

UNDERWRITING AGREEMENT

March 10, 2021

Treasury Metals Inc.

The Exchange Tower
Suite 3680 – 130 King Street West
Toronto, ON M5X 1B1

Attention: Jeremy Wyeth, President & CEO

Dear Sirs/Mesdames:

Haywood Securities Inc. (“**Haywood**”) and Cormark Securities Inc. (“**Cormark**”), as joint bookrunners, and together with Sprott Capital Partners LP (“**Sprott**” and, collectively with Haywood and Cormark, the “**Co-Lead Underwriters**” and, individually, a “**Co-Lead Underwriter**”), as co-lead underwriters, and together with PI Financial Corp., IA Private Wealth Inc., and Paradigm Capital Inc. (collectively, the “**Underwriters**” and, individually, an “**Underwriter**”) understand that Treasury Metals Inc. (the “**Company**”) proposes to issue and sell to the Underwriters on a private placement basis an aggregate of 10,530,000 special warrants of the Company (the “**Special Warrants**”) at a price per Special Warrant of \$0.95 (the “**Special Warrant Offering Price**”) for aggregate gross proceeds to the Company of \$10,003,500. Subject to the terms and conditions set out in this Agreement (as defined below), the Underwriters hereby severally and not jointly, in the respective percentages set forth in paragraph 18, agree to purchase the Special Warrants and the Company agrees to issue and sell to the Underwriters, the Special Warrants at the Closing Time (as defined below) at the Special Warrant Offering Price per Special Warrant for an aggregate purchase price of \$10,003,500. Up to an aggregate of 1,421,052 Special Warrants for total gross proceeds of up to \$1,350,000 may be issued to purchasers identified by the Company (the “**President’s List**”). The Company also hereby grants the Underwriters an option (the “**Over-Allotment Option**”) for the purposes of covering the Underwriters’ “over-allocation position” (as that term is defined in NI 41-101 (as hereinafter defined)), which may be exercised in whole or in part at the Underwriters’ sole discretion, to acquire up to an additional 1,579,500 Special Warrants (the “**Over-Allotment Special Warrants**”) at the Special Warrant Offering Price for additional gross proceeds of up to \$1,500,525, exercisable at any time up to 48 hours prior to the Closing Date.

The offering of the Special Warrants by the Company described in this Agreement is hereinafter referred to as the “**Offering**” and, unless otherwise required by the context, references to the “Offering” shall include the offering of Over-Allotment Special Warrants pursuant to the Over-Allotment Option.

It is understood that the Underwriters intend to arrange for qualified substituted purchasers (the “**Substituted Purchasers**”) in the Qualifying Jurisdictions (as defined below) to purchase the Special Warrants, in which case, the Company will sell such Special Warrants to such Substituted Purchasers on the Closing Date (as defined herein) and upon completion and settlement of such sales, the Underwriters’ rights and obligations to purchase Special Warrants pursuant to the Offering will be proportionately reduced. Haywood will determine, on behalf of itself and the other Underwriters, in its sole discretion, the breakdown of allocations of the Special Warrants among Substituted Purchasers.

Each Special Warrant will entitle the holder thereof to receive, upon voluntary exercise prior to, or deemed exercise on, the Automatic Exercise Date (as defined below) and without payment of additional consideration, one common share in the capital of the Company (a “**Common Share**”). Each Special Warrant not previously exercised will be deemed to be exercised, without payment of additional consideration, into one Common Share on the earlier of (the “**Automatic Exercise Date**”): (i) the date which is four months and a day following the Closing Date; and (ii) 4:59 p.m. (Toronto time) on the fifth Business Day (as defined below) after the Qualification Date (as defined below).

The Company will use commercially reasonable efforts to file a Preliminary Prospectus (as defined below) qualifying for distribution the Common Shares upon exercise or deemed exercise of the Special Warrants by March 31, 2021 and to file the Final Prospectus (as defined below) by no later than April 15, 2021.

The “**Qualification Date**” means the date on which a receipt for the Final Prospectus is issued by the Ontario Securities Commission, as principal regulator, on its own behalf and on behalf of each of the other relevant securities regulators in the Qualifying Jurisdictions (as defined below).

The Special Warrants will be duly and validly created and issued pursuant to, and governed by, a special warrant indenture (the “**Special Warrant Indenture**”) to be entered into on the Closing Date between the Company and TSX Trust Company (the “**Special Warrant Agent**”) in its capacity as Special Warrant agent thereunder. The description of the Special Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Special Warrants to be set forth in the Special Warrant Indenture. In the case of any inconsistency between the description of the Special Warrants in this Agreement and their terms and conditions as set forth in the Special Warrant Indenture, the provisions of the Special Warrant Indenture will govern.

The Company will use the net proceeds from the sale of the Special Warrants to fund exploration and trade-off optimization studies as part of the pre-feasibility study work and development of the Company’s Goliath Gold Complex (as defined herein) projects, as well as for general working capital purposes.

In consideration of the services to be rendered by the Underwriters in connection with the sale and purchase of Special Warrants under the Offering and all other services related thereto, the Company will pay to the Underwriters the Commission (as defined herein) in accordance with the provisions of paragraph 2.4.

Concurrent with the Offering, the Company will conduct a private placement of up to 6,820,000 flow-through special warrants of the Company at a price of \$1.10 per flow-through special warrant for gross proceeds of \$7,502,000 anticipated to close on the Closing Date. Each such flow-through special warrant will be exercisable into one Common Share on the same terms as the Special Warrants and the distribution will be qualified under the Final Prospectus (the “**Concurrent Offering**”).

Sales of the Special Warrants may be made to Substituted Purchasers (outside of the United States) pursuant to exemptions from the prospectus and registration requirements of Securities Laws and applicable securities laws of those jurisdictions outside of Canada and the United States.

The Underwriters are entitled to appoint, at their sole expense, other registered dealers acceptable to the Company (the “**Selling Firms**”) as agents to assist in the Offering and the Underwriters may determine the remuneration payable to such Selling Firms, such remuneration to be the sole responsibility of the Underwriters.

The Offering is conditional upon and subject to the additional terms and conditions set forth below.

1. Interpretation.

1.1 Definitions

In this Agreement and the Schedules hereto, in addition to the terms defined above, unless otherwise indicated or unless the context otherwise requires, the following terms will have the following meanings:

“**Action**” has the meaning ascribed to that term in paragraph 15;

“**affiliate**” and “**associate**” have the respective meanings ascribed to them in the *Securities Act* (Ontario);

“**Agreement**” means this agreement and includes the schedules hereto, as modified, amended and/or supplemented from time to time;

“**AIF**” means the Company’s annual information form dated March 27, 2020 for the financial year ended December 31, 2019 filed on SEDAR;

“**Ancillary Documents**” means all agreements (including the Subscription Agreements and the Special Warrant Indenture), certificates representing the Special Warrants and/or Common Shares;

“**Applicable Laws**” means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, written policies, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and conditions of any grant of approval, permission, authority or license of any court, governmental entity or statutory body or regulatory body (including the TSX) applicable to the Offering, and includes Securities Laws;

“**Automatic Exercise Date**” has the meaning ascribed to such term above;

“**Business Day**” means a day on which banks are open for the transaction of regular business in Vancouver, British Columbia or Toronto, Ontario;

“**CDS**” means CDS Clearing and Depository Services Inc.;

“**Closing**” means the completion of the issue and sale by the Company, and the purchase by the Underwriters and/or Purchasers of the Special Warrants pursuant to this Agreement and the Subscription Agreements;

“**Closing Date**” means March 10, 2021 or such other date as the Company and Haywood may agree;

“**Closing Time**” means 11:00 am (Toronto time) on the Closing Date or such other time as the Company and Haywood may agree;

“**Co-Lead Underwriters**” has the meaning ascribed to such term above;

“**Commission**” has the meaning ascribed to that term in paragraph 2.4;

“**Common Share**” means a common share in the capital of the Company;

“**Company**” has the meaning ascribed to such term above;

“**Concurrent Offering**” has the meaning ascribed to such term above;

“**Continuing Underwriter**” has the meaning ascribed to that term in paragraph 18(c);

“**Cormark**” has the meaning ascribed to such term above;

“**Disclosure Documents**” means all information regarding the Company (and its predecessors and former subsidiaries) that has been filed on SEDAR since January 1, 2019, or is filed on SEDAR on or prior to the Automatic Exercise Date, including the Financial Statements, AIF, press releases, material change reports, prospectuses and information circulars;

“**distribution**” means distribution or distribution to the public, as the case may be, as those terms are defined in Securities Laws;

“**Documents Incorporated by Reference**” means all documents that are required to be incorporated by reference, or that are deemed to be incorporated by reference, under Securities Laws in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material, as applicable (including financial statements, management’s discussion and analysis, management information circulars, annual information forms, business acquisition reports, material change reports, marketing materials, whether before or after the date of this Agreement);

“**Environmental Activity**” means and includes any past or present activity, event or circumstance in respect of a contaminant including the storage, use, holding, collection, purchase, accumulation, assessment, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation thereof, or the

release, escape, leaching, dispersal or migration thereof into the natural environment, including the movement through or in the air, soil, surface water or groundwater;

“**Environmental Laws**” means and includes any and all applicable international, federal, provincial, state, municipal, national or local laws, statutes, regulations, treaties, orders, judgments, decrees, ordinances, official directives and all authorizations relating to the environment, occupational health and safety;

“**Final Prospectus**” means the (final) short form prospectus of the Company, including all of the Documents Incorporated by Reference, prepared by the Company and certified by the Company and the Underwriters qualifying the distribution of the Qualified Securities in the Qualifying Jurisdictions;

“**Financial Statements**” means, collectively: (i) the unaudited consolidated financial statements of the Company as at, and for the nine month period ended September 30, 2020; and (ii) the audited consolidated financial statements of the Company as at, and for the fiscal year ended, December 31, 2019 and December 31, 2018, and the notes thereto, together with the report of RSM Canada LLP thereon filed on SEDAR;

“**First Mining**” means First Mining Gold Corp.;

