

AGENCY AGREEMENT

December 4, 2025

1390120 B.C. Ltd.
595 Burrard Street, Suite 1723
Vancouver, British Columbia
V7X 1J1

Getty Copper Inc.
1000 Austin Avenue
Coquitlam, British Columbia
V3K 3P1

To whom this may concern:

Clarus Securities Inc. ("**Clarus**") and Velocity Trade Capital Ltd. (together with Clarus, the "**Lead Agents**") and Raymond James Ltd. (together with the Lead Agents, the "**Agents**") understand that (a) 1390120 B.C. Ltd. ("**NumberCo**") propose to create, issue and sell by way of private placement subscription receipts of NumberCo (the "**NumberCo Subscription Receipts**") at a price of \$0.12 per NumberCo Subscription Receipt (the "**NumberCo Offering**") and (b) Getty Copper Inc. ("**Getty**" and, together with NumberCo, the "**Issuers**") propose to create, issue and sell by way of private placement subscription receipts of Getty (the "**Getty Subscription Receipts**" and, together with the NumberCo Subscription Receipts, the "**Subscription Receipts**") at a price of \$0.12 per Getty Subscription Receipt (the "**Getty Offering**" and, together with the NumberCo Offering, the "**Offerings**"). The aggregate number of NumberCo Subscription Receipts and Getty Subscription Receipts shall not exceed 125,000,000 for aggregate gross proceeds of up to \$15,000,000 under the Offerings.

The Subscription Receipts will be duly and validly created pursuant to: (i) a subscription receipt agreement (the "**NumberCo Subscription Receipt Agreement**") to be entered into among NumberCo, Clarus, on behalf of the Agents, Getty Computershare Trust Company of Canada (the "**Subscription Receipt Agent**"), and (ii) a subscription receipt agreement to be entered into among Getty, Clarus, on behalf of the Agents, NumberCo and the Subscription Receipt Agent (the "**Getty Subscription Receipt Agreement**", and together with the NumberCo Subscription Receipt Agreement, the "**Subscription Receipt Agreements**"), each of the Subscription Receipt Agreements to be dated as of the Closing Date (as defined herein).

Each (i) NumberCo Subscription Receipt shall be automatically exchanged, without payment of additional consideration or taking of further action on the part of the holder thereof and subject to adjustment, into one common share in the capital of NumberCo (each, a "**NumberCo Share**") and (ii) Getty Subscription Receipt shall be automatically exchanged, without payment of additional consideration or taking of further action on the part of the holder thereof and subject to adjustment, into one common share in the capital of Getty (each, a "**Getty Share**"), upon the receipt by the Subscription Receipt Agent of the Release Notice (as defined herein).

The Subscription Receipts are being issued in connection with the Proposed Business Combination involving Getty, a public company listed on the TSX Venture Exchange (the "**TSXV**") and a reporting issuer in British Columbia, Alberta and Ontario, a wholly-owned subsidiary of Getty and NumberCo. The Proposed Business Combination will be completed pursuant to the terms of an amalgamation agreement dated November 13, 2025 between Getty, 1560326 B.C. Ltd. ("**Subco**") and NumberCo (the "**Amalgamation Agreement**").

In connection with the completion of the Proposed Business Combination, it is expected that, among other things: (i) the Subscription Receipts shall be automatically exchanged into NumberCo Shares and Getty

Shares, as applicable, upon the receipt by the Subscription Receipt Agent of the Release Notice (without payment by the holders of the Subscription Receipts of any additional consideration therefor); (ii) pursuant to the terms of the Amalgamation Agreement, Subco will acquire all of the issued and outstanding NumberCo Shares and shareholders of NumberCo will receive Getty Shares in exchange for their NumberCo Shares; and (iii) the Resulting Issuer Shares (as defined herein) (including those issued in exchange for NumberCo Shares and Getty Shares, as applicable, issuable upon conversion of the Subscription Receipts) will be listed on the TSXV.

On the Closing Date (as defined herein), the gross proceeds from the Offerings, less the Agents' Commission (as defined herein) and Agents' Expenses (as defined herein) incurred up to and including the Closing Date (as defined herein), will be deposited in escrow (the "**Escrowed Proceeds**") on behalf of the purchasers of Subscription Receipts with the Subscription Receipt Agent, and invested in short-term obligations of, or guaranteed by, the Government of Canada (and other approved investments), all in accordance with the terms of the Subscription Receipt Agreements. The Escrowed Proceeds will be released by the Subscription Receipt Agent to the Issuers upon receipt of a joint notice by the Issuers and Clarus, on behalf of the Agents, to the Subscription Receipt Agent (the "**Release Notice**"), on or prior to 5:00 pm (Toronto time) June 4, 2026 (the "**Escrow Release Deadline**") indicating that the Escrow Release Conditions (as defined herein) have been satisfied or waived. The Escrow Release Deadline may be extended by the Agents at their sole discretion.

The Escrowed Proceeds shall be released to the Issuers upon the receipt by the Subscription Receipt Agent of the Release Notice. If the Escrow Release Conditions have not been satisfied or waived prior to the Escrow Release Deadline, holders of Subscription Receipts will be refunded the gross proceeds paid for the Subscription Receipts, together with all interest and other income earned thereon, if any (the "**Returned Proceeds**") by the Subscription Receipt Agent, and the Subscription Receipts will immediately become null, void and of no further force or effect. If the Returned Proceeds are less than the Escrowed Proceeds, the Issuers shall on a several basis pay their *pro rata* portion of the difference to the Subscription Receipt Agent to be refunded to holders of Subscription Receipts. Each of the Issuers will use commercially reasonable efforts to satisfy the Escrow Release Conditions prior to the Escrow Release Deadline.

Upon and subject to the terms and conditions set forth herein, the Agents hereby agree to act, and upon acceptance hereof, the Issuers hereby appoint the Agents, as the exclusive agents to offer for sale, on a "best efforts" basis, without underwriter liability, the Subscription Receipts, and the Agents agree to use "best efforts" to arrange Purchasers (as defined herein) for the Subscription Receipts in the Selling Jurisdictions. It is understood and agreed by the Issuers and the Agents that the Agents shall act as agents only and are under no obligation to purchase any of the Subscription Receipts.

Each Offering will be completed on a private placement basis in the Selling Jurisdictions pursuant to relevant prospectus and registration exemptions in accordance with Applicable Securities Laws (as defined herein).

In consideration of the services to be rendered by the Agents in connection with each Offering, the applicable Issuer shall pay to the Agents the Agents' Commission (as defined herein) pursuant to Article 13.

The Issuers agree that the Agents will be permitted to appoint, at their sole expense, other registered dealers or other dealers duly qualified in their respective jurisdictions, in each case acceptable to the Issuers, acting reasonably, as their agents to assist with either Offering in the Selling Jurisdictions and that the Agents may determine the remuneration payable by the Agents to such other dealers appointed by them.

This offer is conditional upon and subject to the additional terms and conditions set forth below.

ARTICLE 1 INTERPRETATION

1.1 Unless expressly provided otherwise herein, where used in this Agreement or any schedule attached hereto, the following terms have the following meanings, respectively:

"affiliate" has the meaning ascribed thereto in Section 1(2) of the *Securities Act* (Ontario);

"Affiliates" means affiliates of the Agents;

"Agents' Commission" has the meaning ascribed thereto in Section 13.1;

"Agents' Expenses" has the meaning ascribed thereto in Section 11.2;

"Agents' Subscription Receipts" has the meaning ascribed thereto in Section 13.1

"Agents" has the meaning ascribed thereto on page 1 of this Agreement;

"Agreement" means this agreement resulting from the acceptance by the Issuers of the offer made by the Agents hereby;

"Amalgamation Agreement" has the meaning ascribed thereto on page 1 of this Agreement;

"Applicable Securities Laws" means, in respect of any person, collectively, the securities laws, regulations, rulings, rules, orders and prescribed forms, and published policy statements issued by the Securities Regulators in the Selling Jurisdictions, including the rules of any stock exchange, in each case, applicable to that person;

"BCBCA" means the *Business Corporations Act* (British Columbia);

"Business Day" means a day other than a Saturday, Sunday or any other day on which the principal chartered banks located in Toronto, Ontario and Vancouver, British Columbia are not open for business;

"Canadian Securities Laws" means collectively, all Applicable Securities Laws of each of the Selling Jurisdictions in Canada;

"Canadian Securities Regulators" means the applicable Securities Regulator in each of the provinces of Canada;

"CBCA" means the *Canada Business Corporations Act*;

"Closing Date" means December 4, 2025, or such other date as the Issuers and the Lead Agents may agree, and from time to time with respect to any additional purchases of Subscription Receipts following the initial Closing Date;

"Closing Time" means 8:00 a.m. (Toronto time) on the Closing Date or such other time on the Closing Date as the Issuers and the Lead Agents may determine;

"Closing" means the completion of the sale of the Subscription Receipts as contemplated by this Agreement and the Subscription Agreements;

"Compensation Option" has the meaning ascribed thereto in Section 13.1;

"Compensation Option Certificates" has the meaning ascribed thereto in Section 13.1;

“Contaminant” 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

“Debt Instrument” means any loan, bond, debenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money, to which an entity or any of its subsidiaries is a party or by which any of their property or assets are bound;

“Due Diligence Session” means the due diligence session held by teleconference at 1:00pm (Toronto time) on December 3, 2025 attended by, among others, management of each of the Issuers, the Agents and their respective legal advisors;

“Environmental Activity” means and includes, without limitation, any past, present or future activity, event or circumstance in respect of a Contaminant.

“Environmental Laws” means all applicable federal, provincial, state, municipal and local laws, statutes, ordinances, by-laws and regulations and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency, domestic or foreign, including laws, ordinances, regulations or orders, relating to the protection of the environment, occupational and human health and safety or the treatment, use, processing, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substances;

“Escrow Release Conditions” means each of the following conditions:

- (a) written confirmation from each of the NumberCo and Getty that all conditions to the completion of the Proposed Business Combination have been satisfied or waived, other than the release of the Escrowed Funds, without any material amendment or waiver adverse to NumberCo or Getty unless consented to by the Agents, acting reasonably;
- (b) the Amalgamation Agreement shall remain in full force and effect, shall not have been terminated, and shall not have been amended except on terms acceptable to Clarus, acting reasonably;
- (c) the receipt of all required shareholder and regulatory approvals, including, without limitation, the conditional approval of the TSXV for the Proposed Business Combination, including the listing of the common shares of the resulting issuer in respect of the Proposed Business Combination;
- (d) the securities of Getty issued in exchange for the securities of NumberCo not being subject to any statutory hold period in Canada;
- (e) the receipt of all regulatory, shareholder and third-party approvals, if any, required in connection with the Proposed Business Combination;
- (f) the delivery of the release certificate to the Subscription Receipt Agent in accordance with the terms of the NumberCo Subscription Receipt Agreement and the Getty Subscription Receipt Agreement, as applicable;
- (g) NumberCo and Getty shall not be in breach or default of any of their covenants or obligations under their respective Subscription Receipt Agreements or this Agreement, except in this case of this Agreement, for those breaches or defaults that have been waived by the Agents and all conditions set out in this Agreement shall have been fulfilled, which shall all be confirmed to be true in a certificate of a senior officer of each of NumberCo and Getty;

- (h) the representations and warranties of NumberCo and Getty contained in this Agreement being true and accurate in all material respects, as if made on and as of the date of the satisfaction of the Escrow Release Conditions; and
- (i) NumberCo, Getty and the Agents having delivered a joint notice and direction to the Subscription Receipt Agent, confirming that the conditions set forth in (a) to (h) above have been met or waived;

all as satisfied and/or waived in form and substance satisfactory to the Agents, in its sole discretion;

"Escrow Release Deadline" has the meaning ascribed thereto on page 1 of this Agreement;

"Escrowed Proceeds" has the meaning ascribed thereto on page 1 of this Agreement;

"Exchange Ratio" means the exchange of one Getty Share for each NumberCo Share;

"Getty" has the meaning ascribed thereto on page 1 of this Agreement;

"Getty Financial Statements" means, collectively (i) the audited financial statements of Getty for the period for the years ending December 31, 2024 and 2023; and (ii) the unaudited condensed interim financial statements of Getty as at and for the six months ending June 30, 2025 and 2024;

"Getty Indemnitor" has the meaning ascribed thereto in Section 10.2;

"Getty Offering" has the meaning ascribed thereto on page 1 of this Agreement;

"Getty Properties" means the Getty property comprising the 81 mineral claims located within the Kamloops Mining District of Highland Valley, British Columbia and the Getty south property comprising of 25 mineral claims located within the Kamloops Mining District of Highland Valley, British Columbia;

"Getty Public Record" means all information contained in any news release, material change report (excluding any confidential material change report), financial statements or other document of Getty which has been publicly filed pursuant to Applicable Securities Laws in Canada or otherwise, by or on behalf of Getty;

"Getty Share" has the meaning ascribed thereto on page 1 of this Agreement;

"Getty Subscription Receipt Agreement" has the meaning ascribed thereto on page 1 of this Agreement;

"Getty Subscription Receipts" has the meaning ascribed thereto on page 1 of this Agreement;

"Getty Technical Report" means the report entitled *"Preliminary Feasibility Study Technical Report of the Getty Copper Project Kamloops Mining Division British Columbia, Canada"* dated June 9, 2009 as amended May 3, 2010.

"Government Official" means any representative of a Governmental Entity;

"Governmental Entity" means any (i) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign; (ii) subdivision, agent, commission, board or authority of any of the foregoing; or (iii) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under, or for the account of, any of the foregoing;

"IFRS" means International Financial Reporting Standards issued by the International Accounting Standards Board, namely, the standards, interpretations and the framework for the preparation and presentation of financial statements (in the absence of a standard or interpretation), as adopted in Canada by the Accounting Standards Board of the Chartered Professional Accountants of Canada, that are applicable to the circumstances as of the date of determination, consistently applied;

"including" means including without limitation;

"Issuers" has the meaning ascribed thereto on page 1 of this Agreement;

"Laws" means all laws, statutes, regulations, by-laws, statutory rules, orders, ordinances, codes (including all Applicable Securities Laws, Money Laundering Laws and Environmental Laws), and terms and conditions of any Permit of any Governmental Entities, statutory body or self-regulatory authority (including the TSXV) applicable to either of the Issuers;

"Lead Agents" has the meaning ascribed thereto on page 1 of this Agreement;

"Lien" means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;

"material adverse effect" means, in respect of any person, any change, effect, event or occurrence, that is, or would be reasonably expected to be, materially adverse with respect to the condition (financial or otherwise), properties, assets, liabilities, obligations (whether absolute, accrued, conditional or otherwise), business, prospects, operations or results of operations of the person on a consolidated basis;

"Material Agreement" means any material contract, commitment, agreement (written or oral), joint venture instrument, lease or other document, including a licence agreement to which an entity or any of its subsidiaries is a party or by which any of their property or assets are bound;

"Material Getty Subsidiaries" means the following subsidiaries of the Getty, being Subco and Getty Mineral Holdings Ltd. and **"Material Getty Subsidiary"** means any one of such subsidiaries;

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

"Money Laundering Laws" means, collectively, the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity;

"News Releases" means, collectively, the news release of Getty dated August 6, 2025 and news release of Getty dated November 17, 2025 with respect to the Proposed Business Combination and the Offerings and any subsequent news release issued in respect of the Proposed Business Combination or the Offerings as agreed to between the Issuers and the Lead Agents in accordance with Section 4.2(r);

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

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

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

"NumberCo" has the meaning ascribed thereto on page 1 of this Agreement;

"NumberCo Indemnitor" has the meaning ascribed thereto in Section 10.1;

"NumberCo Offering" has the meaning ascribed thereto on page 1 of this Agreement;

"NumberCo Property" means the DOT Property comprising of one mineral claim located 25 kilometres northwest of the Town of Merritt, British Columbia;

"NumberCo Share" has the meaning ascribed thereto on page 1 of this Agreement;

"NumberCo Subscription Receipt Agreement" has the meaning ascribed thereto on page 1 of this Agreement;

"NumberCo Subscription Receipts" has the meaning ascribed thereto on page 1 of this Agreement;

"NumberCo Technical Report" means the report entitled "*Technical Report On The Dot Copper Project Tenure #1080303 Latitude 50°19'18"N Longitude 120°50'58"W NTS 092i/07w Merritt Area, Bc Nicola Mining Division For 1240089 BC Ltd. & Turnagain Resources Inc.*" dated April 15, 2021.

