SUPPORT AGREEMENT

THIS AGREEMENT is made as of the 20th day of April, 2021.

AMONG:

____

(the **Securityholder**)

\- and -

Stratabound Minerals Corp.,

a company existing under the laws of the Province of Alberta

(**Stratabound**)

WHEREAS the Securityholder is the registered and/or beneficial owner of the Subject Securities (as hereinafter defined);

AND WHEREAS Stratabound and California Gold Mining Inc. (the **Corporation**) are concurrently entering into an arrangement agreement (the **Arrangement Agreement**) pursuant to which, among other things, and subject to the satisfaction of certain conditions, Stratabound or its affiliate will acquire by way of a plan of arrangement all of the outstanding common shares of the Corporation in exchange for common shares of Stratabound (the **Arrangement**);

AND WHEREAS the Securityholder wishes to enter into this Agreement to provide for the Securityholder's support of the Arrangement and the voting of the Subject Securities in favour of resolutions to approve the Arrangement at a meeting of holders of common shares of the Corporation to be called for the purposes of, among other things, considering the Arrangement (the **California Gold Meeting**);

AND WHEREAS this Agreement sets out the terms and conditions of the agreement of the Securityholder to abide by the covenants in respect of the Subject Securities and the other restrictions and covenants set forth herein and certain terms and conditions of the agreement of Stratabound in carrying out the Arrangement;

NOW THEREFORE this Agreement witnesses that, in consideration of the premises and the covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the parties hereto agree as follows:

ARTICLE 1
INTERPRETATION

1.1 Definitions

The recitals hereto, including defined terms therein, form an integral part of this Agreement.

For the purposes of this Agreement:

Agreement means this support agreement.

Alternative Transaction means another form of transaction (such as a take-over bid or amalgamation) whereby following completion of such transaction Stratabound and/or its affiliates would acquire ownership of or control over all of the California Gold Shares within a time period not to exceed the time period contemplated by the Arrangement Agreement by more than sixty days, for the same form and amount of consideration per California Gold Share contemplated by the Arrangement Agreement in respect of the Arrangement (other than an increase in the total consideration per California Gold Share or the addition of consideration), and otherwise on economic terms and other terms and conditions (including tax treatment, regulatory approvals and consents and the absence of a financing condition) and having consequences to California Gold and the California Gold Shareholders that are substantially equivalent to or better than those contemplated by the Arrangement Agreement.

Arrangement Resolution means the requisite shareholder resolution(s) of the California Gold Shareholders approving the Arrangement.

Business Day means any day of the week, other than a Saturday or Sunday or a statutory holiday observed in Toronto, Ontario.

control has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus and Registration Exemptions*.

Governmental Entity means (a) any international, multinational, national, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau, commissioner, minister, cabinet, governor in council, ministry, agency or instrumentality, domestic or foreign, (b) any subdivision or authority of any of the above, (c) any quasigovernmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, or (d) any stock exchange.

Outside Date means August 31, 2021.

California Gold Shareholder means a registered or beneficial holder of California Gold Shares, as the context requires.

California Gold Shares means the common shares in the capital of the Corporation.

Subject Securities means, collectively, the number and type of securities of the Corporation listed on Schedule “A” hereto, being all of the Subject Securities owned legally or beneficially by the Securityholder or over which the Securityholder exercises control or direction, and any securities of the Corporation which the Securityholder acquires legal or beneficial ownership of or over which the Securityholder exercises control or direction subsequent to the date hereof.

subsidiary has the meaning ascribed thereto in National Instrument 45-106 – *Prospectus and Registration Exemptions*.

Third Party Transaction Proposal means any proposal or offer made by any person with respect to the acquisition, financing, recapitalization and/or restructuring of the Corporation and/or its subsidiaries and affiliates, other than the Arrangement.

1.2 Singular; Plural, etc.

In this Agreement, words importing the singular number include the plural and vice versa and words importing gender include the masculine, feminine and neuter genders. Whenever used in this Agreement, the words “includes” and “including” and similar terms of inclusion shall not, unless expressly modified by the words “only” or “solely”, be construed as terms of limitation but rather shall mean “includes but is not limited to” and “including but not limited to”, so that references to included matters shall be regarded as illustrative without being either characterizing or exhaustive.

