

STOCKPILE AGREEMENT

THIS AGREEMENT is dated as of March 9, 2026 (the “**Effective Date**”).

BETWEEN:

FIRST MINING GOLD CORP., a corporation incorporated under the laws of the Province of British Columbia, with an address at Suite 2070, 1188 West Georgia Street, Vancouver, BC V6E 4A2

(the “**Payee**”)

AND:

1001529863 ONTARIO LTD., a corporation existing under the laws of the Province of Ontario, with an address at 333 Bay Street, Suite 3400, Toronto, Ontario, M5H 2S7, Canada

(the “**Payor**”)

AND:

SEVA MINING CORP., a corporation existing under the laws of the Province of British Columbia, with an address at Suite 3123 – 595 Burrard St., Vancouver, British Columbia, V7X 1J1, Canada

(the “**Parent**”)

WHEREAS the Payee, the Payor (formerly, 1001416725 Ontario Ltd.), the Parent (formerly, Oronova Energy Inc.) and Cameron Gold Operations Ltd. (“**Cameron Gold**”) entered into an amalgamation agreement dated November 19, 2025 (the “**Amalgamation Agreement**”), whereby the Payee agreed to sell, and the Parent agreed to acquire, all of the issued and outstanding shares of Cameron Gold by way of a “three-cornered” amalgamation under Section 175 of the *Business Corporations Act* (Ontario) (the “**Amalgamation**”), in the manner contemplated in the Amalgamation Agreement and pursuant to the terms and conditions thereof.

AND WHEREAS following the Amalgamation, the Payor owns the Cameron Gold Project (as defined herein).

AND WHEREAS as consideration for the Amalgamation, in addition to the Purchase Price (as defined in the Amalgamation Agreement), the parties agreed to enter into this stockpile agreement (this “**Agreement**”) to set out the terms upon which the Payor will sell or process the Stockpile (as defined herein) and pay the Participation Payments (as defined herein) to the Payee, subject to the terms and conditions herein.

WITNESSETH THAT for good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged) the parties hereto agree as follows:

1.0 **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, except as otherwise expressly provided, or unless the context otherwise requires:

"Affiliate" means a corporation which directly or indirectly controls or is controlled by or is under common control with, a party to this Agreement. The term "control" as used herein means the rights to the exercise of, directly or indirectly, more than 50% of the voting rights attributable to the shares of the controlled company.

"Aggregate Participation Amount" has the meaning assigned to it in Section 3.0.

"Business Day" means a day, other than a Saturday or Sunday, on which the principal commercial banks located in the City of Vancouver, British Columbia or Toronto, Ontario are open for business.

"Cameron Gold Project" means (i) the "Cameron Gold Project" as described in the Cameron Gold Project Technical Report and Schedule A and (ii) the Stockpile.

"Cameron Gold Project Technical Report" means the Technical Report on the Cameron Gold Deposit, Ontario, Canada (effective date February 26, 2026) filed by the Payee on SEDAR+.

"Collateral" means all real and personal property of the Payor, including but not limited to the Cameron Gold Project, all Minerals, Mineral Product, and Products.

"Deemed Receipts" shall mean the following:

(a) Where the Payor or its Affiliates produce or have produced any Refined Products through any smelting or refining arrangements or any other transactions that result in the return to, or credit to the account of, the Payor or its Affiliates of:

(i) fine gold bullion of .995 or better ("**Gold Bullion**");

(ii) silver bullion of .9995 or better ("**Silver Bullion**"); and/or

(iii) other Products produced from Intermediate Products through subsequent smelting and/or refining and the outturned metal from which meets the relevant specifications for Refined Products that have prices regularly quoted on the London Metals Exchange ("**Other Refined Products**"),

and in each case produced from Raw Products from the Stockpile and/or Intermediate Products derived or produced from the Stockpile, then notwithstanding anything in this Agreement to the contrary, the term "**Deemed Receipts**" for such Refined Products shall be deemed to mean the net number of troy ounces of Gold Bullion and/or Silver Bullion, and/or net number of pounds avoirdupois or other relevant unit of measure for Other Refined Products, as the case may be, produced from the Stockpile and returned to, or credited to the account of, the Payor or its Affiliates by the applicable smelter, refinery or other treatment facility in a calendar quarter, multiplied by:

(iv) for Gold Bullion, the average London Bullion Market Association P.M. Gold Fixing for the calendar quarter in which such bullion is so returned or credited;

- (v) for Silver Bullion, the average London Bullion Market Association Silver Fixing for the calendar quarter in which such bullion is so returned or credited; and
- (vi) for Other Refined Products, the average London Metals Exchange prices for such Other Refined Product for the calendar quarter in which such Other Refined Product is so returned or credited.

In the event of any insurance proceeds payable to the Payor or its Affiliates for any loss or damage to the Intermediate Products prior to receipt at the relevant refinery, smelter or other treatment facility, such insurance proceeds shall be included as revenue in lieu of Deemed Receipts to the extent of such proceeds.

- (b) The average price for the calendar quarter shall be determined by dividing the sum of all daily prices posted during the relevant calendar quarter by the number of days that prices were posted. The posted price shall be obtained, in the case of LME Grade "A" copper cathode or COMEX Grade Copper, or Other Refined Products, from Platt's Metals Price Alert, Metals Week Monthly Averages for the applicable period or Metals Bulletin, but corrected to the official quotations of COMEX or the London Metal Exchange in the event of printing errors, and for other prices, The Wall Street Journal, Reuters, or other reliable source selected by the Payor.
- (c) If the LME Settlement Price for the London Bullion Brokers P.M. Gold Fixing or the London Bullion Brokers Silver Fixing, or other relevant LME prices, as the case may be, ceases to be published, the Parties shall agree upon a similar alternative method for determining the average daily spot market price for Gold Bullion or Silver Bullion, or Other Refined Products, as the case may be, or upon failure to so agree, the average of the daily LME settlement prices during such period, as reasonably determined by the Payor, shall be used.

In the case where an Intermediate Product is distributed to an Affiliate of the Payor and such Intermediate Product is converted by such Affiliate or a third Person on behalf of such Affiliate to a Refined Product meeting the standards for determining Deemed Receipts as set forth in this Section, then for purposes of calculating Deemed Receipts such Refined Product shall be deemed produced, and the Deemed Receipts received, by the Payor in the calendar quarter in which the Refined Product is made available to the Affiliate by the smelter or refinery.

"Encumbrance" means any mortgage, pledge, assignment, charge, lien, claim, security interest, royalty, adverse interest, other third person interest or encumbrance of any kind, whether contingent or absolute, and any agreement, option, right or privilege (whether by law, contract or otherwise) capable of becoming any of the foregoing.

"IFRS" shall mean the international financial reporting standards, including ancillary accounting standards, interpretations and frameworks, established from time to time by the International Accounting Standards Board or any replacement or successor organization.

"Intermediate Products" shall mean concentrates (including, without limitation, iron Ore concentrate, leachates, precipitates, and other concentrates), iron Ore pellets, doré and other intermediate products, if any, produced from Raw Products from the Stockpile, but shall not include cathode or Other Refined Products.

“Mineral Product” means all Ores, concentrates, minerals and refined or semi-refined products, including doré, produced from the Stockpile.

“Minerals” shall mean all rocks, minerals, Ore, concentrate, precious and base metals, elements and other materials removed or recovered from the Stockpile through milling, processing, concentrating, smelting or refining activity including without limitation uranium and stone, aggregate, quarry materials and construction materials.

“Net Proceeds” means, for any calendar quarter, the Receipts for that quarter less the Permissible Deductions for that quarter.

“Obligations” means all present and future obligations and liabilities of the Payor to the Payee arising hereunder, whether current, contingent, direct or indirect, matured or not.