"Offered Securities" means, collectively, the Getty Subscription Receipts, the NumberCo Subscription Receipts, the Getty Shares and the NumberCo Shares;

"Offering Price" means \$0.12 per Subscription Receipt;

"Offerings" has the meaning ascribed thereto on page 1 of this Agreement;

"Permit" means any licence, permit, approval, consent, certificates, registration or other authorization of or issued by any Governmental Entity;

"Permitted Encumbrances" means any Lien in respect of the NumberCo Property and the Getty Properties and all other present and after-acquired real or personal property, principally used or acquired for use by NumberCo, Getty and/or their respective subsidiaries in connection with all exploration, development, construction, mining, production and extraction activities at the Getty Properties and the NumberCo Property, as applicable, constituted by the following:

- (a) inchoate or statutory Liens for taxes, assessments, royalties, rents or charges not at the time due or payable, or being contested in good faith through appropriate proceedings;
- (b) any reservations or exceptions contained in the original grants of land or by applicable statute or the terms of any lease in respect of the Getty Properties or the NumberCo Property;
- (c) minor discrepancies in the legal description or acreage of or associated with the Getty Properties or the NumberCo Property or any adjoining properties which would be disclosed in an up to date survey and any registered easements and registered restrictions or covenants that run with the land which do not materially detract from the value of, or materially impair the use of the Getty Properties and NumberCo Property for the purpose of conducting and carrying out exploration or mining operations thereon;
- (d) rights of way for or reservations or rights of others for, sewers, water lines, gas lines, electric lines, telegraph and telephone lines, and other similar utilities, or zoning by-laws, ordinances, surface access rights or other restrictions as to the use of the Getty Properties or the NumberCo Property, which do not in the aggregate materially detract from the use

of such properties by Getty and NumberCo, respectively, for the purpose of conducting and carrying out exploration or mining operations thereon; and

- (e) any encumbrances on the Getty Properties in connection with loans advanced by certain insiders or their affiliates.

“person” includes any individual, corporation, limited partnership, general partnership, joint stock company or association, joint venture association, company, trust, bank, trust company, land trust, investment trust, society or other entity, organization, syndicate, whether incorporated or not, trustee, executor or other legal personal representative, and governments and agencies and political subdivisions thereof;

“Personnel” has the meaning ascribed thereto in Section 10.1;

“Proposed Business Combination” means the transaction whereby the NumberCo and Subco, a wholly owned subsidiary of Getty, will carry out a business combination pursuant to which the NumberCo and Subco will complete an amalgamation pursuant to the Amalgamation Agreement and shareholders of NumberCo will receive Getty Shares at the Exchange Ratio;

“Purchaser” means a purchaser of Subscription Receipts under an Offering, as applicable;

“Release Notice” has the meaning ascribed thereto on page 2 of this Agreement;

“Resulting Issuer Shares” means common shares in the capital of the Resulting Issuer;

“Resulting Issuer” means Getty or such other name as may be approved by NumberCo and Getty following completion of the Proposed Business Combination;

“Returned Proceeds” has the meaning ascribed thereto on page 1 of this Agreement;

“Securities Regulator” means, in respect of any jurisdiction, the securities regulator or other securities regulatory authority of that jurisdiction and includes the TSXV;

“Selling Jurisdictions” means collectively each of the provinces of Canada and such other jurisdictions outside of Canada as the Agents and the Issuers may agree;

“Subco” means 1560326 B.C. Ltd.;

“Subscription Agreement” means the agreement between Getty or NumberCo, as the case may be, and a Purchaser pursuant to which the Purchaser subscribes for Getty Subscription Receipts or NumberCo Subscription Receipts, as the case may be, and includes all schedules and exhibits attached thereto, in each case as they may be amended or supplemented from time to time;

“Subscription Price” means \$0.12 per Subscription Receipt;

“Subscription Receipt Agent” has the meaning ascribed thereto on page 1 of this Agreement;

“Subscription Receipt Agreements” has the meaning ascribed thereto on page 1 of this Agreement;

“Subscription Receipts” has the meaning ascribed thereto on page 1 of this Agreement;

“subsidiary” has the meaning ascribed thereto in the CBCA or the BCBCA as context permits;

“Taxes” has the meaning ascribed thereto in Subsection 1.1(dd);

“Termination Right” has the meaning ascribed thereto in Section 9.1;

“Transaction Documents” means this Agreement, the Subscription Agreements, the Subscription Receipt Agreements and the Compensation Option Certificates;

“TSXV” means the TSX Venture Exchange;

“United States” means the United States of America, its territories and possession, any state of the United States, and the District of Columbia;

“U.S. Person” means a “U.S. person” as such term is defined in Rule 902(k) of Regulation S promulgated under the U.S. Securities Act and includes any Purchaser in the United States; and

“U.S. Securities Act” means the United States *Securities Act of 1933*, as amended.

- 1.2 Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:
- (a) the terms “Agreement”, “this Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
 - (b) references to a “Section”, “Subsection”, “Article”, “clause” or “Schedule” are to the appropriate section, subsection, article, clause or schedule of this Agreement;
 - (c) the division of this Agreement into sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
 - (d) words importing the singular number only shall include the plural and vice versa and words importing the use of any gender shall include all genders; and
 - (e) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder.
- 1.3 This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein and the parties hereto irrevocably accept and attorn to the exclusive jurisdiction of the courts of the Province of Ontario.
- 1.4 Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency.
- 1.5 In this Agreement a reference to “knowledge” or similar terms in the case of Getty means to the best of the knowledge of senior management of Getty after due and diligent inquiry and in the case of NumberCo means to the best of the knowledge of senior management of NumberCo after due and diligent inquiry.

ARTICLE 2 THE OFFERING

- 2.1 The Issuers appoints the Agents to act as exclusive agents to offer and sell the Subscription Receipts on a “best efforts” private placement basis and the Agents hereby accept such appointment.

- 2.2 Notwithstanding anything to the contrary contained herein or any oral representations or assurances previously or subsequently made by the parties hereto, this Agreement does not constitute a commitment by, or legally binding obligation of, the Agents or any of their respective affiliates to act as underwriters, initial purchasers, arrangers and/or placement agents in connection with any offering of securities of the Issuers, including the Subscription Receipts, or to provide or arrange any financing, other than the appointment as agents in connection with the Offerings in accordance with the prior sentence and otherwise on the terms set forth herein.
- 2.3 The rights and obligations of the Agents under this Agreement, including but not limited to the entitlement to the Agents' Fee contemplated in Article 13, shall be several (as distinguished from joint or joint and several) rights and obligations for each Agent and nothing in this Agreement is intended to create any relationship in the nature of a partnership or joint venture between the Agents.
- 2.4 The rights and obligations of NumberCo and Getty under this Agreement shall be several (as distinguished from joint or joint and several) rights and obligations for each of NumberCo and Getty and nothing in this Agreement is intended to create any relationship in the nature of a partnership or joint venture between NumberCo and Getty.
- 2.5 Each Issuer hereby agrees to comply with all Applicable Securities Laws on a timely basis in connection with the applicable Offering and undertakes to file, or cause to be filed, within the periods stipulated under Applicable Securities Laws, all forms, documents or undertakings required to be filed by the Issuers in connection with the issue and sale of the applicable Subscription Receipts so that the distribution of the applicable Subscription Receipts may lawfully occur without the necessity of filing a prospectus, a registration statement or an offering memorandum in the Selling Jurisdictions, and the Agents agree to assist such Issuer in all commercially reasonable respects to secure compliance with all regulatory requirements in connection with the applicable Offering. All fees payable in connection with such filings shall be paid by the applicable Issuer.
- 2.6 Neither the Issuers nor the Agents shall:
- (a) provide to prospective purchasers of the Subscription Receipts any document or other material that would constitute an offering memorandum (other than the Subscription Agreement) or "future-oriented financial information" within the meaning of Applicable Securities Laws; or
 - (b) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Subscription Receipts, including but not limited to, causing the sale of the Subscription Receipts to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Subscription Receipts whose attendees have been invited by general solicitation or advertising.

ARTICLE 3 REPRESENTATIONS, WARRANTIES AND COVENANTS OF THE AGENTS

- 3.1 The Agents hereby represent, warrant and covenant severally, and not jointly, nor jointly and severally, to the Issuers, and acknowledge that the Issuers are relying upon such representations, warranties and covenants, that:
- (a) the Agents will use commercially reasonable best efforts to obtain subscriptions for the Subscription Receipts in accordance with Applicable Securities Laws;

- (b) the Agents will, and will cause any sub-agents retained by them to, conduct their activities in connection with the Offerings in compliance with applicable Securities Laws of each Selling Jurisdiction and all other laws applicable to the Agents or the sub-agents, as applicable;
- (c) the Agents are duly registered pursuant to the provisions of the Applicable Securities Laws, and each is duly registered or licensed in those jurisdictions in which it is required to be so registered in order to perform the services contemplated by this Agreement, or if or where not so registered or licensed and the Agents will act only through members of a selling group who are so registered or licensed;
- (d) the Agents and its Affiliates and representatives have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Offered Securities in any newspaper, magazine, printed media of general and regular paid circulation or any similar medium, or broadcast over radio or television or otherwise or conducted any seminar or meeting concerning the offer or sale of the Subscription Receipts whose attendees have been invited by any general solicitation or general advertising;
- (e) the Agents have not and will not solicit offers to purchase or sell the Subscription Receipts or otherwise do any act in furtherance of a trade of the Subscription Receipts in a manner so as to require the filing of a prospectus, registration statement or offering memorandum with respect thereto or the provision of a contractual right of action under the laws of any jurisdiction;
- (f) the Agents will use reasonable efforts to obtain from each applicable Purchaser a properly completed and executed Subscription Agreement (including all certifications, forms and other documentation contemplated thereby or as may be required by the TSXV or Canadian Securities Regulators) in a form acceptable to the Agents and the Issuers, acting reasonably;
- (g) the Agents will provide the Issuers all necessary information in respect of the Agents and the Purchasers identified by it to allow the Issuers, as applicable, to file reports of exempt distribution of the Subscription Receipts in accordance with applicable Securities Laws within 10 days following the Closing Date;
- (h) this Agreement and the Subscription Receipt Agreements constitute legal, valid and binding obligations of the Agents, enforceable against the Agents in accordance with their respective terms subject to laws relating to creditors' rights generally, the availability of equitable remedies and except as rights to indemnity and contribution may be limited by Applicable Law; and
- (i) no Agent shall be liable to the Issuers under this Article 3 with respect to any act, omission or default by any other Agent, or for any default resulting from the failure by the Issuers to comply with Applicable Securities Laws.

ARTICLE 4 COVENANTS OF THE ISSUERS

- 4.1 In this Article 4, references to Getty Shares, NumberCo Shares, and the Offered Securities shall include any securities of the Resulting Issuer issued *in lieu* of, or in exchange for, such securities after giving effect to the completion of the Proposed Business Combination.
- 4.2 Each of the Issuers (for greater certainty, NumberCo in respect of the NumberCo Offering and Getty in respect of the Getty Offering) hereby severally covenant to the Agents, to the extent such

covenant relates to the Issuers, as applicable, and acknowledge that the Agents are relying on such covenants in connection with the issuance and sale of the Subscription Receipts, as follows:

- (a) each of the Issuers will, in connection with the applicable Offering and the Proposed Business Combination, allow the Agents and their representatives the opportunity to conduct all due diligence which the Agents may reasonably require to be conducted prior to the Closing Time and will make available its directors, senior management, technical advisors and legal counsel to answer the questions of the Agents in due diligence meetings to be conducted prior to the Closing Time;
- (b) each of the Issuers have made available and provided to the Agents (and their counsel), and, on a timely basis, shall make available and provide to the Agents and (and their counsel), all material agreements, arrangements and understandings in connection with the applicable Offering and the Proposed Business Combination and any of the other transactions contemplated in connection therewith;
- (c) each Issuer shall notify the Agents in writing of any changes to the Amalgamation Agreement and will obtain the Lead Agents' consent prior to amending or waiving any of the conditions precedent in the Amalgamation Agreement;
- (d) each of the Issuers will use commercially reasonable efforts to fulfill or cause to be fulfilled, at or prior to the Closing Time, each of the conditions required to be fulfilled by it set out in Section 7.1;
- (e) each Issuer will use commercially reasonable efforts to obtain the necessary regulatory consents and approvals for the applicable Offering, including the conditional approval of the TSXV for the listing and trading of the Resulting Issuer Shares prior to the Closing Date with such conditions as are acceptable to the Lead Agents, acting reasonably;
- (f) the net proceeds from the Offering will be used for exploration of the Getty Properties, settling Getty's existing indebtedness, and for general working capital and corporate purposes of the Resulting Issuer;
- (g) each Issuer will:
 - (i) fulfill all legal requirements to permit the creation, issuance, offering and sale of the applicable Subscription Receipts and the creation and issuance of the Getty Shares or NumberCo Shares, as the case may be, all as contemplated in the Transaction Documents; and
 - (ii) file or cause to be filed all documents, applications, forms or undertakings required to be filed by it and take or cause to be taken all action required to be taken by the it in connection with the purchase and sale of the applicable Subscription Receipts and the issuance of the Getty Shares or NumberCo Shares, as the case may be;
- (h) each Issuer shall ensure that sufficient Getty Shares or NumberCo Shares, as the case may be, are allotted and reserved for issuance upon:
 - (i) the conversion of the applicable Subscription Receipts; and
 - (ii) in the case of NumberCo, the exchange of the NumberCo Shares for Resulting Issuer Shares in connection with the Proposed Business Combination;
- (i) for a period of 18 months following the effective date of the Proposed Business Combination, the Resulting Issuer shall use its commercially reasonable efforts to remain

a “reporting issuer” under Canadian Securities Laws, not in default of any material requirement of such Canadian Securities Laws, provided that this covenant shall not prevent the Resulting Issuer from completing any transaction which would result in the Resulting Issuer ceasing to be a “reporting issuer”, so long as the holders of Resulting Issuer Shares receive securities of an entity which is listed on a stock exchange in Canada or cash or the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the TSXV (or any securities exchange, market or trading or quotation facility on which the Resulting Issuer Shares are then listed or quoted);