1.3 Headings, etc.

The division of this Agreement into Articles, Sections and Schedules and the insertion of the recitals and headings are for convenience of reference only and will not affect the construction or interpretation of this Agreement and, unless otherwise stated, all references in this Agreement or in the Schedules hereto to Articles, Sections and Schedules refer to Articles, Sections and Schedules of and to this Agreement or of the Schedules in which such reference is made, as applicable.

1.4 Date for any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day, such action will be required to be taken on the next succeeding day which is a Business Day. In this Agreement, references from or through any date mean, unless otherwise specified, from and including that date and/or through and including that date, respectively.

1.5 Statutory References

Any reference in this Agreement to a statute includes all regulations made thereunder, all amendments to such statute or regulations in force from time-to-time, and any statute or regulation that supplements or supersedes such statute or regulation.

1.6 Incorporation of Schedules

The Schedules attached hereto, for all purposes hereof, form an integral part of this Agreement.

ARTICLE 2
COVENANTS

2.1 Covenant of the Securityholder

The Securityholder agrees that all Subject Securities shall be subject to the provisions of this Agreement.

2.2 General Covenants of the Securityholder

The Securityholder hereby irrevocably and unconditionally covenants and agrees that, from the date hereof until the termination of this Agreement in accordance with Article 4, except as permitted by this Agreement:

(a) the Securityholder shall cause the Subject Securities entitled to be counted as present for purposes of establishing quorum to be counted and shall vote (or cause to be voted) the Subject Securities entitled to be voted (i) at the California Gold Meeting and (ii) in any action by written consent of the securityholders of the Corporation, in each case, in favour of the approval, consent, ratification and adoption of the Arrangement, including the Arrangement Resolution. In connection with the foregoing, subject to this Section 2.2(a), the Securityholder hereby agrees to deposit a proxy, or cause to be deposited a voting instruction form, as the case may be, duly completed and executed in respect of all of the Subject Securities as soon as practicable following the mailing of the California Gold Circular (as hereinafter defined) and in any event at least ten (10) calendar days prior to the California Gold Meeting, voting all of the Subject Securities that are entitled to be voted in favour of the Arrangement Resolution and, if so requested, provide a copy of such proxy or voting instruction form (or confirmation of such deposit reasonably acceptable to Stratabound) to Stratabound concurrently with such deposit; such proxy or proxies (or voting instruction form(s)) shall name those individuals as proxyholder for the Securityholder as may be designated by management of the Corporation in the circular of the Corporation prepared in connection with the California Gold Meeting (the **California Gold**

Circular). The Securityholder hereby agrees that it will not take, nor permit any person on its behalf to take, any action to withdraw, amend or invalidate any proxy or voting instruction form deposited pursuant to this Agreement, notwithstanding any statutory or other rights or otherwise which the Securityholder might have, unless this Agreement has at such time been previously terminated in accordance with Article 4;

(b) the Securityholder shall (A) vote, or cause to be voted, the Subject Securities that are entitled to be voted against and (B) not otherwise support or tender any Subject Securities in connection with, in each case, any: (i) liquidation, dissolution, recapitalization, merger, amalgamation, acquisition, strategic alliance, business combination, take-over bid, sale of material assets other than as contemplated by the Arrangement, any material issue or sale of treasury shares or rights or interests therein or thereto (other than any treasury shares issued as a result of the exercise or vesting of any currently outstanding options or warrants of the Corporation in accordance with their terms), or similar transactions or series of transactions involving the Corporation, or a proposal to do any of the foregoing, other than the Arrangement; (ii) amendment of the Corporation's articles or by laws or other proposal or transaction involving the Corporation which amendment or other proposal or transaction involving the Corporation would in any manner delay, impede, frustrate or prevent the Arrangement or any of the transactions reasonably necessary for the consummation of the Arrangement, or change in any manner the voting rights of the common shares of the Corporation or any other securities of the Corporation; and (iii) action, agreement, transaction or proposal that might reasonably be regarded as being directed towards or likely to delay or prevent the California Gold Meeting or the successful completion of the Arrangement or of the transactions reasonably necessary for the consummation of the Arrangement, at any meeting of securityholders of the Corporation, including any Third Party Transaction Proposal;