“**Goliath Gold Complex**” means, collectively: (i) the mineral claims consisting of approximately 4,984 hectares of patented and unpatented claims, located in the Kenora Mining Division, northwestern Ontario, known as the Goliath Gold Project; and (ii) the exploration property comprising 268 claim blocks located in Northwestern Ontario, known as the Goldund Property, all as more particularly described in the Disclosure Documents;

“**Governmental Authority**” means any governmental authority and includes, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, regulatory or administrative of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“**Haywood**” has the meaning ascribed to such term above;

“**IFRS**” means International Financial Reporting Standards, as issued by the International Accounting Standards Board and as adopted by the Chartered Professional Accountants of Canada in Part I of The Chartered Professional Accountants Canada Handbook – Accounting, as amended from time to time;

“**including**” means “including without limitation”;

“**Indemnified Persons**” has the meanings ascribed to that term in paragraph 15;

“**Intellectual Property**” has the meaning ascribed to that term in paragraph 7(n);

“**Investor Rights Agreement**” means the investor rights agreement between the Company and First Mining dated August 7, 2020 whereunder First Mining is granted certain rights as a securitholder of the Company;

“**Lien**” means any mortgage, charge, pledge, encumbrance, hypothec, security interest, prior claim or lien (statutory or otherwise), in each case, whether contingent or absolute;

“**Material Adverse Effect**” means any event, fact, circumstance, development, occurrence or state of affairs that is materially adverse to the business, assets (including intangible assets), affairs, operations, prospects, liabilities (contingent or otherwise), capital, properties, condition (financial or otherwise) or results of operations of the Company and the Subsidiary, taken as a whole, whether or not arising in the ordinary course of business;

“**misrepresentation**”, “**material fact**” and “**material change**” have the respective meanings ascribed to them in the *Securities Act* (Ontario);

“**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects* adopted by the Canadian Securities Administrators;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions* adopted by the Canadian Securities Administrators;

“**notice**” has the meaning ascribed to such term in paragraph 17;

“**NP 11-202**” means National Policy 11-202 – *Process for Prospectus Reviews in Multiple Jurisdictions* adopted by the Canadian Securities Administrators;

“**Offering**” has the meaning ascribed to such term above;

“**OSC**” means Ontario Securities Commission;

“**Permitted Liens**” means such Liens in respect of the Company or its subsidiaries as are (i) previously disclosed to the Co-Lead Underwriters in writing, or (ii) in respect of Taxes not yet due and payable or being contested in good faith by appropriate proceedings;

“**Person**” includes an individual, a firm, a corporation, a body corporate, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

“**Preliminary Prospectus**” means the preliminary short form prospectus of the Company, including all of the Documents Incorporated by Reference, prepared by the Company and certified by the Company and the Underwriters relating to the distribution of the Qualified Securities in the Qualifying Jurisdictions;

“**Purchasers**” means the Persons who are Substituted Purchasers (who as purchasers or beneficial purchasers) acquire Special Warrants by duly completing, executing and delivering the Subscription Documents;

“**Qualification Date**” has the meaning ascribed to such term above;

“**Qualified Securities**” means the Common Shares issuable upon the deemed exercise of the Special Warrants;

“**Qualifying Jurisdictions**” means each of the Provinces of Canada (except Quebec);

“**Refusing Underwriter**” has the meaning ascribed to that term in paragraph 18(c);

“**Securities Commission**” means the applicable securities commission or securities regulatory authority in each of the Qualifying Jurisdictions and “**Securities Commissions**” has a comparable meaning;

“**Securities Laws**” means all applicable securities laws in each of the Qualifying Jurisdictions where Special Warrants are sold and the respective rules and regulations made thereunder, together with applicable published policy statements, instruments, orders and rulings of the securities regulatory authorities in such Provinces of Canada and the rules of the TSX;

“**SEDAR**” means the System for Electronic Document Analysis and retrieval established by National Instrument 13-101 of the Canadian Securities Administrators;

“**Selling Firm**” has the meaning ascribed to such term above;

“**Special Warrants**” has the meaning ascribed to such term above;

“**Special Warrant Agent**” has the meaning ascribed to such term above;

“**Special Warrant Indenture**” has the meaning ascribed to such term above;

“**Special Warrant Offering Price**” has the meaning ascribed to such term above;

“**Sprott**” has the meaning ascribed to such term above;

“**Subscription Agreements**” means the subscription agreements, in the form agreed upon by the Company and the Underwriters, pursuant to which Purchasers agree to subscribe for and purchase Special Warrants;

“**Subscription Documents**” means, with respect to a Purchaser, a Subscription Agreement duly completed by the Purchaser together with all applicable duly completed schedules to the Subscription Agreement in the forms attached thereto and any other forms or documents required under applicable Securities Laws or any other Applicable Laws;

“**Subsequent Disclosure Documents**” means any annual and/or interim financial statements, management’s discussion and analysis, information circulars, annual information forms, material change reports, business acquisition reports or other documents issued by the Company after the date of this Agreement that are required to be incorporated by reference into the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;

“**Subsidiary**” means Goldeye Explorations Limited;

“**Substituted Purchasers**” has the meaning ascribed to such term above;

“**Supplementary Material**” means, collectively, any amendment to or amendment and restatement of, the Preliminary Prospectus and/or the Final Prospectus, and any further amendment, amendment and restatement or supplemental prospectus thereto or ancillary materials that may be filed by or on behalf of the Company under the Securities Laws relating to the qualification of the distribution of the Qualified Securities;

“**Taxes**” has the meaning ascribed to that term in paragraph 7(m);

“**TSX**” means the Toronto Stock Exchange; and

“**Underwriter**” or “**Underwriters**” has the meaning ascribed to such term above.

1.2 Knowledge.

Where any representation or warranty contained in this Agreement or any Ancillary Document is expressly qualified by reference to the “knowledge” of the Company, or where any other reference is made herein or in any Ancillary Document to the knowledge of the Company, it will be deemed to refer to the actual knowledge of the Chief Executive Officer and the Chief Financial Officer of the Company, after having made reasonable enquiry of appropriate and relevant persons having regard to the role and responsibilities of such person as an officer and/or director of the Company.

1.3 Business Days.

Where any action or step is to be taken or completed on or by a specified date, and such date is not a Business Day in the applicable jurisdiction, then such action or step may be taken or completed on the next following Business Day.

1.4 Plural and Gender.

Whenever used in this Agreement, words importing the singular number only will include the plural and vice versa and words importing the masculine gender will include the feminine gender and neuter.

1.5 Currency. Unless otherwise specified, references to “\$” are to Canadian.

2. Terms and Conditions

2.1 Bought Deal.

Upon and subject to the terms and conditions set forth herein, the Underwriters, severally and not jointly nor jointly and severally, in the respective percentages set out in paragraph 18, hereby agree to purchase from the Company, and

the Company hereby agrees to issue and sell to the Underwriters, all but not less than all of the Special Warrants at the Closing Time for the aggregate purchase of \$10,003,500.

2.2 Sale on an Exempt Basis to Purchasers.

The Company understands that, although the offer to act as Underwriters with respect to the Special Warrants is made hereunder by the Underwriters to the Company as purchasers, the Underwriters have the right to arrange for the Special Warrants to be purchased by the Purchasers: (a) in the Qualifying Jurisdictions on a “private placement basis” in compliance with the Securities Laws such that the offer and sale of the Special Warrants does not obligate the Company to file a prospectus (other than the Preliminary Prospectus, the Final Prospectus or any Supplementary Material relating to the distribution of the Qualified Securities); and (b) subject to the consent of the Company not to be reasonably withheld, in such other jurisdictions (excluding the United States) on a “private placement basis” in compliance with all applicable securities laws of such other jurisdictions provided that no prospectus, registration statement, offering memorandum or similar document is required to be filed in such jurisdiction, no registration or similar requirement would apply with respect to the Company in such other jurisdictions and the Company does not thereafter become subject to ongoing or continuous disclosure obligations in such other jurisdictions.

2.3 Legal Compliance.

The Company undertakes to file or cause to be filed, within the time periods stipulated by Applicable Laws, all forms, undertakings and other documents required to be filed by the Company under Applicable Laws in connection with the offer and sale of the Special Warrants in order that the distribution of the Special Warrants and the Qualified Securities may lawfully occur without the necessity of filing a prospectus, registration statement or similar document in Canada or any other jurisdiction where Special Warrants are offered and sold by the Underwriters. The Company’s obligation to file any form, undertaking or other document under the Applicable Laws of any other jurisdiction (other than Canada) will be subject to the Underwriters advising the Company of such requirement. All fees payable in connection with such filings will be at the sole expense of the Company. The Company further agrees to comply with all Securities Laws and applicable stock exchange requirements (including those of the TSX) in connection with the distribution of the Special Warrants and the Qualified Securities. The Underwriters agree to assist the Company in all commercially reasonable respects to secure compliance with all regulatory requirements in connection with the Offering.

2.4 Underwriters’ Commission.

In consideration for the services rendered by the Underwriters hereunder, the Company will pay a cash commission (the “**Commission**”) at Closing to the Underwriters equal to (i) 6.0% of the gross proceeds from the sale of the Special Warrants sold pursuant to the Offering, other than proceeds from sales to purchasers on the President’s List; and (ii) 3.0% of the gross proceeds raised from the sale of Special Warrants to purchasers on the President’s List.

3. Filing of Preliminary Prospectus and Final Prospectus

- (a) **Preliminary Prospectus.** The Company covenants and agrees to use its commercially reasonable efforts to: (i) prepare and file the Preliminary Prospectus and obtain a receipt therefor from the OSC as principal regulator on behalf of the Securities Commissions by March 31, 2021; and (ii) promptly resolve all comments received or deficiencies raised by the OSC in respect of the Preliminary Prospectus as expeditiously as possible; provided, however, that the Company will provide to the Underwriters copies of all correspondence received by the Company from the Securities Commissions relating to such comments or deficiencies and will afford the Underwriters and their counsel a reasonable opportunity to review and provide input on the Company’s responses to such correspondence.
- (b) **Final Prospectus.** The Company covenants and agrees to use its commercially reasonable efforts to, as soon as practicable after all comments of the OSC have been satisfied with respect to the Preliminary Prospectus, prepare and file the Final Prospectus and obtain a receipt therefor from the OSC as principal regulator on behalf of the Securities Commissions. The Company will promptly

take, or cause to be taken, all commercially reasonable steps and proceedings that may from time to time be required under Securities Laws to qualify the distribution of the Qualified Securities in the Qualifying Jurisdictions and will use commercially reasonable efforts to ensure that such requirements (including the issuance of a receipt for the Final Prospectus) will be fulfilled by no later than April 15, 2021. The Company will continue to use commercially reasonable efforts to obtain a receipt for the Final Prospectus until the Automatic Exercise Date.

