

AGENCY AGREEMENT

May 16, 2023

Revival Gold Inc.
145 King Street West – Suite 2870
Toronto, Ontario M5H 1J8

Attention: **Hugh Agro, President & Chief Executive Officer**

Re: **Private Placement of Units**

Beacon Securities Limited (“**Beacon**”) and Paradigm Capital Inc. (“**Paradigm**”, and together with Beacon, the “**Agents**”), understand that Revival Gold Inc. (the “**Corporation**”) proposes to issue and sell on a private placement basis pursuant to the listed issuer financing exemption (the “**Listed Issuer Financing Exemption**”) under Part 5A of National Instrument 45-106 – *Prospectus Exemptions* (“**NI 45-106**”) 11,846,150 units of the Corporation (the “**Units**”) at a price of \$0.52 per Unit (the “**Issue Price**”) for gross proceeds to the Corporation of \$6,159,998 (the “**Offering**”). The Corporation has prepared and filed an offering document on SEDAR (as defined herein), dated May 8, 2023, in respect of the Offering and which satisfies the requirements of NI 45-106, including those of Form 45-106F19 (the “**Offering Document**”).

Each Unit will consist of one common share in the capital of the Corporation (each, an “**Offered Share**” and the common shares in the capital of the Corporation being the “**Common Shares**”) and one-half of one Common Share purchase warrant of the Corporation (each whole warrant, a “**Warrant**”). Each Warrant will entitle the holder thereof to acquire one Common Share (each, a “**Warrant Share**”) at a price per Warrant Share of \$0.72 for a period of 36 months from the Closing Date (as defined below). The Offered Shares and the Warrants are herein referred to as the “**Offered Securities**”. The Warrants will be created and issued pursuant to a warrant indenture (the “**Warrant Indenture**”) dated the date hereof between the Corporation and Marrelli Trust Company Limited, in its capacity as warrant agent thereunder (the “**Warrant Agent**”).

Subject to the terms and conditions of this Agreement, the Agents, severally and not jointly, agree to act as, and the Corporation appoints the Agents as, the exclusive agents of the Corporation to offer the Offered Securities for sale and purchase on a commercially reasonable “best efforts” agency basis in connection with the Offering, and the Agents hereby agree to act as such agents. The Agents may offer the Offered Securities and may solicit offers to purchase the Offered Securities (i) in each of the provinces of Canada, other than Québec, on a private placement basis; (ii) to, or for the account or benefit of, persons in the United States (as defined below) and U.S. Persons (as defined below) pursuant to the exemption from the registration requirements of the U.S. Securities Act (as defined below) provided by Rule 506(b) of Regulation D (as defined below) under the U.S. Securities Act and/or Section 4(a)(2) of the U.S. Securities Act, and (iii) such offshore jurisdictions as agreed upon by the Agents and the Corporation pursuant to relevant prospectus or registration exemptions in accordance with Applicable Securities Laws (as defined below). The Corporation acknowledges and agrees that the Agents may, but are not obligated to, purchase any of the Offered Securities as principal. In addition, certain of the Offered Securities shall be sold directly by the Corporation to subscribers designated by the Corporation and agreed

to by the Agents (the “**President’s List**”). Furthermore, certain of the Offered Securities sold to subscribers on the President’s List will be settled and delivered by the Corporation directly to such subscribers (the “**Issuer Direct Subscribers**”) and certain of the gross proceeds from subscribers on the President’s List shall be delivered to the Corporation directly.

The Corporation agrees that the Agents shall be permitted to appoint, at their sole expense, other registered dealers, or other dealers duly qualified in their respective jurisdictions, as agents, to assist in the Offering in the Selling Jurisdictions (as defined below) and that the Agents may determine, and shall be solely responsible for, the remuneration payable to such other dealers appointed. The Corporation acknowledges and agrees that: (i) the Agents shall not be required to conduct a suitability review in respect of sales to subscribers on the President’s List (including any Issuer Direct Subscribers); (ii) the Corporation shall indemnify and save harmless the Agents from any and all losses or expenses relating to sales to subscribers on the President’s List (including any Issuer Direct Subscribers); and (iii) the Agents shall not and will not have any liability whatsoever to the Corporation or to the Issuer Direct Subscribers with respect to offers and sales made to Issuer Direct Subscribers.

In consideration of the services rendered by the Agents in connection with the Offering, the Corporation shall pay to the Agents at the Closing Time (as defined herein), a cash commission equal to 6.0% of the gross proceeds from the Offering (excluding the gross proceeds raised from Issuer Direct Subscribers) (the “**Agents’ Fee**”) and a corporate finance fee equal to \$57,630 (inclusive of HST) (the “**Corporate Finance Fee**”). As additional compensation for the services provided, the Corporation shall grant to the Agents at the Closing Time compensation options (the “**Compensation Options**”) equal to the sum of: (A) 6.0% of the total number of Offered Securities sold pursuant to the Offering (excluding the Offered Securities sold to the Issuer Direct Subscribers); and (B) 98,700 Compensation Options, representing a corporate finance compensation option fee. Each Compensation Option shall be exercisable at the Issue Price for one Common Share (the “**Compensation Option Shares**”) for a period of 36 months from the Closing Time.

1. Definitions

In this Agreement:

- (a) “**affiliate**”, “**distribution**”, “**material change**”, “**material fact**”, “**misrepresentation**”, and “**subsidiary**” have the respective meanings given to them in the *Securities Act* (Ontario);
- (b) “**Agents**” has the meaning given to such term on page 1 hereof;
- (c) “**Agents’ Counsel**” means Borden Ladner Gervais LLP;
- (d) “**Agents’ Fee**” has the meaning given to such term on page 2 hereof;
- (e) “**Agreement**” means this agreement resulting from the acceptance by the Corporation of the offer made by the Agents hereby, including all schedules hereto, as amended or supplemented from time to time;

- (f) **“Annual Financial Statements”** means the audited consolidated financial statements of the Corporation for the years ended June 30, 2022 and June 30, 2021;
- (g) **“Applicable Law”** means, in relation to any person, agreement, property, transaction, event or other matter, all applicable laws, statutes, authorizations, ordinances, decrees, rules, regulations, by-laws, legally enforceable policies, codes or guidelines, judicial, arbitral, administrative, ministerial, departmental or regulatory judgements, orders, decisions, directives, rulings, subpoenas, or awards, and conditions of any grant or maintenance of any approval, permission, certification, consent, registration, authority or licence, any applicable federal or provincial pricing policies, and any other requirements of any Governmental Entity, by which such Person is bound or having application to the Corporation or the Offering and any amendments or supplements to, or all replacements and substitutions of, any of the foregoing;
- (h) **“Applicable Securities Laws”** means all applicable securities laws in each of the Selling Jurisdictions, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices and other regulatory instruments of the securities regulators of the Selling Jurisdictions;
- (i) **“Arnett Property”** means the Corporation’s interest in the mineral property known as the “Arnett Property” located in Lemhi County, Idaho, United States, which the Corporation holds through Revival Idaho, the Corporation’s wholly owned subsidiary, including (i) 94 unpatented lode claims comprised of the ACE, HAI, Gold Bug, Mapatsie and Poco claims, (ii) the Haidee patented mine claim, (iii) the Mapatasie #18A unpatented mining claim, (iv) the 195 unpatented lode claims staked by the Corporation during the year ended June 30, 2018, (v) the 47 unpatented lode claims staked by the Corporation in November, 2020, (vi) the Arnett Creek unpatented placer claim, and (vii) the Dump Creek unpatented placer claim;
- (j) **“Beartrack Property”** means the Corporation’s interest in the mineral property known as the “Beartrack Property” located in Lemhi County, Idaho, United States, which the Corporation holds through Revival Idaho, the Corporation’s wholly owned subsidiary, and includes (i) the 305 unpatented mining claims and 14 patented mining claims held by Meridian Beartrack Co., (ii) the 117 unpatented lode claims staked by the Corporation during the year ended June 30, 2018, (iii) the 73 unpatented lode claims staked by the Corporation during the year ended June 30, 2019, (iv) the 50 unpatented lode claims staked by the Corporation in October 2019, and (v) the 14 unpatented mill site claims and 3 unpatented lode claims staked by the Corporation in March 2023.
- (k) **“Business Day”** means any day, other than a Saturday or Sunday on which banking institutions in Toronto, Ontario are open for commercial banking business during normal banking hours;

- (l) **“Canadian Selling Jurisdictions”** means the provinces of Ontario, British Columbia and Alberta;
- (m) **“Claim”** has the meaning given to such term in Section 10(b) hereof;
- (n) **“Closing”** means the completion of the Offering;
- (o) **“Closing Date”** means May 16, 2023, or such other date as the Agents and the Corporation may agree upon in writing;
- (p) **“Closing Time”** means 8:00 a.m. (Toronto time) or such other time on the Closing Date as the Agents and the Corporation may agree upon;
- (q) **“Common Share”** means a common share in the capital of the Corporation;
- (r) **“Compensation Options”** has the meaning given to such term on page 2 hereof;
- (s) **“Compensation Option Certificates”** means the certificates representing the Compensation Options and containing the terms thereof;
- (t) **“Compensation Option Shares”** has the meaning given to such term on page 2 hereof;
- (u) **“Corporate Finance Fee”** has the meaning given to such term on page 2 hereof;
- (v) **“Corporation”** has the meaning given to such term on page 1 hereof;
- (w) **“Corporation’s Auditors”** means MNP LLP;
- (x) **“Corporation’s Counsel”** means Peterson McVicar LLP;
- (y) **“Debt Instrument”** means any note, loan, bond, debenture, indenture, promissory note or other instrument evidencing indebtedness (demand or otherwise) for borrowed money or other liability, to which the Corporation or any of its subsidiaries is a party or by which any of their property or assets are bound;
- (z) **“Due Diligence Session”** has the meaning given to such term in Section 4(a) hereof;
- (aa) **“Due Diligence Session Responses”** means the written or oral responses of the Corporation, as given by any director or officer or employee of the Corporation, at the Due Diligence Sessions;
- (bb) **“Engagement Letter”** means the engagement letter dated May 8, 2023, between the Corporation and the Agents relating to the Offering;
- (cc) **“Environmental Laws”** means any federal, provincial, state, municipal and local or foreign law, statute, ordinance, rule, bylaw and regulation, order, directive,

decree, judgment, injunction, permit, license, authorization or other binding requirement or common law or other Applicable Law, relating to health, safety or the regulation, protection, cleanup or restoration of the environment or natural resources, including, without limitation, those relating to the distribution, processing, generation, treatment, control, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials or Conditions, and **“Hazardous Materials or Conditions”** means any material, substance (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) or condition that is regulated by or may give rise to liability under any Environmental Laws;

- (dd) **“Financial Statements”** means the Annual Financial Statements, together with the notes to such financial statements, the report of the auditors of the Corporation on such financial statements, and the unaudited condensed consolidated interim financial statements of the Corporation with respect the three and six months ended December 31, 2022 and 2021, together with the notes to such financial statements, respectively;
- (ee) **“Government Official”** means any (a) official, officer, employee or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Entity, (b) salaried political party official, elected member of political office or candidate for political office, or (c) Corporation, business, enterprise or other entity owned or controlled by any person described in the foregoing clauses;
- (ff) **“Governmental Entity”** means any (i) multinational, federal, provincial, state, municipal, local or other governmental or public department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision or authority of any of the foregoing; (iii) any quasigovernmental, 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 (including the TSXV and OTCQX); or (iv) any arbitrator exercising jurisdiction over the affairs of the applicable person, asset, obligation or other matter;
- (gg) **“IFRS”** means International Financial Reporting Standards as issued by the International Accounting Standards Board;
- (hh) **“Indemnified Party”** has the meaning given to such term in Section 10(b) hereof;
- (ii) **“Issue Price”** has the meaning given to such term on page 1 hereof;
- (jj) **“Issuer Direct Subscribers”** has the meaning given to such term on page 2 hereof;
- (kk) **“Leased Premises”** means the premises which are material to the Corporation or any Subsidiary and which the Corporation or any Subsidiary occupies or proposes to occupy as a tenant, sub-tenant or occupant;

- (ll) **“Lien”** means any mortgage, charge, pledge, hypothec, security interest, assignment, lien (statutory or otherwise), charge, title retention agreement or arrangement, restrictive covenant or other encumbrance of any nature, or any other arrangement or condition which, in substance, secures payment or performance of an obligation;
- (mm) **“Listed Equity Security”** has the meaning ascribed thereto in NI 45-106;
- (nn) **“Listed Issuer Financing Exemption”** has the meaning given to such term on page 1 hereof;
- (oo) **“Lock-up Agreements”** has the meaning given to such term in Section 4(q) hereof;
- (pp) **“Material Adverse Effect”** means any effect, change, event or occurrence (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision of the board of directors is probable) that is, or is reasonably likely to be, materially adverse to the results of operations, condition (financial or otherwise), assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Corporation or its Subsidiaries;
- (qq) **“Material Agreement”** means (a) any contract, commitment, agreement (written or oral), instrument, lease or other document, including any option agreement or licence agreement, to which the Corporation or a Subsidiary is a party or otherwise bound and which is material to the Corporation or any Subsidiary, and (b) any Debt Instrument, any agreement, contract or commitment to create, assume or issue any Debt Instrument, and any other outstanding loans to the Corporation or any Subsidiary from, or any loans by the Corporation or any Subsidiary to or a guarantee by the Corporation or any Subsidiary of the obligations of, any other person;
- (rr) **“Money Laundering Laws”** has the meaning given to such term in Section 3(mm) hereof;
- (ss) **“NI 43-101”** means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;
- (tt) **“NI 45-102”** means National Instrument 45-102 – *Resale of Securities*;
- (uu) **“NI 45-106”** has the meaning given to such term on page 1 hereof;
- (vv) **“NI 51-102”** means National Instrument 51-102 – *Continuous Disclosure Obligations*;
- (ww) **“NI 52-110”** means National Instrument 52-110 – *Audit Committees*;
- (xx) **“notice”** has the meaning given to such term in Section 16 hereof;