“Ore” means any material containing a mineral or minerals of actual or potential commercial economic value, and includes, without limitation, all base, precious and non-metallic metals and minerals; all industrial minerals; all ores, concentrates, precipitates, beneficiated products, and intermediate products and tailings; and all solutions, residues and other materials containing, derived from, or representing recoverable quantities of any of the foregoing, in whatever form, state or composition such material may occur, be found, extracted, processed or produced.

“Outside Date” means the date which is sixty (60) months after the Effective Date, provided that the Outside Date may be extended by mutual agreement of the parties.

“Participation Payment” means, for each calendar quarter ending after the Effective Date, an amount equal to the Participation Percentage multiplied by the Net Proceeds for that calendar quarter.

“Participation Right” means the Payee’s right to receive the Participation Payments under this Agreement.

“Participation Percentage” means fifty percent (50%).

“Permissible Deductions” means the aggregate of the following costs and charges (to the extent not previously deducted or accrued in computing Receipts) that accrue or are paid in each quarterly period:

- (a) direct transportation and insurance costs incurred delivering the Minerals to the final smelting or refinement facility;
- (b) if applicable under the smelter contract, all costs of transporting and insuring the Minerals from the smelter to the place of final delivery by the purchaser;
- (c) all smelting, refining and final treatment costs, penalties and other deductions charged by the smelting or refinement facility; and
- (d) all export and import taxes on the Minerals levied in Canada or by the country into which the Minerals are imported.

"Physical Product Receipts" means, if Raw Products or Intermediate Products are sold by the Payor to a smelter, refinery, pelletization facility or other purchaser, the amounts paid to the Payor from such sale.

"Products" shall mean Raw Products, Intermediate Products and Refined Products produced, sold, delivered and shipped from the Stockpile. Products shall not include any material that is processed that did not originate from the Stockpile and shall not include any material that is not recovered for commercial sale from Ores extracted from the Stockpile.

"Raw Products" shall mean Ore produced from the Stockpile in the form of run of mine Ore, direct shipment Ore and other similar crude or raw Ore produced from the Stockpile without further processing other than crushing.

"Receipts" shall be the sum of Physical Product Receipts and Deemed Receipts for the applicable calendar quarter, provided that there shall be no double counting of Physical Product Receipts and Deemed Receipts, such that to the extent that there are Deemed Receipts in respect of the sale of any specific Products there shall be no inclusion of Physical Product Receipts in respect of such sale.

"Refined Products" shall mean Gold Bullion, Silver Bullion and Other Refined Products produced from Intermediate Products through refining and/or smelting or equivalent treatment operations.

"SEDAR+" means the System for Electronic Data Analysis and Retrieval+ of the Canadian Securities Administrators.

"Stockpile" means that stockpile of Ore located near Kenora, Ontario, as further described on Schedule "A".

"True-Up Amount" has the meaning assigned to it in Section 3.0.

2.0 SALE OF STOCKPILE

The Payor shall as promptly as practicable following the Effective Date, and in any event no later than the Outside Date, (i) extract, process and otherwise handle the entirety of the Ore comprising the Stockpile, and (ii) sell all Products produced from the Stockpile in accordance with the terms hereof.

For greater certainty, the Payor shall not engage in any selective processing of the Stockpile or other activities that would result in any portion of the Stockpile remaining unprocessed or being discarded, except to the extent required to comply with applicable law, consistent with best practices in the Canadian mining industry, or with the prior written consent of the Payee.

3.0 PARTICIPATION RIGHT AND PAYMENT

3.1 Participation Payment

For each calendar quarter, the Payor shall pay the Participation Payment to the Payee within thirty (30) days after the end of such calendar quarter. Each Participation Payment shall be accompanied by a statement setting out in reasonable detail:

- (a) the Receipts for the relevant calendar quarter;

- (b) the Permissible Deductions applied thereto; and
 - (c) the calculation of the resulting Net Proceeds and Participation Payment,
- supported by relevant documentation.

Any overpayments or underpayments shall be corrected in the next calendar quarter following determination of such adjustment. All payments shall be made by wire transfer of immediately available funds to the Payee's designated account or, if agreed in writing by the Payee, by certified cheque delivered to the Payee's address.

