

ASSET PURCHASE AGREEMENT

MOSS LAKE GOLD MINES LTD.

- and -

WESDOME GOLD MINES LTD.

- and -

GOLDSHORE RESOURCES INC.

January 25, 2021

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ASSET PURCHASE AGREEMENT

THIS AGREEMENT (this “**Agreement**”) is dated as of the 25th day of January, 2021.

AMONG:

MOSS LAKE GOLD MINES LTD., a company existing under the laws of the Province of Ontario, and having an office located at Suite 1200, 220 Bay Street, Toronto, Ontario M5J 2W4

(the “**Vendor**”)

AND:

WESDOME GOLD MINES LTD., a company existing under the laws of the Province of Ontario, and having an office located at Suite 1200, 220 Bay Street, Toronto, Ontario M5J 2W4

(the “**Vendor Parent**”)

AND:

GOLDSHORE RESOURCES INC., a company existing under the laws of the Province of British Columbia and having an office located at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8

(the “**Purchaser**” and together with the Vendor and the Vendor Parent, the “**Parties**”, and each a “**Party**”)

WHEREAS the Vendor owns the Purchased Assets (as defined herein);

AND WHEREAS the Vendor is a wholly owned subsidiary of the Vendor Parent;

AND WHEREAS the Vendor has agreed, and the Vendor Parent has agreed to cause the Vendor to, sell to the Purchaser, and the Purchaser has agreed to purchase from the Vendor, the Purchased Assets, pursuant to the terms and conditions of this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, agreements and premises herein contained, and other good and valuable consideration (the receipt and sufficiency whereof being hereby acknowledged by each party), the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

1.1 Definitions. In this Agreement and in the Schedules and the recitals hereto, unless the context otherwise requires, the following expressions shall have the following meanings:

“**2013 Technical Report**” means the report dated May 31, 2013 entitled “*Technical Report and Preliminary Economic Assessment for the Moss Lake Project*”.

“Aboriginal Peoples” means any aboriginal peoples of Canada, including Indian (First Nation), Inuit and Métis peoples of Canada and includes any group of Aboriginals, including Tribal or Métis Councils and Inuit Organizations.

“Agreement”, “this Agreement”, “hereto” and “herein” means this Agreement and all Schedules attached hereto, as may be amended from time to time.

“Alternative Transaction” has the meaning attributed to it in section 5.3(a).

“Amalgamation Agreement” means the amalgamation agreement dated as of the date hereof between the Purchaser and ShellCo in connection with the Going Public Transaction.

“Anti-Corruption Laws” means, collectively, with respect to any Person, anti-corruption or anti-bribery laws of all jurisdictions applicable to such Person, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority to which such Person is subject, including the *Corruption of Foreign Public Officials Act* (Canada) and the *United States Foreign Corrupt Practices Act of 1977*.

“AOI” has the meaning attributed to it in section 4.1(y).

“Applicable Law” means any applicable Canadian or foreign federal, provincial, state or local statute, regulation, rule, by-law, ordinance, order, policy or consent, including the common law, as well as any other enactment, treaty, official directive or guideline issued by a Governmental Authority, and the terms and conditions of any permit, licence or similar document or approval issued by a Governmental Authority, and shall also include any order, judgment, decree, injunction, ruling, award or declaration, or other decision of whatsoever nature of a court, administrative or quasi-judicial tribunal, an arbitrator or arbitration panel or a Governmental Authority of competent jurisdiction that is not subject to appeal or that has not been appealed within the requisite time therefor, and for greater certainty, includes, without limitation, Anti-Corruption Laws, Environmental Laws and Securities Laws.

“Asset Contract” means any Contract to which the Vendor or the Vendor Parent is bound or in respect of which the Vendor or the Vendor Parent may have liability and that relates to the Purchased Assets.

“Assumed Liabilities” has the meaning attributed to it in section 3.1.

“Cash Consideration” has the meaning attributed to in section 2.2(a).

“Change of Control” means the happening, in a single transaction or in a series of related transactions, of any of the following events:

- (a) any transaction (other than a transaction described in clause (b) below) pursuant to which any person or group of persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Resulting Issuer representing 60% or more of the aggregate voting power of all of the Resulting Issuer’s then issued and outstanding securities entitled to vote in the election of directors of the Resulting Issuer;
- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Resulting Issuer and,

immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Resulting Issuer immediately prior thereto do not beneficially own, directly or indirectly, either (a) outstanding voting securities representing 40% or more of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction, or (b) 40% or more of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Resulting Issuer immediately prior to such transaction;

- (c) the sale, lease, exchange, license or other disposition of all or substantially all of the Resulting Issuer's assets to a person other than a person that was an affiliate of the Resulting Issuer at the time of such sale, lease, exchange, license or other disposition, other than a sale, lease, exchange, license or other disposition to an entity, forty percent (40%) or more of the combined voting power of the voting securities of which are beneficially owned by shareholders of the Resulting Issuer in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Resulting Issuer immediately prior to such sale, lease, exchange, license or other disposition; or
- (d) the passing of a resolution by the board of directors or shareholders of the Resulting Issuer to substantially liquidate the assets of the Resulting Issuer or wind up the Resulting Issuer's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide reorganization of the Resulting Issuer in circumstances where the business of the Resulting Issuer is continued and the shareholdings remain substantially the same following the re-arrangement).