- (yy) “**Offered Securities**” has the meaning given to such term on page 1 hereof;
- (zz) “**Offered Share**” has the meaning given to such term on page 1 hereof;
- (aaa) “**Offering**” has the meaning given to such term on page 1 hereof;
- (bbb) “**Offering Document**” has the meaning given to such term on page 1 hereof;
- (ccc) “**Offering Release**” means the news release issued by the Corporation announcing the Offering on May 8, 2023;
- (ddd) “**OTCQX**” means the OTCQX Market;
- (eee) “**Permit**” means any regulatory approval, licence, permit, approval, consent, certificate, registration, filing or other authorization of or issued by any Governmental Entity under applicable laws, including Environmental Laws;
- (fff) “**Person**” includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, firm, partnership, sole proprietorship, syndicate, joint venture, trustee, trust, unincorporated organization or association, and pronouns have a similar extended meaning;
- (ggg) “**President’s List**” has the meaning given to such term on page 1 hereof;
- (hhh) “**Properties**” means the Beartrack Property and the Arnett Property, the ownership interests of which are held directly or indirectly by the Corporation;
- (iii) “**Public Record**” means all information filed by or on behalf of the Corporation with the Securities Commissions via SEDAR in Canada since June 30, 2022, including any other information filed with any Securities Commission in Canada in compliance, or intended compliance, with any Applicable Securities Laws of the Selling Jurisdictions in Canada;
- (jjj) “**Regulation D**” means Regulation D under the U.S. Securities Act;
- (kkk) “**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;
- (lll) “**Revival Idaho**” means Revival Gold (Idaho) Inc.;
- (mmm) “**SEC**” means the United States Securities and Exchange Commission;
- (nnn) “**Securities Commissions**” means the securities commissions or similar regulatory authorities in the Selling Jurisdictions;
- (ooo) “**SEDAR**” means the System for Electronic Document Analysis and Retrieval;
- (ppp) “**Selling Group**” has the meaning given to such term in Section 2(b) hereof;

- (qqq) “**Selling Jurisdictions**” means all of the provinces of Canada, other than Québec, the United States, and such other jurisdictions as the Agents and the Corporation may agree;
- (rrr) “**Subscriber**” means, for the purposes of this Agreement, each person, other than a President’s List subscriber, who purchases Offered Securities under the Offering;
- (sss) “**Subsidiaries**” means, collectively, Revival Gold (Idaho) Inc. and Strata Minerals Pty Ltd., being the Corporation’s only direct or indirect subsidiaries, and “**Subsidiary**” means any one of them;
- (ttt) “**Taxes**” has the meaning ascribed to it in Section 3(jj);
- (uuu) “**Technical Report**” means the Technical Report on the Mineral Resource Update of the Beartrack-Arnett Gold Project, Lemhi County, Idaho, USA prepared by Wood Canada Limited and dated May 12, 2022, and filed by or on behalf of the Corporation with the Securities Commissions via SEDAR in Canada;
- (vvv) “**Transaction Documents**” means, collectively, this Agreement, the Warrant Indenture and the Compensation Option Certificates;
- (www) “**TSXV**” means the TSX Venture Exchange;
- (xxx) “**U.S. Affiliate**” means the United States registered broker-dealer affiliate of an Agent;
- (yyy) “**U.S. Person**” means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S;
- (zzz) “**U.S. Private Placement Memorandum**” means the U.S. private placement memorandum (which shall include the Offering Document) and any amendment thereto used to make offers and sales of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, in accordance with Schedule “A” hereto, and any exhibits, schedules or attachments thereto;
- (aaaa) “**U.S. Securities Act**” means the United States *Securities Act of 1933*, as amended, and the rules and regulations promulgated thereunder;
- (bbbb) “**United States**” means the United States of America, its territories and possessions, any state of the United States, and the District of Columbia; and
- (cccc) “**Warrant**” has the meaning given to such term on page 1 hereof;
- (dddd) “**Warrant Agent**” has the meaning given to such term on page 1 hereof;
- (eeee) “**Warrant Indenture**” has the meaning given to such term on page 1 hereof; and

(ffff) “**Warrant Share**” has the meaning given to such term on page 1 hereof.

2. **Restrictions on Sale**

The Agents hereby represent, warrant, covenant and agree, severally and not jointly, with the Corporation and acknowledge that the Corporation is relying upon such representations, warranties, and covenants, that:

- (a) in respect of the offer and sale of the Offered Securities, they will conduct their activities in connection with the Offering and comply with all Applicable Securities Laws and the provisions of this Agreement; and
- (b) they are, and will be at the Closing Time, duly registered pursuant to the provisions of the Applicable Securities Laws, and are duly registered or licensed as investment dealers in those jurisdictions in which they are required to be so registered in order to perform the services contemplated by this Agreement, or where not so registered or licensed, the Agents will act only through members of a selling group who are so registered or licensed (the “**Selling Group**”).

The parties to this Agreement acknowledge that the Offered Securities and the Warrant Shares have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and the Offered Securities may not be offered or sold to, or for the account or benefit of, persons in the United States or U.S. Persons except pursuant to transactions that are exempt from the registration requirements of the U.S. Securities Act and applicable state securities laws. Accordingly, the Corporation and each of the Agents, severally and not jointly nor jointly and severally, hereby agree that offers and sales of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons shall be conducted only in the manner specified in Schedule A, which terms and conditions are hereby incorporated by reference in and shall form a part of this Agreement. Notwithstanding the foregoing provisions of this Section, an Agent will not be liable to the Corporation under this Section or Schedule A with respect to a violation by another Agent or its U.S. Affiliate(s) of the provisions of this Section or Schedule A if the former Agent or its U.S. Affiliate, as applicable, is not itself also in violation.

The Corporation undertakes to file, or cause to be filed, all forms or undertakings required to be filed by the Corporation in connection with the issue and sale of the Offered Securities (including a Form 45-106F1 with the applicable Securities Commissions in Canada) so that the distribution of the Offered Securities to the Subscribers may lawfully occur without the necessity of filing a prospectus, registration statement or other offering document, other than the Offering Document, in the Selling Jurisdictions in Canada, but on terms that will permit the Offered Securities acquired by the Subscribers to be sold at any time in the Selling Jurisdictions in Canada. All prescribed fees payable in connection with such filings shall be at the expense of the Corporation. The Agents undertake to use commercially reasonable efforts to cause Subscribers to complete and deliver to the Corporation any forms required by Applicable Securities Laws and the TSXV in connection with the Offering.

Neither the Corporation nor the Agents shall: (i) provide to prospective Subscribers any document or other material or information that would constitute an offering memorandum within the meaning

of Applicable Securities Laws, except the Offering Document; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Securities, including causing the sale of the Offered Securities to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display, or conduct any seminar or meeting relating to the offer and sale of the Offered Securities whose attendees have been invited by general solicitation or advertising.

Neither the Corporation nor the Agents shall solicit subscriptions for Offered Securities, trade in Offered Securities or otherwise do any act in furtherance of a trade of Offered Securities outside of the Selling Jurisdictions, provided that the Corporation and the Agents may so solicit, trade or act within such jurisdictions only if such solicitation, trade or act is in compliance with Applicable Securities Laws in such jurisdiction and does not to their knowledge (i) obligate the Corporation to file a prospectus, registration statement or similar document in such jurisdiction, other than the Offering Document; or (ii) subject the Corporation to any ongoing or continuous disclosure reporting obligation in such jurisdiction.

3. Representations and Warranties of the Corporation

The Corporation represents and warrants to the Agents and the Subscribers, and acknowledges that the Agents and the Subscribers are relying upon such representations and warranties that:

General Matters

- (a) *Good Standing of the Corporation.* The Corporation (i) has been duly incorporated and is up to date in all material corporate filings and in good standing under the *Canada Business Corporations Act*; (ii) has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its properties and assets; and (iii) has all requisite corporate power and capacity to create, issue and sell, as applicable, the Offered Securities and to enter into and carry out its obligations under the Transaction Documents;
- (b) *Subsidiaries.* The Corporation does not have any subsidiaries within the meaning of the *Securities Act* (Ontario) other than the Subsidiaries. The Corporation directly holds all of the issued and outstanding shares of the Subsidiaries, and all such shares are legally and beneficially owned by the Corporation, free and clear of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands of any kind whatsoever. All of such outstanding shares of the Subsidiaries have been duly authorized and validly issued and are outstanding as fully paid and non assessable shares (or the equivalent legal concept in another jurisdiction) and, other than the Corporation, no person has any right, agreement or option for the purchase from the Corporation of any interest in any of such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries, or any other security convertible into or exchangeable for any such shares. Each of the Subsidiaries is duly incorporated, validly existing and in good standing under the laws of its jurisdiction of incorporation and has all requisite corporate power and capacity to own, lease and operate, as applicable, its properties and assets and

conduct its business as currently conducted. Strata Minerals Pty Ltd. is not a material subsidiary of the Corporation as it does not hold any material assets or liabilities;

- (c) *Carrying on Business.* The Corporation and each of the Subsidiaries is, in all material respects, conducting its business in compliance with all applicable laws, rules and regulations (including all applicable federal, state, provincial, municipal, and local environmental anti pollution and licensing laws, regulations and other lawful requirements of any governmental or regulatory body, including but not limited to relevant exploration, concessions and permits) of each jurisdiction in which its business is carried on and is licensed, registered or qualified in all jurisdictions in which it owns, leases or operates its properties or assets or carries on business to enable its business to be carried on as now conducted and as proposed to be conducted and its properties and assets to be owned, leased and operated and all such licences, registrations and qualifications are valid, subsisting and in good standing and it has not received a notice of non compliance, nor knows of, nor has reasonable grounds to know of, any facts that could give rise to a notice of non compliance with any such laws, regulations, requirements, licences, registrations or qualifications;
- (d) *No Proceedings for Dissolution.* No acts or proceedings have been taken, instituted or are pending or, to the knowledge of the Corporation, are threatened for the dissolution, liquidation or winding up of the Corporation or Revival Idaho;
- (e) *Freedom to Compete.* Neither the Corporation nor any of the Subsidiaries is a party to or bound or affected by any commitment, agreement or document containing any covenant which expressly limits the freedom of the Corporation or any of the Subsidiaries to compete in any line of business, transfer or move any of its assets or operations or which would have a Material Adverse Effect;
- (f) *Share Capital of the Corporation.* The authorized capital of the Corporation consists of an unlimited number of Common Shares of which, as of the close of business on May 15, 2023, 91,884,267 Common Shares were outstanding as fully paid and non assessable shares in the capital of the Corporation;
- (g) *Absence of Rights.* Except as referred to in Schedule "B" hereto, no person now has any agreement or option or right or privilege (whether at law, pre-emptive or contractual) capable of becoming an agreement for the purchase, subscription or issuance of, or conversion into, any unissued shares, securities, warrants or convertible obligations of any nature of the Corporation and the Offered Securities, upon issuance, will not be issued in violation of or subject to any pre-emptive rights, participation rights or other contractual rights to purchase securities issued by the Corporation;
- (h) *Common Shares are Listed.* The issued and outstanding Common Shares are listed and posted for trading on the TSXV and no order ceasing or suspending trading in the Common Shares or any other securities of the Corporation or prohibiting the

sale or issuance of the Offered Securities has been issued and to the knowledge of the Corporation, no proceedings for such purpose have been threatened or are pending;

- (i) *Stock Exchange Compliance.* The Corporation has not taken any action which would be reasonably expected to result in the delisting or suspension of the Common Shares on or from the TSXV and the Corporation is in compliance with the rules and policies of the TSXV. The Corporation has caused the Offered Shares, the Warrant Shares and the Compensation Option Shares to be conditionally approved for listing and trading on the TSXV, subject only to customary post-Closing conditions required to be satisfied within the applicable time frame pursuant to the rules and policies of the TSXV;
- (j) *Reporting Issuer Status.* The Corporation is a “reporting issuer” under the Applicable Securities Laws of each of British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland, Northwest Territories, Yukon and Nunavut, not included in a list of defaulting reporting issuers maintained by the Securities Commissions in each of such provinces and territories, and in particular, without limiting the foregoing, the Corporation has at all times complied with its obligations to make timely disclosure of all material changes and material facts relating to it and there is no material change or material fact relating to the Corporation which has occurred and with respect to which the requisite news release has not been disseminated or material change report, as applicable, has not been filed with the Securities Commissions in each of such provinces and territories;
- (k) *No Voting Control.* The Corporation is not a party to, nor is the Corporation aware of, any shareholders’ agreements, pooling agreements, voting agreements or voting trusts or other similar agreements with respect to the ownership or voting of any of the securities of the Corporation or, other than as disclosed in the Public Record, any Subsidiary or with respect to the nomination or appointment of any directors or officers of the Corporation or, other than as disclosed in the Public Record, any Subsidiary, or pursuant to which any person may have any right or claim in connection with any existing or past equity interest in the Corporation or any Subsidiary. The Corporation has not adopted a shareholders’ rights plan or any similar plan or agreement;
- (l) *Transfer Agent and Warrant Agent.* Computershare Investor Services Inc., at its principal office in Vancouver, British Columbia has been duly appointed as the registrar and transfer agent in respect of the Common Shares, and the Warrant Agent, at its principal office in Vancouver, British Columbia, has been duly appointed as the warrant agent in respect of the Warrants;
- (m) *Corporate Actions.* All necessary corporate action has been taken by the Corporation so as to (i) validly authorize the issuance of and issue the Offered Shares as fully paid and non-assessable Common Shares on Closing; (ii) validly create the Warrants and authorize the issuance of and issue the Warrants on