3.2 Audit Rights

All Participation Payments shall be considered final and in full satisfaction of all obligations of the Payor with respect thereto, unless the Payee gives the Payor written notice describing and setting forth a specific objection to the calculation thereof within twelve months after receipt by the Payee of the statement. If the Payee objects to a particular statement, the Payee shall, for a period of thirty (30) days after the Payor's receipt of notice of such objection, have the right, upon reasonable notice and at a reasonable time, to commence to have the Payor's accounts and records relating to the calculation of the Participation Payment in question audited by a chartered accountant acceptable to the Payee and to the Payor. If such audit determines that there has been a deficiency or an excess in the payment made to the Payee, such deficiency or excess shall be resolved by adjusting the next quarterly Participation Payment due hereunder. The Payee on its own account shall pay the costs of such audit unless a deficiency exceeding 3% of the amount due is determined, in which case the Payor shall bear the audit costs. All books and records used by the Payor to calculate the Participation Payments shall be kept in accordance with IFRS. Failure on the part of the Payee to make a claim on the Payor for adjustment in such twelve-month period shall establish the correctness and preclude the filing of exceptions thereto or making of claims for adjustment thereon.

3.3 Inspections

Upon not less than five Business Days' notice to the Payor, the Payee, or its authorized agents or representatives, may, under the direction and control of the Payor, enter the Cameron Gold Project for the purpose of inspecting the Stockpile, and all production records and data pertaining to all production activities and operations on or with respect to the Stockpile, including without limitation, records and data that are electronically maintained, it being understood that the Payee, or its authorized agents or representatives may only exercise these inspection rights twice each calendar year and such inspections will be carried out during normal business hours and without undue interference with the operations of the Payor.

3.4 Annual Report

Within sixty (60) days following the end of each calendar year, the Payor will provide the Payee with an annual report with respect to the Minerals milled or processed, recoveries, and grades, with respect to the Stockpile during such calendar year.

3.5 Trading Activities

3.5.1 The Payor will have the right to market and sell the Mineral Products in any manner it may elect, and will have the right to engage in forward sales, futures trading or commodity options trading and other price hedging, price protection, and speculative arrangements (including but not limited to streaming

agreements and royalty sales agreements) ("**Trading Activities**") which may involve the possible physical delivery of Mineral Products. The Participation Payments will not apply to, and the Payee will not be entitled to participate in, the proceeds generated by the Payor, a shareholder of the Payor, or an Affiliate of either in Trading Activities or in the actual marketing or sales of Mineral Products.

3.5.2 In determining the amount of each Participation Payment, the Payor will not be entitled to deduct from the gross proceeds any losses suffered by the Payor, a shareholder or an Affiliate in connection with any Trading Activities. If the Payor engages in Trading Activities in respect of Mineral Products, then the gross proceeds will be determined based on the average spot price of such product.

3.5.3 The average spot price for any expired quarter means (a) in respect of gold, the arithmetic average of the London PM fixed price for every day of the expired quarter on which the London Bullion Market Association fixes a spot price for an ounce of gold in United States dollars; (b) in respect of other precious metals and base metals the arithmetic average of the price of metal quoted on the London Metals Exchange in the Metals Bulletin, for every day the expired quarter on which the price of the metal is so quoted; and (c) in respect to any other mineral, the arithmetic average of the price of such mineral on each Business Day of the expired quarter, where such prices arrived at using the industry standard in the United States for establishing the average spot price of any other such mineral.

3.6 Accounting Principles

All computations under this Agreement shall be determined in accordance with IFRS as applied by the Payor.

3.7 Non-Arms-Length Sales

Where Minerals or Products are sold or disposed of by the Payor other than by a sale to an independent third party purchaser of such Minerals or Products with whom it is dealing at arm's length (as such term is defined in the *Income Tax Act* (Canada)), or by any other sale in which the proceeds of sale are not at least equal to those which would have been realized from a fair market sale to a wholly independent arm's-length third party purchaser, the Receipts from the sale of such Minerals or products shall be calculated as the Receipts which would have resulted from a fair market sale to an independent arm's-length third party purchaser of such Minerals or Products considering the time of each such sale and the circumstances thereof.