"Closing" means the completion of the purchase and sale transactions contemplated in this Agreement.

"Closing Date" means the date on which the Closing occurs.

"Confidential Information" has the meaning attributed to it in section 5.6.

"Consideration Shares" has the meaning attributed to it in section 2.2(b).

"Contracts" means contracts, licences, leases, agreements, obligations, promises, undertakings, understandings, arrangements, documents, commitments, entitlements or engagements to which a Party is a party or by which any of them are bound or under which a Party has, or will have, any liability or contingent liability (in each case, whether written or oral, express or implied).

"Damages" means any loss, liability, damage or out-of-pocket expenses (including reasonable legal fees and expenses) whether resulting from an action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Authority, or a cause, matter, thing, act, omission or state of facts not involving a third party.

“Development Decision” means a decision whether or not publicly disclosed by the board of directors of the Resulting Issuer to approve the development of a commercial mining operation for Minerals on the Property.

“Direct Claim” means any cause, matter, thing, act, omission or state of facts not involving a Third Party Claim which entitles an Indemnified Party to make a claim for indemnification under this Agreement.

“Documents of Conveyance” has the meaning attributed to it in section 9.2(h).

“Encumbrances” means any pledge, mortgage, charge, hypothec, security interest, assignment, lien (statutory or otherwise), easement, title retention agreement or arrangement, conditional sale, deemed or statutory trust, restrictive covenant or other encumbrance of any nature which, in substance, secures payment or performance of an obligation or which results in the creation of a third party interest, such as, without limitation, a re-purchaser right, a right of first refusal, an option, a royalty, or the nullification of an existing right, in part or in whole, previously granted by such third party, all in relation to the Purchased Assets or the Property.

“Environment” means the environment and natural environment as defined in any Environmental Laws and includes indoor air and any living things.

“Environmental Laws” means Applicable Laws relating to the Environment and public health or safety, and includes Applicable Laws relating to any sewer system and to the storage, generation, use, handling, manufacture, processing, labelling, advertising, sale, display, transportation, treatment, reuse, recycling, Release and disposal of Hazardous Substances.

“Escrow Arrangements” has the meaning attributed to it in section 2.5(a).

“Exchange” means the Canadian Securities Exchange, the TSX Venture Exchange, the TSX, or such other stock exchange where the Resulting Issuer Shares are listed from time to time.

“Exchange Approval” means the Exchange’s conditional approval of the transactions contemplated in this Agreement, including the approval of the issuance of the Consideration Shares, the Milestone Shares and the Going Public Transaction.

“Excluded Assets” means the assets listed in Schedule A.

“Excluded Liabilities” has the meaning attributed to it in section 3.2.

“Existing Royalties” means those royalties listed in Schedule B.

“feasibility study” has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council on May 10, 2014, as may be further amended from time to time and which for greater certainty includes any internal study regardless of whether it is published or publicly disclosed, provided that such internal study is substantively prepared in accordance with the requirements of a feasibility study.

“Filing Statement” means the filing statement to be prepared by the Purchaser in accordance with Policy 5.2 and TSXV Form 3D2 (or other applicable disclosure document), as required to obtain the Exchange Approval.

“Final Exchange Bulletin” means the bulletin issued by the Exchange following closing of the Going Public Transaction.

“Financing” means one or more private placements of the Purchaser, pursuant to which the Purchaser intends to issue a minimum of 30,000,000 subscription receipts at a price of \$0.65 per subscription receipt (each subscription receipt will automatically convert into one Purchaser Share immediately prior to completion of the Going Public Transaction) for gross proceeds to the Purchaser of not less than a minimum of \$19,500,000.

“Going Public Transaction” means the acquisition of the Purchaser by ShellCo pursuant to the Amalgamation Agreement, such that the resulting effect is that holders of the common share capital of Purchaser receive shares in the capital of ShellCo.

“Goldshore Private Placements” means the private placement financings of the Purchaser pursuant to which the Purchaser issued: (i) 6,850,000 Purchaser Shares at a price per Purchaser Share of \$0.05; (ii) issued 5,150,000 Subscription Receipts at a price per Subscription Receipt of \$0.05; (iii) 7,700,000 Subscription Receipts at a price per Subscription Receipt of \$0.10; (iv) 7,000,000 Subscription Receipts at a price per Subscription Receipt of \$0.20; and (v) 3,422,380 Subscription Receipts at a price per Subscription Receipt of \$0.36, and for greater certainty does not include the Financing.