(c) subject to Section 5.1, the Securityholder shall not, directly or indirectly, through any officer, director, employee, representative, agent or otherwise, and shall not permit any such person to:

(i) solicit, assist, initiate, knowingly encourage or otherwise facilitate (including by way of furnishing or providing copies of, access to, or disclosure of, any confidential information, properties, facilities, books or records of the Corporation or entering into any form of agreement, arrangement or understanding) any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, a Third Party Transaction Proposal;

(ii) enter into or otherwise engage or participate in any substantive discussions or negotiations with any person (other than Stratabound or the Corporation and their affiliates) regarding any inquiry, proposal or offer that constitutes or may reasonably be expected to constitute or lead to, a Third Party Transaction Proposal;

(iii) withdraw, amend, modify or qualify, or publicly propose or state an intention to withdraw, amend, modify or qualify support for the transactions contemplated by the Arrangement;

(iv) accept, approve, endorse, tender to or recommend, or publicly propose to accept, approve, endorse, tender to or recommend any Third Party Transaction Proposal; or

(v) accept or enter into or publicly propose to accept or enter into any agreement, understanding or arrangement in respect of a Third Party Transaction Proposal; or

(vi) otherwise co-operate in any way with any effort or attempt by any other person or group to do or seek to do any of the foregoing.

(d) the Securityholder will immediately cease and cause to be terminated any existing solicitation, discussion or negotiation commenced prior to the date of this Agreement with any person (other than Stratabound or the Corporation) by such Securityholder or, if applicable, any of its officers, directors, employees, representatives or agents, on behalf of the Securityholder, with respect to any potential Third Party Transaction Proposal, whether or not initiated by the Securityholder or any of its officers, directors, employees, representatives or agents;

(e) the Securityholder agrees not to directly or indirectly (i) sell, transfer, assign, grant a participation interest in, option, pledge, hypothecate, grant a security interest in or otherwise convey or encumber (each, a **Transfer**), or enter into any agreement, understanding, option or other arrangement with respect to the Transfer of, any of the Subject Securities to any person, other than (1) pursuant to the Arrangement, (2) as between wholly-owned subsidiaries of the Securityholder (provided that such Transfer does not relieve the Securityholder of any of its obligations under this Agreement with respect to the Subject Securities) or (3) the Securityholder may pledge California Gold Shares issued upon the exercise of options as security for a loan to the Securityholder to fund the aggregate option exercise price if the lender agrees to vote the California Gold Shares so pledged in accordance with the terms of this Agreement, (ii) grant or agree to grant any proxies or powers of attorney, deposit any of the Subject Securities into any voting trust or enter into any voting agreement, commitment, understanding or arrangement, oral or written, with respect to the Subject Securities; or (iii) requisition or join in the requisition of any meeting of any of the securityholders of the Corporation;

(f) subject to Section 5.1, the Securityholder shall not take any other action of any kind, directly or indirectly, which might reasonably be regarded to materially reduce the success of, or delay or interfere with the completion of the transactions contemplated by the Arrangement, unless otherwise directed in writing by Stratabound;

(g) the Securityholder shall not, and shall not permit any other person to, exercise any rights of appraisal or rights of dissent of the Securityholder from the Arrangement or the transactions contemplated thereby;

(h) the Securityholder shall promptly notify Stratabound of the number and type of any new Subject Securities acquired by the Securityholder, if any, after the date hereof; and

(i) the Securityholder shall not do indirectly that which it may not do directly in respect of the restrictions on its rights with respect to the Subject Securities pursuant to this Agreement by the sale of a direct or indirect holding company or the granting of a proxy on the shares of any direct or indirect holding company and which would have, indirectly, an effect prohibited by this Agreement.

2.3 Co-operation/Alternative Transaction

If Stratabound concludes after the date of this Agreement that it is necessary or desirable to proceed with an Alternative Transaction, the Securityholder agrees to support the completion of the Alternative Transaction in the same manner as this Agreement provides with respect to the Arrangement, including, in the case of a bid, by causing all of the Subject Securities to be validly tendered in acceptance of such bid together with the letter of transmittal and, if applicable, notice of guaranteed delivery, and any other documents required in accordance with such issuer bid, and will not withdraw the Subject Securities from such bid except as expressly otherwise provided in this Agreement. In the event that Stratabound proceeds with an Alternative Transaction then the terms and conditions of the parties under this Agreement shall apply *mutatis mutandis* in the context of the Alternative Transaction.