3.8 Withholding

The Payor may deduct and withhold from payments due to the Payee hereunder such amounts as may be required by Provincial or Federal legislation applicable to the Royalty payments due to the Payee hereunder at the commencement of such payments or from time to time thereafter.

4.0 MINIMUM AGGREGATE PAYMENT

Promptly, and in any event within five (5) Business Days after selling Products produced from the Stockpile, the Payor shall provide written notice to the Payee confirming completion of such sales. Such notice shall include the aggregate amount of all Participation Payments (the "**Aggregate Participation Amount**") made to the Payee from the Effective Date through (and including) the calendar quarter in which the notice is given.

If the Aggregate Participation Amount is less than \$2,000,000 (the “**Minimum Payment Amount**”), the Payor shall pay to the Payee an additional amount equal to such shortfall (the “**True-Up Payment**”) such that the total cumulative payments made to the Payee under this Agreement equal the Minimum Payment Amount. The True-Up Payment, if any, shall be included in the next Participation Payment made to the Payor pursuant to Section 3.1.

5.0 COMMINGLING

5.1 The Payor shall have the right to commingle the Stockpile from which Products are to be produced, with ore, concentrates, minerals and other material mined and removed from other lands and property; provided, however, that the Payor shall calculate from representative samples the average grade thereof and other measures as are appropriate, and shall weigh (or calculate by volume) the material before commingling. In obtaining representative samples, calculating the average grade of the Ore and average recovery percentages, the Payor may use any procedures accepted in the mining and metallurgical industry which it believes suitable for the type of mining and processing activity being conducted and, in the absence of fraud, its choice of such procedures shall be final and binding on the Payee.

6.0 TAILINGS AND WASTE

6.1 All tailings or waste material contained in the Stockpile shall be the property of the Payor and, subject to Section 2.0, the Payor shall have no obligation to process or extract substances therefrom. If the Payor elects to extract Minerals of value therefrom and utilizes or sells the same, such Minerals shall be subject to the Participation Right. If the Payor commingles the tailings or waste material produced from the Stockpile with tailings and waste material not produced from the Stockpile, the Payor shall record the tonnage amount and source of such tailings and waste material prior to commingling and the Participation Payments, if any, shall be based upon the recoverable *pro rata* portion of the minerals in the tailings or waste material derived from the Stockpile. The records of the Payor shall be deemed conclusive as to the tailings or waste material attributable to each source.

7.0 CONDUCT OF OPERATIONS

7.1 Except as otherwise provided in this Agreement, all decisions concerning methods, the extent, times, procedures and techniques of any leaching, milling, processing, extraction treatment, if any, and the materials to be produced from the Stockpile, and except as otherwise provided in this Agreement all decisions concerning the sale or other disposition of Minerals (including, without limitation, decisions as to buyers, times of sale, whether to store or stockpile Minerals for a reasonable length of time without selling the same) shall be made by the Payor, acting reasonably and in accordance with best practices in the Canadian mining industry.

8.0 COMPLIANCE WITH LAWS/ENVIRONMENTAL OBLIGATIONS

8.1 The Payor will indemnify and save the Payee and its Affiliates harmless from any loss, cost or liability including, without limitation, reasonable legal fees arising from a claim against the Payee in respect of any failure by the Payor to at all times comply with all applicable present or future federal, provincial, territorial and local laws, statutes, rules, regulations, permits, ordinances, certificates, licences and other regulatory requirements, policies and guidelines relating to the Payor or the Stockpile; provided, however, the Payor shall have the right to contest any of the same if such contest does not jeopardize the Stockpile or the Payee's rights thereto or under this Agreement.