- (c) **Commercial Copies.** The Company will cause commercial copies of the Final Prospectus and any Supplementary Material to be delivered to the Underwriters without charge, in such numbers and in such cities in the Qualifying Jurisdictions as the Underwriters may reasonably request. Such delivery will be effected as soon as practicable and, in any event, within two Business Days after the filing thereof in the Qualifying Jurisdictions. The Underwriters will cause to be delivered to the Purchasers copies of the Final Prospectus and any Supplementary Material required to be delivered to them pursuant to Applicable Laws.
- (d) **Review of Prospectuses.** The form and substance of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material will be satisfactory to the Underwriters, acting reasonably.
- (e) **Representation as to Final Prospectus and Supplementary Material.**

Each delivery to any Underwriter of the Preliminary Prospectus, the Final Prospectus and/or any Supplementary Material by or on behalf of the Company will constitute the representation and warranty of the Company to the Underwriters that:

- (i) all information and statements (except information and statements relating solely to and provided in writing by the Underwriters) contained and incorporated by reference in the Preliminary Prospectus or the Final Prospectus or any Supplementary Material, as the case may be, are, at the respective dates of the Preliminary Prospectus, Final Prospectus and any Supplementary Material, true and correct and contain no misrepresentation or untrue, false or misleading statement of a material fact and, on the respective dates of the Preliminary Prospectus, Final Prospectus and any Supplementary Material, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material provide full, true and plain disclosure of all material facts relating to the Company (on a consolidated basis), the Special Warrants and the Qualified Securities as required by Securities Laws of the Qualifying Jurisdictions;
- (ii) no material fact has been omitted from any of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material (except information and statements relating solely to and provided in writing by the Underwriters) which is required to be stated therein or is necessary to make the statements therein not misleading in light of the circumstances in which they were made; and
- (iii) each of such documents complies with the requirements of the Securities Laws of the Qualifying Jurisdictions.

Such delivery will also constitute the Company's consent to the Underwriters' and any Selling Firm's use of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material in connection with the distribution of the Qualified Securities in the Qualifying Jurisdictions in compliance with the provisions of this Agreement.

- (f) **Due Diligence.** The Company will permit the Underwriters and their counsel to participate in the preparation of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material, to discuss the Company's business with its directors and officers, auditors, legal counsel and to conduct such full and comprehensive review and investigation of the Company's business, affairs, capital and operations as the Underwriters will consider to be necessary to establish a due diligence defence under Applicable Laws to an action for misrepresentation or damages and to enable the Underwriters

to responsibly execute the Underwriters' certificate in the Preliminary Prospectus, the Final Prospectus and any Supplementary Material. The Company also covenants to use its commercially reasonable efforts to secure the cooperation of the Company's professional advisors (including its legal advisors and auditors), technical report authors and qualified persons (as such term is defined in NI 43-101) and the officers and directors to participate in any due diligence conference calls required by the Underwriters relating to the Offering.

- (g) Deliveries. The Company will deliver to the Underwriters prior to the filing of the Preliminary Prospectus and Final Prospectus, as applicable, unless otherwise indicated:
 - (i) a copy of the Preliminary Prospectus and the Final Prospectus signed on behalf of the Company, by the persons and in the form required by Applicable Laws;
 - (ii) a copy of any other document filed with, or delivered to, the Securities Commissions by the Company under Applicable Laws in connection with the filing of the Preliminary Prospectus or Final Prospectus; and
 - (iii) in the case of the Final Prospectus, a "long-form" comfort letter dated the date of the Final Prospectus, in form and substance satisfactory to the Underwriters addressed to the Underwriters, from the Company's auditors and based on a review completed not more than two Business Days prior to the date of the letter, with respect to certain financial and accounting information relating to the Company included and incorporated by reference in the Final Prospectus, which letter will be in addition to the auditors' report contained in the Final Prospectus and any auditors' comfort letter addressed to or filed with the Securities Commissions under Securities Laws.
- (h) **Supplementary Material.** If applicable, the Company will prepare and deliver promptly to the Underwriters copies of all Supplementary Material. Concurrently with the delivery of any Supplementary Material or the incorporation by reference in the Preliminary Prospectus or the Final Prospectus (or any amendment(s) thereof) of any Subsequent Disclosure Document, the Company will deliver to the Underwriters, with respect to such Supplementary Material or Subsequent Disclosure Document, documents substantially similar to those referred to in paragraph 3(g).

4. **Covenants of the Company.**

In addition to the covenants of the Company set out in the other paragraphs of this Agreement, the Company hereby further covenants to and for the benefit of the Underwriters and the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Special Warrants, that:

- (a) the Company will comply, in all material respects, with its obligations under Applicable Laws in relation to the Offering;
- (b) the Company will duly execute and deliver the Subscription Agreements on or before the Closing Date in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, and the Company will comply with its covenants contained in the Subscription Agreements;
- (c) the Company will duly execute and deliver the Special Warrant Indenture on or before the Closing Date in form and substance satisfactory to the Underwriters and their counsel, acting reasonably, and the Company will comply with its covenants contained in the Special Warrant Indenture;
- (d) the Company will duly execute the Subscription Agreements which have been duly completed by the Purchasers subject to the terms thereof, and duly and punctually perform all the obligations to be performed by it under this Agreement and the Subscription Agreements;

- (e) the Company will fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions required to be fulfilled by it set out in paragraph 12 hereof that are within its control (unless waived by the Underwriters);
- (f) the Company will use its commercially reasonable efforts to cause Common Shares to be listed and posted for trading on the TSX from and after the Automatic Exercise Date;
- (g) the Company will file with the Securities Commissions and the TSX all forms, notices and certificates required to be filed by the Company pursuant to the Securities Laws in the time required by the 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 Underwriters pursuant to the closing conditions set forth in paragraph 12 hereof, as are required to be filed by the Company;
- (h) the Company will ensure that, at all times prior to the Automatic Exercise Date, a sufficient number of Common Shares are duly and validly allotted and reserved for issuance upon the due exercise of the Special Warrants, and the Company will ensure that such Common Shares, upon issuance, will be duly issued as fully paid and non-assessable Common Shares, and will have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements;
- (i) the Company will fulfil all legal requirements to permit the creation, issuance, offering and sale of the Special Warrants and the Qualified Securities, all as contemplated in this Agreement and file or cause to be filed all documents, applications, forms or undertakings required to be filed by the Company and take or cause to be taken all action required to be taken by the Company in connection with the purchase and sale of the Special Warrants and the issuance of the Qualified Securities, so that the distribution of the Qualified Securities may lawfully occur without the necessity of filing a registration statement in the United States or similar document in any other jurisdiction;
- (j) the Company will until the date of the completion of the distribution of the Qualified Securities, use commercially reasonable efforts to ensure the Preliminary Prospectus and Final Prospectus comply at all times with the Securities Laws;
- (k) the Company will during the period from the Closing Date until the date of the completion of the distribution of the Qualified Securities, promptly inform the Underwriters of the full particulars of any request of any Securities Commissions for any information, or the receipt by the Company of any communication from any Securities Commissions or any other competent authority relating to the Company or which may be relevant to the distribution of the Qualified Securities;
- (l) at all times prior to the completion of the distribution of the Qualified Securities, the Company will continue to operate its business in compliance with Applicable Laws and in the ordinary course;
- (m) the Company will forthwith notify the Underwriters of any breach of any covenant of this Agreement or any Ancillary Document by any party thereto, or upon it becoming aware that any representation or warranty of the Company contained in this Agreement or any Ancillary Document is or becomes untrue or inaccurate in any material respect;
- (n) the Company will use its commercially reasonable efforts to make the Special Warrants and Qualified Securities issued to holders resident in Canada eligible for deposit in CDS;
- (o) the Company will advise the Underwriters, promptly after receiving notice thereof, of the time when the Preliminary Prospectus, the Final Prospectus and any Supplementary Material have been filed and receipts therefor have been obtained pursuant to NP 11-202 and will provide evidence reasonably satisfactory to the Underwriters of each such filing and copies of such receipts;
- (p) the Company will advise the Underwriters, promptly after receiving notice or obtaining knowledge thereof, of:

- (i) the issuance by any Securities Commission of any order suspending or preventing the use of the Preliminary Prospectus, the Final Prospectus or any Supplementary Material;
 - (ii) the institution, threatening or contemplation of any proceeding for any such purposes;
 - (iii) any order, ruling, or determination having the effect of suspending the sale or ceasing the trading in any securities of the Company (including the Special Warrants or the Qualified Securities) having been issued by any Securities Commissions or the institution, threatening or contemplation of any proceeding for any such purposes; or
 - (iv) any requests made by any Securities Commissions to amend or supplement the Preliminary Prospectus or the Final Prospectus or to provide additional information, and will use its commercially reasonable efforts to prevent the issuance of any order referred to in paragraph 4(p)(i) above and, if any such order is issued, to obtain the withdrawal thereof as quickly as possible;
- (q) unless approved by the requisite number of shareholders of the Company, will not take any action for a period of 18 months following the Automatic Exercise Date, which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the TSX or on or from any securities exchange, market or trading or quotation facility on which the common shares are then listed or quoted, provided that this covenant shall not prevent the Company from completing any transaction which would result in the Company ceasing to be listed on the TSX so long as the holders of Common Shares receive securities of an entity which is listed on a stock exchange in Canada or cash or the holders of the Common Shares have approved the transaction in accordance with the requirements of applicable corporate laws and the policies of the TSX or some combination thereof;
- (r) the Company will allow the Underwriters to participate in the preparation of the Preliminary Prospectus, the Final Prospectus and any Supplementary Material that the Company is required to file under the Securities Laws relating to the Offering;
- (s) the Company will deliver to the Underwriters, without charge, contemporaneously with, or prior to the filing of, the Final Prospectus, unless otherwise indicated:
- (i) a copy of any document filed with, or delivered to, the Securities Commissions by the Company under the Securities Laws with the Final Prospectus;
 - (ii) a certificate dated the date of the Final Prospectus, addressed to the Underwriters and signed by the Chief Executive Officer and Chief Financial Officer of the Company, certifying for and on behalf of the Company, and not in their personal capacities, after having made due inquiries, with respect to the following matters:
 - (A) the Company having complied with all of the covenants and satisfied all of the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the date of the Final Prospectus;
 - (B) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Company or prohibiting the issue of the Special Warrants or the Qualified Securities or any of the Company's issued securities having been issued and no proceeding for such purpose being pending or, to the knowledge of such officers, threatened;
 - (C) the representations and warranties of the Company contained in this Agreement and in any certificates of Company delivered pursuant to or in connection with this Agreement being true and correct as at the date of the Final Prospectus, with

the same force and effect as if made on and as at the date of the Final Prospectus, after giving effect to the transactions contemplated by this Agreement; and