2.4 General

The representations, warranties, terms, covenants and conditions contained herein in favour of the Securityholder are at least as favourable as the representations, warranties, terms, covenants and conditions agreed to by Stratabound with any other securityholder who has agreed to support the transaction. Should Stratabound enter into any subsequent agreement with any other securityholder to support the transaction which provides for representations, warranties, terms, covenants and conditions more favourable than those contained in this Agreement, then this Agreement shall be deemed to be modified to provide the Securityholder with those more favourable representations, warranties, terms, covenants and conditions. Stratabound shall notify the Securityholder promptly of the existence of such more favourable representations, warranties, terms, covenants and conditions and the Securityholder shall have the right to receive the more favourable representations, warranties, terms, covenants and conditions immediately. If requested in writing by the Securityholder, Stratabound shall amend this Agreement to contain the more favourable representations, warranties, terms, covenants and conditions.

ARTICLE 3
REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of the Securityholder

The Securityholder hereby represents and warrants to Stratabound as follows, and acknowledges that Stratabound is relying upon such representations and warranties in entering into this Agreement and completing the transactions contemplated hereby:

(a) **Incorporation; Capacity; Authorization.** In the case of a Securityholder that is not an individual, the Securityholder is duly incorporated or formed, as applicable, and validly existing under the laws of its jurisdiction of incorporation or formation. The Securityholder, if an individual, has the legal capacity, or if a corporation, trust, partnership or other legal entity, the requisite corporate power and capacity, to enter this Agreement and to carry out its obligations hereunder. If the Securityholder is a corporation, trust, partnership or other legal entity, the execution and delivery of this Agreement by the Securityholder, and performance by the Securityholder of its obligations hereunder, have been duly authorized by its board of directors (or equivalent) and no other corporate proceeding on its part is necessary to authorize the execution and delivery by the Securityholder of this Agreement and the transactions contemplated hereunder.

(b) **Enforceable.** This Agreement has been duly executed and delivered by the Securityholder and constitutes a legal, valid and binding obligation of the Securityholder, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally, and to public policy and the general principles of equity.

(c) **Ownership of Shares and Other Securities.** The Securityholder (i) is, and as of the record date for voting at the California Gold Meeting will be, the sole beneficial owner of the Subject Securities, or (ii) does, and as of the record date for voting at the California Gold Meeting will, exercise control or direction over, directly or indirectly, the Subject Securities. Other than the Subject Securities, neither the Securityholder nor any entity controlled by it, beneficially owns, or exercises control or direction over, directly or indirectly, any other securities of the Corporation.

(d) **No Agreements**. No person has any agreement or option, or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option, for the purchase, acquisition or transfer of any of the Subject Securities, or any interest therein or right thereto, except pursuant to this Agreement.

(e) **Voting.** The Securityholder has the sole and exclusive right to enter into this Agreement and to vote or direct the voting of the Subject Securities as contemplated herein. None of the Subject

Securities is subject to any proxy, power of attorney, attorney-in-fact, voting trust, vote pooling or other agreement with respect to the right to vote, call meetings of any of the Corporation's securityholders or give consents or approvals of any kind.

(f) **No Breach.** Neither the execution and delivery of this Agreement by the Securityholder, the consummation by the Securityholder of the transactions contemplated hereby nor the compliance by the Securityholder with any of the provisions hereof will:

(i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal):

(A) where the Securityholder is a corporation, under any provision of the certificate of incorporation, articles, by-laws or any other constating document of the Securityholder, or

(B) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which the Securityholder is a party or by which the Securityholder or any of its properties or assets (including the Subject Securities) may be bound,

except such breaches or defaults which could not, individually or in the aggregate, impair the ability of the Securityholder to perform its obligations under this Agreement,

(ii) require on the part of the Securityholder, the making of any declaration or filing with (other than pursuant to the requirements of applicable securities legislation (which filings the Securityholder will undertake)), or any permit, authorization, consent, approval or order to be obtained from, any Governmental Entity or any other person, or

(iii) violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to the Securityholder or any of its properties or assets,

in each case other than as would not be reasonably expected to have a materially adverse effect on the Securityholder's ability to perform its obligations hereunder.