- (j) the Resulting Issuer shall cause the Resulting Issuer Shares to be listed on the TSXV, and to not take any action for a period of 18 months after the effective date of the Proposed Business Combination that would reasonably be expected to result in the delisting or suspension of the Resulting Issuer Shares on or from the TSXV or on or from any securities exchange, market or trading or quotation facility on which the Resulting Issuer Shares are then listed or quoted, provided that this covenant shall not prevent the Resulting Issuer from completing any transaction which would result in the Resulting Issuer graduating to the TSX or ceasing to be listed on the TSXV (or any securities exchange, market or trading or quotation facility on which the Resulting Issuer Shares are then listed or quoted) so long as the holders of Resulting Issuer Shares receive securities of an entity which is listed on a stock exchange in Canada or cash or the holders of the Resulting Issuer Shares have approved the transaction in accordance with the requirements of applicable corporate and securities laws and the policies of the TSXV (or any securities exchange, market or trading or quotation facility on which the Resulting Issuer Shares are then listed or quoted);
- (k) Getty shall, within five (5) Business Days following the Escrow Release Date, discharge any and all Liens on the Getty Properties in respect of loans made by certain insiders of Getty, and shall provide written confirmation of such discharge to the Agents promptly upon completion;
- (l) Getty shall, within five (5) Business Days following the Escrow Release Date, do all things necessary or desirable to effect the transfer of its interest in the Crown granted mineral claims that form a part of the Getty Properties to Getty Mineral Holdings Ltd. and shall provide written confirmation of such transfer to the Agents promptly upon completion;
- (m) the Issuers, as applicable, will execute and file with the Canadian Securities Regulators, all forms, notices and certificates required to be filed by the Issuers (or the Resulting Issuer as the case may be) pursuant to Applicable Securities Laws in respect of the applicable Offering, in the time required by the Applicable Securities Laws, including for greater certainty, Form 45-106F1 of NI 45-106 and any other forms, notices and certificates set forth in the opinions delivered to the Agents pursuant to the closing conditions set forth in Section 7.1, as are required to be filed by the Issuers or the Resulting Issuer; provided, however, that the Agents provide the Issuers or the Resulting Issuer, as the case may be, with all information and documentation required in respect of such post-closing forms, notices and filings;
- (n) the Issuers shall not, and shall cause the Resulting Issuer to not, issue any additional equity securities (or securities convertible or exchangeable into equity securities) for a period commencing on the Closing Date and ending 60 days from the date the Escrow Release Conditions are satisfied, without the prior written consent of the Lead Agents, such consent not to be unreasonably withheld, except in conjunction with:
 - (i) the grant of stock options and other similar issuances pursuant to any approved share incentive plan of the Issuers of the Resulting Issuer;

- (ii) the grant of equity securities in settlement of compensation or services provided by officers, directors, employees and consultants of the Resulting Issuer;
 - (iii) the exercise of outstanding options and warrants from time to time; and
 - (iv) the issuance of securities in connection with *bona fide* acquisitions by the Issuers or the Resulting Issuer of the shares or assets of other corporations or entities in the normal course of business;
- (o) during the period from the date hereof until the completion of the Proposed Business Combination, each of each Issuer will, as applicable, reasonably promptly inform the Agents in writing of the full particulars of:
 - (i) any material change (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) in the business, financial condition, affairs, operations, assets, liabilities or obligations (contingent or otherwise), capital or ownership of such Issuer;
 - (ii) in the case of Getty only, any change in any material fact disclosed in the Getty Public Record; and
 - (iii) any material fact in respect of such Issuer that had not been previously disclosed to the Agents;
- (p) each of the Issuers shall in good faith discuss with the Lead Agents any fact or change in circumstances (actual, anticipated, contemplated, proposed or threatened, financial or otherwise) which is of such a nature that there is or could be reasonable doubt whether written notice need be given under Subsection 4.2(o);
- (q) each of the Issuers shall, as applicable, promptly, and in any event, within any applicable time limitation, comply, to the satisfaction of the Lead Agents, acting reasonably, with all applicable filings and other requirements under the Canadian Securities Laws as a result of such fact or change;
- (r) subject to applicable laws, during the period from the date hereof until the completion of the Proposed Business Combinations, each of the Issuers will provide to the Lead Agents drafts of any news releases of NumberCo (if it relates to or includes information in respect of the Proposed Business Combination), Getty or the Resulting Issuer relating to the Offerings or the Proposed Business Combination for the reasonable review and comment by the Lead Agents and Miller Thomson LLP prior to issuance and will give due consideration in respect of such comments;
- (s) if required by Applicable Securities Laws, any News Releases announcing or otherwise referring to the Offerings shall comply with the requirements of the *U.S. Securities Act* and shall include an appropriate notation as follows: **"Not for distribution to U.S. news wire services or dissemination in the United States."**;
- (t) each of the Issuers will, during the period from the date hereof until the completion of the Proposed Business Combination, advise the Agents, promptly after receiving notice or obtaining knowledge thereof, of:
 - (i) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Issuer that has been issued by any Securities Regulator or of any proceedings that have been instituted, threatened or contemplated, for any such purposes; or

- (ii) any request of any Securities Regulator for any information, or the receipt by it of any communication from any Securities Regulator or any other competent authority relating to it or which may be relevant to the distribution of the applicable Subscription Receipts, conversion thereof, or the completion of the Proposed Business Combination,

and will use its commercially reasonable efforts to prevent the issuance of any order referred to in Subsection (i), or, if any such order is issued, to obtain the withdrawal thereof as quickly as possible; and

- (u) during the period from the date hereof until the completion of the Offerings and of the Proposed Business Combination, each of the Issuers shall promptly inform the Lead Agents (and if requested by the Lead Agents, confirm such notification in writing) of the full particulars of any breach or potential breach by it of this Article 4.

ARTICLE 5

REPRESENTATIONS AND WARRANTIES OF NUMBERCO

5.1 NumberCo represents and warrants to the Agents and acknowledges that each of them is relying upon such representations and warranties in arranging for purchases of the NumberCo Subscription Receipts and entering into this Agreement, that:

- (a) NumberCo is a corporation duly incorporated and validly existing under the Laws of the Province of British Columbia, has all requisite corporate power and authority and is duly qualified and holds all necessary Permits necessary or required to carry on its business as now conducted and to own, lease or operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up (other than as contemplated as part of the Amalgamation);
- (b) NumberCo has all requisite power and authority to enter into this Agreement, the Subscription Agreements and the NumberCo Subscription Receipt Agreement and to carry out its obligations hereunder and thereunder;
- (c) NumberCo is, in all material respects, conducting its business in compliance with all applicable Laws and Permits of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or carries on business to enable its business to be carried on as now conducted and it has not received a notice of non-compliance, nor knows of, any facts that could give rise to a notice of non-compliance, with any such Laws or Permits, which would have a material adverse effect on NumberCo or the Resulting Issuer;
- (d) NumberCo is not insolvent and is able to meet all of its financial liabilities as they become due and no winding-up, liquidation, dissolution or bankruptcy proceedings have been commenced or are being commenced, and, except in connection with the Proposed Business Combination, no merger, consolidation, business combination, sale of all or substantially all of the assets or sale of the business transactions have been commenced or are being commenced or contemplated by the NumberCo, and NumberCo has no knowledge of any such proceedings or transactions having been commenced or being contemplated in respect of NumberCo by any other party;
- (e) NumberCo is not a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of NumberCo to compete in any line of business, transfer or move any of its assets or operations or which

would have a material adverse effect on NumberCo or the Resulting Issuer upon, or following, the closing of the Proposed Business Combination;

- (f) other than in connection with the Offerings and the Proposed Business Combination, no person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of NumberCo;
- (g) the NumberCo Subscription Receipts and the NumberCo Shares upon issuance will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by NumberCo;
- (h) the execution and delivery of the Transaction Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of NumberCo and upon the execution and delivery thereof shall constitute valid and binding obligations of NumberCo, enforceable against NumberCo in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability may be limited by applicable laws;
- (i) all necessary corporate action has been taken or will have been taken prior to the Closing Time by NumberCo so as to validly create, authorize, issue or sell the NumberCo Subscription Receipts, whether in certificated form or by way of electronic deposit, in accordance with the NumberCo Subscription Receipt Agreement;
- (j) the NumberCo Shares issuable pursuant to the automatic exchange of the NumberCo Subscription Receipts upon the receipt by the Subscription Receipt Agent of the Release Notice will, when issued, be duly issued in accordance with the terms of the NumberCo Subscription Receipt Agreement and such NumberCo Shares, when issued, shall be duly issued as fully paid and non-assessable common shares in the capital of NumberCo;
- (k) all Permits or filings as may be required under Applicable Securities Laws necessary for:
 - (i) the execution and delivery of the Transaction Documents;
 - (ii) the creation, issuance, sale and delivery, as applicable, of the NumberCo Subscription Receipts and the NumberCo Shares; and
 - (iii) the consummation of the transactions contemplated in this Agreement and the Amalgamation Agreement,have been made or obtained, as applicable, other than:
 - (iv) filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws, other than customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws; and
 - (v) those contemplated in connection with the Proposed Business Combination and will be satisfied prior to the closing of the Proposed

Business Combination in accordance with the terms of the Amalgamation Agreement;

- (l) NumberCo is not aware of any facts or circumstances that would cause it to believe that the Escrow Release Conditions will not be satisfied prior to the Escrow Release Deadline, and NumberCo will use its commercially reasonable efforts to satisfy or caused to be satisfied the Escrow Release Conditions prior to the Escrow Release Deadline;
- (m) the Subscription Receipt Agent, at its principal office in Vancouver, British Columbia, has been appointed as the subscription receipt agent for the NumberCo Subscription Receipts;
- (n) upon the receipt by the Subscription Receipt Agent of the Release Notice, other than the Issuers, the Agents, and the Subscription Receipt Agent, in accordance with the NumberCo Subscription Receipt Agreement, there is no person that is or will be entitled to demand the Escrowed Proceeds;
- (o) the attributes of the NumberCo Subscription Receipts conform in all material respects with the description thereof in the Subscription Agreements, the NumberCo Subscription Receipt Agreement and this Agreement;
- (p) the execution and delivery of the Amalgamation Agreement has been authorized by all necessary corporate action of NumberCo and such agreements constitute valid and binding obligations of NumberCo, enforceable against NumberCo in accordance with their terms;
- (q) no order prohibiting the Proposed Business Combination or the sale or issuance, as applicable, of the NumberCo Subscription Receipts or the NumberCo Shares has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of NumberCo, contemplated or threatened by any regulatory authority;
- (r) all of the Material Agreements and Debt Instruments of NumberCo are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof;
- (s) NumberCo is not in breach or default of, and the execution and delivery of the Transaction Documents and the performance by NumberCo of its obligations hereunder or thereunder, the issuance, sale and delivery of the NumberCo Subscription Receipts and the issuance and delivery of the NumberCo Shares and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both):
 - (i) the BCBCA or Applicable Securities Laws;
 - (ii) the constating documents, articles or resolutions of NumberCo which are in effect at the date hereof;
 - (iii) any Material Agreement or Debt Instrument of NumberCo; or
 - (iv) any judgment, decree or order binding NumberCo or the properties or assets of NumberCo;
- (t) there are no actions, suits, proceedings or investigations (whether or not purportedly by or on behalf of NumberCo) currently outstanding relating to NumberCo or to which their assets are subject, threatened or pending, at law or in equity (whether in any court,

arbitration or similar tribunal) or before or by any Governmental Entity which individually or in the aggregate would be expected to have a material adverse effect on NumberCo or the Resulting Issuer;

- (u) there are no judgments or orders against NumberCo which are unsatisfied, nor are there any consent decrees or injunctions to which NumberCo is subject which individually or in the aggregate would be expected to have a material adverse effect on NumberCo or the Resulting Issuer;
- (v) NumberCo is not aware, based on its due diligence to date, of any fact or circumstance which would be likely to have a material adverse effect on Getty, NumberCo or the Resulting Issuer;
- (w) since NumberCo's date of incorporation, other than in connection with the Proposed Business Combination as contemplated by the Amalgamation Agreement:
 - (i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of NumberCo;
 - (ii) there has not been any material change in the capital stock or long-term debt of NumberCo; and
 - (iii) NumberCo has carried on its business in the ordinary course;
- (x) there are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities or other relationships of NumberCo with unconsolidated entities or other persons which are required to be disclosed or that could reasonably be expected to have a material adverse effect on NumberCo or the Resulting Issuer;
- (y) NumberCo does not have any liabilities, arrangements, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, other than liabilities or obligations which would not have a material adverse effect on NumberCo or the Resulting Issuer;
- (z) NumberCo maintains a system of internal accounting controls sufficient to provide reasonable assurance that:
 - (i) transactions are executed in accordance with management's general or specific authorizations;
 - (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability;
 - (iii) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;
- (za) there has been no change in accounting policies or practices of NumberCo since its date of incorporation, other than the adoption of certain additional accounting policies in accordance with IFRS;

- (bb) the auditors of NumberCo are independent public accountants as required by the Applicable Securities Laws and there has not been any "reportable event" (within the meaning of NI 51-102) with respect to the present auditor or any former auditor of NumberCo;
- (cc) other than the Amalgamation Agreement and in respect of the acquisition of the NumberCo Property, NumberCo has not approved, entered into any agreement in respect of, or has knowledge of:
 - (i) the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by NumberCo whether by asset sale, transfer of shares, or otherwise;
 - (ii) any change of control (by sale or transfer of common shares or sale of all or substantially all assets, as the case may be) of NumberCo; or
 - (iii) any proposed or planned disposition of NumberCo Shares, as applicable, held by any shareholder who owns, directly or indirectly, 5% or more of the outstanding NumberCo Shares;
- (dd) all taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by NumberCo have been paid, except where the failure to do so would not reasonably be expected to give rise to a material adverse effect on, or result in an adverse material change to, NumberCo or the Resulting Issuer;
- (ee) all tax returns, declarations and filings required to be filed by NumberCo have been timely filed with all appropriate Governmental Entities and no material fact or facts have been omitted therefrom which would make any of them misleading;
- (ff) to the best of the knowledge of NumberCo, no examination of any tax return of NumberCo is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by NumberCo, except where such examinations, issues or disputes, individually or collectively, would not reasonably be expected to have a material adverse effect on, or result in an adverse material change to, NumberCo or the Resulting Issuer;
- (gg) neither NumberCo nor, to the knowledge of NumberCo, any director, officer, employee, consultant, representative or agent of NumberCo has:
 - (i) violated any anti-bribery or anti-corruption laws applicable to NumberCo, including but not limited to the *Corruption of Foreign Public Officials Act* (Canada);
 - (ii) offered, gave, authorized or promised to give money or anything of value that goes beyond what is reasonable, customary and of modest value:
 - (A) to any Government Official, whether directly or indirectly, for the purpose of influencing any act or decision of a Government Official in violation of his or her lawful duties, securing any improper advantage, influencing or affecting any act or decision of any

Governmental Entity, or assisting NumberCo in obtaining, retaining business for or with any person; or

