the minimum offering of securities proposed hereunder.

21. 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:

(a) if to the Corporation, to:

Canary Gold Corp.
200-551 Howe Street
Vancouver, BC V6C 2C2

Email: [Redacted - Private Information]
Attention: Andrew Lee Smith

with a copy (for information purposes only and not constituting notice) to:

Cozen O'Connor LLP
Bentall 5, 550 Burrard Street, Suite 2501
Vancouver, BC V6C 2B5

Email: [Redacted - Private Information]
Attention: Rory Godinho

(b) if to the Agent, to:

Haywood Securities Inc.
200 Burrard St, Suite 700
Vancouver, BC V6C 3L6

Email: [Redacted - Private Information]
Attention: Don Wong

with a copy (for information purposes only and not constituting notice) to:

MLT Aikins LLP
2600 – 1066 West Hastings Street
Vancouver, British Columbia

Email: [Redacted - Private Information]
Attention: Kevin Sorochan

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.

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

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

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

25. 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.

26. 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 relating to the Offering between Haywood and the Corporation, dated January 16, 2024, as amended on April 18, 2024 and June 13, 2024. This Agreement may be amended or modified in any respect by written instrument only signed by each of the parties hereto.

27. 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.

28. Governing Law. This Agreement is governed by the law of British Columbia, and the parties hereto irrevocably attorn and submit to the jurisdiction of the courts of British Columbia with respect to any dispute related to this Agreement.

29. No Fiduciary Duty. The Corporation hereby: (i) acknowledges and agrees that the transactions contemplated hereunder are arm's-length commercial transactions between the Corporation, on the one hand, and the Agent and any affiliate through which they may be acting, on the other; (ii) acknowledges and agrees that the Agent is acting as agent but not as fiduciary of the Corporation; (iii) acknowledges and agrees that the Corporation's engagement of the Agent in connection with the Offering and the process leading up to the Offering is as agent and not in any other capacity; (iv) acknowledges and agrees that the Agent has certain statutory obligations as registrants under Securities Laws and have certain relationships with their clients; and (v) consents to the Agent acting hereunder while continuing to act for their clients. To the extent that the Agent's statutory obligations as a registrant under Securities Laws or relationships with its clients conflicts with its obligations hereunder, such Agent shall be entitled to fulfil its statutory obligations as a registrant under Securities Laws and its duties to its clients. Nothing in this Agreement shall be interpreted to prevent the Agent from fulfilling its statutory obligations as a registrant under Securities Laws or acting for its clients. Furthermore, the Corporation agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether the Agent has advised or is currently advising the Corporation on related or other matters). The Agent has 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 Agent has rendered advisory services beyond those, if any, required of an investment dealer by Securities Laws in respect of the Offering, or that the Agent owes a fiduciary or similar duty to the Corporation, in connection with such transaction or the process leading thereto.

30. Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation and the Agent 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.

31. 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.

32. 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.

33. 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 pages follow]

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 Agent.

Yours very truly,

HAYWOOD SECURITIES INC.

Per: “Don Wong”
Don Wong
Vice President, Investment Banking

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

DATED as of the date first set forth above.

CANARY GOLD CORP.

Per: “Andrew Lee Smith”
Andrew Lee Smith
Chief Executive Officer

SCHEDULE "A"

OUTSTANDING RIGHTS TO ACQUIRE SECURITIES

Warrants

The issued and outstanding common share purchase warrants of the Corporation, as at the date of this Agreement, are as follows:

Number of warrants - outstanding	Exercise price	Expiry date
60,000	\$0.15	September 15, 2025
107,000	\$0.15	November 17, 2025
27,210	\$0.15	December 21, 2025
39,900	\$0.15	February 28, 2026
234,110		

Options

On closing of the Offering, the Corporation will grant 4,532,500 stock options to the directors, officers and consultants of the Corporation, which will vest immediately on the date of grant.