(g) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of the Securityholder, threatened against (i) the Securityholder or any of its properties or (ii) in the case of Subject Securities over which the Securityholder exercises control or direction, the beneficial owner(s) of such Subject Securities that, individually or in the aggregate, could reasonably be expected to have an adverse effect on the Securityholder's ability to consummate the transactions contemplated by this Agreement. There is no order of any Governmental Entity against the Securityholder that could prevent, enjoin, alter or materially delay any of the transactions contemplated by this Agreement, or that could reasonably be expected to have an adverse effect on the Securityholder's ability to consummate the transactions contemplated by this Agreement.

3.2 Representations and Warranties of Stratabound

Stratabound hereby represents and warrants to the Securityholder, acknowledging that the Securityholder is relying upon such representations and warranties in entering into this Agreement:

(a) **Capacity.** Stratabound validly exists under the laws of the Province of Alberta and has the necessary corporate power and capacity to execute and deliver this Agreement and to perform its obligations hereunder.

(b) **Authorization.** The execution, delivery and performance of this Agreement by Stratabound have been duly authorized by all necessary corporate action on the part of Stratabound.

(c) **Enforceable.** This Agreement has been duly executed and delivered by Stratabound and constitutes a legal, valid and binding obligation of Stratabound, enforceable against it in accordance with its terms, subject to bankruptcy, insolvency and other similar laws affecting creditors' rights generally, and to public policy and the general principles of equity.

(d) **No Breach.** Neither the execution and delivery of this Agreement by Stratabound, the consummation by Stratabound of the Arrangement nor the compliance by Stratabound with any of the provisions of the Arrangement Agreement will:

(i) result in any breach of, or constitute a default (or an event which with notice or lapse of time or both would become a default) (or give rise to any third party right of termination, cancellation, material modification, acceleration, purchase or right of first refusal):

(A) under any provision of the certificate of incorporation, articles or any other constating document of Stratabound, or

(B) under any of the terms, conditions or provisions of any note, loan agreement, bond, mortgage, indenture, contract, license, agreement, lease, permit or other instrument or obligation to which Stratabound is a party or by which Stratabound or any of its properties or assets may be bound,

except such breaches or defaults which could not, individually or in the aggregate, impair the ability of Stratabound to perform its obligations under this Agreement or the Arrangement Agreement,

(ii) require on the part of Stratabound, the making of any declaration or filing with, or any permit, authorization, consent, approval or order to be obtained from, any Governmental Entity or any other person (other than those as have been or will be obtained by the Effective Date (as defined in the Arrangement Agreement) or those as may be required under applicable securities legislation), or

(iii) violate or conflict with any judgement, order, notice, decree, statute, law, ordinance, rule or regulation applicable to Stratabound or any of its properties or assets,

in each case other than as would not be reasonably expected to have a materially adverse effect on Stratabound' ability to perform its obligations under the Arrangement Agreement.

(e) **No Proceedings.** There is no private or governmental action, suit, proceeding, claim, arbitration or investigation pending before any Governmental Entity, or, to the knowledge of Stratabound, threatened against (i) Stratabound or any of its properties or (ii) that, individually or in the aggregate, could reasonably be expected to have an adverse effect on Stratabound' ability to consummate the transactions contemplated by the Arrangement Agreement. There is no order of any Governmental Entity against Stratabound that could prevent, enjoin, alter or materially delay any of the transactions contemplated by the Arrangement Agreement, or that could reasonably be expected to have an adverse effect on Stratabound' ability to consummate the transactions contemplated by the Arrangement Agreement.

(f) **Non-Public Material Information.** As of the date hereof, there are no material changes concerning Stratabound that have not been publicly disclosed in its filings on SEDAR other than may relate to the Arrangement Agreement and this Agreement. To its knowledge, as of the date hereof, Stratabound is not aware of any material changes concerning California Gold that have not been publicly disclosed in California Gold's filings on SEDAR.