- (B) to any person in a manner which would have the purpose or effect of bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage;
 - (iii) conducted or initiated any review, audit, or internal investigation that concluded NumberCo, or any director, officer, employee, consultant, representative or agent thereof violated such laws or committed any material wrongdoing; or
 - (iv) made any disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice from any person alleging noncompliance with any such laws;
- (hh) the operations of NumberCo are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the Money Laundering Laws and no action, suit or proceeding by or before any court or Governmental Entity involving NumberCo with respect to the Money Laundering Laws is pending or, to the knowledge of NumberCo, threatened;
- (ii) to the knowledge of NumberCo, none of the directors or officers of NumberCo are now, or have ever been:
 - (i) subject to an order or ruling of any Securities Regulator prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange; or
 - (ii) subject to an order preventing, ceasing or suspending trading in any securities of NumberCo or any other public company;
- (jj) other than the Agents (or any members of their selling group) pursuant to this Agreement, there is no person acting or purporting to act at the request of NumberCo who are entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offerings, the Proposed Business Combination or transactions contemplated herein or therein;
- (kk) the responses provided by NumberCo at the Due Diligence Session were true and correct in all material respects as at the time such responses are given and such responses taken as a whole did not omit any material fact necessary to make any such responses not misleading in light of the circumstances in which such responses were given;
- (ll) other than in connection with the Proposed Business Combination, NumberCo is not party to any agreement, nor is NumberCo aware of any agreement, which in any manner affects the voting control of any of the securities of NumberCo;
- (mm) the minute books and records of NumberCo are true, complete, correct and up to date in all material respects;
- (nn) all of the minute books and all of the records of NumberCo contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects;

- (oo) the authorized capital of NumberCo consists of:
 - (i) an unlimited number of NumberCo Shares of which there are 65,000,000 paid and non-assessable NumberCo Shares issued and outstanding;
 - (ii) 6,500,000 outstanding options to purchase NumberCo Shares, each exercisable at an exercise price of \$0.05 to acquire one NumberCo Share; and
 - (iii) 2,000,000 outstanding NumberCo Share purchase warrants, each exercisable at an exercise price of \$0.075 to acquire one NumberCo Share;
- (pp) NumberCo does not have any subsidiary and NumberCo does not beneficially own or exercise control or direction over, securities of any other person;
- (qq) the NumberCo Property is the only project material to NumberCo as determined in accordance with Applicable Securities Laws;
- (rr) NumberCo has all the rights in respect of the NumberCo Property free and clear of Liens other than Permitted Encumbrances and as will be disclosed in a technical report to be furnished by NumberCo and filed on SEDAR+;
- (ss) except for the Permitted Encumbrances and as will be disclosed in a technical report to be furnished by NumberCo and filed on SEDAR+:
 - (i) NumberCo is the absolute legal and beneficial owner of the NumberCo Property under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit NumberCo to access and explore for the mineral deposits, ore bodies and mineral inventories relating thereto as is currently conducted or anticipated to be conducted;
 - (ii) NumberCo's rights with regards to the NumberCo Property have been validly registered and recorded in accordance with all applicable Laws and are in good standing, are valid and enforceable, are free and clear of any material Liens or charges and no material royalty is payable in respect of any of them other than the 2% net smelter royalty as disclosed to the Agents;
 - (iii) NumberCo has all necessary property rights, surface or access rights, water rights, rights of way, ingress and egress rights and other necessary rights and interests relating to the NumberCo Property as are required to carry out NumberCo's planned business activities, including without limitation the exploration of the NumberCo Property, and there are no material restrictions on the ability of NumberCo to use, transfer, access, explore or otherwise exploit any such property rights; and
 - (iv) NumberCo is the holder of all the right necessary to access and carry on all current and proposed activities of NumberCo and such rights cover the areas required for such purposes;
- (tt) NumberCo maintains good relationships with the communities and persons affected by or located near the NumberCo Property in all material respects, and there are no material complaints, issues, proceedings, or discussions, which are ongoing or reasonably

anticipated by NumberCo which could have the effect of interfering, delaying or impairing the ability of NumberCo to develop and operate the NumberCo Property;

- (uu) NumberCo maintains a good working relationship with all Governmental Entities in the jurisdictions in which the NumberCo Property is located, or in which it otherwise carries on its business or operations;
- (vv) to the knowledge NumberCo, there exists no condition or state of fact or circumstances in respect of the relationships described in Subsections (tt) and (uu), that would prevent NumberCo from conducting its business and all activities in connection with the NumberCo Property as currently conducted or proposed to be conducted and there exists no actual or, to the knowledge of NumberCo, threatened termination, limitation, modification or material change in NumberCo's working relationship with such Governmental Entities, except where such condition or state of fact or circumstances would not reasonably be expected, on an individual or aggregate basis, to have a material adverse effect on NumberCo or the Resulting Issuer;
- (ww) neither the NumberCo Property nor any mining rights held by NumberCo, has been taken, revoked, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given commenced or threatened or is pending, nor does NumberCo have any knowledge of the intent or proposal to give any such notice or commence any such proceeding;
- (xx) there are no expropriations or similar proceedings or any material challenges to title or ownership, actual or threatened, of which NumberCo has received notice against the mining claims or the mining rights of NumberCo or any part thereof;
- (yy) all mineral exploration activities on the properties of NumberCo have been conducted in accordance with good mining and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with;
- (zz) NumberCo:
 - (i) and its property, including in respect to the NumberCo Property, and any operations thereof complies in all material respects with all applicable Environmental Laws;
 - (ii) has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect, NumberCo or the NumberCo Property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, NumberCo is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and neither NumberCo, the NumberCo Property nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Entity 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 Entity;
 - (iii) does not store any hazardous or toxic waste or substance on the NumberCo Property, thereof and has not disposed of any hazardous or toxic waste, in each case in a manner contrary to any Environmental Laws,

and there are not any Contaminants on any of the premises at which NumberCo carries on business, in each case other than in compliance with Environmental Laws; and

- (iv) is not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment or non-compliance with Environmental Law;
 - (aaa) NumberCo is not (i) party to any arrangement or understanding with an indigenous band, community or group in relation to the environment or development of communities in the vicinity of the NumberCo Property; (ii) are or has been engaged or involved in any disputes, discussions or negotiations with any indigenous band, community or group; and (iii) has received notice of any claim, either from an indigenous band, community or group or any Governmental Entity, indicating that either NumberCo, the NumberCo Property or any part thereof or any predecessors in title to the NumberCo Property has in any way infringed upon or has an adverse effect on any indigenous rights or interests;
 - (bbb) there are no material claims or actions with respect to indigenous rights currently threatened or pending in respect of, the NumberCo Property. NumberCo is not aware of any material land entitlement claims or indigenous land claims having been asserted or any legal actions relating to indigenous or community issues having been instituted in respect of, the NumberCo Property, and no material dispute in respect of, the NumberCo Property, with any local or indigenous communities exists or is threatened or imminent in respect of the NumberCo Property, or any activities on either such property;
 - (ccc) the information contained in, related to or derived from the NumberCo Technical Report is based on or derived from sources that NumberCo reasonably believes to be reliable and accurate in all material respects and represent a good faith estimate that is made on the basis of data derived from such sources, and NumberCo has obtained the written consent to the use of such data from such sources to the extent required;
 - (ddd) The NumberCo Technical Report remains current as at the date hereof. The NumberCo Technical Report complies in all material respects with the requirements of NI 43-101 and there is no new scientific or technical information concerning the NumberCo Property since the date thereof that would require a new technical report in respect of the NumberCo Property to be issued under NI 43-101.
 - (eee) to the knowledge of NumberCo, the audited financial statements of NumberCo as well as any other financial statements to be prepared in connection with the Proposed Business Combination, will contain no misrepresentations, will present fairly, in all material respects, the financial position of NumberCo for the periods then ended and will be prepared in accordance with IFRS, applied on a consistent basis throughout the periods involved; and
 - (fff) NumberCo is not aware of any legislation, regulation or change in government position which is currently contemplated by a legislative body or Governmental Entity and not yet published, which it anticipates will materially and adversely affect the business (as currently carried on), affairs, operations, assets, liabilities (contingent or otherwise) of NumberCo.
- 5.2 All information which has been prepared by NumberCo relating to the Proposed Business Combination or the NumberCo Offering, and provided to the Agents including all financial, marketing, sales and operational information provided to the Agents is, as of the date of such information, true and correct in all material respects.

ARTICLE 6
REPRESENTATIONS AND WARRANTIES OF GETTY

- 6.1 Getty represents and warrants to the Agents and acknowledges that each of them is relying upon such representations and warranties in arranging for purchases of the Getty Subscription Receipts and entering into this Agreement, that:
- (a) Getty is a corporation duly incorporated and validly existing under the federal laws of Canada, has all requisite corporate power and authority and is duly qualified and holds all necessary Permits necessary or required to carry on its business as now conducted and to own, lease or operate its properties and assets and no steps or proceedings have been taken by any person, voluntary or otherwise, requiring or authorizing its dissolution or winding up (other than as contemplated as part of the Proposed Business Combination);
 - (b) Getty has all requisite power and authority to enter into this Agreement, the Subscription Agreements and the Getty Subscription Receipt Agreement and to carry out its obligations hereunder and thereunder;
 - (c) Getty and the Material Getty Subsidiaries are, in all material respects, conducting its businesses in compliance with all applicable Laws and Permits of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or carries on business to enable its business to be carried on as now conducted and it has not received a notice of non-compliance, nor knows of, any facts that could give rise to a notice of non-compliance, with any such Laws or Permits, which would have a material adverse effect on Getty or any of the Material Getty Subsidiaries;
 - (d) Getty is not insolvent and is able to meet all of its financial liabilities as they become due and no winding-up, liquidation, dissolution or bankruptcy proceedings have been commenced or are being commenced, and, except in connection with the Proposed Business Combination, no merger, consolidation, business combination, sale of all or substantially all of the assets or sale of the business transactions have been commenced or are being commenced or contemplated by Getty, and Getty has no knowledge of any such proceedings or transactions having been commenced or being contemplated in respect of Getty by any other party;
 - (e) Getty is not party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of Getty to compete in any line of business, transfer or move any of its assets or operations or which would have a material adverse effect on Getty upon, or following, the closing of the Proposed Business Combination;
 - (f) other than Getty options and Getty warrants that have already been issued, and the securities in connection with the Offerings and the Proposed Business Combination, no person has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of Getty, and the Getty Subscription Receipts and the Getty Shares upon issuance will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by Getty;
 - (g) the execution and delivery of the Transaction Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of Getty and upon the execution and delivery thereof shall constitute valid and binding obligations of Getty, enforceable against Getty in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy,

insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability may be limited by applicable laws;

- (h) all necessary corporate action has been taken or will have been taken prior to the Closing Time by Getty so as to validly create, authorize, issue or sell the Getty Subscription Receipts, whether in certificated form or by way of electronic deposit, in accordance with the Getty Subscription Receipt Agreement;
- (i) the Getty Shares issuable pursuant to the automatic exchange of the Getty Subscription Receipts upon the receipt by the Subscription Receipt Agent of the Release Notice will, when issued, be duly issued in accordance with the terms of the Getty Subscription Receipt Agreement and such Getty Shares, when issued, shall be duly issued as fully paid and non-assessable common shares in the capital of Getty;
- (j) all Permits or filings as may be required under Applicable Securities Laws necessary for:
 - (i) the execution and delivery of the Transaction Documents;
 - (ii) the creation, issuance, sale and delivery, as applicable, of the Getty Subscription Receipts and the Getty Shares; and
 - (iii) the consummation of the transactions contemplated in this Agreement and the Amalgamation Agreement,

have been made or obtained, as applicable, other than:

- (iv) filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws, other than customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws; and
 - (v) those contemplated in connection with the Proposed Business Combination and will be satisfied prior to the closing of the Proposed Business Combination in accordance with the terms of the Amalgamation Agreement;
- (k) Getty is not aware of any facts or circumstances that would cause it to believe that the Escrow Release Conditions will not be satisfied prior to the Escrow Release Deadline, and Getty will use its commercially reasonable efforts to satisfy or caused to be satisfied the Escrow Release Conditions prior to the Escrow Release Deadline;
- (l) the Subscription Receipt Agent, at its principal office in Vancouver, British Columbia, has been appointed as the subscription receipt agent for the Getty Subscription Receipts;
- (m) upon the receipt by the Subscription Receipt Agent of the Release Notice, other than the Issuers, the Agents, and the Subscription Receipt Agent, in accordance with the Getty Subscription Receipt Agreement, there is no person that is or will be entitled to demand the Escrowed Proceeds;
- (n) the attributes of the Getty Subscription Receipts conform in all material respects with the description thereof in the Subscription Agreements, the Getty Subscription Receipt Agreement and this Agreement;

- (o) the execution and delivery of the Amalgamation Agreement, and the performance of the Amalgamation as contemplated thereunder will be authorized by all necessary corporate action of Getty and such agreements will constitute valid and binding obligations of Getty, enforceable against Getty in accordance with their terms;
- (p) no order prohibiting the Proposed Business Combination or the sale or issuance, as applicable, of the Getty Subscription Receipts or the Getty Shares has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of Getty, contemplated or threatened by any regulatory authority;
- (q) all of the Material Agreements and Debt Instruments of Getty are valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof;
- (r) Getty is not in breach or default of, and the execution and delivery of the Transaction Documents and the performance by Getty of its obligations hereunder or thereunder, the issuance, sale and delivery of the Getty Subscription Receipts and the issuance and delivery of the Getty Shares and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under (whether after notice or lapse of time or both):
 - (i) the CBCA or Applicable Securities Laws;
 - (ii) the constating documents, articles or resolutions of Getty or any of the Material Getty Subsidiaries which are in effect at the date hereof;
 - (iii) any Material Agreement or Debt Instrument of Getty; or
 - (iv) any judgment, decree or order binding Getty or the properties or assets of Getty;
- (s) to the knowledge of Getty, there are no actions, suits, proceedings or investigations (whether or not purportedly by or on behalf of Getty) currently outstanding relating to Getty or to which its assets are subject, threatened or pending, at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity which individually or in the aggregate would be expected to have a material adverse effect on Getty;
- (t) there are no judgments or orders against Getty which are unsatisfied, nor are there any consent decrees or injunctions to which Getty is subject which individually or in the aggregate would be expected to have a material adverse effect on Getty;
- (u) Getty is not aware, based on its due diligence to date, of any fact or circumstance which would be likely to have a material adverse effect on Getty or NumberCo;
- (v) since 2023 and other than in connection with the Proposed Business Combination contemplated by the Amalgamation Agreement and as disclosed in the Getty Public Record:
 - (i) there has not been any material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of Getty;

- (ii) there has not been any material change in the capital stock or long-term debt of Getty; and
 - (iii) Getty has carried on its business in the ordinary course;
- (w) there are no material off-balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities or other relationships of Getty with unconsolidated entities or other persons which are required to be disclosed or that could reasonably be expected to have a material adverse effect on Getty;
- (x) Getty does not have any liabilities, arrangements, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, other than liabilities or obligations which would not have a material adverse effect on Getty;
- (y) Getty maintains a system of internal accounting controls sufficient to provide reasonable assurance that:
 - (i) transactions are executed in accordance with management's general or specific authorizations;
 - (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with IFRS and to maintain asset accountability;
 - (iii) access to assets is permitted only in accordance with management's general or specific authorization; and
 - (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;
- (z) there has been no change in accounting policies or practices of Getty other than the adoption of certain additional accounting policies in accordance with IFRS;
- (aa) the auditors of Getty are independent public accountants as required by the Applicable Securities Laws and there has not been any "reportable event" (within the meaning of NI 51-102) with respect to the present auditor or any former auditor of Getty;
- (bb) other than the Amalgamation Agreement, Getty has not approved, entered into any agreement in respect of, or has knowledge of:
 - (i) the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by Getty or any Material Subsidiary, whether by asset sale, transfer of shares, or otherwise;
 - (ii) any change of control (by sale or transfer of common shares or sale of all or substantially all assets, as the case may be) of Getty or any Material Subsidiary; or
 - (iii) any proposed or planned disposition of Getty Shares, as applicable, held by any shareholder who owns, directly or indirectly, 5% or more of the outstanding Getty Shares;