- (D) since the Closing Time, there having been no material adverse change, financial or otherwise, in the assets, liabilities (contingent or otherwise), capital, business or results of operations of the Company; and
- (t) the Company will, until the earlier of the Qualification Date and the Automatic Exercise Date, deliver to the Underwriters copies of all correspondence and other written communications between the Company and any Securities Commission or other Governmental Authority relating to the Offering and will generally keep the Underwriters apprised of the status of, including all developments relating to, the Offering.

5. Underwriters' Representations, Warranties and Covenants.

Each Underwriter hereby severally (on its own behalf and not on behalf of any other Underwriter) represents and warrants to, and covenants, as applicable, with the Company that:

- (a) it is a valid and subsisting corporation duly incorporated and in good standing under the laws of the jurisdiction in which it is incorporated;
- (b) it has all requisite power and authority and good and sufficient right and authority to enter into, deliver and carry out its obligations under this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (c) it is duly qualified and registered to carry on business as a securities dealer in each of the jurisdictions where the sale of the Special Warrants requires such qualification and/or registration in a manner that permits the sale of the Special Warrants on a basis described in paragraph 5(d);
- (d) it will, and to use its commercially reasonable efforts to require any Selling Firm to, offer and solicit offers for the purchase of the Special Warrants in compliance with Applicable Laws and only from such persons and in such manner that, pursuant to applicable Securities Laws and the securities laws of any other jurisdiction applicable to the offer, sale and solicitation of the Special Warrants under this Offering, no prospectus, registration statement or similar document need be delivered or filed, other than any prescribed reports of the issue and sale of the Special Warrants and, in the case of any jurisdiction other than the Qualifying Jurisdictions, no continuous disclosure obligations will be created and shall seek the prior consent of the Company, such consent not to be unreasonably withheld, regarding the jurisdictions other than the Qualifying Jurisdictions where the Special Warrants are to be offered and sold;
- (e) it shall be solely responsible for any fees and/or expenses of any Selling Firm;
- (f) it will, and to use its commercially reasonable efforts to require any Selling Firm to, make any offers or sales of Special Warrants in accordance with the terms of this Agreement;
- (g) it will, and to use its commercially reasonable efforts to require any Selling Firm to, conduct, and will cause its affiliates and any person acting on its behalf to conduct, activities in connection with arranging for the offer and sale of the Special Warrants in compliance with applicable Securities Laws and the securities laws of any other jurisdiction applicable to the offer and sale of the Special Warrants;
- (h) each Selling Firm is qualified to act in the jurisdiction in which such member solicits or procures subscriptions for the Special Warrants and is registered in a category permitted to participate in the distribution of the Special Warrants and has and will comply with Applicable Laws in connection with its involvement in the Offering.

- (i) it will obtain from each Purchaser a completed and executed Subscription Agreement, together with all Subscription Documents (including documents required by the TSX, if any) as may be necessary in connection with subscriptions for Special Warrants to ensure compliance with applicable Securities Laws and the securities laws of any other jurisdiction applicable to the offer and sale of the Special Warrants under this Offering;
- (j) it will use all information it receives from the Company in connection with the Offering only for the purposes of the transactions contemplated herein and for no other purpose and such information if not in the public domain shall be treated as confidential; and
- (k) it will refrain from advertising the Offering in: (i) printed media of general and regular paid circulation; (ii) radio; (iii) television; or (iv) telecommunication (including electronic display and the Internet) and not make use of any green sheet or other internal marketing without the consent of the Company, such consent to be promptly considered and not to be unreasonably withheld.

In performing their respective obligations under this Agreement, the Underwriters are acting severally (and not jointly nor jointly and severally) and no Underwriter will be liable to the Company under this Agreement with respect to a default by any other Underwriter or any Selling Firm appointed by another Underwriter.

6. Material Changes During Distribution.

During the period from the date of this Agreement to the Automatic Exercise Date, the Company will, upon becoming aware of same, promptly notify the Underwriters (and, if requested by the Underwriters, confirm such notification in writing) of: (a) any material change (actual, anticipated, contemplated or threatened) in the business, operations, assets, liabilities (contingent or otherwise) or capital of the Company; (b) any material fact which has arisen or has been discovered following the Closing Date and is required to be stated in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material or which would have been required to have been stated in the Preliminary Prospectus, the Final Prospectus or any Supplementary Material had the fact arisen or been discovered on, or prior to, the date of such document; and (c) any change in any material fact (which for the purposes of this Agreement will be deemed to include the disclosure of any previously undisclosed material fact) contained in the Disclosure Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material which change is, or may be, of such a nature as to render any statement in the Disclosure Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material misleading or untrue in any material respect or which would result in a misrepresentation in the Disclosure Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material or which would result in the Disclosure Documents, the Preliminary Prospectus, the Final Prospectus or any Supplementary Material not complying with the Securities Laws.

The Company will promptly, and in any event within any applicable time limitation, comply with all applicable filing and other requirements under the Securities Laws as a result of such fact or change; provided, however, that the Company must not file any Supplementary Material or other document without first advising the Co-Lead Underwriters with respect to the form and content thereof, it being understood and agreed that no such Supplementary Material or document may be filed with any Securities Commissions prior to advising the Co-Lead Underwriters. The Company must in good faith discuss with the Co-Lead Underwriters any fact or change in circumstance which is of such a nature that there is or could be reasonable doubt whether notice need be given under this paragraph 6.

7. Representations and Warranties and Additional Covenants of the Company.

The Company represents and warrants to, and covenants with, the Underwriters and the Purchasers and acknowledges that each of them is relying upon such representations and warranties and covenants in entering into this Agreement and completing the Closing, that as of the Closing Date and the Closing Time or as of such other time as is contemplated by any representation, warranty or covenant set forth below:

- (a) the Company is validly existing under the laws of Ontario and has all requisite corporate power, capacity and authority to: (i) own, lease and operate its assets and conduct its business as currently conducted or proposed to be conducted and to execute, deliver and carry out its obligations under this Agreement and all Ancillary Documents, and to do all acts and things and execute and deliver

all documents as are required hereunder and thereunder in accordance with the terms hereof and thereof; (ii) create, offer, issue and sell the Special Warrants in accordance with this Agreement; (iii) to create, issue and deliver the Qualified Securities in accordance with this Agreement; and (iv) to allot, reserve, issue and deliver the Common Shares in accordance with this Agreement;

- (b) the Subsidiary has been duly incorporated and is validly existing under the laws of its jurisdiction of incorporation and has all requisite corporate power, capacity and authority to own, lease and operate its assets and conduct its business as currently conducted or proposed to be conducted and is the only subsidiary of the Company;
- (c) the issued and outstanding shares in the capital of the Subsidiary are free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever, all of such shares have been duly authorized and are validly issued and are outstanding as fully paid and non-assessable shares and no person has any right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the purchase from the Company of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of any of the Subsidiaries or any other security convertible into or exchangeable for any such shares,
- (d) the Company has taken all necessary corporate action to authorize the execution, delivery and performance of this Agreement and each Ancillary Document and to observe and perform the provisions of this Agreement and each Ancillary Document in accordance with the provisions hereof and thereof, including the creation and issue of the Special Warrants and the Qualified Securities upon the terms and conditions set forth herein and the issue and delivery of the Common Shares upon the exercise of the Special Warrants;
- (e) neither the Company nor the Subsidiary has committed an act of bankruptcy and is insolvent, has proposed a compromise or arrangement to any of its creditors, has had a petition or a receiving order in bankruptcy filed against it, has made a voluntary assignment in bankruptcy, has taken any action with respect to a compromise or arrangement, has taken any action to have itself declared bankrupt or wound-up, has taken any action to have a receiver appointed for any of its property or has had any execution or distress become enforceable or levied upon any of its property or assets;
- (f) each of the Company and the Subsidiary has conducted and is conducting its business in material compliance with all applicable laws and regulations of each jurisdiction in which it carries on business and each of the Company and its Subsidiary holds all material requisite licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on its business as currently carried on and all such licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects. Without limiting the generality of the foregoing, neither the Company or the Subsidiary has received a written notice of non-compliance, nor does it know of, nor have reasonable grounds to know of, any facts that could give rise to a notice of non-compliance with any such laws, regulations or permits which would have or could reasonably be expected to have a Material Adverse Effect;
- (g) each of the Company and the Subsidiary is the absolute legal and beneficial owner of, and has good and marketable title to, all of the material properties and assets thereof, free and clear of any Liens, except for Permitted Liens, and no other property or assets are necessary for the conduct of the business of the Company and the Subsidiary as currently conducted. Any and all of the agreements and other documents and instruments pursuant to which each of the Company and the Subsidiary holds the property and assets thereof are valid and subsisting agreements, documents and instruments in full force and effect, enforceable in accordance with the terms thereof, and such properties and assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated, and all material leases, licenses and other agreements pursuant to which the Company or the Subsidiary derives the interests thereof in such property are in good standing. The Company does not know of any claim or the basis for any claim that might or could materially and adversely affect the right of the Company or the Subsidiary to use, transfer

or otherwise exploit their respective assets, and neither the Company nor the Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property and assets thereof;