Closing; (iii) validly allot the Warrant Shares and authorize the issuance of the Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture; (iv) validly create the Compensation Options and authorize the issuance of and issue the Compensation Options on Closing; and (v) validly allot the Compensation Option Shares and authorize the issuance of the Compensation Option Shares as fully paid and non-assessable Common Shares upon the due exercise of the Compensation Options in accordance with the terms of the Compensation Option Certificates;

- (n) *Valid and Binding Documents.* Each of the execution and delivery of each of the Transaction Documents and the performance of the transactions contemplated hereby and thereby have been authorized by all necessary corporate action of the Corporation and upon the execution and delivery thereof shall constitute valid and binding obligations of the Corporation, enforceable against the Corporation in accordance with their respective terms, provided that enforcement thereof may be limited by bankruptcy, insolvency and other laws affecting creditors' rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable;
- (o) *All Consents and Approvals.* All consents, approvals, permits, authorizations or filings as may be required under Applicable Securities Laws necessary for: (i) the execution and delivery of the Transaction Documents, (ii) the creation, issuance, sale and delivery, as applicable, of the Offered Securities, and (iii) the consummation of the transactions contemplated hereby and thereby, have been made or obtained, as applicable, other than post Closing filings required to be submitted within the applicable time frame pursuant to Applicable Securities Laws;
- (p) *Offering Document.* The Offering Document and the U.S. Private Placement Memorandum have been or will be prior to the filing or use thereof duly approved and authorized by all necessary corporate action of the Corporation, and the Offering Document will be duly executed by and filed on behalf of the Corporation;
- (q) *Validly Issued Offered Shares.* The Offered Shares have been duly and validly authorized for issuance and sale and when issued and delivered by the Corporation pursuant to this Agreement, against payment of the consideration set forth herein, the Offered Shares will be validly issued as fully paid and non-assessable Common Shares;
- (r) *Validly Issued Warrants.* The Warrants have been duly and validly created and authorized for issuance and sale and when issued and delivered by the Corporation pursuant to this Agreement and the Warrant Indenture, against payment of the consideration set forth herein, the Warrants will be validly issued;

- (s) *Validly Authorized Warrant Shares.* The Warrant Shares to be issued and sold have been duly and validly authorized and reserved for issuance and, upon exercise of the Warrants in accordance with their terms and when issued and delivered by the Corporation, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;
- (t) *Validly Authorized Compensation Option Shares.* The Compensation Option Shares to be issued and sold have been duly and validly authorized and reserved for issuance and, upon exercise of the Compensation Options in accordance with their terms and when issued and delivered by the Corporation, the Compensation Option Shares will be validly issued as fully paid and non-assessable Common Shares;
- (u) *Material Agreements and Debt Instruments.* All of the Material Agreements and Debt Instruments of the Corporation and each of the Subsidiaries have been disclosed in the Public Record and each is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. The Corporation and each of the Subsidiaries has performed all obligations (including payment obligations) in a timely manner under and is in compliance with all terms and conditions contained in each Material Agreement and Debt Instrument. The Corporation and each of the Subsidiaries is not in violation, breach or default nor has it received any notification from any party claiming that the Corporation or any of the Subsidiaries are in violation, breach or default under any Material Agreement or Debt Instrument and no other party, to the knowledge of the Corporation, is in breach, violation or default of any term under any Material Agreement or Debt Instrument. The Corporation does not expect any Material Agreements to which the Corporation or any Subsidiary are a party or otherwise bound or the relationship with the counterparties thereto to be terminated or adversely modified, amended or varied or adversely enforced against the Corporation or such Subsidiary, as applicable, other than in the ordinary course of business. The carrying out of the business of the Corporation and the Subsidiaries as currently conducted and as proposed to be conducted does not result in a material violation or breach of or default under any Material Agreement or Debt Instrument;
- (v) *Previous Corporate Transactions.* Except as which may not reasonably be expected to have a Material Adverse Effect, all previous corporate transactions completed by the Corporation or any of the Subsidiaries, including the acquisition of the securities, business or assets of any other person, the acquisition of options to acquire the securities, business or assets of any other person, and the issuance of securities, were completed in compliance with all applicable corporate and securities laws and all related transaction agreements and all necessary corporate, regulatory and third party approvals, consents, authorizations, registrations, and filings required in connection therewith were obtained or made, as applicable, and complied with. The Corporation's due diligence review at the time of such previous corporate transactions being completed, including financial, legal and title due diligence and background reviews, as may have been determined appropriate by management to the Corporation, did not result in the discovery of any fact or circumstance which may reasonably be expected to have a Material Adverse Effect;

- (w) *Absence of Breach or Default.* The Corporation and each of the Subsidiaries is not in breach or default of, and the execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations hereunder or thereunder, the creation, issue and sale, as applicable, of the Offered Securities and the consummation of the transactions contemplated hereby and thereby do not and will not conflict with or result in a breach or violation of any of the terms of or provisions of, or constitute a default under, whether after notice or lapse of time or both (i) any statute, rule or regulation applicable to the Corporation or any of the Subsidiaries, including Applicable Securities Laws; (ii) the constating documents or resolutions of the directors (including of committees thereof) or shareholders of the Corporation and each of the Subsidiaries; (iii) any Debt Instrument or Material Agreement; or (iv) any judgment, decree or order binding the Corporation, any of the Subsidiaries or the properties or assets of the Corporation or any of the Subsidiaries;
- (x) *No Actions or Proceedings.* There are no material actions, proceedings or investigations (whether or not purportedly by or on behalf of the Corporation or a Subsidiary) currently outstanding, or to the knowledge of the Corporation, threatened or pending, against or affecting the Corporation or any of the Subsidiaries or any of their directors or officers at law or in equity (whether in any court, arbitration or similar tribunal) or before or by any Governmental Entity and, to the knowledge of the Corporation, there is no basis therefor. There are no judgments, orders or awards against the Corporation or any of the Subsidiaries which are unsatisfied, nor are there any consent decrees or injunctions to which the Corporation, the Subsidiaries or their properties or assets are subject;
- (y) *Financial Statements.* The Financial Statements contain no misrepresentations, present fairly the financial position and condition of the Corporation (on a consolidated basis), as at the dates thereof and for the periods indicated and reflect all assets, liabilities or obligations (absolute, accrued, contingent or otherwise) of the Corporation (on a consolidated basis) and the results of their operations and the changes in their financial position for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation (on a consolidated basis) and have been prepared in accordance with International Financial Reporting Standards, applied on a consistent basis throughout the periods involved;
- (z) *No Material Changes.* Since June 30, 2022, except as disclosed in the Public Record:
 - (i) there has not been any material change in the assets, properties, affairs, prospects, liabilities, obligations (absolute, accrued, contingent or otherwise), business, condition (financial or otherwise) or results of operations of the Corporation or any Subsidiary, as applicable;
 - (ii) there has not been any material change in the capital stock or long term debt of the Corporation or any Subsidiary, as applicable; and

- (iii) the Corporation and each Subsidiary, as applicable, has carried on its business in the ordinary course;
- (aa) *No Off-Balance Sheet Arrangements.* Other than as disclosed in the Financial Statements and related management discussion and analysis, including the notes thereto available on the Corporation's SEDAR profile, there are no off balance sheet transactions, arrangements, obligations (including contingent obligations) or liabilities of the Corporation or any Subsidiary;
- (bb) *Internal Accounting Controls.* The Corporation and each Subsidiary 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 International Financial Reporting Standards and to maintain asset accountability; (iii) access to assets is permitted only in accordance with management's general or specific authorization; and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences;
- (cc) *Accounting Policies.* There has been no material change in accounting policies or practices of the Corporation or the Subsidiaries since June 30, 2022, other than as disclosed in the Financial Statements;
- (dd) *Purchases and Sales.* Since June 30, 2022, other than as disclosed in the Public Record, neither the Corporation nor any Subsidiary has approved, entered into any agreement in respect of, or has any knowledge of:
 - (i) the purchase of any material property or any interest therein, or the sale, transfer or other disposition of any material property or any interest therein currently owned, directly or indirectly, by the Corporation or any Subsidiary whether by asset sale, transfer of shares, or otherwise;
 - (ii) the change of control (by sale or transfer of voting or equity securities or sale of all or substantially all of the assets of the Corporation or any Subsidiary or otherwise) of the Corporation or any Subsidiary; or
 - (iii) a proposed or planned disposition of any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares or of the outstanding shares of any Subsidiary;
- (ee) *No Loans or Non-Arm's Length Transactions.* Neither the Corporation nor any Subsidiary has any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at arm's length with the Corporation or any Subsidiary;

- (ff) *Dividends.* There is not, in the constating documents or in any Debt Instrument, Material Agreement, or other instrument or document to which the Corporation or a Subsidiary is a party, any restriction upon or impediment to, the declaration of dividends by the directors of the Corporation or a Subsidiary, as applicable, or the payment of dividends by the Corporation or a Subsidiary to its respective shareholders;
- (gg) *Independent Auditors.* The Corporation's Auditors are independent public accountants as required by the Applicable Securities Laws of each jurisdiction where the Corporation is a "reporting issuer" and there has not been any "reportable event" (within the meaning of National Instrument 51-102 – *Continuous Disclosure Obligations*) with respect to the present or any former auditor of the Corporation;
- (hh) *Insurance.* The assets of the Corporation and each Subsidiary and their respective businesses and operations are insured against loss or damage with responsible insurers on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses, and such coverage is in full force and effect, and neither the Corporation nor any Subsidiary has failed to promptly give any notice or present any material claim thereunder;
- (ii) *Leased Premises.* With respect to each of the Leased Premises, the Corporation and/or each applicable Subsidiary occupies or will occupy the Leased Premises and has the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or any Subsidiary occupies or proposes to occupy the Leased Premises is in good standing and in full force and effect. The performance of obligations pursuant to and in compliance with the terms of this Agreement, and the completion of the transactions described herein by the Corporation, will not afford any of the parties to such leases or any other person the right to terminate any such lease or result in any additional or more onerous obligations under such leases;
- (jj) *Taxes.* All taxes (including income tax, capital tax, payroll taxes, employer health tax, workers' compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto (collectively, "**Taxes**") due and payable by the Corporation and each Subsidiary have been paid. All tax returns, declarations, remittances and filings required to be filed by the Corporation or a Subsidiary have been filed with all appropriate Governmental Entities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of the Corporation, no examination of any tax return of the Corporation or any Subsidiary is currently in progress and there are no issues or disputes outstanding with any Governmental Entity respecting any Taxes;
- (kk) *Compliance with Laws, Filings and Fees.* The Corporation and each Subsidiary has complied with all relevant statutory and regulatory requirements required to be

complied with prior to the Closing Time in connection with the Offering. All filings and fees required to be made and paid by the Corporation and each Subsidiary pursuant to Applicable Securities Laws and other applicable securities laws and general corporate law have been made and paid. Neither the Corporation nor any Subsidiary is aware of any legislation or regulation, or proposed legislation or regulation published by a legislative or governmental body, which it anticipates will have a Material Adverse Effect;

- (ll) *Anti-Bribery Laws.* Neither the Corporation nor any Subsidiary nor, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) violated any anti bribery or anti corruption laws applicable to the Corporation or any Subsidiary, including but not limited to the *United States Foreign Corrupt Practices Act of 1977*, as amended, and the *Corruption of Foreign Public Officials Act* (Canada), or (ii) offered, paid, promised to pay, or authorized the payment of any money, or offered, given, promised to give, or authorized the giving of anything of value, that goes beyond what is reasonable and customary and/or of modest value: (x) to any Government Official, whether directly or through any other person, for the purpose of influencing any act or decision of a Government Official in his or her official capacity; inducing a Government Official to do or omit to do any act in violation of his or her lawful duties; securing any improper advantage; inducing a Government Official to influence or affect any act or decision of any Governmental Entity; or assisting any representative of the Corporation or any Subsidiary in obtaining or retaining business for or with, or directing business to, any person; or (y) to any person in a manner which would constitute or have the purpose or effect of public or commercial bribery, or the acceptance of or acquiescence in extortion, kickbacks, or other unlawful or improper means of obtaining business or any improper advantage. Neither the Corporation nor any Subsidiary nor, to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of the foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or any Subsidiary, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws or committed any material wrongdoing, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Entity responsible for enforcing anti bribery or anti corruption laws, in each case with respect to any alleged act or omission arising under or relating to non compliance with any such laws, or received any notice, request, or citation from any person alleging non compliance with any such laws;
- (mm) *Anti-Money Laundering.* The operations of the Corporation and each Subsidiary are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) and the money laundering statutes of all applicable jurisdictions, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any Governmental Entity (collectively, the “**Money Laundering Laws**”) and no action,

suit or proceeding by or before any court or Governmental Entity or any arbitrator involving the Corporation or any Subsidiary with respect to the Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened;