- (cc) all Taxes due and payable by Getty have been paid, except where the failure to do so would not reasonably be expected to give rise to a material adverse effect on, or result in an adverse material change to, Getty;
- (dd) all tax returns, declarations and filings required to be filed by Getty have been timely filed with all appropriate Governmental Entities and no material fact or facts have been omitted therefrom which would make any of them misleading;
- (ee) to the best of the knowledge of Getty, no examination of any tax return of Getty is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes that have been paid, or may be payable, by Getty, except where such examinations, issues or disputes, individually or collectively, would not reasonably be expected to have a material adverse effect on, or result in an adverse material change to, Getty;
- (ff) neither Getty nor, to the knowledge of Getty, any director, officer, employee, consultant, representative or agent of Getty has:
 - (i) violated any anti-bribery or anti-corruption laws applicable to Getty, including but not limited to the *Corruption of Foreign Public Officials Act* (Canada);
 - (ii) offered, gave, authorized or promised to give money or anything of value that goes beyond what is reasonable, customary and of modest value:
 - (A) to any Government Official, whether directly or indirectly, for the purpose of influencing any act or decision of a Government Official in violation of his or her lawful duties, securing any improper advantage, influencing or affecting any act or decision of any Governmental Entity, or assisting Getty in obtaining, retaining business for or with any person; or
 - (B) to any person in a manner which would have the purpose or effect of bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage;
 - (iii) conducted or initiated any review, audit, or internal investigation that concluded Getty, or any director, officer, employee, consultant, representative or agent thereof violated such laws or committed any material wrongdoing; or
 - (iv) made any disclosure to any Governmental Entity responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice from any person alleging noncompliance with any such laws;
- (gg) The operations of Getty and the Material Getty Subsidiaries are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the Money Laundering Laws and no action, suit or proceeding by or before any court or Governmental Entity involving Getty or the Material Getty Subsidiaries with respect to the Money Laundering Laws is pending or, to the knowledge of Getty, threatened;

- (hh) to the knowledge of Getty, none of the directors or officers of Getty or any of the Material Getty Subsidiaries are now, or have ever been:
 - (i) subject to an order or ruling of any Securities Regulator prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange; or
 - (ii) subject to an order preventing, ceasing or suspending trading in any securities of Getty or any other public company;
- (ii) other than the Agents (or any members of their selling group) pursuant to this Agreement, there is no person acting or purporting to act at the request of Getty who are entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offerings, the Proposed Business Combination or transactions contemplated herein or therein;
- (jj) the responses provided by Getty at the Due Diligence Session were true and correct in all material respects as at the time such responses are given and such responses taken as a whole did not omit any material fact necessary to make any such responses not misleading in light of the circumstances in which such responses were given;
- (kk) other than in connection with the Proposed Business Combination, Getty is not party to any agreement, nor is Getty aware of any agreement, which in any manner affects the voting control of any of the securities of Getty;
- (ll) the minute books and records of Getty are true, complete, correct and up to date in all material respects;
- (mm) all of the minute books and all of the records of Getty contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects;
- (nn) Getty's currently issued and outstanding Getty Shares are listed and posted for trading on the TSXV and no order ceasing or suspending trading in such shares has been issued and to the best knowledge of Getty, no proceedings, actions, inquiries, or investigations for such purpose has been threatened or are pending, except in respect of a halt in trading of its shares required by the policies of the TSXV in connection with the Proposed Business Combination;
- (oo) the authorized capital of:
 - (i) Getty consists of:
 - (A) an unlimited number of Getty Shares, of which, as of the close of business on December 3, 2025, there were 166,389,205 fully paid and non-assessable shares Getty Shares;
 - (B) 5,837,110 Getty options with each option exercisable to one Getty Share and 30,350,000 Getty warrants with each warrant exercisable to acquire one Getty Share; and
 - (ii) Subco consists of an unlimited number of common shares of which, as of the close of business on December 3, 2025, there was one fully paid and non-assessable common share in the capital of Subco;
- (pp) Getty has no subsidiaries other than the Material Getty Subsidiaries. Each of the Material Getty Subsidiaries is validly subsisting under its respective governing law, is current and

up to date with all material corporate filings required to be made by it and has all requisite corporate capacity, power and authority and is qualified or authorized to carry on its business as now conducted and to own or lease and operate its property and assets in all jurisdictions where such qualification or authorization is required. All of the issued and outstanding shares in the capital of each Material Getty Subsidiary have been duly authorized and validly issued, are fully paid and are directly or indirectly beneficially owned by the Corporation, free and clear of any liens. There exist no options, warrants, purchase rights, or other contracts or commitments that could require the Corporation to, directly or indirectly, sell, transfer or otherwise dispose of any capital stock of any Material Getty Subsidiary, other than as otherwise disclosed in the Getty Public Record. No act or proceeding has been taken by or against any Material Getty Subsidiary in connection with their liquidation, winding-up or bankruptcy;

- (qq) Getty is the registered and beneficial owner of all of the issued and outstanding shares of the Material Getty Subsidiaries, free and clear of all Encumbrances or adverse interests whatsoever;
- (rr) the Material Getty Subsidiaries have been duly incorporated and organized and are validly existing as a company in good standing under the BCBCA;
- (ss) Getty has not taken any action which would be reasonably expected to result in the delisting or suspension of its shares on or from the TSXV except as may result from the completion of the Proposed Business Combination, and Getty is currently in compliance with the rules and policies of the TSXV in all material respects;
- (tt) Getty is a “reporting issuer”, not included in a list of defaulting reporting issuers maintained by the Canadian Securities Regulators in the provinces of British Columbia, Ontario and Alberta, and in particular, without limiting the foregoing, Getty has in all material respects complied with its obligations to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to Getty which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the Canadian Securities Regulators in the provinces of British Columbia, Ontario and Alberta;
- (uu) all previous material transactions completed by Getty have been fully and properly disclosed in the Getty Public Record, were completed in compliance with all applicable corporate and securities laws and all necessary corporate and regulatory Permits and filings required in connection therewith were obtained and complied with;
- (vv) the Getty Financial Statements contain no misrepresentations, present fairly, in all material respects, the financial position of Getty for the periods then ended and have been prepared in accordance with IFRS, applied on a consistent basis throughout the periods involved;
- (ww) Getty has not filed any confidential material change reports or similar confidential report with any Canadian Securities Regulators that are still maintained on a confidential basis;
- (xx) Since 2023, there has not been a “reportable event” (within the meaning of NI 51-102) between Getty and the present or former auditors of Getty and the present auditors of Getty have not provided any material comments or recommendations to Getty regarding its accounting policies, internal control systems or other accounting or financial practices that have not been implemented by Getty;
- (yy) Getty is in compliance in all material respects with its continuous disclosure obligations under Applicable Securities Laws and, without limiting the generality of the foregoing, there has not occurred an adverse material change, financial or otherwise, in the assets,

liabilities (contingent or otherwise), business, financial condition or capital of Getty which has not been publicly disclosed;

- (zz) the Getty Properties are the only properties which are material to Getty for the purposes of NI 43-101. The legal opinions delivered pursuant to subsection 7.1(f) hereof provide an opinion on all of the mineral claims and mining concessions that comprise the Getty Properties.
- (aaa) all material property interests of Getty and each Material Getty Subsidiary, including Getty's and any Material Getty Subsidiary's interests in respect of the Getty Properties, are described in the Getty Public Record and all such interests are legally or beneficially owned or held by Getty or a Material Getty Subsidiary with good and marketable title, free of any material mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands, other than those described in the Getty Public Record. Other than as disclosed in the Getty Public Record, (i) no other property rights are necessary for the conduct of the business of Getty or any Material Getty Subsidiary as currently conducted; (ii) Getty and each Material Getty Subsidiary do not know of any claim or the basis for any claim that might or could adversely affect the right thereof to use, transfer or otherwise exploit such property rights or its exploration of the Getty Properties in a material way; and (iii) Getty and each Material Getty Subsidiary do 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;
- (bbb) Getty or the Material Getty Subsidiaries hold, directly or indirectly, either freehold title, mining leases, mining concessions or licences or participating interests or other conventional property, proprietary or contractual interests or rights, recognized in the jurisdiction in which a particular property is located, in respect of the ore bodies and minerals located in properties in which Getty or any Material Getty Subsidiary has an interest as described in the Getty Public Record under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit Getty and each Material Getty Subsidiary to explore for minerals relating thereto to the extent described in the Getty Public Record. All property, concessions, leases, claims or licences in respect of the Getty Properties have been validly located and recorded in accordance with all applicable laws and are valid and subsisting. Getty or a Material Getty Subsidiary has all necessary surface rights, access rights and other necessary rights and interests relating to the Getty Properties granting Getty or the Material Getty Subsidiary, as applicable, the right and ability to explore for minerals, ore and metals for development purposes as are appropriate in view of the rights and interest therein of Getty or a Material Getty Subsidiary, as applicable, in the manner currently contemplated, with only such exceptions as do not materially interfere with the use made by Getty or a Material Getty Subsidiary, as applicable, of the rights or interests so held and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto referred to above is currently in good standing;
- (ccc) any and all of the agreements and other documents and instruments related to the Getty Properties, pursuant to which Getty or a Material Getty Subsidiary holds, directly or indirectly, the property and assets thereof (including any interest in, or right to earn an interest in, any property), are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with terms thereof. Getty and each Material Getty Subsidiary are not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated. All agreements and other documents and instruments related to the Getty Properties, pursuant to which Getty or a Material Getty Subsidiary holds, directly or indirectly, the property and assets thereof (including any interest in, or right to earn an interest in, any property), are in good standing and there has

been no material default under any such agreement and all taxes required to be paid with respect to such properties and assets to the date hereof have been paid;

- (ddd) neither the Getty Properties nor any mining rights held by Getty or the Material Getty Subsidiaries, has been taken, revoked, condemned or expropriated by any Governmental Entity nor has any written notice or proceeding in respect thereof been given commenced or threatened or is pending, nor do Getty or the Material Getty Subsidiaries have any knowledge of the intent or proposal to give any such notice or commence any such proceeding;
- (eee) there are no expropriations or similar proceedings or any material challenges to title or ownership, actual or threatened, of which Getty or the Material Getty Subsidiaries have received notice against the mining claims or the mining rights of Getty or the Material Getty Subsidiaries or any part thereof;
- (fff) all mineral exploration activities on the properties of Getty or the Material Getty Subsidiaries has been conducted in accordance with good mining and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with;
- (ggg) Getty and each Material Getty Subsidiary are not in default of any material term, covenant or condition under or in respect of any judgement, order, agreement or instrument to which they are a party or to which they 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, including the Amalgamation Agreement, to which Getty or a Material Getty Subsidiary, as applicable, is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any amount owing thereunder or which could have a material adverse effect upon the condition (financial or otherwise), capital, property, assets, operations or business of Getty or any Material Getty Subsidiary;
- (hhh) Getty and each Material Getty Subsidiary:
 - (i) and their respective property, including in respect to the Getty Properties, and any operations thereof complies in all material respects with all applicable Environmental;
 - (ii) has not received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or which may affect, Getty, any Material Getty Subsidiary or the Getty Properties, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, Getty is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and neither Getty or the Material Getty Subsidiaries nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Entity 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 Entity;
 - (iii) does not store any hazardous or toxic waste or substance on the Getty Properties, thereof and has not disposed of any hazardous or toxic waste,

in each case in a manner contrary to any Environmental Laws, and there are not any Contaminants on any of the premises at which Getty or any Material Getty Subsidiary carries on business, in each case other than in compliance with Environmental Laws; and

- (iv) is not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment or non-compliance with Environmental Law;
- (iii) neither Getty nor the Material Getty Subsidiaries (i) are parties to any arrangement or understanding with an indigenous band, community or group in relation to the environment or development of communities in the vicinity of the Getty Properties; (ii) are or have been engaged or involved in any disputes, discussions or negotiations with any indigenous band, community or group; and (iii) have received notice of any claim, either from an indigenous band, community or group or any Governmental Entity, indicating that either Getty, the Material Getty Subsidiaries, the Getty Properties or any part thereof or any predecessors in title to the Getty Properties has in any way infringed upon or has an adverse effect on any indigenous rights or interests;
- (jjj) there are no material claims or actions with respect to indigenous rights currently threatened or pending in respect of, the Getty Properties. Getty and the Material Getty Subsidiaries are not aware of any material land entitlement claims or indigenous land claims having been asserted or any legal actions relating to indigenous or community issues having been instituted in respect of, the Getty Properties, and no material dispute in respect of, the Getty Properties, with any local or indigenous communities exists or is threatened or imminent in respect of the Getty Properties, or any activities on either such property;
- (kkk) Getty and the Material Getty Subsidiaries maintain, and Getty and the Material Getty Subsidiaries reasonably expect to maintain, good relationships with the communities and persons affected by or located on the Getty Properties, 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 Getty Properties, and neither Getty nor the Material Getty Subsidiaries anticipate any issues or liabilities to arise on the Getty Properties, in respect of any artisanal mining activity that, respectively, has adversely affected, or would adversely affect, their ability to explore, develop, exploit or otherwise operate the Getty Properties;
- (III) the information contained in, related to or derived from the Getty Technical Report is based on or derived from sources that Getty and the Material Getty Subsidiaries reasonably believe to be reliable and accurate in all material respects and represent a good faith estimate that is made on the basis of data derived from such sources, and Getty and the Material Getty Subsidiaries have obtained the written consent to the use of such data from such sources to the extent required;
- (mmm) Getty is in compliance with the provisions of NI 43-101 and has filed all technical reports in respect of its Getty Properties (and properties in respect of which it has a right to earn an interest) required thereby. The Technical Report remains current as at the date hereof. The Getty Technical Report complies in all material respects with the requirements of NI 43-101 and there is no new scientific or technical information concerning the Getty Properties since the date thereof that would require a new technical report in respect of the Getty Properties to be issued under NI 43-101. The information set forth in the Getty Public Record relating to scientific and technical information, has been prepared in accordance with NI 43-101 and in compliance with the other Applicable Securities Laws;

- (nnn) the information and statements in the Getty Public Record were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR+, do not contain any misrepresentations and no material facts that have been omitted therefrom which would make such information materially misleading; and
 - (ooo) to the knowledge of Getty, as of the date hereof, all insider SEDI filings are up to date with respect to Getty and its current insiders.
- 6.2 All information which has been prepared by Getty relating to the Proposed Business Combination or the Getty Offering, and provided to the Agents including all financial, marketing, sales and operational information provided to the Agents is, as of the date of such information, true and correct in all material respects.