- (h) no legal or governmental proceedings or inquiries are pending to which the Company or the Subsidiary is a party or to which the property thereof is subject that would result in the revocation or modification of any certificate, authority, permit or license necessary to conduct the business now owned or operated by the Company or the Subsidiary which, if the subject of an unfavourable decision, ruling or finding could reasonably be expected to have a Material Adverse Effect and, to the knowledge of the Company, no such legal or governmental proceedings or inquiries have been threatened against or are contemplated with respect to the Company or the Subsidiary or with respect to the properties or assets thereof;
- (i) except as disclosed in the Disclosure Documents there are no actions, suits, judgments, investigations or proceedings of any kind whatsoever outstanding or, to the best of the Company's knowledge, pending or threatened against or affecting the Company or the Subsidiary, or the directors, officers or employees thereof, at law or in equity or before or by any commission, board, bureau or agency of any kind whatsoever and, to the best of the Company's knowledge, there is no basis therefor and neither the Company nor the Subsidiary is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Authority, which, either separately or in the aggregate, is or could reasonably be expected to have a Material Adverse Effect or that would adversely affect the ability of the Company to perform its obligations under this Agreement or any of the Ancillary Documents;
- (j) neither the Company nor the Subsidiary is in violation of its constating documents or in default in the performance or observance of any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease, licence or other agreement or instrument to which it is a party or by which it or its property or assets may be bound;
- (k) to the knowledge of the Company, no counterparty to any material obligation, agreement, covenant or condition contained in any contract, indenture, trust deed, mortgage, loan agreement, note, lease or other agreement or instrument to which the Company or the Subsidiary is a party is in default in the performance or observance thereof, except where such violation or default in performance would not reasonably be expected to have a Material Adverse Effect;
- (l) the authorized capital of the Company consists of an unlimited number of Common Shares, of which 112,734,784 Common Shares are issued and outstanding as fully paid and non-assessable shares as of the Closing Date. As of the Closing Date, other than (i) outstanding stock options to acquire an aggregate of 4,717,658 Common Shares, (ii) outstanding share purchase warrants and compensation options to acquire an aggregate of 27,434,328 Common Shares and (iii) the Special Warrants, no Person will have any agreement, option, right or privilege (whether pre-emptive, contractual or otherwise) capable of becoming an agreement for the purchase, acquisition, subscription for or issue of any of the unissued shares or other securities of the Company;
- (m) except as disclosed in the Disclosure Documents, all material 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 each of the Company and the Subsidiary have been paid. Except as disclosed in the Disclosure Documents: (i) all tax returns, declarations, remittances and filings required to be filed by the Company have been filed with all appropriate Governmental Authorities; and (ii) all such returns, declarations, remittances and filings are complete and accurate in all material respects and no material fact or facts have been omitted therefrom which would make any of them misleading. Except as disclosed in the Disclosure Documents, no examination of any tax return of the Company or the Subsidiary is currently in

progress to the knowledge of the Company and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Company or the Subsidiary in any case;

- (n) each of the Company and the Subsidiary owns or has all proprietary rights provided in law and at equity to all patents, trademarks, copyrights, industrial designs, software, trade secrets, know-how, concepts, information and other intellectual and industrial property (collectively, “**Intellectual Property**”) necessary to permit the Company and the Subsidiary to conduct their respective business as currently conducted. Neither the Company nor the Subsidiary has received any notice nor is the Company aware of any infringement of or conflict with asserted rights of others with respect to any Intellectual Property or of any facts or circumstances that would render any Intellectual Property invalid or inadequate to protect the interests of the Company or the Subsidiary therein and which infringement or conflict (if subject to an unfavourable decision, ruling or finding) or invalidity or inadequacy would reasonably be expected to have a Material Adverse Effect;
- (o) other than First Mining and except as disclosed in the Disclosure Documents, no Person who owns, directly or indirectly, more than 10% of any class of securities of the Company or securities of any Person exchangeable for more than 10% of any class of securities of the Company, or any associate or affiliate of any of the foregoing, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including, any loan made to or by any such Person) with the Company which, as the case may be, materially affects, is material to or will materially affect the Company;
- (p) other than the Investor Rights Agreement, the Company is not party to any agreement, nor is the Company aware of any agreement, which in any manner affects the voting control of any of the securities of the Company or the Subsidiary other than with respect to or in connection with the Permitted Liens and any shareholders’ agreement in force as at the Closing Date with respect to the Subsidiary;
- (q) neither the Company nor the Subsidiary is a party to, bound by or, to the knowledge of the Company, affected by any commitment, agreement or document containing any covenant which expressly and materially limits the freedom of the Company or the Subsidiary to compete in any line of business, transfer or move any of its respective assets or operations or which would reasonably be expected to result in a Material Adverse Effect;
- (r) to the knowledge of the Company, the Company and the Subsidiary have never been in violation of, in connection with the ownership, use, maintenance or operation of its property and assets, any Environmental Laws which would could reasonably be expected to have a Material Adverse Effect;
- (s) without limiting the generality of the immediately preceding paragraph, the Company is not aware of, and has not received any notice of, any material claim, judicial or administrative proceeding, pending or, to the knowledge of the Company, threatened against, or which may affect, the Company or the Subsidiary or any of the property, assets or operations thereof, relating to, or alleging any violation of any Environmental Laws, the Company is not aware of any facts which could give rise to any such claim or judicial or administrative proceeding and, to the best of the Company’s knowledge, neither the Company nor the Subsidiary, nor any of the property, assets or operations thereof is the subject of any investigation, evaluation, audit or review by any Governmental Authority to determine whether any violation of any Environmental Laws has occurred or is occurring or whether any remedial action is needed in connection with a release of any contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Authority and, in each case, which could not reasonably be expected to have a Material Adverse Effect;
- (t) there are no orders, rulings or directives issued, pending or, to the best of the knowledge of the Company, threatened against the Company or the Subsidiary under or pursuant to any

Environmental Laws requiring any work, repairs, construction or capital expenditures with respect to the property or assets of the Company or the Subsidiary;

- (u) the Company and the Subsidiary are 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 which would reasonably be expected to have a Material Adverse Effect;
- (v) the Company is in compliance in all material respects with all Applicable Laws respecting employment and employment practices, terms and conditions of employment, pay equity and wages, except where non-compliance with such laws could not reasonably be expected to have a Material Adverse Effect;
- (w) the Company is not aware of any legislation, regulation or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Company or the Subsidiary presently in force or, to the Company's knowledge, proposed to be brought into force, or any pending or contemplated change to any licensing or legislation, regulation, by-law or other lawful requirement of any Governmental Authority having lawful jurisdiction over the Company and the Subsidiary presently in force, that the Company reasonably expects the Company or the Subsidiary will be unable to comply with or which could reasonably be expected to result in a Material Adverse Effect;
- (x) all information which has been prepared by the Company relating to the Company and its business, properties and liabilities and made available to the Underwriters was, as of the date of such information, true and correct in all material respects, taken as a whole, and no fact or facts have been omitted therefrom which would make such information materially misleading as of the date of such information;
- (y) the Company has not withheld and will not withhold from the Underwriters prior to the Closing Date, any material fact that is within its knowledge relating to the Company or the Subsidiary;
- (z) the minute books and corporate records of the Company for the period from incorporation to the Closing Date made available to the Underwriter contain copies of all proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders and the directors (or any committee thereof) thereof and there have been no other meetings, resolutions or proceedings of the shareholders or directors of the Company to the Closing Date not reflected in such corporate records, other than those which are not material to the Company, as the case may be;
- (aa) all necessary corporate action has been taken by the Company to authorize the valid creation, issue and sale of, and the delivery by the Company of the Special Warrants and Qualified Securities via a non-certificated inventory deposit with CDS;
- (bb) upon payment of the requisite consideration therefor, the Special Warrants will be validly created and issued and, upon the exercise of the Special Warrants, the Qualified Securities will be validly issued as fully paid and non-assessable shares in the capital of the Company;
- (cc) none of the: (i) creation, issuance and sale of the Special Warrants or the creation or issuance of the Qualified Securities; (ii) the execution and delivery of this Agreement or any Ancillary Document; (iii) compliance by the Company with the provisions of this Agreement or any of the Ancillary Documents; or (iv) consummation of the transactions contemplated herein including, the creation, issue, sale and delivery (as the case may be) of the Special Warrants and the Qualified Securities will: (A) require the consent, approval, or authorization, order or agreement of, or registration or qualification with, any Governmental Authority, court, stock exchange, securities regulatory authority, any class or classes of the securityholders of the Company or other Person, except: (x) such as have already been obtained; or (y) such as may be required under applicable Securities Laws of the Qualifying Jurisdictions and will be obtained in compliance with the requirements of Securities Laws and the TSX; or (B) conflict with or result in any breach or violation of any of the provisions of, or constitute a default under (whether after notice or lapse of time or both), any

indenture, mortgage, deed of trust, lease or other material agreement or instrument to which the Company or any Subsidiary of the Company is a party or by which any of them or any of the assets thereof are bound, or the articles, by-laws or any other constating document of the Company or any Subsidiary of the Company or any resolution passed by the directors (or any committee thereof) or shareholders of the Company or the Subsidiary, or any statute or any judgment, decree, order, rule, policy or regulation of any court, Governmental Authority, arbitrator, stock exchange or securities regulatory authority applicable to the Company or the Subsidiary or any of the assets thereof, which could have or could reasonably be expected to have a Material Adverse Effect;