8.2 The Payor will indemnify and save the Payee and its Affiliates harmless from any loss, cost or liability (including, without limitation, reasonable legal fees) arising from a claim against the Payee in respect of:

- (a) any failure by the Payor to timely and fully perform all abandonment, restoration, remediation and reclamation required by all governmental authorities pertaining or related to the operations or activities of or by the Payor on or with respect to the Stockpile or required under this Agreement;
- (b) the Payor causing, suffering, or permitting any condition or activity at, on or in the vicinity of the Stockpile which constitutes a nuisance; or
- (c) any violation of or liability under any present or future applicable federal, territorial, provincial or local environmental laws, statutes, rules, regulations, permits, ordinances, certificates, licences and other regulatory requirements, policies or guidelines.

9.0 INSURANCE

9.1 The Payor shall purchase or otherwise arrange at its own expense and shall keep in force at all times insurance (including, without limitation, comprehensive general public liability insurance) against claims for bodily injury or death or property damage arising out of or resulting from activities or operations on or with respect to the Stockpile and in respect of loss, theft or destruction of Minerals, in such amounts as will adequately protect the Payor, the Payee, the Participation Right, and the Stockpile from any and all claims, liabilities and damages which may reasonably arise with respect to the Stockpile and as will adequately protect the Payor and the Payee from loss, theft and destruction of Minerals and prior to final sale. The Payee shall be named as a loss payee on all property, liability and other insurance policies held by the Payor and relating to the Stockpile, the Minerals or the Participation Right.

10.0 SECURITY

10.1 As security for the due and punctual payment and performance of all of the Obligations, the Payor shall, on or before the Effective Date, grant a continuing security interest and a first-ranking Encumbrance in favour of the Payee over all of the Collateral, and in furtherance thereof shall deliver or cause to be delivered to the Payee, in form and substance satisfactory to the Parties, acting reasonably, a mortgage, charge and security agreement provided by the Payor on all of the Payor's property and assets in favour of the Payee.

11.0 TERM

11.1 The term of this Agreement shall commence on the Effective Date and shall continue in full force and effect until the date on which all Products produced from the Stockpile have been fully sold and the Payor has made all Participation Payments owing in respect thereof to the Payee, including the True-Up Payment (if applicable).

12.0 CHANGE IN OWNERSHIP

12.1 By the Payor

Neither the Payor nor the Parent shall sell, assign or transfer (directly or indirectly), the Cameron Gold Project or any right, title or interest that it now has or may hereafter have therein, in whole or in part,

to any person, firm or corporation, or grant any person, firm or corporation an option or right to acquire the Cameron Gold Project or any right, title or interest that it now has or may hereafter have therein, in whole or in part, unless the intended transferee first provides an acknowledgement in writing to the Payee, in form and content to the reasonable satisfaction of the Payee, that it assumes this Agreement and the obligations of the Payor hereunder as if it were a named party in the first instance. No such sale, assignment, transfer, option or right, however accomplished, shall enlarge the obligations or diminish the rights of the Payee.

12.2 By the Payee

The Payee may sell, assign or transfer the whole but not part of its right, title and interest in and to this Agreement, including in and to the Participation Right (in each case, the **"Participation Interest"**) without the consent of the Payor.

13.0 PARENT GUARANTEE

13.1 Parent Guarantee

Subject to the terms, conditions and limitations contained in this Agreement, the Parent unconditionally guarantees to the Payee the due and punctual performance of the obligations of the Payor under this Agreement and the transactions contemplated by this Agreement (the **"Guaranteed Obligations"**). If for any reason the Payor shall fail, or be unable to duly, punctually and fully pay or perform the Guaranteed Obligations, the Parent will, subject to the terms, conditions and limitations contained in this Agreement, forthwith perform, or cause to be performed, the Guaranteed Obligations.

14.0 GENERAL PROVISIONS

14.1 Registration of Interest

The Payee shall have the right from time to time to register or record notice of this Agreement and the Participation Right, any other documents relating to or contemplated by the foregoing and any caution or other title document, against title to the Cameron Gold Project or elsewhere, and the Payor shall cooperate with all such registrations and recordings and provide its written consent or signature to any documents and do such other things from time to time as are necessary or desirable to effect all such registrations or recordings or otherwise to protect the interests of the Payee hereunder.