ARTICLE 7

CONDITIONS TO CLOSING

- 7.1 The Agents' obligations under this Agreement shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:
- (a) the board of directors of each of the Issuers, as applicable, will have authorized and approved this Agreement, the Subscription Agreements and the Subscription Receipt Agreements and the sale and issuance of the Subscription Receipts and all matters relating to the foregoing;
 - (b) the Agents shall have received certificates dated the Closing Date from each of the Issuers, signed by their respective Chief Executive Officer or such other senior officer of the applicable entity as may be acceptable to the Agents, acting reasonably, addressed to the Agents and their counsel, with respect to:
 - (i) the constating documents of each respective entity;
 - (ii) all resolutions of each entity's board of directors and the relating to, as applicable, the applicable Offering, this Agreement, the Subscription Agreements and the Subscription Receipt Agreements; and
 - (iii) the incumbency and specimen signatures of signing officers of each entity, in the form of a certificate of incumbency and such further certificates and other documentation as may be contemplated in this Agreement or as the Agents or their counsel may reasonably require;
 - (c) the Agents shall have received a certificate of each of the Issuers signed on behalf of such Issuers, but without personal liability, by their respective Chief Executive Officer and Chief Financial Officer or such other senior officers of such Issuers as may be acceptable to the Agents, acting reasonably, addressed to the Agents and their counsel and dated the Closing Date, in form and content satisfactory to the Agents, acting reasonably, certifying that:
 - (i) no order, ruling or determination having the effect of suspending the sale of the Subscription Receipts or any securities of the Issuers has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any regulatory authority;
 - (ii) there has been no adverse material change (actual, proposed or prospective, whether financial or otherwise) in the business, affairs, operations, assets,

liabilities (contingent or otherwise) or capital of any of the Issuers since the incorporation of each to the date of this Agreement;

- (iii) the representations and warranties of the Issuers, on their own behalf and on behalf of their respective subsidiaries, contained in this Agreement are true and correct in all material respects at the Closing Time, with the same force and effect as if made as at the Closing Time; and
 - (iv) the Issuers have complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with or satisfied, other than conditions which have been waived by the Agents, at or prior to, the Closing Time;
- (d) the Agents shall have received favourable legal opinions addressed to the Agents, the Purchasers and Miller Thomson LLP, in form and substance satisfactory to Miller Thomson LLP, dated the Closing Date, from O'Neill Law LLP, counsel to Getty, and where appropriate, local counsel to Getty in the other Selling Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of Getty, with respect to the following matters:
- (i) With respect to Getty:
 - (A) as to the incorporation and subsistence of Getty under the federal laws of Canada and as to Getty having the requisite corporate power and capacity to carry on business and to own, lease and operate properties and assets;
 - (B) as to the authorized and issued capital of Getty;
 - (C) as to the corporate power and authority of Getty to execute, deliver and perform its obligations under the Transaction Documents and to create, issue and sell, as applicable, the Getty Subscription Receipts and the Getty Shares;
 - (D) as to each of the Transaction Documents having been duly authorized, executed and delivered by Getty and constituting a valid and legally binding obligation of Getty enforceable against it in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law;
 - (E) that the execution and delivery of the Transaction Documents, the performance by Getty of its obligations thereunder and the issuance and sale of the Getty Subscription Receipts and the issuance of Getty Shares upon automatic conversion of the Getty Subscription Receipts, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with the constating documents of Getty, any resolutions of the shareholders or directors (including committees of the board of directors) of Getty or any law of general corporate application;

- (F) as to the Getty Subscription Receipts having been duly and validly created and issued by Getty;
- (G) as to the Getty Shares underlying the Getty Subscription Receipts have been authorized, allotted and reserved for issuance;
- (H) upon conversion of the Getty Subscription Receipts, the Getty Shares so issuable will be, validly issued as fully paid and non-assessable shares in the capital of Getty;
- (I) as to the issuance and sale by Getty of the Getty Subscription Receipts to the Purchasers thereof in accordance with the terms of this Agreement being exempt from the prospectus requirements of Applicable Securities Laws in the Selling Jurisdictions and that no documents will be required to be filed, proceedings taken or Permits obtained under the Applicable Securities Laws to permit such issuance and sale; it being noted, however, that Getty will be required to file or cause to be filed with the applicable Canadian Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee within 10 days following the Closing Date;
- (J) as to the issuance and delivery by Getty of the Getty Shares upon the automatic conversion of the Getty Subscription Receipts being exempt from the prospectus and registration requirements of Applicable Securities Laws in the Selling Jurisdictions and that no documents are required to be filed, proceedings taken or Permits obtained under the Applicable Securities Laws (other than such documents, proceedings or Permits as have been filed, made, taken or obtained) to permit such issuance and delivery;
- (K) as to the issuance of the Getty Shares to the former holders of NumberCo in accordance with the terms of the Amalgamation Agreement being exempt from the prospectus requirements of Applicable Securities Laws and that no document is required to be filed, proceedings taken or Permits as have been filed, made, taken or obtained) to permit such issuances;
- (L) as to the first trade by the Purchasers of the Getty Subscription Receipts and the Getty Shares issuable upon automatic conversion of Getty Subscription Receipts is exempt from the prospectus requirements of Applicable Securities Laws and no other documents will be required to be filed, proceedings taken, approvals, permits, consents or authorizations obtained under Securities Laws to permit the first trade of such securities in the Selling Jurisdictions made through a registrant registered in an appropriate category under Applicable Securities Laws who has complied with such Applicable Securities Laws, provided that at the time of such first trade: (i) Getty is and has been a "reporting issuer" (as such term is defined in NI 45-102 in a jurisdiction of Canada for the four months immediately preceding the trade; (ii) at the time of such trade, at least four months have elapsed from the "distribution date" thereof; (iii) the trade is not a "control distribution" (as defined in NI 45-102); (iv) no unusual effort is made to prepare the market or to create a demand for securities that are the subject of the trade; (v) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and (vi) if the selling security holder is an insider or officer of Getty, the selling security holder has no reasonable grounds to believe that Getty is in default of securities

legislation (as such term is defined in National Instrument 14-101 – *Definitions of the Canadian Securities Administrators*);

- (M) the appointment of Computershare Trust Company of Canada, at its principal office in Vancouver, British Columbia, as the duly appointed registrar and transfer agent for the Getty Shares;
 - (N) the appointment of Computershare Trust Company of Canada, at its principal office in Vancouver, British Columbia, as the duly appointed subscription receipt agent under the Subscription Receipt Agreement;
 - (O) on the date of issue, the Getty Subscription Receipts and Getty Shares, as applicable, would be “qualified investments” under the Income Tax Act (Canada) for trusts governed by registered plans; and
 - (P) such other matters as the Agents or their counsel may reasonably request;
- (ii) With respect to Getty Mineral Holdings Ltd.:
- (A) being a corporation existing under the laws of the jurisdiction in which it was incorporated, amalgamated, continued or formed, as the case may be, and having all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets;
 - (B) as to its authorized and issued and outstanding capital; and
 - (C) all of its issued and outstanding shares being registered, directly or indirectly, in the name of the Getty.
- (e) the Agents shall have received favourable legal opinions addressed to the Agents, the Purchasers and Miller Thomson LLP, in form and substance satisfactory to Miller Thomson LLP, dated the Closing Date, from Forooghian + Company Law Corporation, counsel to NumberCo, and where appropriate, local counsel to NumberCo in the other Selling Jurisdictions, which counsel in turn may rely, as to matters of fact, on certificates of public officials and officers of NumberCo, with respect to the following matters:
- (i) as to the incorporation and subsistence of NumberCo under the laws of the Province of British Columbia and as to NumberCo having the requisite corporate power and capacity to carry on business and to own, lease and operate properties and assets;
 - (ii) as to the authorized and issued capital of NumberCo;
 - (iii) as to the corporate power and authority of NumberCo to execute, deliver and perform its obligations under the Transaction Documents and to create, issue and sell, as applicable, the NumberCo Subscription Receipts and the NumberCo Shares;
 - (iv) as to each of the Transaction Documents having been duly authorized, executed and delivered by NumberCo and constituting a valid and legally binding obligation of NumberCo enforceable against it in accordance with their respective terms, except as enforcement thereof may be limited by bankruptcy, insolvency, liquidation, reorganization, moratorium or similar laws affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and the qualification that the enforceability

of rights of indemnity, contribution and waiver and the ability to sever unenforceable terms may be limited by applicable law;

- (v) that the execution and delivery of the Transaction Documents, the performance by NumberCo of its obligations thereunder and the issuance and sale of the NumberCo Subscription Receipts, the issuance of NumberCo Shares upon automatic conversion of the NumberCo Subscription Receipts, and the issuance of Compensation Options to the Agents and NumberCo Shares issuable upon due exercise of the Compensation Options in accordance with the terms of the Compensation Option Certificates, do not and will not result in a breach of or default under, and do not and will not create a state of facts which, after notice or lapse of time or both, will result in a breach of or default under, and do not and will not conflict with the constating documents of NumberCo, any resolutions of the shareholders or directors (including committees of the board of directors) of NumberCo or any law of general corporate application;
- (vi) as to the NumberCo Subscription Receipts and Compensation Options having been duly and validly created and issued by NumberCo;
- (vii) as to the NumberCo Shares underlying the NumberCo Subscription Receipts and the NumberCo Shares that may be issuable upon due exercise of the Compensation Options have been authorized, allotted and reserved for issuance;
- (viii) upon conversion of the NumberCo Subscription Receipts and upon the due exercise of the Compensation Options in accordance with the provisions of the Compensation Option Certificates, the NumberCo Shares so issuable will be, validly issued as fully paid and non-assessable shares in the capital of NumberCo;
- (ix) as to the issuance and sale by NumberCo of the NumberCo Subscription Receipts to the Purchasers thereof in accordance with the terms of this Agreement and the issuance of the Compensation Options being exempt from the prospectus requirements of Applicable Securities Laws in the Selling Jurisdictions and that no documents will be required to be filed, proceedings taken or Permits obtained under the Applicable Securities Laws to permit such issuance and sale; it being noted, however, that NumberCo will be required to file or cause to be filed with the applicable Canadian Securities Regulators, a report on Form 45-106F1 prepared and executed pursuant to NI 45-106, together with the prescribed filing fee within 10 days following the Closing Date;
- (x) as to the issuance and delivery by NumberCo of the NumberCo Shares upon the automatic conversion of the NumberCo Subscription Receipts and the NumberCo Shares that may be issuable upon the due exercise of the Compensation Options:
 - (A) being exempt from the prospectus and registration requirements of Applicable Securities Laws in the Selling Jurisdictions; and
 - (B) that no documents are required to be filed, proceedings taken or Permits obtained under the Applicable Securities Laws (other than such documents, proceedings or Permits as have been filed, made, taken or obtained) to permit such issuance and delivery;
- (xi) the appointment of Computershare Trust Company of Canada, at its principal office in Vancouver, British Columbia, as the duly appointed subscription receipt agent under the Subscription Receipt Agreement; and

- (xii) such other matters as the Agents or their counsel may reasonably request;
- (f) the receipt of a title opinion addressed to the Agents and Miller Thomson LLP in respect of the Getty Properties in form and substance satisfactory to the Agents and Miller Thomson LLP;
- (g) the receipt of a title opinion addressed to the Agents and Miller Thomson LLP in respect of the NumberCo Property in form and substance satisfactory to the Agents and Miller Thomson LLP;
- (h) the receipt of a copy of the Amalgamation Agreement;
- (i) the Agents shall have received a certificate as to the issued and outstanding Getty Shares from Computershare Trust Company of Canada, as transfer agent for the Getty Shares;
- (j) this Agreement, the Subscription Agreements, the Subscription Receipt Agreements and the Compensation Option Certificates shall have been executed and delivered by the parties thereto in form and substance satisfactory to the Agents and their counsel acting reasonably;
- (k) Computershare Trust Company of Canada has been duly appointed as the Subscription Receipt Agent under the Subscription Receipt Agreements;
- (l) the Agents shall have received, at the Closing Time, certificates of status and/or compliance (or the equivalent), for each of the Issuers and the Material Getty Subsidiaries dated no earlier than two Business Days prior to the Closing Date;
- (m) the Agents shall not have exercised any rights of termination set forth in Article 9;
- (n) neither of the Issuers shall be the subject of a cease trading order made by any Canadian Securities Regulator or other competent authority which has not been rescinded;
- (o) the representations and warranties of the Issuers contained herein, and in any certificates of the Issuers delivered pursuant to or in connection with this Agreement, being true and correct in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects) as at the Closing Time, with the same force and effect as if made on and as at the Closing Time, except for such representations and warranties which are in respect of a specific date in which case such representations and warranties shall be true and correct, in all material respects (or, as regards specific representations and warranties if qualified by materiality, in all respects), as of such date, and the Issuers having complied in all material respects with all covenants of this Agreement to be complied with by the Issuers at or prior to the Closing Time; and
- (p) the Agents shall have received at the Closing Time such further certificates and other closing documentation from the Issuers as may be contemplated herein or as the Agents may reasonably require.

ARTICLE 8 CLOSING

- 8.1 The Offerings will be completed at the offices of O'Neill Law LLP and the offices of Forooghian + Company Law Corporation in the City of Vancouver, British Columbia at the Closing Time or such other place, date or time as may be mutually agreed to by the Issuers and the Lead Agents, acting reasonably, provided that, if the Issuers have not been able to comply in any material respect with any of the covenants or conditions set out herein required to be complied with by the Closing Time

or such other date and time as may be mutually agreed to or such covenant or condition has not been waived by the Lead Agents, the respective obligations of the parties will terminate without further liability or obligation except for payment of expenses, indemnity and contribution provided for under Article 10 and Article 11.

- 8.2 At the Closing Time the Issuers shall deliver to the Agents the Subscription Receipts in electronic form, as directed by the Agents, with such Subscription Receipts being registered as directed by the Agents and the Agents shall deliver to the Subscription Receipt Agent the Escrowed Proceeds.

ARTICLE 9 RIGHTS OF TERMINATION

- 9.1 The Agents shall be entitled to terminate and cancel their (or its) obligations hereunder by written notice to that effect given to the Issuers on or before the Closing Time if at any time prior to the Closing Time (the “**Termination Rights**”):
- (a) there shall have occurred any material change or change in a material fact or the Agents shall discover any previously undisclosed material fact which in the reasonable opinion of the Agents (or any one of them) would be expected to have a material adverse effect on the market price or value of any of the Offered Securities or a material adverse change or effect on the business or affairs of either of the Issuers or on the Resulting Issuer;
 - (b) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened in relation to either of the Issuers or any one of the officers or directors or principal shareholders of either of the Issuers where wrong-doing is alleged or any order is issued under or pursuant to any Laws or any Governmental Entity or Securities Regulator in relation to either of the Issuers or any of their securities, which involves a finding of wrongdoing;
 - (c) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence or catastrophe, war or act of terrorism of national or international consequence or any new or change in any law or regulation which, in the opinion of the Agents (or any one of them), materially adversely affects or involves, or will materially adversely affect or involve, the financial markets or the business, operations or affairs of either of the Issuers and their subsidiaries or of the Resulting Issuer, taken as a whole or the market price or value of the Offered Securities;
 - (d) any order, action, proceeding or cease trading order which operates to prevent or restrict the trading of the Offered Securities or any other securities of either of the Issuers is made or threatened by any Securities Regulator;
 - (e) the state of the Canadian, U.S. or international financial markets where it is planned to market the Offered Securities is such that, in the reasonable opinion of the Agents (or any one of them), the Offered Securities cannot be profitably marketed;
 - (f) the Agents are not satisfied, in their sole discretion, acting reasonably, with the completion of their due diligence investigations; or
 - (g) either of the Issuers are in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by either of the Issuers in this Agreement becomes or is false in any material respect and cannot be cured in a reasonable period of time.
- 9.2 The Termination Rights contained in this Article 9 may be exercised by any of the Agents and are in addition to any other rights or remedies the Agents may have in respect of any default, act or

failure to act or non-compliance by the Issuers in respect of any of the matters contemplated by this Agreement or otherwise.