- (dd) each of this Agreement, the Special Warrant Indenture, and the Subscription Agreements (when accepted by the Company) has been duly authorized, executed and delivered by the Company and constitutes a valid and legally binding obligation of the Company enforceable against the Company in accordance with the terms hereof or thereof, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principles when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law;
- (ee) the Company has filed with all applicable regulatory authorities all documents required under Applicable Laws except where failure to file would not have or would not reasonably be expected to have a Material Adverse Effect. The Disclosure Documents complied in all material respects with Securities Laws at the time they were filed. There is no material fact known to the Company which the Company has not disclosed to, or which the Company has withheld from, the Underwriters and which has or may reasonably be expected to have a Material Adverse Effect or which materially adversely affects or which may reasonably be expected to materially adversely affect the ability of the Company to perform its obligations under this Agreement or any Ancillary Document;
- (ff) there has not occurred any material change in the assets, liabilities, capital, affairs, prospects, business, operations or condition of the Company and the Subsidiary taken as a whole which has not been generally publicly disclosed in a Disclosure Document and the Disclosure Documents do not contain any material misrepresentations;
- (gg) no order preventing, ceasing or suspending trading in any securities of the Company or prohibiting the issue and sale of securities by the Company has been issued and no proceedings for any of such purposes have been instituted or, to the knowledge of the Company, are pending, contemplated or threatened;
- (hh) the Financial Statements and the notes thereto, present fairly, in all material respects, the financial position of the Company and the statements of profit or loss and other comprehensive income, changes in equity and cash flow of the Company as at the dates and for the periods specified in such Financial Statements, and have been prepared in conformity with IFRS applied on a consistent basis throughout the periods involved, and there has been no material change in accounting policies or practices of the Company since September 30, 2020;
- (ii) other than as disclosed in the Disclosure Documents, since September 30, 2020, none of the Company or the Subsidiary has:
 - (i) paid or declared any dividend or incurred any material capital expenditure or made any commitment therefor;
 - (ii) incurred any obligation or liability, direct or indirect, contingent or otherwise, except in the ordinary course of business and which is not, and which in the aggregate are not, material; or
 - (iii) entered into any material transaction;

- (jj) the Company has an interest and the Company is the legal and beneficial owner of, and has good and marketable title to, the interests in the Goliath Gold Complex as described in the Disclosure Documents. The Goliath Gold Complex is the only mineral property currently material to the Company and except as disclosed in the Disclosure Documents such interests are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever and no other property rights are necessary for the conduct of the activities of the Company on the Goliath Gold Complex as currently conducted, and except as disclosed in the Disclosure Documents the Company does not know of any claim or the basis for any claim that might or could materially adversely affect the right thereof to use, transfer or otherwise exploit such property rights;
- (kk) any and all of the agreements and other documents and instruments pursuant to which the Company holds the Goliath Gold Complex (including any interest in, or right to earn an interest therein) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable against the Company in accordance with the terms thereof; the Company is not in default of any of the material provisions of any such agreements, documents or instruments nor has any such default been alleged and the Goliath Gold Complex is in good standing under the applicable statutes and regulations of the jurisdictions in which they are situated; all material leases, licences and claims pursuant to which the Company derives the interests in such property and assets are in good standing and, to the knowledge of the Company, there has been no material default under any such lease, licence or claim. None of the leases, licences or claims pursuant to which the Company derives its interests in the Goliath Gold Complex are subject to any right of first refusal or purchase or acquisition right which is not disclosed in the Disclosure Documents;
- (ll) the Company holds a 100% interest in certain mining claims in Ontario in respect of the minerals located on the Goliath Gold Complex sufficient to permit the Company to explore for and exploit the minerals relating thereto; to the knowledge of the Company, all concessions, leases or claims and permits relating to the Goliath Gold Complex in which the Company has an interest or right have been validly located and recorded in accordance with all applicable laws and are valid and subsisting; the Company has all surface rights, access rights and other necessary rights and interests relating to the Goliath Gold Complex as are appropriate in view of the rights and interest therein of the Company and necessary for the Company's current activities thereon, with only such exceptions as do not materially interfere with the use made by the Company of the rights or interest so held, and each of the proprietary interests is currently in good standing in all material respects in the name of the Company; the Company does not have any responsibility or obligation to pay any commission, royalty, licence, fee or similar payment to any person with respect to the property rights thereof except as disclosed in the Disclosure Documents;
- (mm) all assessments or other work required to be performed in relation to the mining claims and the mining rights of the Company in order to maintain its interests in the Goliath Gold Complex to date, if any, have been performed to date and the Company has complied in all material respects with all applicable governmental laws, regulations and policies in this regard as well as with regard to legal, contractual obligations to third parties in this regard except for any non-compliance which would not either individually or in the aggregate have or be reasonably expected to have a Material Adverse Effect; and all such mining claims and mining rights are in good standing in all material respects as of the date of this Agreement;
- (nn) to the Company's knowledge, all operations of the Company on the Goliath Gold Complex have been conducted in all material respects in accordance with good mining, exploration and engineering practices and all applicable workers' compensation and health and safety and workplace laws, regulations and policies have been duly complied with;
- (oo) the Company made available to the respective authors thereof prior to the issuance of all of the applicable technical reports filed by the Company on SEDAR relating to the Goliath Gold Complex (the "**Reports**"), for the purpose of preparing the Reports, as applicable, all information requested, and to the knowledge and belief of the Company, no such information contained any material misrepresentation as at the relevant time the relevant information was made available;

- (pp) the Reports and the Company's news releases dated February 2, 2021 and February 11, 2021, respectively, complied in all material respects with the requirements of NI 43-101 as at the date of each such Report and news release, as applicable, and there is no new material scientific or technical information concerning the Goliath Gold Complex that has not yet been disclosed as required under Securities Laws;
- (qq) other than the Underwriters and except as may be consented to by the Underwriters, there is no Person acting or purporting to act at the request of the Company, who is entitled to any brokerage underwriting, finders', advisory or agency fee in connection with the Offering;
- (rr) other than as disclosed in the Disclosure Documents, the Company 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 generally accepted accounting principles in Canada 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 material differences;
- (ss) the Company is a reporting issuer or the equivalent thereof in British Columbia, Alberta and Ontario and is not in default of any of its obligations under the securities laws of such Provinces;
- (tt) the Company is in material compliance with all rules, regulations and policies of the TSX;
- (uu) neither the Company nor the Subsidiary nor, to the best knowledge of the Company, any director, officer, agent, employee or other person associated with or acting on behalf of the Company or the Subsidiary, has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of the Corruption of Foreign Officials Act (Canada) or the Foreign Corrupt Practices Act (United States), or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment;
- (vv) the operations of the Company and the Subsidiary are and have been conducted, at all times, in material compliance with all applicable financial recordkeeping and reporting requirements of applicable anti-money laundering statutes of the jurisdictions in which the Company and the Subsidiary conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any governmental agency (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Company or any of the Subsidiary with respect to the Anti-Money Laundering Laws is pending or, to the best knowledge of the Company, threatened;
- (ww) the Company or, to the best knowledge of the Company, any director, officer, agent, employee, affiliate or person acting on behalf of the Company has not been or is not currently subject to any United States sanctions administered by the Office of Foreign Assets Control of the United States Treasury Department and the Company will not directly or indirectly use any proceeds of the distribution of the Special Warrants or lend, contribute or otherwise make available such proceeds to the Company or to any affiliated entity, joint venture partner or other person or entity, to finance any investments in, or make any payments to, any country or person targeted by any of the sanctions of the United States; and
- (xx) the Company maintains insurance against loss of, or damage to, its assets by all insurable risks on a replacement cost basis in accordance with industry standards, and all of the policies in respect of such insurance coverage are in good standing in all respects and not in default except in each case as could not reasonably be expected to have a Material Adverse Effect.

8. Closing.

The purchase and sale of the Special Warrants will be completed at the Closing Time virtually, or at such other place as the Company and Haywood may agree upon. At or prior to the Closing Time, the Company will, subject to the provisions of paragraph 12, duly and validly deliver to Haywood, or arrange for the delivery thereto of the Special Warrants by way of electronic deposit registered in the name of “CDS & Co.” or such other name or names as Haywood may direct in writing, against payment at the direction of the Company, in lawful money of Canada, by wire transfer of an amount equal to the aggregate subscription price for the number of Special Warrants being issued and sold hereunder less the Commission and all of expenses of the Underwriters payable by the Company to the Underwriters in accordance with paragraph 12 hereof.

9. Consent to Issue Securities.

Until 120 days after the Closing Date, the Company covenants that it will not, directly or indirectly, issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, or agree to or announce any intention to issue, sell, offer, grant an option or right in respect of, or otherwise dispose of, any additional Common Shares or any securities convertible into or exchangeable for Common Shares of the Company, other than pursuant to (i) the Concurrent Offering or (ii) previously scheduled property and/or other corporate acquisitions, without the prior written consent of Haywood, such consent not to be unreasonably withheld or delayed.

10. Lock-Up Agreements.

The Company agrees that it will cause its directors and officers to deliver signed agreements (the “Lock-Up Agreements”), in form and content acceptable to the Underwriters and their counsel, acting reasonably, to the Underwriter on or before the Closing Time, pursuant to which such directors and officers agree, for a period beginning on the Closing Date and ending 120 days after the Closing Date, not to sell, or agree to sell (or announce any intention to do so), any Common Shares or securities exchangeable or convertible into Common Shares without the prior written consent of Haywood, such consent not to be unreasonably withheld.

11. Fees and Expenses.

The Company will pay all expenses and fees in connection with the Offering, including: (a) all expenses of or incidental to the creation, issue, sale or distribution of the Special Warrants and the Qualified Securities; (b) all costs incurred in connection with the preparation of documentation relating to the Offering (including the qualification and distribution pursuant to the Final Prospectus of the Qualified Securities; (c) the fees and expenses of counsel and auditors to the Company, and the Company’s registrar and transfer agent and the Special Warrant Agent; (d) all applicable filing, regulatory and TSX fees; and (e) all reasonable fees and expenses incurred by the Underwriters, the reasonable fees and disbursements of the Underwriters’ Canadian legal counsel, up to a maximum of \$90,000 (exclusive of disbursements and applicable taxes). All fees and expenses incurred by the Underwriters or on their behalf will be payable by the Company immediately upon receiving an invoice therefor from the Underwriters and will be payable whether or not the Offering is completed.