- (nn) *Directors and Officers.* To the knowledge of the Corporation, none of the directors or officers of the Corporation or any Subsidiary (i) are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public Corporation or of a Corporation listed on a particular stock exchange, or (ii) in the last 10 years have been subject to an order preventing, ceasing or suspending trading in any securities of the Corporation or other public Corporation;
- (oo) *Related Parties.* None of the directors, officers, employees, consultants or advisors of the Corporation or any Subsidiary, any known holder of more than 10% of any class of shares of the Corporation, or any known associate or affiliate of any of the foregoing persons, has had any material interest, direct or indirect, in any previous transaction or any proposed transaction with the Corporation which, as the case may be, materially affected, is material to or will materially affect the Corporation. All previous material transactions of the Corporation were completed on an arm's length basis and on commercially reasonable terms;
- (pp) *Fees and Commissions.* Other than the Agents (or any members of the Selling Group) pursuant to this Agreement, there is no person acting or purporting to act at the request of the Corporation who is entitled to any brokerage, finder, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein;
- (qq) *Entitlement to Proceeds.* Other than the Corporation, there is no person that is or will be entitled to the proceeds of the Offering, including under the terms of any Debt Instrument, Material Agreement, or other instrument or document (written or unwritten);
- (rr) *Minute Books and Records.* The minute books and records of the Corporation and the Subsidiaries which the Corporation has made available to the Agents and their counsel in connection with their due diligence investigation of the Corporation and the Subsidiaries for the period of examination thereof are all of the minute books and all of the records of the Corporation and the Subsidiaries and contain copies of all constating documents, including all amendments thereto, and all proceedings of securityholders and directors (and committees thereof) and are complete in all material respects;
- (ss) *Continuous Disclosure.* The Corporation is in compliance with its continuous disclosure obligations under the Applicable Securities Laws of each jurisdiction where the Corporation is a "reporting issuer" and, without limiting the generality of the foregoing, there has not occurred an adverse material change and no material fact has arisen, financial or otherwise, in the assets, properties, affairs, prospects, liabilities, obligations (contingent or otherwise), business, condition (financial or

otherwise), results of operations or capital of the Corporation or any Subsidiary which has not been publicly disclosed and the information and statements in the Public Record were true and correct as of the respective dates of such information and statements and at the time such documents were filed on SEDAR, do not contain any misrepresentations and no material facts have been omitted therefrom which would make such information and statements misleading, and the Corporation has not filed any confidential material change reports which remain confidential as at the date hereof. The Corporation is not aware of any circumstances presently existing under which liability is or would reasonably be expected to be incurred under Part XXIII.1 – Civil Liability for Secondary Market Disclosure of the *Securities Act* (Ontario) and analogous provisions under the securities laws of any other jurisdiction of Canada;

- (tt) *Forward-Looking Information.* With respect to forward-looking information contained in the Corporation's Public Record and the Offering Documents:
 - (i) the Corporation had a reasonable basis for the forward looking information at the time the disclosure was made;
 - (ii) all forward looking information is identified as such, and all such documents caution users of forward looking information that actual results may vary from the forward looking information, identify material risk factors that could cause actual results to differ materially from the forward looking information, and state the material factors or assumptions used to develop the forward looking information;
 - (iii) the future oriented financial information or financial outlook contained therein is limited to a period for which the information can be reasonably estimated; and
 - (iv) the Corporation has updated such forward-looking information as required by and in compliance with Applicable Securities Laws;
- (uu) *Full Disclosure.* All information relating to the Corporation and the Subsidiaries and their businesses, properties and liabilities and provided to the Agents, including all financial, marketing, sales and operational information provided to the Agents, is, as of the date of such information, true and correct in all material respects, and no fact or facts have been omitted therefrom which would make such information misleading. The Corporation has not withheld from the Agents any material facts relating to the Corporation or the Offering.
- (vv) *Dormant Subsidiary.* Strata Minerals Pty Ltd. is not engaged in any business activities and owns no assets relating to or affecting the Properties.

Mining Matters

- (ww) *Properties and Assets.* The Corporation is the legal and beneficial owner of, and has title to, all of the Properties or assets thereof as described in the Public Record, such properties and assets are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, and no other property rights (including surface or access rights) are necessary for the conduct of the business of the Corporation and the Subsidiaries as currently conducted; neither the Corporation nor any Subsidiary knows of any claim or basis for any claim that might or could adversely affect the right of the Corporation or the Subsidiaries to use, transfer, access or otherwise exploit such property rights; and, except as disclosed in the Public Record, neither the Corporation nor any Subsidiary has any responsibility or obligation to pay any commission, royalty, licence fee or similar payment to any person with respect to the property rights thereof. The title opinion of Lyons O'Dowd, PLLC (local counsel to the Corporation) in satisfaction of the closing condition in Section 5(c) hereof addresses all of the material claims in respect of both of the Arnett Property and the Beartrack Property;
- (xx) *Material Property and Mining Rights.* The Corporation and the Subsidiaries hold freehold title, mineral or mining leases, concessions or claims or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdiction in which the Properties are located in respect of the ore bodies and specified minerals located in the Properties in which the Corporation and the Subsidiaries have an interest under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Corporation and the Subsidiaries to access the Properties and explore and exploit the minerals relating thereto as it is currently conducted, except where the failure to have such rights or interests would not have a Material Adverse Effect; all such properties, leases, concessions or claims in which the Corporation and the Subsidiaries have any interests or rights have been validly located and recorded in accordance with all applicable laws and are valid, subsisting and in good standing;
- (yy) *Valid Title Documents.* Any and all of the agreements and other documents and instruments pursuant to which the Corporation and the Subsidiaries hold their material properties and assets (including any option agreement or any interest in, or right to earn an interest in, any properties and assets) are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, the Corporation and the Subsidiaries are not in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. Neither the properties or assets (nor any option agreement or any interest in, or right to earn an interest in, properties or assets) of the Corporation or the Subsidiaries are subject to any right of first refusal or purchase or acquisition rights of a third party;
- (zz) *Possession of Permits and Authorizations.* The Corporation and the Subsidiaries have obtained all Permits necessary to carry on the business of the Corporation and the Subsidiaries as it is currently conducted. The Corporation and the Subsidiaries are in compliance with the terms and conditions of all such Permits except where

such non-compliance would not reasonably be expected to have a Material Adverse Effect. All of such Permits issued to date are valid, subsisting, in good standing and in full force and effect and the Corporation and the Subsidiaries have not received any notice of proceedings relating to the revocation or modification of any such Permits or any notice advising of the refusal to grant or as to the adverse modification of any Permit that has been applied for or is in process of being granted and the Corporation and the Subsidiaries anticipate receiving any such Permit that has been applied for or is in the process of being granted in the ordinary course of business;

- (aaa) *No Expropriation.* No part of the properties, mining rights or Permits of the Corporation or any Subsidiary have been taken, revoked, condemned or expropriated by any Governmental Entity nor has any written notice or proceedings in respect thereof been given or commenced, or to the knowledge of the Corporation, been threatened or is pending, nor does the Corporation or any Subsidiary have any knowledge of the intent or proposal to give such notice or commence any such proceedings;
- (bbb) *No Indigenous Claims.* There are no claims or actions with respect to indigenous rights currently outstanding, or to the knowledge of the Corporation, threatened or pending, with respect to the properties of the Corporation or any Subsidiary. There are no land entitlement claims having been asserted or any legal actions relating to indigenous issues having been instituted with respect to the properties of the Corporation or any Subsidiary, and no dispute in respect of the properties of the Corporation or any Subsidiary with any local or indigenous group exists or, to the knowledge of the Corporation, is threatened or imminent;
- (ccc) *NI 43-101.* The Corporation is in compliance with the provisions of NI 43-101 and has filed all technical reports in respect of its properties (and properties in respect of which it has a right to earn an interest) required thereby. The Technical Report remains current as at the date hereof. The Technical Report complies in all material respects with the requirements of NI 43-101 and there is no new scientific or technical information concerning the Properties since the date thereof that would require a new technical report in respect of any of the Properties to be issued under NI 43-101. The Corporation and the Subsidiaries made available to the authors of the Technical Report, prior to the issuance thereof, for the purpose of preparing such report, all information requested by them and none of such information contained any misrepresentation at the time such information was provided. The information set forth in the Public Record relating to scientific and technical information, including any estimates of the mineral resources of the Properties, has been prepared in accordance with NI 43-101 and in compliance with the other Applicable Securities Laws of the Canadian Selling Jurisdictions.

Environmental Matters

- (ddd) The Corporation and each Subsidiary is in material compliance with all Environmental Laws and all operations on the properties of the Corporation and the

Subsidiaries, carried on by or on behalf of the Corporation and the Subsidiaries, have been conducted in all respects in accordance with good exploration, mining and engineering practices;

- (eee) Neither the Corporation nor any of the Subsidiaries has used, except in material compliance with all Environmental Laws and Permits, any properties or facilities which it owns or leases or previously owned or leased, to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any hazardous substance;
- (fff) Neither the Corporation nor the Subsidiaries, nor to the knowledge of the Corporation, any predecessor companies thereof, have received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Laws, and neither the Corporation nor the Subsidiaries have settled any allegation of non compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation and the Subsidiaries and the Corporation and the Subsidiaries have not received notice of any of the same;
- (ggg) There have been no past unresolved claims, complaints, notices or requests for information received by the Corporation or any Subsidiary with respect to any alleged material violation of any Environmental Laws, and to the knowledge of the Corporation, none that are threatened or pending. No conditions exist at, on or under any properties now or previously owned, operated or leased by the Corporation or any Subsidiary which, with the passage of time, or the giving of notice or both, would give rise to liability under any law, statute, order, regulation, ordinance or decree that, individually or in the aggregate, has or would have a Material Adverse Effect;
- (hhh) Except as ordinarily or customarily required by applicable Permit, neither the Corporation nor the Subsidiaries have received any notice wherein it is alleged or stated that it is potentially responsible for a federal, provincial, state, municipal or local clean up site or corrective action under any law including any Environmental Laws. Neither the Corporation nor any Subsidiary has received any request for information in connection with any federal, state, provincial, municipal or local inquiries as to disposal sites;
- (iii) There are no environmental audits, evaluations, assessments, studies or tests relating to the Corporation or any Subsidiary or any properties or assets owned or leased by them, except for ongoing assessments conducted by or on behalf of the Corporation and the Subsidiaries in the ordinary course of business;

Employment Matters

- (jjj) *Employment Laws.* The Corporation and each Subsidiary is in material compliance with all federal, national, regional, state, provincial and local laws and regulations

respecting employment and employment practices, terms and conditions of employment, workers' compensation, occupational health and safety and pay equity and wages. The Corporation and the Subsidiaries are not subject to any claims, complaints, outstanding decisions, orders or settlements or pending claims, complaints, decisions, orders or settlements under any human rights legislation, employment standards legislation, workers' compensation legislation, occupational health and safety legislation or similar legislation nor has any event occurred which may give rise to any of the foregoing;

- (kkk) *Employee Plans.* Each plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to or required to be contributed to, by the Corporation or any Subsidiary for the benefit of any current or former director, officer, employee or consultant of the Corporation or any Subsidiary (the "Employee Plans") has been maintained in compliance with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans, in each case in all material respects;
- (lll) *Labour Matters.* There is not currently any labour disruption, dispute, slowdown, stoppage, complaint or grievance outstanding, or to the knowledge of the Corporation, threatened or pending, against the Corporation or any Subsidiary which is adversely affecting or could adversely affect, in a material manner, the carrying on of the business of the Corporation or the Subsidiaries and no union representation question exists respecting the employees of the Corporation or any Subsidiary and no collective bargaining agreement is in place or being negotiated by the Corporation or a Subsidiary. The Corporation has sufficient personnel with the requisite skills to effectively conduct its business as currently conducted and as proposed to be conducted;

Listed Issuer Financing Exemption Matters

- (mmm) the Corporation is a reporting issuer and has been a reporting issuer for 12 months before the date of the Offering Release in British Columbia, Alberta, Saskatchewan, Manitoba, Ontario, New Brunswick, Nova Scotia, Prince Edward Island, Newfoundland, Northwest Territories, Yukon and Nunavut and is not in default of any requirement under Applicable Securities Laws in Canada;
- (nnn) during the 12 months prior to the date of this Agreement, the Corporation has raised \$0 using the Listed Issuer Financing Exemption and is not otherwise raising funds under the Listed Issuer Financing Exemption other than in connection with the Offering;
- (ooo) the Common Shares are Listed Equity Securities;

- (ppp) the Corporation is not, or during the 12 months immediately before the date the Corporation filed the Offering Release, the Corporation or any person or company with whom the Corporation completed a restructuring transaction was not, either of the following: an issuer whose operations have ceased; an issuer whose principal asset is or was cash, cash equivalents, or its exchange listing, including, for greater certainty, a capital pool company, a special purpose acquisition company, a growth acquisition corporation or any similar person or company;
- (qqq) the Corporation is not an investment fund as defined under Applicable Securities Laws in Canada;
- (rrr) as disclosed in the Offering Document, the Corporation does not intend to allocate the available funds to: (i) an acquisition that is a significant acquisition under Part 8 of NI 51-102; (ii) a restructuring transaction as such term is defined in NI 51-102; or (iii) any other transaction that requires approval of any security holder under the corporate law of the jurisdiction in which the Corporation is incorporated or continued, any requirement of the exchange on which the Corporation's Listed Equity Securities are listed for trading, or the Corporation's constating documents;
- (sss) on the date of the issuance of the Offering Release, the total dollar amount of the Offering, combined with the dollar amount of all other distributions made by the Corporation under the Listed Issuer Financing Exemption during the 12 months immediately before the date of the Offering Release, will not, assuming completion of the Offering, exceed the greater of the following: (i) \$5,000,000; and (ii) \$6,160,000;
- (ttt) the Offering, combined with all other distributions made by the Corporation under the Listed Issuer Financing Exemption during the 12 months immediately before the date of the Offering Release, will not result in an increase of more than 50% of the Corporation's outstanding Listed Equity Securities, as of the date that is 12 months before the date of the Offering Release;
- (uuu) as at the Closing Date, the Corporation reasonably expects that the Corporation will have available funds to meet its business objectives and liquidity requirements for a period of 12 months following the Closing Date;
- (vvv) the Offering Document, together with the Public Record, contains disclosure of all material facts relating to the Offered Securities and does not contain a misrepresentation. The Offering Document complies in all material respects with the requirements of Applicable Securities Laws in Canada; and
- (www) there has been no material change (as defined under Applicable Securities Law) in respect of the Corporation since the date of the Offering Release requiring the filing of an amendment to the Offering Document and the issuing and filing of a news release stating that an amendment to the Offering Document addressing the material change has been filed.