14.2 Time

Time is of the essence of this Agreement and each of the terms and conditions of this Agreement.

14.3 Notices

Any notices to be given to one party by the other may be sent by telecopy or email or personally delivered addressed as follows:

To the Payee:

First Mining Gold Corp.
Suite 2070, 1188 West Georgia Street
Vancouver, BC V6E 4A2

Attention: Daniel W. Wilton

Email: [REDACTED]

With a copy to (which shall not constitute notice):

Blake, Cassels & Graydon LLP
Suite 3500, 1133 Melville Street
Vancouver, BC V6E 4E5

Attention: Michelle Noorani

Email: [REDACTED]

To the Parent or Payor:

Seva Mining Corp.
Suite 3123 – 595 Burrard Street
Vancouver, BC V7X 1J1

Attention: Board of Directors

Email: [REDACTED]

With a copy to (which shall not constitute notice):

Farris LLP
25th Floor, 700 W Georgia Street,
Vancouver, BC V7Y 1B3

Attention: Daniel Everall

Email: [REDACTED]

or at such other address as any party hereto may from time to time designate by written notice to the other parties hereto and any such notice shall be deemed to have been given and received by the party to which it is addressed on delivery if delivered and on the day following transmission if telecopied.

14.4 No Fiduciary Duties

Nothing herein shall be construed to create, expressly or by implication, a fiduciary relationship or a partnership between the Payor and the Payee.

14.5 Severability

If any one or more of the provisions of this Agreement are held to be illegal, invalid or unenforceable for any reason, then such illegality, invalidity or unenforceability shall not affect any other provision hereof, but this Agreement shall be construed and enforced as if such illegal, invalid or unenforceable provision or provisions had never been contained herein.

14.6 Governing Law

This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the Province of British Columbia.

14.7 Binding Effect

All covenants, conditions and terms of this Agreement shall be of benefit to and run as a covenant with the Cameron Gold Project and shall bind and enure to the benefit of the parties hereto and their respective successors and assigns.

14.8 Successors and Assigns

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and assigns.

14.9 Further Assurances

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

14.10 Counterparts

This Agreement may be executed in counterparts and delivered by facsimile or in the form of a photocopy, and each such facsimile or photocopy signature shall be deemed to be an original and all such counterparts taken together shall be deemed to be one and the same original document and notwithstanding their actual date of execution shall be deemed to be dated as of the date first above written.

15.0 ARBITRATION

15.1 All disputes arising out of or in connection with this Agreement, or in respect of any legal relationship associated therewith or derived therefrom, shall be referred to and finally resolved by arbitration administered by the Vancouver International Arbitration Centre (VanIAC) pursuant to its applicable rules. The place of arbitration shall be Vancouver, British Columbia, Canada. The language of the arbitration shall be English.

15.2 Any arbitrator appointed pursuant to Section 15.1 shall have the power to grant any legal or equitable remedy or relief available under the applicable law, including injunctive relief (whether interim and/or final) and specific performance and any measures ordered by the arbitrators may be specifically enforced by any court of competent jurisdiction.

[Remainder of Page Intentionally Left Blank. Signature Page Follows]

IN WITNESS WHEREOF this Agreement has been executed as of the day and year first above written.

FIRST MINING GOLD CORP.

By: "Daniel Wilton"
Name: Daniel Wilton
Title: CEO

1001529863 ONTARIO LTD.

By: "Aaron Triplett"
Name: Aaron Triplett
Title: Director

SEVA MINING CORP.

By: "Kia Russell"
Name: Kia Russell
Title: CFO

SCHEDULE A

Stockpile

The ore stockpile on the claims described in this Schedule A, the center of which is located at UTM coordinates, NAD83 datum: 447030E, 5460030 N (and depicted, for the sake of convenience, in the below figure), as such stockpile exists as of the date of this Agreement.