- 9.3 In the event the Termination Rights are exercised by an Agent, there shall be no further liability on the part of that Agent to the Issuers, or on the part of the Issuers to that Agent, except in respect of any liability which may have arisen or may arise after such exercise of the Termination Right in respect of acts or omissions prior to such termination or under Article 10 and Article 11 of this Agreement.

ARTICLE 10 INDEMNITY

- 10.1 NumberCo, together with its subsidiaries or affiliated companies, as the case may be, (which shall indirectly become the obligation of the Resulting Issuer on closing of the Proposed Business Combination) (each, a “**NumberCo Indemnitor**”) each hereby severally, and not jointly, nor jointly and severally agree to indemnify and hold the Agents, each of their subsidiaries and affiliates, and each of their directors, officers, employees, shareholders/unitholders and agents (the “**Personnel**”) harmless from and against any and all reasonable expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agents and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the NumberCo Indemnitor by the Agents and their Personnel hereunder in connection with the NumberCo Offering (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agents and/or their Personnel), unless such actual or threatened claim, action, suit, investigation or proceeding has been determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have been caused solely by or as the result of the gross negligence or fraud of the Agents or any of their Personnel. Without limiting the generality of the foregoing, this indemnity shall apply to all reasonable expenses (including legal expenses), losses, claims and liabilities that the Agents and/or their Personnel may incur as a result of any action or litigation that may be threatened or brought against the Agents and/or their Personnel.

If for any reason, the foregoing indemnification is unavailable to the Agents or any Personnel or insufficient to hold the Agents or any Personnel harmless, then the NumberCo Indemnitor shall contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the NumberCo Indemnitor on the one hand and the Agents or any Personnel on the other hand but also the relative fault of the NumberCo Indemnitor and the Agents or any Personnel, as well as any relevant equitable considerations; provided that the NumberCo Indemnitor shall in any event contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agents hereunder pursuant to the letter to which this is attached.

The NumberCo Indemnitor agrees that in case any legal proceeding shall be brought against the NumberCo Indemnitor and/or the Agents or their Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the NumberCo Indemnitor and/or the Agents, and/or any Personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the NumberCo Indemnitor by the Agents pursuant to the letter agreement, the Agents shall have the right to employ its own counsel in

connection therewith provided the Agents acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by the Agents or their Personnel in connection therewith unless such proceeding has been determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have been caused solely by or as a result of the gross negligence or fraud of the Agents or any of their Personnel) and out-of-pocket expenses incurred by the Agents or their Personnel in connection therewith shall be paid by the NumberCo Indemnitor as they occur.

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

The indemnity and contribution obligations of the NumberCo Indemnitor shall be in addition to any liability which the NumberCo Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agents and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the NumberCo Indemnitor, the Agents and any of the Personnel.

- 10.2 Getty, together with its subsidiaries or affiliated companies, as the case may be, (which shall become the obligation of the Resulting Issuer on closing of the Proposed Business Combination) (each, a **"Getty Indemnitor"**) each hereby severally, and not jointly, nor jointly and severally agree to indemnify and hold the Agents and each of their Personnel harmless from and against any and all reasonable expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several, and the reasonable fees and expenses of their counsel, that may be incurred in advising with respect to and/or defending any actual or threatened claims, actions, suits, investigations or proceedings to which the Agents and/or their Personnel may become subject or otherwise involved in any capacity under any statute or common law, or otherwise insofar as such expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Getty Indemnitor by the Agents and their Personnel hereunder in connection with the Getty Offering (including the aggregate amount paid in reasonable settlement of any such actions, suits, investigations, proceedings or claims that may be made against the Agents and/or their Personnel), unless such actual or threatened claim, action, suit, investigation or proceeding has been determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have been caused solely by or as the result of the gross negligence or fraud of the Agents or any of their Personnel. Without limiting the generality of the foregoing, this indemnity shall apply to all reasonable expenses (including legal expenses), losses, claims and liabilities that the Agents and/or their Personnel may

incur as a result of any action or litigation that may be threatened or brought against the Agents and/or their Personnel.

If for any reason, the foregoing indemnification is unavailable to the Agents or any Personnel or insufficient to hold the Agents or any Personnel harmless, then the Getty Indemnitor shall contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Getty Indemnitor on the one hand and the Agents or any Personnel on the other hand but also the relative fault of the Getty Indemnitor and the Agents or any Personnel, as well as any relevant equitable considerations; provided that the Getty Indemnitor shall in any event contribute to the amount paid or payable by the Agents or any Personnel as a result of such expense, loss, claim, damage or liability and any excess of such amount over the amount of the fees received by the Agents hereunder pursuant to the letter to which this is attached.

The Getty Indemnitor agrees that in case any legal proceeding shall be brought against the Getty Indemnitor and/or the Agents or their Personnel by any governmental commission or regulatory authority or any stock exchange or other entity having regulatory authority, either domestic or foreign, or shall investigate the Getty Indemnitor and/or the Agents, and/or any Personnel shall be required to testify in connection therewith or shall be required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Getty Indemnitor by the Agents pursuant to the letter agreement, the Agents shall have the right to employ its own counsel in connection therewith provided the Agents acts reasonably in selecting such counsel, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Agents for time spent by the Agents or their Personnel in connection therewith unless such proceeding has been determined by a court of competent jurisdiction in a final judgment that has become non-appealable to have been caused solely by or as a result of the gross negligence or fraud of the Agents or any of their Personnel) and out-of-pocket expenses incurred by the Agents or their Personnel in connection therewith shall be paid by the Getty Indemnitor as they occur.

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

The indemnity and contribution obligations of the Getty Indemnitor shall be in addition to any liability which the Getty Indemnitor may otherwise have, shall extend upon the same terms and conditions to the Personnel of the Agents and shall be binding upon and inure to the benefit of any successors, assigns, heirs and personal representatives of the Getty Indemnitor, the Agents and any of the Personnel.

- 10.3 This Article 10 shall survive the completion of professional services rendered under this Agreement.

ARTICLE 11 EXPENSES

- 11.1 Each Issuers will pay all of its own expenses and fees in connection with the applicable Offering, including, without limitation:
- (a) all expenses of or incidental to the creation, issue, sale or distribution of the Subscription Receipts;
 - (b) the fees and expense of the Issuers' legal counsel; and
 - (c) all costs incurred in connection with the preparation of documentation relating to the applicable Offering.
- 11.2 NumberCo will reimburse the Agents for all of their reasonable and documented out-of-pocket expenses in connection with the Offerings (collectively, the **"Agents' Expenses"**) including Agents' expenses in respect of its legal counsel which shall be up to a maximum amount as agreed to in the Engagement Letter, plus disbursements and applicable taxes.
- 11.3 The Agents' Expenses shall be payable by NumberCo immediately upon receiving an invoice therefor from the Agents or on the Closing Date, and shall be payable whether or not the Offerings are completed or the Escrow Release Conditions are satisfied.

ARTICLE 12 ADVERTISEMENTS

- 12.1 Each of the Issuers acknowledge that the Agents shall have the right, at their own expense, to place such advertisement or advertisements relating to the sale of the Subscription Receipts contemplated herein as the Agents may consider desirable or appropriate and as may be permitted by applicable law, including Applicable Securities Laws.
- 12.2 The Issuers and the Agents each agree that they will not make public any advertisement in any media whatsoever relating to, or otherwise publicize, the Offerings provided for herein so as to result in any exemption from the prospectus or registration requirements of Applicable Securities Laws in any of the provinces of Canada or any other jurisdiction in which the Subscription Receipts shall be offered and sold not being available.

ARTICLE 13 AGENTS' CONSIDERATION

- 13.1 In consideration of the services to be rendered by the Agents in connection with each Offering, the Agents will receive a cash commission equal to 6.0% of the gross proceeds raised under the Offerings (the **"Agents' Commission"**) which shall be payable on the Closing Date. As additional compensation, NumberCo will issue to the Agents that number of Compensation Options (each, a **"Compensation Option"**) which is equal to 6.0% of the aggregate number of Subscription Receipts sold to subscribers under the Offerings pursuant to the terms of certificates (the **"Compensation Option Certificates"**) in the form and on the terms satisfactory to NumberCo and the Agents, acting reasonably. Each Compensation Option shall be exercisable to acquire one NumberCo Share (and subsequently one Resulting Issuer Share) at the Offering Price for a period of 12 months following the date of issuance of the Release Notice.

ARTICLE 14 AGENTS' BUSINESS

- 14.1 The Issuers acknowledge that the Agents may be engaged in securities trading and brokerage activities, and providing investment banking, investment management, financial and financial advisory services. In the ordinary course of the Agents' trading, brokerage, investment and asset management and financial activities, the Agents and their Affiliates may hold long or short positions, and may trade or otherwise effect or recommend transactions, for their own account or the accounts of their customers, in debt or equity securities or loans of the Issuers or any other company that may be involved in any transaction with the Issuers. Each Agent and its Affiliates may also provide a broad range of normal course financial products and services to its customers including, but not limited to, banking, credit derivative, hedging and foreign exchange products and services, including companies that may be involved in any transaction with the Issuers.
- 14.2 The Issuers acknowledge and agree that:
- (a) the purchase and sale of the Subscription Receipts pursuant to this Agreement, including the determination of the Subscription Price of the Subscription Receipts and any related discounts and commissions, is an arm's length commercial transaction between the Issuers, on the one hand, and the Agents, on the other hand;
 - (b) in connection with the Offerings and the process leading to such transaction, the Agents are and have been acting solely as principals and are not the fiduciaries of the Issuers or their respective shareholders, creditors, employees or any other party;
 - (c) the Agents have not assumed and will not assume an advisory or fiduciary responsibility in favour of the Issuers with respect to the Offerings or the process leading thereto (irrespective of whether the Agents have advised or are currently advising the Issuers on other matters) and the Agents do not have any obligations to the Issuers with respect to the Offerings except the obligations expressly set forth in this Agreement;
 - (d) the Agents and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Issuers; and
 - (e) the Agents have not provided any legal, accounting, regulatory or tax advice with respect to the Offerings and the Issuers have consulted with their own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

ARTICLE 15 AGENTS' OBLIGATIONS

- 15.1 The Agents' obligations, representations, warranties and covenants under this Agreement shall be several (and not joint nor joint and several), and the Agents' respective obligations and rights and benefits hereunder shall be as to the following percentages:

Agent	Syndicate Position
Clarus Securities Inc.	40%
Velocity Trade Capital Ltd.	40%
Raymond James Ltd.	20%

- 15.2 All steps which must or may be taken by the Agents in connection with this Agreement, with the exception of the matters relating to Termination Rights contemplated by Article 9 or matters relating to indemnity and contribution contemplated by Article 10, may be taken by the Lead Agents on behalf of themselves and the Agents and the execution and delivery of this Agreement by the Issuers and the Agents shall constitute the Issuers' authority for accepting any notice, request,

direction, certificate, consent or other communication from the Lead Agents and for delivering the Offered Securities by electronic deposits or otherwise to, or to the order of, the Lead Agents.

- 15.3 The rights and obligations of the Agents under this Agreement shall be several and not joint nor joint and several.

ARTICLE 16
SURVIVAL OF WARRANTIES, REPRESENTATIONS, COVENANTS AND AGREEMENTS

- 16.1 All representations, warranties, covenants and agreements of the Issuers herein contained or contained in any documents submitted pursuant to this Agreement and in connection with the transactions herein contemplated shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of the Agents or the Purchasers with respect thereto, shall continue in full force and effect for the benefit of the Agents and the Purchasers, as applicable for a period of two years following the Closing Date. For greater certainty, and without limiting the generality of the foregoing, the provisions contained in this Agreement in any way related to the indemnification of the Agents by the Issuers or the contribution obligations of the Agents or those of the Issuers shall survive and continue in full force and effect, indefinitely, subject only to the applicable limitation period prescribed by law.

ARTICLE 17
GENERAL CONTRACT PROVISIONS

- 17.1 Any notice or other communication to be given hereunder shall be in writing and shall be given by delivery or email, as follows:

- (a) if to Getty:

Getty Copper Inc.
1000 Austin Avenue
Coquitlam, British Columbia
V3K 3P1

Attention: Tom MacNeill
Email: [REDACTED]

with a copy (not to constitute notice to Getty) to:

O'Neill Law LLP
595 Howe Street, Suite 704
Vancouver, British Columbia
V6C 2T5

Attention: Steve O'Neill
Email: [REDACTED]

- (b) if to NumberCo:

1390120 B.C. Ltd.
595 Burrard Street, Suite 1723
Vancouver, British Columbia
V7X 1J1

Attention: Mahesh Liyanage
Email: [REDACTED]

with a copy (not to constitute notice to NumberCo) to:

Forooghian + Company Law Corporation
Suite 301, 353 Water Street
Vancouver, British Columbia
V6B 1B8

Attention: Farzad Forooghian
Email: [REDACTED]

(c) if to the Agents:

Clarus Securities Inc.
Exchange Tower, 130 King Street West
Suite 3640, P.O. Box 38
Toronto, Ontario
M5X 1A9

Attention: Robert Orviss
Email: [REDACTED]

and to:

Velocity Trade Capital Ltd.
Scotia Plaza, 100 Yonge Street, Suite 1800
Toronto, Ontario
M5C 2W1

Attention: Simon Grayson
Email: [REDACTED]

Raymond James Ltd.
Scotia Plaza, 40 King Street West, Suite 5400
Toronto, Ontario
M5H 3Y2

Attention: Tim Graham
Email: [REDACTED]

with a copy (not to constitute notice to the Agents) to:

Miller Thomson LLP
40 King Street West, Suite 6600
Toronto, Ontario
M5H 3S1

Attention: Andrew Powers / Florind Polo
Email: [REDACTED]

and if so given, shall be deemed to have been given and received upon receipt by the addressee or a responsible officer of the addressee if delivered, or four hours after being electronically transmitted 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 facsimile number.

- 17.2 In connection with the services described herein, the Agents shall act as independent contractors, and any duties of the Agents arising out of this engagement shall be owed solely to the Issuers. The Issuers acknowledge that the Agents are securities firms engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of either of the Issuers.
- 17.3 The Issuers acknowledge and agree that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Issuers, on the one hand, and the Agents and any of their affiliates through which they may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents or such affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications.
- 17.4 Information which is held elsewhere within the Agents but of which none of the individuals in the investment banking department or division of the Agents involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Agents to the Issuers under this Agreement.
- 17.5 This Agreement, the other documents referred to herein constitute the entire agreement between the Agents, the Issuers relating to the subject matter of this Agreement and shall supersede any and all prior negotiations and understandings, including, without limitation, the engagement letter between NumberCo and Clarus dated November 5, 2025. This Agreement may be amended or modified in any respect by written instrument only.
- 17.6 The invalidity or unenforceability of any particular provision of this Agreement shall not affect or limit the validity or enforceability of the remaining provisions of this Agreement.
- 17.7 The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Agents, the Issuers and their respective executors, heirs, successors and permitted assigns; provided that, except as provided herein or in the Subscription Agreement, this Agreement shall not be assignable by any party without the written consent of the others.
- 17.8 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.
- 17.9 Time shall be of the essence for all provisions of this Agreement.
- 17.10 The parties hereby acknowledge that they have expressly required this Agreement and all notices, statements of account and other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. *Les parties reconnaissent avoir expressément demandé que la présente Convention ainsi que tout avis, tout état de compte et tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.*
- 17.11 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.
- 17.12 This Agreement may be executed and delivered by original facsimile or other electronic transmission in one or more counterparts which, together, shall constitute an original copy of this Agreement as of the date first noted above.