It is further agreed by the Corporation that all representations, warranties and covenants contained in this Agreement made by the Corporation to the Agents shall also be deemed to be made for the benefit of Subscribers as if the Subscribers were also parties to this Agreement (it being agreed that the Agents are acting for and on behalf of the Subscribers for this purpose).

4. Covenants of the Corporation

The Corporation covenants with the Agents that:

- (a) prior to the Closing Time, the Corporation shall allow the Agents the opportunity to conduct required due diligence and to obtain, acting reasonably, satisfactory results from such due diligence and in particular, the Corporation shall allow the Agents and Agents' Counsel to conduct all due diligence which the Agents may reasonably require in order to confirm the Public Record is accurate, complete and current in all material respects and to fulfill the Agents' obligations as a registrant and, in this regard, without limiting the scope of the due diligence inquiries that the Agents may conduct, the Corporation shall make available its senior management, directors, the authors of the Technical Report and the Corporation's Counsel to participate in one or more due diligence sessions (each, a "**Due Diligence Session**") to answer in person or in written form any questions that the Agents may have. The Due Diligence Sessions shall be held prior to the Closing Date, and the Agents shall distribute a list of written questions to be answered in advance of each such Due Diligence Session and the Corporation shall provide written responses to such questions;
- (b) if any of the facts or information underlying or supporting the statement provided in the Due Diligence Session Responses have changed, the Corporation shall provide the Agents with prompt notice of the particulars of any such changes;
- (c) it will comply with all the obligations to be performed by it, and all of its covenants and agreements, under and pursuant to the Transaction Documents;
- (d) during the period commencing on the date of this Agreement and ending at the Closing Time, it will promptly provide to the Agents, for review by the Agents and Agents' Counsel, prior to filing or issuance of the same, any proposed public disclosure document, including without limitation, any financial statements of the Corporation, report to shareholders, information circular or any press release or material change report and any press release issued by the Corporation concerning the Offered Securities or the Compensation Options;
- (e) during the period commencing as of the date of this Agreement and ending as of the Closing Time any press release issued by the Corporation concerning the Offered Securities or the Compensation Options is to include the following or substantially similar legend: "NOT FOR DISTRIBUTION TO UNITED STATES NEWswire SERVICES OR FOR DISSEMINATION IN THE UNITED STATES." and comply with the requirements of Rule 135e under the U.S. Securities Act;

- (f) during the period commencing on the date of this Agreement and ending at the Closing Time, promptly notify the Agents in writing of any of the representations or warranties made by the Corporation in this Agreement being no longer true and correct;
- (g) during the period commencing on the date of this Agreement and ending on the Closing Time, the Corporation will promptly inform the Agents of the full particulars of any material change (actual, anticipated, contemplated or threatened) in the business, affairs, operations, capital or condition (financial or otherwise) of the Corporation or its Subsidiaries or properties or assets of the Corporation or its Subsidiaries; provided, however, that if the Corporation is uncertain as to whether a material change, occurrence or event of the nature referred to in this Section 4(g) has occurred, the Corporation shall promptly inform the Agents of the full particulars of the occurrence giving rise to the uncertainty and shall consult with the Agents as to whether the occurrence is of such a nature;
- (h) during the period commencing on the date of this Agreement and ending at the Closing Time, the Corporation will promptly inform the Agents of the receipt by the Corporation of (i) any communication of a material nature from any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Entity relating to the Corporation or the distribution of the Offered Securities or the Compensation Options, and (ii) the issuance by any Securities Commission or similar regulatory authority, any stock exchange or any other Governmental Entity of any order to cease or suspend trading of any securities of the Corporation or of the institution or threat of institution of any proceedings for that purpose;
- (i) the Corporation will promptly, and in any event within any applicable time limitation, comply to the reasonable satisfaction of the Agents and Agents' Counsel with Applicable Securities Laws of the Canadian Selling Jurisdictions in which it is a reporting issuer with respect to any material change, occurrence or event of the nature referred to in Sections 4(g) and 4(h), including (A) complying with NI 51-102 in connection with any material change, (B) filing an amendment to the Offering Document in accordance with NI 45-106, and (C) issuing and filing a news release that states that an amendment to the Offering Document addressing the material change has been filed;
- (j) the Corporation will use the net proceeds from the Offering for the purposes described in the Offering Document;
- (k) as soon as reasonably possible, and in any event by the Closing Date, the Corporation shall take all such steps as may reasonably be necessary to enable the Offered Securities and the Compensation Options to be offered for sale and sold on a private placement basis to Subscribers in the Selling Jurisdictions through the Agents or any other investment dealers or brokers registered in any of the Selling Jurisdictions by way of the exemptions set forth in Applicable Securities Laws of each of the Selling Jurisdictions;

- (l) the Corporation will ensure that, at all times prior to the expiry of each of the Warrants and the Compensation Options, sufficient Warrant Shares and Compensation Option Shares will be allotted and reserved for issuance upon the due and proper exercise of the Warrants and Compensation Options, as applicable, and that the Warrant Shares and the Compensation Option Shares, upon issuance in accordance with the terms of the Warrant Indenture and Compensation Option Certificates, as applicable, including due payment therefor, shall be duly and validly authorized and issued as fully paid and non-assessable Common Shares;
- (m) the Corporation will ensure that all required documentation for the listing of the Offered Shares, Warrant Shares and the Compensation Option Shares have been filed with the TSXV on or prior to the Closing Date, subject to the satisfaction of customary final listing conditions set out in the conditional approval letter of the TSXV for the Offering, a copy of which has been made available to the Agents;
- (n) the Corporation will ensure the Common Shares are listed and posted for trading on the TSXV on the Closing Date;
- (o) the Corporation will use its commercially reasonable best efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Applicable Securities Laws in each of the Provinces and Territories of Canada, except Québec, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation;
- (p) the Corporation will use its commercially reasonable best efforts to maintain the listing of the Common Shares (including those issuable pursuant to the Offering, the Warrants and the Compensation Options) on the TSXV or such other recognized stock exchange or quotation system as the Agents may approve, acting reasonably, for a period of at least 36 months following the Closing Date, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation;
- (q) the Corporation will cause its officers and directors to enter into agreements (the “**Lock-up Agreements**”) on terms and conditions satisfactory to the Agents, in which they will covenant and agree that they will not, for a period ending 90 days following the Closing Date, directly or indirectly, sell, or agree to sell or announce any intention to do so, any Common Shares or any other securities of the Corporation or securities or other financial instruments convertible into, exchangeable or having the right to acquire Common Shares held by them, directly or indirectly, unless they first obtain the written consent of the Agents, such consent to not be unreasonably withheld, or otherwise in accordance with the exceptions as set out in the lock-up agreements; and
- (r) the Corporation will not, for a period of 90 days following the Closing Date, directly or indirectly, without the prior written consent of the Agents, such consent not to be unreasonably withheld or delayed, issue, offer, sell, contract to sell, secure,

pledge, grant any option, right or warrant to purchase or otherwise lend, transfer or dispose of (or announce any intention to do so) any Common Shares or any securities convertible into, or exchangeable or exercisable for, Common Shares; other than pursuant to: (i) the Offering, the Warrants and the Compensation Options; (ii) existing director or employee stock options, bonus or purchase plans or similar share compensation arrangements as detailed in the Corporation's most recently filed management discussion and analysis; (iii) director or employee stock options or bonuses granted subsequently in accordance with regulatory approval; or (iv) upon the exercise of convertible securities, warrants or options outstanding prior to the Closing Date.

5. Representations, Warranties, Covenants and Acknowledgements of the Agents

Each Agent hereby severally (and not jointly or jointly and severally) represents and warrants to, and covenants with the Corporation, intending that the same may be relied upon by the Corporation, that:

- (a) it is, and will remain until completion of the Offering, appropriately registered under Applicable Securities Laws so as to permit it to lawfully fulfill its obligations hereunder;
- (b) it has good and sufficient authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (c) it will conduct (as has conducted) activities in connection with arranging for subscribers of the Units in compliance with Applicable Securities Laws; and
- (d) it will not solicit offers to purchase or sell the Units in any jurisdiction other than the Selling Jurisdictions.

6. Conditions to the Agents' Obligation to Purchase

The obligations of the Agents under this Agreement shall be conditional upon the Agents receiving, and the Agents shall have the right on behalf of Subscribers for Offered Securities to withdraw all subscriptions delivered and not previously withdrawn by Subscribers unless the Agents receives, on the Closing Date:

- (a) a favourable legal opinion dated the Closing Date from Corporation's Counsel, in form and substance satisfactory to the Agents, acting reasonably, together with corresponding opinions (where relevant) of local counsel to the Corporation in relation to the laws of the Canadian Selling Jurisdictions in which the Offered Securities are sold and on which Corporation's Counsel is not qualified to express opinions, with respect to the following matters:
 - (i) as to the incorporation and valid existence of the Corporation;
 - (ii) as to the authorized and issued capital of the Corporation;

- (iii) the corporate power, capacity and authority of the Corporation to carry on its business as presently carried on and to own, lease and operate its properties and assets, and to execute, delivery and carry out its obligations under the Transaction Documents and to issue the Offered Securities, the Compensation Options, the Warrant Shares and the Compensation Option Shares;
- (iv) all necessary corporate action has been taken by the Corporation to authorize the execution and delivery of the Transaction Documents and the performance by the Corporation of its obligations hereunder and thereunder and the issuance of the Offered Securities, the Compensation Options, the Warrant Shares and the Compensation Option Shares;
- (v) each of the Transaction Documents has been duly authorized and executed and delivered by the Corporation and constitutes a valid and legally binding agreement of the Corporation enforceable against it in accordance with its terms, 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;
- (vi) the execution and delivery of each of the Transaction Documents, the performance by the Corporation of its obligations hereunder and thereunder and the issuance and sale of the Offered Securities and the Compensation Options do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, whether after notice or lapse of time or both, (A) any Applicable Law; (B) the constating documents of the Corporation; and (C) any resolutions of the directors and shareholders of the Corporation;
- (vii) the Offered Shares have been validly authorized for issuance by the Corporation and, upon payment therefor and the issue thereof, the Offered Shares will be validly issued as fully paid and non-assessable Common Shares;
- (viii) the Warrants and the Compensation Options have been duly and validly created and issued and the Warrant Shares and the Compensation Option Shares have been reserved for issuance and upon the receipt of payment therefor by the Company and the issue thereof upon exercise of the Warrants or Compensation Options in accordance with the provisions of the Warrant Indenture or Compensation Option Certificates, as applicable, the Warrant Shares or Compensation Option Shares, as applicable, will be duly and validly issued as fully paid and non-assessable Common Shares;

- (ix) the issuance and sale by the Corporation of the Offered Securities and the Compensation Options to the Subscribers in the Selling Jurisdictions in accordance with the terms of this Agreement are exempt from the prospectus requirements of Applicable Securities Laws in Canada and no documents are required to be filed, no proceedings are required to be taken and no approvals, permits, consents or authorizations are required to be obtained, except as have already been filed, obtained or completed, by the Corporation under Applicable Securities Laws in Canada to permit such issuance and sale, subject only to the filing of the requisite post-Closing forms under Applicable Securities Laws in Canada;
 - (x) the issuance by the Corporation of the Warrant Shares and the Compensation Option Shares upon the due exercise of the Warrants or Compensation Options, as applicable, will be exempt from the prospectus requirements of Applicable Securities Laws in the Canadian Selling Jurisdictions and no prospectus or other document is required to be filed under the Applicable Securities Laws in the Canadian Selling Jurisdictions and, except as have been obtained or completed, no proceeding is required to be taken and no approval, permit, consent, authorization or filing by the Company is required under Applicable Securities Laws in the Canadian Selling Jurisdictions to permit such issuance;
 - (xi) as to the first trade rights and restrictions relating to each of the Offered Securities, the Warrant Shares and the Compensation Option Shares under Applicable Securities Laws in Canada;
 - (xii) in those Canadian Selling Jurisdictions where such an opinion can be provided, the Corporation being a reporting issuer (or the equivalent) under the Applicable Securities Laws of all of the Canadian Selling Jurisdictions, and not being included on a list of defaulting reporting issuers maintained by the securities regulators of such jurisdictions;
 - (xiii) the TSXV has conditionally accepted the listing of the Offered Securities, subject to compliance with its conditions outlined in such conditional acceptance;
 - (xiv) Computershare Investor Services Inc. having been duly appointed as the transfer agent and registrar for the Common Shares;
 - (xv) the Warrant Agent having been duly appointed as the warrant agent for the Warrants; and
 - (xvi) such other matters as may reasonably be requested by the Agents no less than 48 hours prior to the Closing Time;
- (b) the Agents shall have a received legal opinion addressed to the Agents and the Subscribers, in form and substance satisfactory to the Agents, acting reasonably, in

respect of Revival Idaho dated as of the Closing Date from the Corporation's Counsel or local counsel, as applicable, with respect to the following matters, and all such opinions may be subject to customary assumptions, reliance's and qualifications:

- (i) the formation, existence and good standing of Revival Idaho under the laws of its respective jurisdiction of incorporation;
 - (ii) the authorized capital of Revival Idaho and the ownership thereof; and
 - (iii) that Revival Idaho has all necessary corporate power under the laws of its jurisdiction of incorporation to carry on its business as presently carried on and own and lease its properties and assets and to conduct its business;
- (c) a favourable legal opinion dated the Closing Date, in form and substance satisfactory to the Agents, acting reasonably, with respect to title and ownership interests of the Corporation and Revival Idaho in the Properties;
- (d) in the event of the sale of Offered Securities to, or for the account or benefit of, a person in the United States or a U.S. Person pursuant to this Agreement, the Agents shall have received an opinion from Troutman Pepper Hamilton Sanders LLP, the Corporation's special U.S. counsel, in form and substance reasonably satisfactory to the Agents and their counsel and addressed to the Agents, to the effect that no registration is required under the U.S. Securities Act, in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons;
- (e) a certificate of the Corporation dated the Closing Date, addressed to the Agents and signed on the Corporation's behalf by its Chief Executive Officer or such other officer or director of the Corporation satisfactory to the Agents, acting reasonably, with respect to the constating documents of the Corporation, all resolutions of the board of directors of the Corporation relating to this Agreement and the incumbency and specimen signatures of signing officers of the Corporation and such other matters as the Agents may reasonably request;
- (f) a certificate of the Corporation dated the Closing Date, addressed to the Agents and signed on the Corporation's behalf by its Chief Executive Officer or such other officer or director of the Corporation satisfactory to the Agents, acting reasonably, certifying that:
 - (i) the Corporation has complied with and satisfied all terms and conditions and covenants of this Agreement on its part to be complied with or satisfied at or prior to the Closing Time;
 - (ii) the representations and warranties of the Corporation contained in this Agreement, and in any certificates of the Corporation delivered pursuant to or in connection with this Agreement, are true and correct at the Closing

Time with the same force and effect as if made at and as of the Closing Time after giving effect to the transactions contemplated by this Agreement; and

- (iii) no order, ruling or determination having the effect of suspending the sale or cease trading of the Common Shares or any other securities of the Corporation has been issued by any regulatory authority and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officer of the Corporation, contemplated or threatened under any Applicable Securities Laws or by any other regulatory authority;
- (g) certificate of status and/or compliance, where issuable under Applicable Laws, for the Corporation and Revival Idaho, each dated within one Business Day prior to the Closing Date, or otherwise agreed to by the Corporation and the Agents;
- (h) a certificate from Computershare Investor Services Inc. as to the number of Common Shares issued and outstanding as at the end of the Business Day prior to the Closing Date;
- (i) the Agents receiving the executed Lock-up Agreements;
- (j) the Agents receiving the executed Warrant Indenture;
- (k) the Agents not having exercised any rights of termination set forth in Section 9;
- (l) satisfactory evidence that all requisite approvals have been obtained by the Corporation in order to complete the Offering, including the conditional approval of the listing and posting for trading of the Offered Shares on the TSXV, subject only to satisfaction by the Corporation of standard final listing conditions; and
- (m) such further certificates, opinions of counsel and other documentation from the Corporation contemplated herein, provided, however, that the Agents or Agents' Counsel shall request any such certificate or document within a reasonable period prior to the Closing Time that is sufficient for the Corporation to obtain and deliver such certificate, opinion or document.

The foregoing conditions contained in this Section 6 are for the sole benefit of the Agents and may be waived in whole or in part by the Agents at any time and without limitation. If any of the foregoing conditions have not been met at the Closing Time, the Agents may terminate their obligations under this Agreement without prejudice to any other remedies they may have and the Agents shall have the right on behalf of the Subscribers to withdraw all subscriptions not previously withdrawn by Subscribers.

7. Deliveries and Compensation

The sale of the Offered Securities shall be completed by electronic exchange at the Closing Time, or at such other place as the Corporation and the Agents may agree. At the Closing Time, the Corporation shall deliver to the Agents:

- (a) the opinions, certificates and agreements referred to in Section 6 and all other documents required to be provided by the Corporation to the Agents pursuant to this Agreement;
- (b) confirmation on a non-certificated basis, in accordance with the “non-certificated inventory” rules of CDS, of the Offered Securities purchased by the Subscribers from the Corporation registered in the name of “CDS & Co.” or in such other name or names as the Agents may direct the Corporation in writing not less than 48 hours prior to the Closing Time; provided that, alternatively, if requested by the Agents at the Closing Time, the Corporation shall duly and validly deliver in certificated form to the Agents, or in any manner directed by the Agents in writing, the Offered Securities purchased from the Corporation, registered in the name of “CDS & Co.” or such other name or names as the Agents may direct the Corporation in writing not less than 48 hours prior to the Closing Time;
- (c) the Corporation’s receipt for payment by the Agents of an amount equal to the aggregate purchase price for the Offered Securities sold to Subscribers pursuant to the Offering, less an amount equal to the sum of the Agents’ Fee, the Corporate Finance Fee and the costs and expenses of the Agents provided for in Section 8;
- (d) the Compensation Option Certificates; and
- (e) such further documentation as may be contemplated by this Agreement or as Agents’ Counsel or the applicable regulatory authorities may reasonably require;

against:

- (f) a wire transfer of immediately available funds in an amount equal to the aggregate purchase price for the Offered Securities sold to Subscribers pursuant to the Offering, less an amount equal to the Agents’ Fee, the Corporate Finance Fee and the costs and expenses of the Agents provided for in Section 8;
- (g) the Agents’ receipt for the Offered Securities, the Agents’ Fee, the Corporate Finance Fee, the Compensation Option Certificates and the Agents’ costs and expenses; and
- (h) such further documentation as may be contemplated by this Agreement or as the Corporation may reasonably require, including the relevant information of the Subscribers (including Subscribers under the President’s List) and the Agents as necessary to complete and file the Form 45-106F1 with the applicable Securities Commissions in Canada.

8. Expenses

The Corporation will pay all of its own expenses and fees in connection with the Offering, including, without limitation: (i) all expenses of or incidental to the creation, issue, sale or distribution of the Offered Securities; (ii) the fees and expense of the Corporation's Counsel; and (iii) all costs incurred in connection with the preparation of documentation relating to the Offering. In addition, the Corporation will reimburse the Agents for their reasonable and documented out-of-pocket expenses in connection with the Offering, including, but not limited to, the fees and disbursements of the Agents' Counsel, which fees shall not exceed the maximum set out in the Engagement Letter, exclusive of disbursements and applicable taxes, without the Corporation's prior written consent. All fees and expenses incurred by the Agents or on their behalf shall be payable by the Corporation immediately upon receiving an invoice therefor from the Agents and shall be payable whether or not the Offering is completed. Such fees and expenses may at the option of the Agents be netted out of the gross proceeds of the sale of the Offered Securities otherwise payable by the Agents to the Corporation on the Closing Date.

All or part of the amounts payable under this paragraph may be subject to applicable federal and/or provincial sales taxes and shall be payable by the Corporation to the Agents immediately upon invoice therefor. Where tax is applicable, an additional amount equal to the amount of tax owing will be charged to and paid by the Corporation.

9. Rights of Termination

- (a) Each Agent shall be entitled to terminate its obligations under this Agreement by written notice to that effect given to the Corporation at or prior to the Closing Time if:
 - (i) any inquiry, action, suit, investigation or other proceeding (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers, directors or principal shareholders of the Corporation (other than an inquiry, investigation, proceeding or other based upon the activities or alleged activities of the Agents) where wrongdoing is alleged or any order is issued under or pursuant to any Applicable Law or any state or any other governmental department, commission, board, bureau, agency or instrumentality, including without limitation, the TSXV or any securities regulatory authority in relation to the Corporation or any of its securities, which, in the opinion of the Agents (or any one of them), acting reasonably, has an adverse effect on the market price or value of the Offered Shares or operates to prevent or restrict the distribution or trading of the Offered Shares or the distribution of the Warrants;
 - (ii) there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence or catastrophe, any further escalation of the COVID-19 pandemic after the date hereof, war or act of terrorism of national or international consequence or any new or change in any law or regulation which, in the opinion of the Agents (or any one of them) materially adversely affects, or will materially adversely

affect, the financial markets or the business, operations or affairs of the Corporation and its Subsidiaries, taken as a whole or the market price or value of the securities of the Corporation (including the Offered Securities);

- (iii) the state of financial markets in Canada, or elsewhere where it is planned to market the Offered Securities is such that, in the reasonable opinion of the Agents (or any one of them), the Offered Securities cannot be marketed profitably;
 - (iv) there shall have occurred any material change or change in a material fact or the Agents shall discover any previously undisclosed material fact which in the opinion of the Agents (or any one of them) would be expected to have a Material Adverse Effect on the market price or value of the securities of the Corporation (including the Offered Securities);
 - (v) the Agents, or any of them, determine that the Corporation is in breach of a term, condition or covenant of this Agreement;
 - (vi) an order shall have been made or threatened to cease or suspend trading in the Common Shares or any other securities of the Corporation, or to otherwise prohibit or restrict in any manner the distribution or trading of the Offered Securities or any other securities of the Corporation, or proceedings are announced or commenced for the making of any such order by any Securities Commission or Governmental Entity, which order has not been rescinded, revoked or withdrawn;
 - (vii) the Agents are not satisfied, in their sole discretion, acting reasonably, with the completion of their due diligence investigations; or
 - (viii) the Agents and the Corporation agree to terminate this Agreement.
- (b) The Corporation agrees that all terms and conditions in Section 5 shall be construed as conditions and complied with so far as they relate to acts to be performed or caused to be performed by it, that it will use its best efforts to cause such conditions to be complied with, and that any breach or failure by the Corporation to comply with any such conditions shall entitle one or more of the Agents to terminate their obligations under this Agreement to arrange for the purchase and sale of the Offered Securities by notice to that effect given to the Corporation at any time at or prior to the Closing Time, unless otherwise expressly provided in this Agreement. The Agents may waive, in whole or in part, or extend the time for compliance with, any terms and conditions without prejudice to its rights in respect of any other terms and conditions or any other or subsequent breach or non-compliance, provided that any such waiver or extension shall be binding upon the Agents only if such waiver or extension is in writing and signed by the Agents.
- (c) **Exercise of Termination Rights**

The rights of termination contained in Sections 9(a) and (b) may be exercised by any one of the Agents and are in addition to any other rights or remedies the Agents may have in respect of any default, act or failure to act or non-compliance by the Corporation in respect of any of the matters contemplated by this Agreement or otherwise. In the event of any such termination, there shall be no further liability on the part of the applicable Agent to the Corporation or on the part of the Corporation to such Agent, except in respect of any liability which may have arisen prior to or arise after such termination under Sections 8, 10 and 11.

10. Indemnity

(a) Rights of Indemnity

The Corporation agrees to indemnify and save harmless the Agents and their subsidiaries, affiliates, directors, officers, employees, partners, advisors, shareholders/unitholders and agents from and against all expenses, losses (other than loss of profits), fees, claims, actions (including shareholder actions, derivative actions or otherwise), damages, obligations, or liabilities, whether joint or several (including, without limiting the generality of the foregoing, any legal fees or other expenses reasonably incurred by such persons in connection with defending or investigating any of the above, which legal fees and other expenses the Corporation shall reimburse such persons for forthwith upon demand), but excluding any loss of profits, in any way caused by, or arising directly or indirectly from, this Agreement, the Offering, or in consequence of:

- (i) the performance of professional services rendered to the Corporation by the indemnified parties or otherwise in connection with the matters referred to in this Agreement;
- (ii) any information or statement contained in the Offering Document, this Agreement or the Public Record, which is or is alleged to be untrue or any omission or alleged omission to provide any information or state any fact the omission of which makes or is alleged to make any such information or statement untrue or misleading in light of the circumstances in which it was made;
- (iii) any misrepresentation or alleged misrepresentation contained in the Offering Document, this Agreement or the Public Record;
- (iv) any prohibition or restriction of trading in the securities of the Corporation or any prohibition or restriction affecting the distribution of the Offered Securities imposed by any competent authority if such prohibition or restriction is based on any misrepresentation or alleged misrepresentation of a kind referred to in Section 10(a)(iii);
- (v) any order made or any inquiry, investigation (whether formal or informal) or other proceeding commenced or threatened by any one or more

competent authorities (not based upon the activities or the alleged activities of the Agents or their Selling Group, if any) relating to or materially affecting the Corporation, its Subsidiaries or the trading or distribution of the Offered Securities; or

- (vi) any breach of, default under or non-compliance by the Corporation with any representation, warranty, term or condition of this Agreement or any requirement of Applicable Securities Laws.

(b) Notification of Claims

If any matter or thing contemplated by Section 10(a) (any such matter or thing being referred to as a “**Claim**”) is asserted against any person or company in respect of which indemnification is or might reasonably be considered to be provided, such person or company (the “**Indemnified Party**”) will notify the Corporation as soon as possible of the nature of such Claim (but the omission so to notify the Corporation of any potential Claim shall not relieve the Corporation from any liability which it may have to any Indemnified Party and any omission so to notify the Corporation of any actual Claim shall affect the Corporation’s liability only to the extent that the Corporation is materially prejudiced by that failure). The Corporation shall assume the defence of any suit brought to enforce such Claim and the payment of all expenses thereof, provided, however, that:

- (i) the defence shall be conducted through legal counsel acceptable to the Indemnified Party, acting reasonably; and
- (ii) no settlement of any such Claim or admission of liability may be made by the Corporation without the prior written consent of the Indemnified Party, acting reasonably, unless such settlement includes an unconditional release of the Indemnified Party from all liability arising out of such action or claim and does not include a statement as to or an admission of fault, culpability or failure to act, by or on behalf of any Indemnified Party.

(c) Right of Indemnity in Favour of Others

With respect to any Indemnified Party who is not a party to the this Agreement, the Agents shall obtain and hold the rights and benefits of this Section 10 in trust for and on behalf of such Indemnified Party.