ARTICLE 4
TERMINATION

4.1 Termination

This Agreement shall terminate on the earliest to occur of:

(a) the mutual written agreement of the parties to terminate;

(b) the date upon which the Arrangement Agreement is terminated in accordance with its terms;

(c) by Stratabound if:

(i) the Securityholder is in default of any covenant or condition contained herein and such default has or may have an adverse effect on the consummation of the transactions contemplated by this Agreement and such default has not been cured within five (5) Business Days of written notice of such default being given by Stratabound to the Securityholder; or

(ii) any representation or warranty of the Securityholder under this Agreement is untrue or incorrect in any material respect and such default has not been cured within five (5) Business Days of written notice of such default being given by Stratabound to the Securityholder;

provided that at the time of such termination, Stratabound is not in material default in the performance of its obligations under this Agreement;

(d) by the Securityholder if:

(i) Stratabound fails to perform any covenant on the part of Stratabound under this Agreement or if any of the representations or warranties of Stratabound under this Agreement have been at the date hereof, or subsequently become, untrue or incorrect in any material respect (except for representations and warranties made as of a specified date, the accuracy of which shall be determined as of such specified date); provided that Securityholder has notified Stratabound in writing of the foregoing and the same has not been cured within five (5) business days of the date such notice was received by Stratabound;

(ii) by the Securityholder if Stratabound agrees to any amendments or waivers in respect of the Arrangement Agreement that have the effect of: (A) imposing additional conditions to the completion of the Arrangement; (B) changing the amount or form of the consideration per Subject Security payable pursuant to the Arrangement (other than to increase the total consideration per Subject Security or to add additional consideration) or reducing the Exchange Ratio (as defined in the Arrangement Agreement); (C) otherwise amending the terms or conditions of the Arrangement Agreement in a manner that is materially adverse to the Securityholder;

and provided that at the time of such termination, the Securityholder is not in material default in the performance of its obligations under this Agreement;

(e) by Securityholder if the Arrangement has not been completed by the Outside Date; and

(f) the completion of the Arrangement.

4.2 Effect of Termination

If this Agreement is terminated in accordance with this Article 4, the provisions of this Agreement will become void and no party shall have liability to any other party, except in respect of a breach of this Agreement which occurred prior to such termination, and the Securityholder shall be entitled to withdraw any form of proxy or power of attorney or voting instruction which it may have given with respect of the Subject Securities or, if applicable, to withdraw any deposited Subject Securities to any bid.

ARTICLE 5
GENERAL

5.1 Fiduciary Obligations

Stratabound agrees and acknowledges that if the Securityholder is a director or officer of the Corporation, the Securityholder is bound hereunder solely in his or her capacity as a securityholder of the Corporation and that the provisions of this Agreement shall not be deemed or interpreted to bind the Securityholder in his or her capacity as a director or officer of the Corporation or any of its subsidiaries. For the avoidance of doubt, if the Securityholder is a director or officer of the Corporation, nothing in this Agreement shall limit or restrict any party from properly fulfilling his or her fiduciary duties as a director or officer of the Corporation.

5.2 Disclosure

The Securityholder hereby consents to details of this Agreement (including the Securityholder's identity and holding of Subject Securities) being set out in any press release or information circular, including the California Gold Circular, produced by any of the Corporation or Stratabound or any of their respective affiliates in connection with the transactions contemplated by this Agreement, provided that same is first made available to the Securityholder for review in a reasonable period before dissemination and filing and the Securityholder hereby further consents to the filing of this Agreement by the Corporation with the Canadian securities regulatory authorities to the extent the latter determines that such filing is necessary under applicable law or applicable stock exchange requirements.

Except as required by applicable law or applicable stock exchange requirements, the Securityholder will not, and will ensure that the entities controlled by it do not, make any public announcement with respect to the transactions contemplated herein without the prior written approval of Stratabound. The Securityholder agrees to consult with Stratabound prior to making any public filing or making any public announcement or statement with respect to the Arrangement, provided that nothing shall prevent it from filing within the time period required by applicable law.

5.3 Notice of Untrue Representation or Warranty

Each party agrees to promptly notify the other parties in writing upon becoming aware that any representation or warranty of it contained in this Agreement becoming untrue or incorrect. Any such notification must set out the particulars of the untrue or incorrect representation or warranty and details of any actions being taken to rectify the matters.