12. Closing Conditions.

In addition to the deliveries contemplated by paragraph 8, the Underwriters’ obligation to purchase the Special Warrants, or to arrange for the Purchasers to purchase the Special Warrants on their behalf, at the Closing Time will be conditional upon the fulfilment at or before the Closing Time of the following conditions:

- (a) the TSX will have accepted notice of the issuance of, and conditionally approved the Offering and the listing of Common Shares issuable upon the exercise of the Special Warrants on the terms and conditions contemplated herein, subject to the Company fulfilling the customary requirements as to the filing of certain documents and the payment of the necessary listing fees, and provided that such acceptance and approval will be on terms satisfactory to the Underwriters acting reasonably;
- (b) the Underwriters will have received at the Closing Time certificates dated the Closing Date, signed by appropriate officers of the Company addressed to the Underwriters and counsel to the

Underwriters, with respect to the constating documents of the Company, all resolutions of the Company's board of directors relating to this Agreement, the Ancillary Documents, the creation, issuance, offering, sale, allotment and reservation (as applicable) of the Special Warrants and the Qualified Securities and the consummation of the respective transactions contemplated herein and therein, and the incumbency and specimen signatures of signing officers and such other matters as Haywood may reasonably request;

- (c) the Company's board of directors will have authorized and approved this Agreement and the Ancillary Documents pursuant to which the Special Warrants and the Qualified Securities are to be issued, and the creation, offering, issue, sale allotment and reservation (as applicable) of the Special Warrants and the Qualified Securities, and all matters relating thereto;
- (d) the Subscription Agreements will have been accepted, executed and delivered by the Company and the other parties thereto in a form and substance satisfactory to Haywood and its counsel, acting reasonably;
- (e) the Special Warrant Indenture will have been executed and delivered by the Company and the Special Warrant Agent in form and substance satisfactory to Haywood and its counsel, acting reasonably;
- (f) the Underwriters will have received favourable legal opinions addressed to the Purchasers and the Underwriters, in form and substance satisfactory to Haywood and its legal counsel, dated the Closing Date from McMillan LLP, counsel for the Company, as to the laws of Canada and of the Qualifying Jurisdictions in which Purchasers are resident at the Closing Time; provided, however, that they may rely on opinions of local counsel of recognized standing in such jurisdictions where they are not qualified to practice law, which counsel may rely, as to factual matters only, on certificates of the Company's auditors, the Company's registrar and transfer agent, public and stock exchange officials and officers of the Company, which opinion will address such matters as Haywood may reasonably request;
- (g) the Underwriters will have received favourable legal opinions addressed to the Purchasers and the Underwriters, in form and substance satisfactory to Haywood and its legal counsel, dated the Closing Date from local counsel to the Company as to the incorporation, capacity, ownership, subsistence and authorized and issued capital of the Subsidiary, and such other legal matters reasonably requested by the Underwriters;
- (h) the Underwriters will have received a title review report dated the Closing Date in respect of the Goliath Gold Complex addressed to the Underwriters, in form and content acceptable to the Underwriters;
- (i) the Underwriters will have received: (i) a certificate of status (or equivalent document) in respect of the Company and the Subsidiary; (ii) satisfactory evidence that the Company is not in default under the Securities Laws of the jurisdictions in which the Company is a reporting issuer; and (iii) a certificate from the Company's registrar and transfer agent dated the Closing Date as to the number of Common Shares issued and outstanding as at the Business Day prior to the Closing Date;
- (j) the Company will have fulfilled to the satisfaction of the Underwriters all covenants set forth in paragraph 4 that are required to be satisfied by it on or prior to the Closing Time; and
- (k) the Underwriters will not have terminated their obligations under this Agreement pursuant to paragraph 13.

13. Rights of Termination.

- (a) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act, non-compliance with the terms of this Agreement by the Company,

each of the Underwriters will be entitled, at its sole option, to terminate and cancel, without any liability on the part of the Underwriter, all of its obligations under this Agreement and the obligations of any Purchaser to purchase the Special Warrants, by notice in writing to that effect delivered to the Company prior to or at the Closing Time if:

- (i) there shall occur any material change in the business, financial condition, assets, liabilities (contingent or otherwise), results of operations or prospects of the Company or any change in any material fact contained or referred to in the public record of the Company which in the reasonable opinion of that Underwriter could be expected to have a material adverse effect on the market price or value of the Special Warrants and/or the Qualified Securities, by giving notice to the Company and, if applicable, the Co-Lead Underwriters written notice to that effect;
 - (ii) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is instituted, announced or threatened or any order is issued by any federal, provincial, state, municipal, local or other governmental or body, domestic or foreign, any subdivision or authority of any of the foregoing or any quasi-governmental, self-regulatory organization or private body exercising any regulatory, expropriation or taxing authority under or for the account of its members or any of the above (collectively, “**Governmental Body**”), including, the TSX, or otherwise in respect of the Company or any of its directors and officers (other than an inquiry, investigation, proceeding or order based upon the activities or alleged activities of the Underwriters); or there is any change of law, or the interpretation or administration thereof; or any order to cease trading (including communicating with persons in order to obtain expressions of interest) in the securities of the Company is made by a Governmental Body and that order is still in effect, which in the reasonable opinion of that Underwriter operates to prevent or restrict the trading in the common shares of the Company, including any securities issuable pursuant to the terms hereunder, or which in the reasonable opinion of that Underwriter, acting in good faith, could be expected to have a material adverse effect on the market price or value of the Special Warrants and/or the Qualified Securities, by giving notice to the Company and, if applicable, the Co-Lead Underwriters written notice to that effect;
 - (iii) there should develop, occur or come into effect or existence any event, action, state, condition or occurrence of national or international consequence, acts of hostilities or escalation thereof or other calamity or crisis or any change or development involving a prospective change in national or international political, financial or economic conditions or any action, law, regulation or inquiry or any escalation in the severity of the COVID-19 pandemic from the Closing Date which, in the reasonable opinion of the Underwriter, materially adversely affects or involves, or may materially adversely affect or involve, the financial markets in Canada or the United States, or the business, operations or affairs of the Company, by giving notice to the Company and, if applicable, the Co-Lead Underwriters written notice to that effect; or
 - (iv) the Underwriters (or any of them) determine that the Company is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Company in this Agreement is or becomes false.
- (b) The rights of termination contained in paragraph 13 may be exercised by each of the Underwriters and are in addition to any other rights or remedies the Underwriters may have in respect of any default, act or failure to act or non-compliance by the Company in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there will be no further liability on the part of the Underwriters to the Company or on the part of the Company to the Underwriters except in respect of any liability or obligation which may have arisen or arises after such termination under paragraphs 1, 2.4, 11, 14 or 15, which paragraphs will survive the termination of this Agreement. A notice of termination given by one Underwriter as contemplated by paragraph 13 will not be binding upon the other Underwriters.

- (c) The Underwriters will use commercially reasonable efforts to give the notice to the Company as contemplated by paragraph 13 of the occurrence of any of the events or circumstances referred to therein, provided that neither the giving nor the failure to give such notice will in any way affect the Underwriters' entitlement to exercise their rights contained in paragraph 13 at any time through to the Closing Time.

14. **Survival of Representations and Warranties.**

The representations, warranties and covenants of the Company and the Underwriters contained in this Agreement will survive for a period of two years from the Automatic Exercise Date, as applicable. The indemnities of the Company contained in this Agreement will survive Closing subject only to applicable limitation periods, if any, prescribed by Applicable Laws.

15. **Indemnity.**

- (a) The Company hereby agrees to indemnify and hold harmless the Underwriters, each of the associates and affiliates of the Underwriters and each of the officers, directors, employees, shareholders, partners, advisors and agents of the Underwriters and of each of the associates and affiliates of the Underwriters (such officers, directors, employees, shareholders, partners, advisors and agents are hereinafter collectively referred to as the "Personnel" and the Underwriters, the associates and affiliates of the Underwriters and the Personnel are collectively referred to as the "**Indemnified Persons**" and individually as an "**Indemnified Person**") from and against any and all expenses, costs, losses, claims, actions, payments, damages and liabilities (including the aggregate amount paid in settlement of any litigation, action, suit, proceeding, claim or investigation (each an "**Action**") and the reasonable fees and expenses of counsel that may be incurred in respect of receiving advice in connection with, or in investigating, defending or settling, any Action) of whatsoever nature or kind, joint or several, to which any Indemnified Person may become subject or otherwise involved in any capacity under statute or common law or otherwise by reason of, in connection with, or insofar as such expense, cost, loss, claim, action, payment, damage or liability is caused by, results from, arises out of or is based upon, directly or indirectly, the engagement of the Underwriters hereunder, the provision of services by the Underwriters hereunder or otherwise in connection with any matter referred to in, or related to, this agreement; provided, however, that this indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall have determined that:
 - (i) the Indemnified Person has been grossly negligent or dishonest, has been guilty of willful misconduct or has committed a fraudulent act in the course of rendering such services or has materially breached this agreement; and
 - (ii) the expense, cost, loss, claim, action, payment, damage or liability in respect of which indemnification is claimed was directly caused or occasioned by the gross negligence, dishonesty, willful misconduct, fraud or material breach referred to in clause (i) above.
- (b) If for any reason (other than the occurrence of any of the events referred to in clause (i) above), the foregoing indemnification is unavailable to an Indemnified Person or, while available, is insufficient to hold such Indemnified Person harmless, then the Company shall contribute to the amount paid or payable by such Indemnified Person as a result of such expense, cost, loss, claim, action, payment, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Indemnified Person on the other hand but also the relative degrees of fault of the Company and the Indemnified Person, as well as any other relevant equitable considerations, provided that in any event the Company shall contribute to the amount paid or payable by the Indemnified Person as a result of such expense, cost, loss, claim, action, payment, damage or liability any excess of such amount over the amount of the fees actually received by the Indemnified Person from the Company hereunder. Subject to the exceptions outlined in (i) and (ii) above, the Company hereby agrees that no Indemnified Person shall have any liability to the Company or any associate or affiliate thereof or to any of the officers, directors, holders of

securities or creditors of the Company or of any associate or affiliate thereof in respect of any Action and hereby waives any right to contribution which the Company may have against any Indemnified Person from the Company. The Company hereby waives any right which the Company may have of first requiring any Indemnified Person to proceed or enforce any right, power, remedy or security or to claim payment from any other person before claiming under the indemnity contained in this Agreement.