(d) Retaining Counsel

In any such Claim, the Indemnified Party shall have the right to retain other counsel to act on his, her or its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless:

- (i) the Corporation and the Indemnified Party shall have mutually agreed to the retention of the other counsel;

- (ii) the named parties to any such Claim (including any added third or impleaded party) include both the Indemnified Party and the Corporation and the representation of both parties by the same counsel would be inappropriate due to the actual or potential differing interests between them;
- (iii) the Corporation shall not have retained counsel within seven Business Days following receipt by the Corporation of notice of any such Claim from the Indemnified Party; or
- (iv) there are one or more defences available to the Indemnified Party which are different from or in addition to those available to the Corporation such that that representation of both parties by the same counsel would be inappropriate for any reason, including without limitation because there may be legal defences available to the Indemnified Party which are different from or in addition to those available to the Corporation (in which event and to that extent, the Corporation shall not have the right to assume or direct the defence on the Indemnified Party's behalf) or that there is a conflict of interest between the Corporation and the Indemnified Party or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth herein (in either of which events the Corporation shall not have the right to assume or direct the defence on the Indemnified Party's behalf).

(e) **Indemnity Unavailable**

The indemnity provisions in this Section 10 and the contribution provisions in Section 11 shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that:

- (i) the Agents and/or an Indemnified Party have been grossly negligent or have committed any fraudulent act in the course of such performance; and
- (ii) the expenses, losses, claims, damages or liabilities, as to which indemnification is claimed, were directly caused by the gross negligence or fraud referred to in (i).

11. Contribution

(a) **Rights of Contribution**

In order to provide for a just and equitable contribution in circumstances in which the indemnity provided in Section 10 would otherwise be available in accordance with its terms but is, for any reason, held to be unavailable to or unenforceable by the Agents or enforceable otherwise than in accordance with its terms, the Corporation and the Agents shall contribute to the aggregate of all claims, expenses, costs and liabilities and all losses (other than loss of profits) of a nature contemplated by Section 10 in such proportions so that the Agents shall be

responsible for the portion represented by the percentage that the aggregate Agents' Fee bears to the aggregate offering price of the Offered Securities being sold by the Corporation and the Corporation shall be responsible for the balance, whether or not they have been sued together or sued separately, provided, however, that:

- (i) the Agents shall not in any event be liable to contribute, in the aggregate, any amounts in excess of the aggregate Agents' Fee and the Corporate Finance Fee actually received by the Agents from the Corporation under this Agreement; and
- (ii) no party who has engaged in any fraud or gross negligence shall be entitled to claim contribution from any person who has not engaged in such fraud or gross negligence.

(b) Rights of Contribution in Addition to Other Rights

The rights to contribution provided in this Section 11 shall be in addition to and not in derogation of any other right to contribution which the Agents may have by statute or otherwise at law.

(c) Calculation of Contribution

If the Corporation may be held to be entitled to contribution from the Agents under the provisions of any statute or at law, the Corporation shall be limited to contribution in an amount not exceeding the lesser of:

- (i) the portion of the full amount of the loss or liability giving rise to such contribution for which the Agents are responsible, as determined in Section 11(a); and
- (ii) the amount of the Agents' Fee and the Corporate Finance Fee actually received by the Agents from the Corporation under this Agreement.

(d) Notice

If the Agents have reason to believe that a claim for contribution may arise, they shall give the Corporation notice of such claim in writing, as soon as reasonably possible, but failure to notify the Corporation shall not relieve the Corporation of any obligation which it may have to the Agents under this Section 11.

(e) Right of Contribution in Favour of Others

With respect to this Section 11, the Corporation acknowledges and agrees that the Agents are contracting on their own behalf and as agent for their affiliates, directors, officers, employees and agents.

(f) Remedy Not Exclusive

The remedies provided for in this Section 11 are not exclusive and shall not limit any rights or remedies which may otherwise be available to any party at law or in equity.

12. Survival of Representations and Warranties

The indemnities, agreements, representations, warranties and other statements of the Corporation, as set forth in this Agreement, shall remain in full force and effect, regardless of any investigation (or any statement as to the results of any investigation) made by or on behalf of the Agents and shall survive delivery of and payment for the Offered Securities and the subsequent disposition of the Offered Securities by the Agents or the termination of the Agents' obligations under this Agreement for a period of two years following the Closing Date, other than the representations and warranties in Section 3(jj) in this Agreement relating to any tax matters which shall survive until the 90th day following the date upon which the liability to which any such tax matter may relate is barred by all Applicable Laws. The agreements, representations, warranties and other statements of the Agents as set forth in this Agreement shall remain in full force and effect, regardless of any investigation (or any statement as to the results of any investigation) made by or on behalf of the Agents and shall survive in full force and effect for the benefit of the Corporation for a period of three years following the Closing Date.

13. Severability

If any provision of this Agreement is determined to be void or unenforceable in whole or in part, it shall be deemed not to affect or impair the validity of any other provision of this Agreement and such void or unenforceable provision shall be severable from this Agreement.

14. Time

Time is of the essence in the performance of the parties' respective obligations under this Agreement.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable in the Province of Ontario.

16. Notice

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

If to the Corporation, addressed and sent to:

Revival Gold Inc.
145 King Street West – Suite 2870
Toronto, Ontario M5H 1J8

Attention: Lisa Ross, Chief Financial Officer
Email: lross@revival-gold.com

In case of any notice to the Corporation, with a copy to:

Peterson McVicar LLP
18 King St. E., Suite 902
Toronto, ON M5C 1C4

Attention: Dennis Peterson
Email: dhp@petelaw.com

If to the Agents, addressed and sent to:

Beacon Securities Limited
Toronto Dominion Centre
66 Wellington Street West, Suite 4050
Toronto, ON, M5K 1H1

Attention: Daniel Belchers
Email: dbelchers@beaconsecurities.ca

In case of any notice to the Agents, with a copy to:

Borden Ladner Gervais LLP
22 Adelaide Street West
Toronto, Ontario, M5H 4E3

Attention: Cameron A. MacDonald
Email: cmacdonald@blg.com

or to such other address as any of the parties to this Agreement may designate by giving notice to the others in accordance with this Section 16. Each notice shall be personally delivered to the addressee or sent by email to the addressee. A notice which is personally delivered or delivered by email shall, if delivered prior to 5:00 p.m. (Toronto time) 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.

17. Agents' Obligations

The Agents' obligations under this Agreement shall be several and not joint. The sale of the Offered Securities subject to the Offering shall be on a commercially reasonable "best efforts" private placement basis without underwriter liability and the respective obligations and rights and benefits hereunder shall be as to the percentages set out below.

Beacon Securities Limited

50.0%

Paradigm Capital Inc.	50.0%
Total	100%

18. Counterparts

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile and all such counterparts shall together constitute one and the same agreement.

19. Entire Agreement

This Agreement constitutes the entire agreement between the Agents and the Corporation relating to the subject matter hereof and supersedes all prior agreements between the Agents and the Corporation relating to the Offering, including the provisions of the Engagement Letter.

20. Further Assurances

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

21. Currency

All references herein to dollar amounts are to lawful money of Canada, unless indicated otherwise.

22. Advertisements

The Corporation shall, at the Agents' request, issue a press release announcing the Offering, include a reference to the Agents and their role in any such release or communication, and ensure that any press release concerning the Offering complies with Applicable Law. If the Offering is successfully completed, the Corporation acknowledge and agree that the Agents will be permitted to publish, at their own expense, public announcements or other communications relating to their services in connection with the Offering as they consider appropriate.

23. Assignment

The terms and provisions of this Agreement shall be binding upon and enure to the benefit of the Corporation, the Agents and the Subscribers and their respective executors, heirs, successors and permitted assigns; provided that, this Agreement shall not be assignable by any party without the written consent of the others.

24. Matters Relating to Engagement

In connection with the services described herein, the Agents shall act as independent contractors, and any duties of the Agents arising out of this engagement shall be owed solely to the Corporation. The Corporation acknowledges that each of the Agents is a securities firm that is engaged in

securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Corporation and that the Agents shall have no obligation to disclose such activities and services to the Corporation. The Corporation acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Corporation, on the one hand, and the Agents and any of its affiliates through which it may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents or their respective affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. The Corporation acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Corporation and its affiliates may have against any of the Agents for breach of fiduciary duty or alleged breach of fiduciary duty and agrees that the Agents shall have no liability (whether direct or indirect) to the Corporation or any of its affiliates in respect of such a fiduciary duty claim or to any person asserting a fiduciary duty claim on behalf of or in right of the Corporation, including stockholders, employees or creditors of the Corporation. Information which is held elsewhere within any of the Agents, but of which none of the individuals in the investment banking department or division of the Agents is involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Agents to the Corporation under this Agreement.

25. Use of Advice

The Corporation acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Agents in connection with this Agreement and their engagement hereunder are intended solely for the Corporation's benefit and the Corporation's internal use only with respect to the Offering and the Corporation agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Agents' prior written consent in each specific instance. Any advice or opinions given by the Agents hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Agents, in their sole judgment, deems necessary or prudent in the circumstances. The Agents expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Agents or any unauthorized reference to the Agents or this engagement.

[remainder of page intentionally left blank]

If the foregoing is in accordance with your understanding and is agreed to by you, please signify your acceptance by executing the enclosed copies of this letter where indicated below and returning the same to the Agents, upon which this letter as so accepted shall constitute an Agreement among us.

Yours very truly,

BEACON SECURITIES LIMITED

(Signed) "Daniel Belchers"

Daniel Belchers
Managing Director, Investment Banking

PARADIGM CAPITAL INC.

(Signed) "Andrew Partington"

Andrew Partington
Managing Director, Investment Banking

Accepted and agreed to effective as of the date of this Agreement.

REVIVAL GOLD INC.

By: *(Signed) "Hugh Agro"*

Hugh Agro

President and Chief Executive Officer

SCHEDULE A

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule and related exhibits, the following terms shall have the meanings indicated:

- (a) **“Directed Selling Efforts”** means “directed selling efforts” as that term is defined in Rule 902(c) of Regulation S, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of “directed selling efforts” contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Securities;
- (b) **“Disqualification Event”** means any of the “Bad Actor” disqualifications described in Rule 506(d)(1)(i) to (viii) of Regulation D;
- (c) **“Foreign Issuer”** means “foreign issuer” as that term is defined in Rule 902(e) of Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule A, it means any issuer that is (a) the government of any country, or of any political subdivision of a country, other than the United States; or (b) a corporation or other organization incorporated or organized under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50% of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or majority of directors are United States citizens or residents, (ii) more than 50% of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;
- (d) **“General Solicitation”** and **“General Advertising”** means “general solicitation” and “general advertising”, respectively, as used under Rule 502(c) of Regulation D, including, without limitation, advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or the internet or broadcast over radio, television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;
- (e) **“Offshore Transaction”** means an “offshore transaction” as defined in Rule 902(h) of Regulation S;
- (f) **“Regulation D”** means Regulation D adopted by the SEC under the U.S. Securities Act;
- (g) **“Regulation S”** means Regulation S adopted by the SEC under the U.S. Securities Act;
- (h) **“SEC”** means the United States Securities and Exchange Commission;

- (i) **“Substantial U.S. Market Interest”** means “substantial U.S. market interest” as that term is defined in Rule 902(j) of Regulation S; and
- (j) **“U.S. Exchange Act”** means the United States Securities Exchange Act of 1934, as amended.

All other capitalized terms used but not otherwise defined in this Schedule shall have the meanings assigned to them in the Agreement to which this Schedule is attached.

Representations, Warranties and Covenants of the Corporation

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

1. The Corporation is a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the Common Shares.
2. The Corporation is not, and after giving effect to the Offering contemplated by this Agreement and the application of the proceeds of the Offering contemplated by this Agreement, will not be, an “investment company” as such term is defined under the United States Investment Company Act of 1940, as amended, registered or required to be registered under such Act.
3. The Offered Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. Except with respect to sales of Offered Securities to U.S. Accredited Investors and Qualified Institutional Buyers identified by the Agents and the U.S. Affiliates in accordance with this Schedule A, in reliance upon the exemption from registration under the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions from applicable state securities laws, neither the Corporation nor any of its affiliates, nor any person acting on any of their behalf (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement), has made or will make (A) any offer to sell, or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, a person in the United States or a U.S. Person, or (B) any sale of Offered Securities unless, at the time the buy order was or will have been originated, the Subscriber is (i) outside the United States and not a U.S. Person, or (ii) the Corporation, its affiliates, and any person acting on any of their behalf reasonably believe that the Subscriber is outside the United States and not a U.S. Person.
4. None of the Corporation, any of its affiliates, or any person acting on any of their behalf (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or

agreement), has engaged or will engage in any Directed Selling Efforts, or has taken or will take any action that would cause the exemption provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to be unavailable for offers and sales of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons in accordance with this Agreement, or has taken or will take any action that would cause the exclusion from registration afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Securities outside the United States to non-U.S. Persons in accordance with this Agreement.

5. None of the Corporation, any of its affiliates or any person acting on behalf of any of them (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons by means of any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
6. Neither the Corporation nor any person acting on behalf of the Corporation has, within 30 calendar days prior to the date of this Agreement, sold, offered for sale or solicited any offer to buy any of the Corporation's securities of the same or similar class as any of the securities comprising the Offered Securities, and will not do so during this Offering and for a period of 30 calendar days following the completion of this Offering, in a manner that would be integrated with the offer and sale of the Offered Securities and would cause the exemption from registration set forth in Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.
7. Neither the Corporation nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.
8. None of the Corporation, its affiliates or any person on any of their behalf (other than the Agents, their affiliates (including the U.S. Affiliates), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement) has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the offering of the Offered Securities contemplated by this Agreement.
9. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable blue-sky laws in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons.