5.4 Time

Time shall be of the essence in this Agreement.

5.5 Governing Law

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. Each of the parties hereby irrevocably attorns to the non-exclusive jurisdiction of the court of the Province of Ontario in respect of all matters arising under and in relation to this Agreement.

5.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof and cancels and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, between the parties hereto with respect to the subject matter hereof. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, expressed, implied or statutory, between the parties other than as expressly set forth in this Agreement.

5.7 Amendments

This Agreement may not be modified, amended, altered or supplemented, except upon the execution and delivery of a written agreement executed by each of the parties hereto.

5.8 Severability

If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the terms of this Agreement remain as originally contemplated to the fullest extent possible.

5.9 Assignment

The provisions of this Agreement shall be binding upon and enure to the benefit of the parties hereto and their respective successors and permitted assigns, provided that no party may assign, delegate or otherwise transfer any of its rights, interests or obligations under this Agreement without the prior written consent of the other parties hereto.

5.10 Notices

Any notice, request, consent, agreement or approval which may or is required to be given pursuant to this Agreement shall be in writing and shall be sufficiently given or made if delivered, or sent by facsimile or other electronic communication (including by electronic mail via the Internet), in the case of:

(a) Stratabound, addressed as follows:

Stratabound Minerals Corp.
100 King Street West, Suite 5700
Toronto, Ontario
M5X 1C7

Attention: R. Kim Tyler
Email: ktyler@stratabound.com

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

Dentons Canada LLP

1500-850 2 St SW
Calgary, Alberta
T2P 0R8

Attention: D. Richard Skeith
Email: rick.skeith@dentons.com

(a) the Securityholder, as set forth on the signature page to this Agreement.

or to such other address as the relevant person may from time to time advise by notice in writing given pursuant to this Section. The date of receipt of any such notice, request, consent, agreement or approval shall be deemed to be the date of delivery or sending thereof if sent or delivered during normal business hours on a Business Day at the place of receipt and, otherwise, on the next following Business Day.

5.11 Damage Provisions

Each party acknowledges and agrees that in the event of any breach of this Agreement, the other would be irreparably and immediately harmed and could not be made whole by monetary damages only. It is accordingly agreed that (i) each party hereby waives, in any action for specific performance, the defence of adequacy of a remedy at law, and (ii) each party shall be entitled, in addition to any other remedy to which it may be entitled at law or in equity, to compel specific performance of this Agreement or to an injunction or injunctions.

5.12 Exercise of Rights

All rights, powers and remedies provided under this Agreement or otherwise available in respect hereof at law or in equity shall be cumulative and not alternative, and the exercise of any right, power or remedy by any part shall not preclude the simultaneous or later exercise of any other such right, power or remedy by such party. The failure of any party hereto to exercise any right, power or remedy provided under this Agreement or otherwise available in respect hereof at law or in equity, or to insist upon compliance by the other party hereto with its obligations hereunder, and any custom or practice of the parties at variance with the terms hereof, shall not constitute a waiver by such party of its right to exercise any such or other right, power or remedy or to demand such compliance.

5.13 Expenses

Each of the parties shall pay its respective legal, financial advisory and accounting costs and expenses incurred in connection with the preparation, execution and delivery of this Agreement and all documents and instruments executed or prepared pursuant hereto and any other costs and expenses whatsoever and howsoever incurred. This section shall survive the termination of this Agreement pursuant to Article 4.

5.14 Counterparts

This Agreement may be executed in any number of counterparts (including counterparts by facsimile) and all such counterparts taken together shall be deemed to constitute one and the same instrument. The parties shall be entitled to rely upon delivery of an executed facsimile or similar executed electronic copy of this Agreement, and such facsimile or similar executed electronic copy shall be legally effective to create a valid and binding agreement between the parties.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first written above.

STRATABOUND

By: ______________________________

Name:

Title:

____

(Print Name of Securityholder)

____

(Signature of Securityholder or Authorized Signatory)

____

(Place of Residency)

____

(Print Name and Title)

Address:

Telephone:

Facsimile:

SCHEDULE “A”

Subject Securities

[TO BE COMPLETED]