- (c) In case any Action is brought against an Indemnified Person or an Indemnified Person has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Company, the Indemnified Person will give the Company prompt written notice of any such Action of which the Indemnified Person has knowledge and the Company will undertake the investigation and defense thereof on behalf of the Indemnified Person, including the prompt employment of counsel acceptable to the Indemnified Persons affected and the payment of all expenses. The omission to so notify the Company shall not relieve the Company of any liability which the Company may have to any Indemnified Person hereunder provided that any such delay in or failure to give notice as herein required does not materially prejudice the defence of the Action and does not result in any material increase in the liability which the Company would otherwise have under the indemnity contained herein had the Indemnified Person not so delayed in giving, or failing to give, the notice herein required.
- (d) No admission of liability nor settlement, compromise or termination of any Action shall be made without the Company's consent and the consent of the Indemnified Persons affected; such consents not to be unreasonably withheld. Notwithstanding that the Company will undertake the investigation and defence of any Action, an Indemnified Person will have the right to employ separate counsel with respect to any Action and participate in the defense thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Person unless:
 - (i) the payment of such expenses has been authorized in writing by the Company;
 - (ii) the Company has not assumed the defense of the Action within a reasonable period of time after receiving notice of the Action;
 - (iii) the named parties to any such Action include both the Company and the Indemnified Person and the Indemnified Person shall have been advised by counsel to the Indemnified Person in writing that there is a conflict of interest between the Company and the Indemnified Person; or
 - (iv) there are one or more defenses available to the Indemnified Person which are different from or in addition to those available to the Company;

in which case such fees and expenses of such counsel to the Indemnified Person will be for the Company's account. The rights accorded to the Indemnified Persons hereunder shall be in addition to any rights an Indemnified Person may have at common law or otherwise.

- (e) The Company hereby acknowledges that the Haywood acts as trustee for all of the other Indemnified Persons of the covenants and obligations of the Company contained in this Agreement with respect to such Indemnified Persons and Haywood hereby accepts such trust and agrees to hold such covenants and obligations on behalf of itself and the other Indemnified Persons.
- (f) The indemnity and contribution obligations of the Company contained herein shall be in addition to, and not in substitution for, any liability which the Company may otherwise have, shall extend upon the same terms and conditions to all Indemnified Persons and shall be binding upon and enure to the benefit of the respective successors and assigns of the Company and of each of the Indemnified Persons, as the case may be.

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

16. Advertisements.

The Company acknowledges that the Underwriters will have the right, at their own expense, to place such advertisement or advertisements or press releases relating to and following the completion of the sale of the Special Warrants contemplated herein as the Underwriters may consider desirable or appropriate and as may be permitted by Applicable Law. The Company and the Underwriters each agree that it will not make or publish any advertisement or press release in any media whatsoever relating to, or otherwise publicizing, the Offering so as to result in any exemption from the prospectus and registration requirements of applicable Securities Laws being unavailable in respect of the sale of the Special Warrants and issuance of Qualified Securities to prospective purchasers. Subject to compliance with Applicable Law, any press release or advertisement of the Company relating to the Offering will be provided in advance to the Underwriters and the Company will use its commercially reasonable efforts to agree to the form and substance thereof with the Underwriters prior to the release thereof.

17. Notices.

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a “notice”) will be in writing addressed as follows:

If to the Company, at:

Treasury Metals Inc.
The Exchange Tower
Suite 3680 – 130 King Street West
Toronto, ON M5X 1B1

Attention: Jeremy Wyeth
Email: jwyeth@treasurymetals.com

and, in respect of any notice given to the Company, with a copy to:

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

Attention: Raj Dewan
Email: Raj.Dewan@mcmillan.ca

If to the Underwriters (as applicable), at:

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

Attention: Kevin Campbell
Email: kcampbell@haywood.com

Cormark Securities Inc.
Royal Bank Plaza, North Tower
Suite 1800 – 200 Bay Street
Toronto, ON M5J 2J2

Attention: Darren Wallace
Email: dwallace@cormark.com

Sprott Capital Partners LP
Royal Bank Plaza, South Tower
Suite 2600 – 200 Bay Street
Toronto, ON M5J 2J1

Attention: David Wargo
Email: dwargo@sprott.com

PI Financial Corp.
Suite 3401 – 40 King Street West
Toronto, ON M5H 3Y2

Attention: Russell Mills
Email: rmills@pifinancial.com

IA Private Wealth Inc.
Suite 700 – 26 Wellington Street East
Toronto, on M5E 1S2

Attention: David Beatty
Email: david.beatty@iawealth.com

Paradigm Capital Inc.
Suite 2101 – 95 Wellington Street West
P.O Box 55
Toronto, ON M5J 2N7

Attention: Andrew Partington
Email: apartington@paradigmcap.com

and, in respect of any notice given to any Underwriter, with a copy (which will not constitute notice) to:

Miller Thomson LLP
400-725 Granville Street
Vancouver, BC V7Y 1G5

Attention: Lucy Schilling
Email: lschilling@millერთhompson.com

or to such other address as any of the parties may designate by notice given to the others.

Each notice will be personally delivered to the addressee or sent by email transmission to the addressee and: (a) a notice which is personally delivered will, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (b) a notice which is sent by email transmission will be deemed to be given and received on the first Business Day following the day on which it is confirmed to have been sent.

18. Underwriters' Obligations.

- (a) The Underwriters' obligations under this agreement, including their applicable obligations to purchase the Special Warrants are several and not joint nor joint and several in that each of the Underwriters will be obligated to purchase only the percentage of the total number of Special Warrants set forth opposite their names in paragraph 18(b).
- (b) The applicable percentage of the total number of the Special Warrants which each of the Underwriters will be separately obligated to purchase is as follows:

Underwriter	Percentage
Haywood Securities Inc.	40%
Cormark Securities Inc.	20%
Sprott Capital Partners LP	20%
PI Financial Corp.	10%
IA Private Wealth Inc.	5%
Paradigm Capital Inc.	5%
<hr/>	
Total	100%

- (c) In addition, if any Underwriter (a "**Refusing Underwriter**") does not complete the purchase and sale of its applicable percentage of the aggregate amount of the Special Warrants at the Closing Time for any reason, the other Underwriters (the "**Continuing Underwriters**") will be severally, and not jointly and severally, obligated to purchase, on a pro rata basis to their respective percentages as aforesaid, all but not less than all of the Special Warrants not purchased by the Refusing Underwriter, and to receive the Refusing Underwriter's portion of the Commission and in respect thereof, and such non-defaulting Underwriter(s) shall have the right, by notice to the Company, to postpone the Closing Date by not more than three Business Days to effect such purchase. Nothing in this section shall oblige the Company to sell to the Underwriters less than all of the Special Warrants or relieve from liability to the Company

18.2 Time of the Essence.

Time will, in all respects, be of the essence hereof.

18.3 Headings.

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

18.4 Entire Agreement.

This Agreement and the other agreements and documents referred to herein constitute the only agreement between the parties with respect to the subject matter hereof and will supersede any and all prior negotiations and understandings between the parties hereto with respect to the transactions contemplated in this Agreement. This Agreement may be amended or modified in any respect by written instrument only.

18.5 Conflict.

The Company acknowledges that the Underwriters and their affiliates carry on a range of businesses, including providing stockbroking, investment advisory, research, investment management and custodial services to clients and trading in financial products as agent or principal. It is possible that the Underwriters and other entities in their respective groups that carry on those businesses may hold long or short positions in securities of companies or other entities, which are or may be involved in the transactions contemplated in this Agreement and effect transactions in

those securities for their own account or for the account of their respective clients. The Company agrees that these divisions and entities may hold such positions and effect such transactions without regard to the Company's interests under this Agreement.

18.6 No Fiduciary Duty.

The Company hereby acknowledges that: (a) the purchase and sale of the Special Warrants pursuant to this Agreement is an arm's-length commercial transaction between the Company, on the one hand, and the Underwriters and any affiliate through which they may be acting to effect sales, on the other hand; (b) such Underwriters are acting as principal and not as an agent or fiduciary of the Company; and (c) the Company's engagement of the Underwriters in connection with the Offering and the process leading up to the Offering is as independent contractors and not in any other capacity. Furthermore, the Company agrees that it is solely responsible for making its own judgments in connection with the Offering (irrespective of whether any of such Underwriters has advised or is currently advising the Company on related or other matters). The Company agrees that it will not claim that such Underwriters have rendered advisory services of any nature or respect, or owe an agency, fiduciary or similar duty to the Company in connection with such transaction or the process leading thereto.

18.7 Underwriters' Authority.

All steps which must or may be taken by the Underwriters in connection with this Agreement, with the exception of the matters relating to: (a) termination or waiver contemplated by paragraph 13; (b) indemnification or contribution contemplated by paragraph 15; or (c) the Underwriters' obligations contemplated by paragraph 18, may be taken by Haywood on behalf of the Underwriters and Haywood will have authority to bind the Underwriters, and the execution of this Agreement by the Company will constitute the Company's authority for accepting notification of any such steps from, and for delivering the definitive documents constituting the Special Warrants to Haywood. Nothing in this Agreement is intended to create any relationship in the nature of a partnership, or joint venture among the Underwriters.

18.8 Severability.

The invalidity or unenforceability of any particular provision of this Agreement will not affect or limit the validity or enforceability of the remaining provisions of this Agreement.

18.9 Successors and Assigns.

The terms and provisions of this Agreement will be binding upon and enure to the benefit of the Company, the Underwriters and the Purchasers and their respective successors and permitted assigns; provided, however, that, except as provided herein, this Agreement will not be assignable by the Company without the prior written consent of the Underwriters, or by any Underwriter without the prior written consent of the Company.

18.10 Further Assurances.

Each of the parties hereto will do or cause to be done all such acts and things and will 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.

18.11 Effective Date.

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

18.12 Counterparts and Facsimile Execution.

This Agreement may be executed in any number of counterparts, which taken together will form one and the same agreement. This Agreement may be executed by one or more of the parties by facsimile transmitted signature or by e-

mail in PDF format and all parties agree that the reproduction of signature by way of facsimile or by e-mail in PDF format will be treated as though such reproductions were executed originals.

18.13 Governing Law.

This Agreement will 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 attorn to the non-exclusive jurisdiction of the courts of such Province in connection with all matters arising hereunder.

[Signatures on following page]