10. None of the Corporation or any of its predecessors has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated thereunder.
11. With respect to Offered Securities offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Securities**”), none of the Corporation, any of its predecessors, any “affiliated” (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Corporation participating in the offering of the Regulation D Securities, any beneficial owner of 20% or more of the Corporation’s outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (other than any Dealer Covered Person (as defined below), as to whom no representation is made) (each, an “**Issuer Covered Person**” and, together, “**Issuer Covered Persons**”) is subject to any Disqualification Event. The Corporation has exercised reasonable care to determine: (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Corporation has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D and has furnished to the Agents a copy of any disclosures provided thereunder. The Corporation has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons (as defined below)) for solicitation of Subscribers of the Regulation D Securities.
12. Upon receipt of a written request from a Subscriber in the United States, the Corporation shall make a determination if the Corporation as applicable, is a “passive foreign investment company” (a “**PFIC**”) within the meaning of section 1297(a) of the United States Internal Revenue Code of 1986, as amended (the “**Code**”), during any calendar year following the purchase of the Offered Securities by such Subscriber, and if the Corporation determines that it is a PFIC during such year, the Corporation as applicable, will provide to such Subscriber, upon written request, all information that would be required to permit a United States shareholder to make an election to treat the Corporation as applicable, as a “qualified electing fund” for the purposes of the Code.

Representations, Warranties and Covenants of the Agents

Each of the Agents, severally and not jointly, represents, warrants and covenants to and with the Corporation, as at the date hereof and as at the Closing Date, that:

1. It acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and applicable state securities laws. It has not offered, and it will not offer, any Offered Securities except: (a) in an Offshore Transaction, in accordance with Rule 903 of Regulation S; or (b) to, or for the account or benefit of, persons in the United States or U.S. Persons that are U.S. Accredited Investors or Qualified Institutional Buyers, as applicable, in transactions that are exempt from the registration requirements under the

U.S. Securities Act pursuant to Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and similar exemptions under applicable state securities laws, as provided in paragraphs 2 through 14 below. Accordingly, none of the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf, has made or will make (except as permitted in paragraphs 2 through 14 below) any (i) offer to sell or any solicitation of an offer to buy, any Offered Securities to, or for the account or benefit of, any person in the United States or any U.S. Person, (ii) any sale of Offered Securities to any Subscriber unless, at the time the buy order was or will have been originated, the Subscriber was outside the United States and not a U.S. Person, or such Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf reasonably believed that such Subscriber was outside the United States and not a U.S. Person, or (iii) any Directed Selling Efforts.

2. It has not entered and will not enter into any contractual arrangement with respect to the offer and sale of the Offered Securities, except with its U.S. Affiliate, any Selling Group members or with the prior written consent of the Corporation. It shall require its U.S. Affiliate and each Selling Group member appointed by it to agree, for the benefit of the Corporation, to comply with, and shall use commercially reasonable efforts to ensure that its U.S. Affiliate and such Selling Group member complies with, the provisions of this Schedule applicable to the Agent as if such provisions applied directly to the U.S. Affiliate and such Selling Group member.
3. All offers of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons by it shall be solicited by the Agent through its U.S. Affiliate, which on the dates of each such offer and subsequent sale by the Corporation, was and will be duly registered as a broker-dealer pursuant to Section 15(b) of the U.S. Exchange Act and under all applicable state securities laws (unless exempted from such state's broker-dealer registration requirements) and a member of, and in good standing with, the Financial Industry Regulatory Authority, Inc., in accordance with all applicable United States state and federal securities (including broker-dealer) laws.
4. None of the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf, have solicited or will solicit offers for, or have offered to sell or will offer to sell, any of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
5. Any offer or solicitation of an offer to buy Offered Securities that has been made or will be made to, or for the account or benefit of, a person in the United States or a U.S. Person by it was or will be made only to U.S. Accredited Investors and Qualified Institutional Buyers, as applicable, in compliance with the exemption from registration provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, and in transactions that are exempt from registration under applicable state securities laws.
6. Immediately prior to soliciting any offeree that is, or is acting for the account or benefit of, a person in the United States or a U.S. Person, the Agent, its affiliates (including its U.S.

Affiliate), and any person acting on any of their behalf, had a pre-existing relationship with such Subscriber and will have reasonable grounds to believe and will believe that each such Subscriber is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, and at the time of completion of each sale by the Corporation to, or for the account or benefit of, a person in the United States or a U.S. Person identified by the Agent through its U.S. Affiliate, the Agent, its affiliates (including its U.S. Affiliate), and any person acting on any of their behalf will have reasonable grounds to believe and will believe, that each such Subscriber designated by the Agent or the U.S. Affiliate to purchase Offered Securities from the Corporation is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable,.

7. Prior to completion of any sale of the Offered Securities by the Corporation to, or for the account or benefit of, a person in the United States or a U.S. Person, or to a person that was offered the Offered Securities in the United States (a “**U.S. Purchaser**”) identified by it, it shall cause each such U.S. Purchaser of the Offered Securities to execute a U.S. Accredited Investor Agreement or a U.S. QIB Agreement (including the applicable Schedules and Exhibits), as applicable, in the form agreed by the Corporation and the Agents and attached to the U.S. Private Placement Memorandum.
8. At least one Business Day prior to the Closing Date, the Transfer Agent for the Corporation will be provided with a list of the names and addresses of all U.S. Purchasers of the Offered Securities, including addresses.
9. At Closing, the Agent will either: (i) together with its U.S. Affiliate, provide to the Corporation a certificate in the form attached hereto as Exhibit I relating to the manner of the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons; or (ii) be deemed to have represented and warranted to the Corporation, as of the Closing, that it did not and will not offer or sell any of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons.
10. The Agent will inform, and cause its U.S. Affiliate to inform, each U.S. Purchaser that: (i) the Offered Securities have not been and will not be registered under the U.S. Securities Act or under any state securities laws; (ii) the Offered Securities are being offered and sold to it without registration under the U.S. Securities Act in reliance on Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act and in reliance upon similar exemptions from applicable state securities laws; (iii) the Offered Securities will be “restricted securities” within the meaning of Rule 144 under the U.S. Securities Act, and can only be offered, sold, pledged or otherwise transferred pursuant to an exemption or exclusion from the registration requirements of the U.S. Securities Act and applicable state securities laws and in compliance with the restrictions set forth in the U.S. Private Placement Memorandum.
11. None of the Agent, its affiliates (including its U.S. Affiliate), or any person acting on any of their behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the Offering of Offered Securities contemplated hereby.

12. As of the Closing Date, with respect to Regulation D Securities, each Agent effecting such offer or sale of Regulation D Securities represents that none of (i) the Agent or its U.S. Affiliate, (ii) the Agent's or its U.S. Affiliate's general partners or managing members, (iii) any of the Agent's or its U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Agent's or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Regulation D Securities or (v) any other person associated with any of the above persons that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with sale of Regulation D Securities (each, a **"Dealer Covered Person"** and, collectively, the **"Dealer Covered Persons"**), is subject to a Disqualification Event, except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof. Neither it nor its affiliates (including its U.S. Affiliate) has paid or will pay, nor is it aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of Subscribers of the Regulation D Securities.
13. As of the Closing Date, the Agent represents that it is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with the sale of any Regulation D Securities.
14. The Agent acknowledges that the Compensation Options and the Compensation Option Shares issuable upon exercise of the Compensation Options (together, the **"Compensation Securities"**) have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Compensation Securities, the Agent represents, warrants, and covenants that it is acquiring or will acquire the Compensation Securities as principal for its own account and not for the benefit of any other person. The Agent represents, warrants, and covenants that (i) it is not in the United States or a U.S. Person and is not acquiring and will not acquire the Compensation Securities on behalf of a U.S. Person or a person located in the United States; and (ii) this Agreement was executed and delivered outside the United States. The Agent acknowledges and agrees that the Compensation Options may not be exercised in the United States or by or on behalf or for the benefit of a U.S. Person or a person in the United States, unless such exercise is not subject to, or is exempt from, registration under the U.S. Securities Act and applicable U.S. state securities laws. The Agent agrees that it will not engage in any Directed Selling Efforts with respect to any Compensation Securities, and will not offer or sell any Compensation Securities in the United States except in compliance with an exemption from the registration requirements of the U.S. Securities Act and all applicable U.S. state securities laws.

**EXHIBIT I TO SCHEDULE A
(TERMS AND CONDITIONS OF U.S. SALES)**

AGENT'S CERTIFICATE

In connection with the offer and sale of Units, comprised of Offered Securities (collectively, the “**Offered Securities**”), of Revival Gold Inc. (the “**Corporation**”) to, or for the account or benefit of, persons in the United States and U.S. Persons that are U.S. Accredited Investors and/or Qualified Institutional Buyers pursuant to an agency agreement (the “**Agency Agreement**”) effective as of May 16, 2023 between the Corporation and the agents named in the Agency Agreement, [●] (the “**Agent**”) and [●] (the “**U.S. Affiliate**”), the U.S. registered broker-dealer affiliate of the Agent, hereby certify as follows:

- (i) on the date of this certificate and on the date of each offer, solicitation of an offer and sale of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons, the U.S. Affiliate is and was: (A) a duly registered broker-dealer pursuant to section 15(b) of the U.S. Exchange Act and under the laws of each state where offers and sales of Offered Securities were made (unless exempted from the respective state’s broker-dealer registration requirements), and (B) a member of and in good standing with the Financial Industry Regulatory Authority, Inc.;
- (ii) all offers of Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons for sale by the Corporation have been and will be effected and arranged by the U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements;
- (iii) immediately prior to offering or soliciting offers for the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons, we had reasonable grounds to believe and did believe that each offeree was a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable, and, on the date of this certificate, we continue to believe that each such person purchasing Offered Securities from the Corporation is a U.S. Accredited Investor or a Qualified Institutional Buyer, as applicable;
- (iv) neither we nor our representatives have (i) utilized any form of General Solicitation or General Advertising in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, persons in the United States or U.S. Persons or (ii) offered to sell any of the Offered Securities in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;
- (v) in connection with each sale by the Corporation of Offered Securities to, or for the account or benefit of, a person in the United States or a U.S. Person, we caused each U.S. Purchaser to execute and deliver to the Corporation a U.S. Accredited Investor Agreement or a U.S. QIB Agreement (including the applicable Schedules and Exhibits), as applicable, in the form agreed by the Corporation and the Agents and attached to the U.S. Private Placement Memorandum;
- (vi) all U.S. Purchasers have been informed that the Offered Securities have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such U.S. Purchasers

without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D and/or Section 4(a)(2) of the U.S. Securities Act, and similar exemptions under applicable state securities laws;

- (vii) neither we, nor any of our affiliates, nor any person acting on our or their behalf have taken or will take, directly or indirectly, any action in relation of Regulation M in connection with the offer and sale of the Offered Securities to, or for the account or benefit of, a person in the United States or a U.S. Person;
- (viii) none of (i) the undersigned, (ii) the undersigned's general partners or managing members, (iii) any of the undersigned's directors, executive officers or other officers participating in the offering of the Offered Securities, (iv) any of the undersigned's general partners' or managing members' directors, executive officers or other officers participating in the offering of the Offered Securities or (v) any Dealer Covered Person is subject to any Disqualification Event, except for a Disqualification Event contemplated by Rule 506(d)(2) of the U.S. Securities Act and a description of which has been furnished in writing to the Corporation prior to the date hereof; and (vi) the undersigned is not aware of any person (other than any Dealer Covered Person) that has been or will be paid (directly or indirectly) remuneration for solicitation of Subscribers in connection with the sale of the Offered Securities;
- (ix) the offering of the Offered Securities to, or for the account or benefit of, persons in the United States and U.S. Persons has been conducted by us in accordance with the Underwriting Agreement, including Schedule A thereto.

Capitalized terms used in this certificate have the meanings given to them in the Underwriting Agreement (including Schedule A attached thereto) unless otherwise defined herein.

Dated this ___ day of _____, 2023.

[INSERT NAME OF AGENT]

[INSERT NAME OF U.S. AFFILIATE]

By: _____

Name:

Title:

By: _____

Name:

Title:

SCHEDULE “B”

DETAILS OF OUTSTANDING CONVERTIBLE SECURITIES AND RIGHTS TO ACQUIRE SECURITIES

This is Schedule “B” to the Agency Agreement dated May 16, 2023, between Revival Gold Inc., Beacon Securities Limited and Paradigm Capital Inc.

Stock Options Outstanding as at May 16, 2023

The Corporation has 6,175,000 options to acquire Common Shares outstanding, each exercisable for one Common Share, as follows:

Number of Options	Number Vested	Exercise Price	Issuance Date	Expiry Date
1,200,000	1,200,000	\$0.75	November 14, 2018	November 14, 2023
1,100,000	1,100,000	\$0.72	December 18, 2019	December 18, 2024
1,225,000	1,225,000	\$1.00	November 24, 2020	November 24, 2025
200,000	200,000	\$0.75	March 8, 2021	March 26, 2026
850,000	566,666	\$0.70	November 23, 2021	November 23, 2026
200,000	133,333	\$0.70	December 7, 2021	December 7, 2026
125,000	83,333	\$0.70	February 1, 2022	February 1, 2027
1,275,000	425,000	\$0.70	November 22, 2022	November 22, 2027
6,175,000	4,933,332			

Warrants Outstanding as at May 16, 2023

The Corporation has 10,373,521 warrants to acquire Common Shares outstanding, each exercisable for one Common Share, as follows:

Number of Warrants	Exercise Price	Issuance Date	Expiry Date
7,750,000	\$0.90	January 26, 2022	January 26, 2024
76,241	\$0.65	January 26, 2022	January 26, 2024
2,500,000	\$0.80	December 29, 2022	December 29, 2024
47,280	\$0.60	December 29, 2024	December 29, 2024
10,373,521			