[Remainder of page left intentionally left blank. Signature pages follow.]

If the foregoing is in accordance with your understanding and is agreed to by you, please so indicate by executing a copy of this Agreement where indicated below and delivering the same to the Agents.

CLARUS SECURITIES INC.

Per: "Robert Orviss"
Name: Robert Orviss
Title: Managing Director

VELOCITY TRADE CAPITAL LTD.

Per: "Simon Grayson"
Name: Simon Grayson
Title: Director

RAYMOND JAMES LTD.

Per: "Tim Graham"
Name: Tim Graham
Title: Senior Managing Director

The foregoing accurately reflects the terms of the transaction which we are to enter into and such terms are agreed to with effect as of the date provided at the top of the first page of this Agreement.

GETTY COPPER INC.

Per: "Thomas MacNeill"
Name: Thomas MacNeill
Title: Chief Executive Officer

1390120 B.C. LTD.

Per: "Mahesh Liyanage"
Name: Mahesh Liyanage
Title: Director

SCHEDULE “A”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

Capitalized terms used in this Schedule “A” and not defined herein shall have the meanings ascribed thereto in the agency agreement to which this Schedule “A” is annexed (the “**Agency Agreement**”) and the following terms shall have the meanings indicated:

“**Disqualification Event**” means any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D;

“**Foreign Issuer**” means a “foreign issuer” as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule “A”, it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50% of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or majority of directors are United States citizens or residents, (ii) more than 50% of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

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

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

“**SEC**” means the United States Securities and Exchange Commission;

“**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Regulation S;

“**Underlying Shares**” means the NumberCo Shares underlying the Subscription Receipts, the Resulting Issuer Common Shares, the NumberCo Shares underlying the Compensation Options and the Resulting Issuer Shares underlying the Compensation Options;

“**U.S. Affiliate**” means the United States broker-dealer affiliates of the Agents; and

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

Representations, Warranties and Covenants of the Agents

Each Agent and each U.S. Affiliate acknowledges that the Subscription Receipts, the Underlying Shares and the Resulting Issuer Common Shares have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States, and the Subscription Receipts may not be offered or sold in the United States except in accordance with an applicable exemption from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, each Agent (on behalf of itself and its U.S. Affiliate) represents, warrants and covenants, severally and not jointly, to the Corporation and Getty, as of the date hereof and the Closing Date, that:

1. It, its affiliates and any person acting on its or their behalf has not offered or sold, and will not offer or sell, any of the Subscription Receipts except (a) in “offshore transactions,” as such term is defined

in Regulation S, in accordance with Rule 903 of Regulation S, or (b) in the United States as provided in Sections 2 through 14 below. Accordingly, none of the Agent, its U.S. Affiliate or any persons acting on its or their behalf (other than the Corporation, its respective affiliates or any person acting on its or their behalf, in respect of which no representation is made) has made or will make (except as permitted in Sections 2 through 14 below) (i) any offer to sell, or any solicitation of an offer to buy, any Subscription Receipts to persons in the United States or targeted to any identifiable groups of U.S. citizens abroad, (ii) any sale of the Subscription Receipts to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States or the Agent reasonably believed that such purchaser was outside the United States, or (iii) any Directed Selling Efforts with respect to the Subscription Receipts, the Common Shares or the Resulting Issuer Common Shares.

2. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Subscription Receipts within the United States except with its U.S. Affiliate, any selling group members or with the prior written consent of the Corporation. It shall require each selling group member to agree, for the benefit of the Corporation, to comply with, and shall use commercially reasonable efforts to ensure such selling group member complies with, the same provisions of this Schedule "A" as apply to the Agent as if such provisions applied to such selling group member.
3. All offers and sales of Subscription Receipts in the United States by it shall be made through its U.S. Affiliate in accordance with all applicable United States federal or state securities laws governing the registration and conduct of brokers-dealers. Such U.S. Affiliate has been and will be, on the date of each offer or sale of Subscription Receipts in the United States, duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under the laws of each state where such offers and sales are made (unless exempted from such state's registration requirements) and is a member in good standing with Financial Industry Regulatory Authority, Inc.
4. It, its U.S. Affiliate, their respective affiliates have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Subscription Receipts in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
5. Any offer, sale or solicitation of an offer to buy Subscription Receipts that have been made or will be made in the United States by it will be made only to Qualified Institutional Buyers to which the Agent or their respective U.S. Affiliate had a pre-existing relationship and have reasonable grounds to believe and will believe are Qualified Institutional Buyers.
6. Prior to it soliciting such offerees and prior to the completion of any sale of the Subscription Receipts by it in the United States, each such purchaser, or any person that is purchasing such securities for the account or benefit of a person in the United States, will be required to execute and deliver a Subscription Agreement and any applicable schedules thereto, including the schedules applicable to Qualified Institutional Buyers.
7. Any offer, sale or solicitation of an offer to buy Subscription Receipts that have been made or will be made by it in the United States were or will be made only to Qualified Institutional Buyers in compliance with the exemption from registration provided by Rule 506(b) of Regulation D.
8. At the Closing Time, it, together with its U.S. Affiliate, will provide a certificate, substantially in the form of Exhibit 1 to this Schedule "A", relating to the manner of the offer and sale of the Subscription Receipts in the United States or will be deemed to have represented that neither it nor its U.S. Affiliate

offered or sold Subscription Receipts to or for the account or benefit of any person in the United States.

9. At least one Business Day prior to the Closing Time, it will provide the Corporation with a list of all purchasers of the Subscription Receipts in the United States.
10. Neither it nor its U.S. Affiliate has taken any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts or the Common Shares.
11. It shall inform (and shall cause its U.S. Affiliate to inform) any purchaser in the United States that (i) the Subscription Receipts, the Underlying Shares and the Resulting Issuer Common Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws, (ii) the Subscription Receipts and the Underlying Shares are being sold to it without registration under the U.S. Securities Act in reliance on Rule 506(b) of Regulation D and in reliance upon similar exemptions under applicable state securities laws, and (iii) the Subscription Receipts, the Underlying Shares and the Resulting Issuer Common Shares are or will be “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act and can only be offered, sold, pledged or otherwise transferred, directly or indirectly, to the Corporation or outside the United States in accordance with Rule 904 of Regulation S and in compliance with local laws and regulations.
12. Neither it nor its U.S. Affiliate will solicit the exchange of the Subscription Receipts for the Underlying Shares or the Resulting Issuer Common Shares and will not pay, give or receive any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Subscription Receipts for the Underlying Shares in reliance upon Section 3(a)(9) of the U.S. Securities Act.
13. As of the Closing Date, with respect to Subscription Receipts to be offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Securities**”), the Agents represent that none of (i) the Agent or the U.S. Affiliate, (ii) the Agent or the U.S. Affiliate’s general partners or managing members, (iii) any of the Agent’s or the U.S. Affiliate’s directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Agents’ or the U.S. Affiliate’s general partners’ or managing members’ directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities (each, a “**Dealer Covered Person**” and, collectively, the “**Dealer Covered Persons**”), is subject to any Disqualification Event except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof. Each of the Agents will notify the Corporation in writing prior to any offer or sale of Subscription Receipts to, or for the account or benefit of, persons in the United States not previously disclosed in accordance with this section.
14. As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.

Representations, Warranties and Covenants of the Corporation

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

15. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest in the Subscription Receipts, the Common Shares or the Resulting Issuer Common Shares.
16. Except with respect to offers and sales in accordance with this Schedule “A”, none of the Corporation, its affiliates, or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on its or their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Subscription Receipts in the United States; or (B) any sale of the Subscription Receipts unless, at the time the buy order was or will have been originated, (i) the purchaser is outside the United States or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States.
17. During the period in which the Subscription Receipts are offered for sale, none of it, its affiliates, or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on its or their behalf, in respect of which no representation is made) has engaged in or will engage in any Directed Selling Efforts with respect to the Subscription Receipts, the Common Shares or the Resulting Issuer Common Shares or has taken or will take any action that would cause the exemption afforded by Rule 506(b) of Regulation D or the exclusion afforded by Rule 903 Regulation S to be unavailable for offers and sales of the Subscription Receipts pursuant to the Agreement, including this Schedule “A”.
18. None of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates, their respective affiliates or any person acting on its or their behalf, in respect of which no representation is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, the Subscription Receipts in the United States by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
19. Since the date that is six months prior to the date hereof and until six months following the date hereof, the Corporation has not sold, offered for sale or solicited any offer to buy, and it will not sell, offer for sale or solicit any offer to buy, any of its securities in a manner that would be integrated with the offer and sale of the Subscription Receipts and would cause the exemption from registration set forth in Rule 506(b) of Regulation D under the U.S. Securities Act to become unavailable with respect to the offer and sale of the Subscription Receipts.
20. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable “blue sky” laws in connection with the offer and sale of the Subscription Receipts pursuant to Rule 506(b), including the filing of a notice on Form D with the SEC.
21. Neither the Corporation nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
22. None of the Corporation or any of its predecessors has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
23. The Corporation is not, and as a result of the sale of the Subscription Receipts and the Underlying Shares contemplated hereby will not be, and, to the knowledge of the Corporation, the Resulting Issuer is not, and as a result of the sale of the Resulting Issuer Common Shares, contemplated hereby

will not be, registered or required to be registered as an “investment company”, as such term is defined in the United States Investment Company Act of 1940, as amended, under such Act.

24. The Corporation has not taken any action in violation of Regulation M under the U.S. Exchange Act in connection with the offer and sale of the Subscription Receipts, the Common Shares or the Resulting Issuer Common Shares.
25. Upon receipt of a written request from a purchaser in the United States, the Corporation or the Resulting Issuer, as applicable, shall make a determination if the Corporation or the Resulting Issuer, as applicable, is a “passive foreign investment company” (a “**PFIC**”) within the meaning of section 1297(a) of the *United States Internal Revenue Code of 1986*, as amended (the “**Code**”), during any calendar year following the purchase of the Subscription Receipts by such purchaser, and if the Corporation or the Resulting Issuer, as applicable, determines that it is a PFIC during such year, the Corporation or the Resulting Issuer, as applicable, will provide to such purchaser, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation or the Resulting Issuer, as applicable, as a “qualified electing fund” for the purposes of the Code.
26. The Corporation will not pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of the Subscription Receipts for the Common Shares.
27. As of the Closing Date, with respect to the offer and sale of the Regulation D Securities, none of the Corporation, any of its predecessors, any “affiliated” (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Corporation participating in the offering of the Regulation D Securities, any beneficial owner of 20% or more of the Corporation’s outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (other than any Dealer Covered Person, as to whom no representation, warranty, acknowledgement, covenant or agreement is made) is subject to a Disqualification Event. The Corporation will notify the Agents in writing, prior to any offer or sale of Subscription Receipts to, or for the account or benefit of, persons in the United States of any Disqualification Event relating to a Corporation Covered Person not previously disclosed to the Agents in accordance with this section.
28. As of the Closing Date, the Corporation represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities.
29. None of the Corporation, its affiliates or any person acting on its or their behalf (other than the Agents, their U.S. Affiliates and any persons acting on their behalf, as to which no representation, warranty, covenant or agreement is made) will (i) take an action that would cause the exemption provided by Section 3(a)(9) of the U.S. Securities Act to be unavailable for the exchange of Subscription Receipts for Underlying Shares, and (ii) pay or give any commission or other remuneration, directly or indirectly, for soliciting the exchange of Subscription Receipts for Underlying Shares or Resulting Issuer Common Shares.

**EXHIBIT 1 TO SCHEDULE “A”
FORM OF AGENT’S CERTIFICATE**

In connection with the offer and sale of the subscription receipts (the “**Subscription Receipts**”) of 1390120 B.C. Ltd. (the “**Corporation**”) to one or more Qualified Institutional Buyers, pursuant to the Agency Agreement made on December 4, 2025 among Clarus Securities Inc., Velocity Trade Capital Ltd. and Raymond James Ltd. (collectively, the “**Agents**”), Getty Copper Inc., and the Corporation, the undersigned Agent, [Name of Agent], and [Name of U.S. broker-dealer affiliate of Agent], its U.S. Affiliate (as defined in Schedule “A” above (the “**U.S. Affiliate**”)), do each hereby certify that:

- (a) the U.S. Affiliate is on the date hereof, and was at the time of each offer and sale of the Subscription Receipts made by it, a duly registered broker-dealer with the SEC, and was at such times and is on the date hereof a member of, and in good standing with, the Financial Industry Regulatory Authority Inc., and all offers and sales of Subscription Receipts in the United States have been effected by the U.S. Affiliate in accordance with all applicable U.S. broker-dealer requirements and all applicable laws governing the registration and conduct of broker-dealers;
- (b) neither we nor our representatives have (i) utilized any form of General Solicitation or General Advertising, in connection with the offer and sale of the Subscription Receipts in the United States or (ii) offered to sell any of the Subscription Receipts in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (c) immediately prior to transmitting the Subscription Agreements to offerees, we had pre-existing relationship with and reasonable grounds to believe and did believe that each offeree was a Qualified Institutional Buyer acquiring the Subscription Receipts for its own account or for the account of one or more Qualified Institutional Buyers with respect to which such offeree exercises sole investment discretion and, on the date hereof, we continue to believe that each purchaser of the Subscription Receipts is a Qualified Institutional Buyer;
- (d) prior to any sale of the Subscription Receipts in the United States, we caused each U.S. purchaser who is a Qualified Institutional Buyer to execute and deliver to us a Qualified Institutional Buyer Investment Letter in the form appended to the Subscription Agreement;
- (e) all purchasers of the Subscription Receipts in the United States or who were offered Subscription Receipts in the United States have been informed that the Subscription Receipts and the Common Shares have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act;
- (f) neither we nor any of our affiliates have taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Subscription Receipts;
- (g) none of (i) the undersigned, (ii) the undersigned’s general partners or managing members, (iii) any of the undersigned’s directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the undersigned’s general partners’ or managing members’ directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities (each, a “**Dealer Covered Person**”), is subject to disqualification under Rule 506(d) of Regulation D;

- (h) we represent that we not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with the sale of any Regulation D Securities; and
- (i) the offering of the Subscription Receipts in the United States has been conducted by us in accordance with the Agency Agreement, including Schedule “A” thereto.

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

Dated this 4th day of December, 2025.

Raymond James Ltd.

By: “Tim Graham”
Name: Tim Graham
Title: Senior Managing Director

Raymond James (USA) Ltd.

By: “Sean Boyle”
Name: Sean Boyle
Title: Senior Managing Director