“Governmental Authority” means (a) any court, judicial body or arbitral body, (b) any domestic or foreign government whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental tribunal or governmental commission of any kind whatsoever, (c) any subdivision of any of the foregoing, (d) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above, (e) any supranational or regional body such as the World Trade Organization, and (f) any stock exchange (including, without limitation, the TSX and the Exchange).

“Hazardous Substances” means pollutants, contaminants, wastes of any nature, hazardous substances, hazardous materials, toxic substances, prohibited substances, dangerous substances or dangerous goods as defined, judicially interpreted or identified in any Environmental Laws including asbestos, asbestos-containing materials, polychlorinated biphenyls (PCBs) and mold.

“Indemnified Party” means a Person with indemnification rights or benefits under section 6.2 or section 6.3, or otherwise under this Agreement.

“Indemnifying Party” means a Party against which a claim may be made for indemnification under this Agreement, including pursuant to Article 6.

“Investor Rights Agreement” means the form of investor rights agreement attached as Schedule C.

“Legal Proceeding” means any action, suit, claim, litigation, grievance, application, arbitration, inquiry, investigation, hearing or other civil, criminal, regulatory, or administrative proceeding or other similar proceeding, at law or in equity, before or by any court, agency, commission, tribunal, panel or other judicial, Governmental Authority or administrative body or authority and includes any appeal or review thereof and any application or leave for appeal or review.

“Liabilities” means all costs, expenses (including wages, vacation pay and overtime pay), charges, debts, liabilities, claims, losses, damages, adverse claims, fines, penalties, demands and obligations, assessments or reassessments of any kind or nature (including any deferred or future liability for Taxes), whether primary or secondary, direct or indirect, known or unknown, asserted or unasserted, fixed, contingent or absolute, accrued or unaccrued, matured or unmatured, determined or determinable, liquidated or unliquidated, or due or to become due, and whether in contract, tort, strict liability or otherwise, voluntarily incurred or otherwise, whenever asserted, and including all costs and expenses relating thereto including all fees, disbursements and expenses of legal counsel, experts, engineers and consultants and costs of investigation.

“Licenses” has the meaning attributed to it in section 4.1(q);

“LOI” means the letter of intent entered into between Purchaser and the Vendor Parent dated November 17, 2020.

“Material Adverse Effect” means any change, event, occurrence, effect, state of facts or circumstance that, individually or in the aggregate with other such changes, events, occurrences, effects, states of facts or circumstances is or would reasonably be expected to be material and adverse to the business, operations, results of operations, assets, properties, capitalization, condition (financial or otherwise) or liabilities (contingent or otherwise) of any Party, except any such change, event, occurrence, effect, or circumstance resulting from or arising in connection with: (a) any change affecting the global gold mining industry as a whole; (b) any change in general global economic, business, regulatory, political or market conditions; (c) any change in international financial reporting standards or Applicable Laws; (d) any changes in currency or exchange rates; (e) any commencement or continuation of war, armed hostilities or acts of terrorism; (f) any earthquake, flood or other natural disaster or outbreaks of illness (including, but not limited to, COVID-19) or other acts of God; (g) any change attributable to the announcement or implementation of the transactions contemplated hereby; provided, however, that with respect to clauses (a) through to and including (f), such matter does not have a materially disproportionate effect on a Party, relative to other comparable companies and entities operating in the industry in which such Party operates; and, unless expressly provided in any particular section of this Agreement, references in certain sections of this Agreement to dollar amounts are not intended to be, and shall not be deemed to be, illustrative or interpretive for purposes of determining whether a “Material Adverse Effect” has occurred.

“material fact” shall have the meaning ascribed to it in the *Securities Act* (British Columbia).

“misrepresentation” shall have the meaning ascribed to it in the *Securities Act* (British Columbia).

“Milestone Shares” has the meaning attributed to it in section 2.3.

“Mineral Rights” means claims (including unpatented mining claims), mining exploration licenses, exploration licenses, mining leases, mining concessions, exploration licenses for surface mineral substances, leases to mine surface mineral substances, applications for mining concessions or rights to apply for mining concessions, fee simple rights to Minerals (including surface rights and mining rights), letters patent, licenses of occupation, and other forms of mineral tenure or other rights to Minerals, or to work upon lands for the purpose of searching for, developing or extracting Minerals under any forms of mineral title or right recognized under the laws applicable in Ontario, or any subdivision thereof, whether contractual, statutory or otherwise, or any interest therein, and any applications for such Mineral tenure or other rights to Minerals,

and any Mineral tenure or other rights to Minerals including any renewals, extensions, amendments, consolidations or other rights derived from such applications and all other collateral rights relating to the aforementioned, including, without limitation, all land use or other permits issued by any Governmental Authority or otherwise pursuant to Applicable Laws.

"Minerals" shall have the meaning ascribed to it in the *Mining Act* (Ontario).

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

"Outside Date" means June 30, 2021.

"Party" and **"Parties"** each has the meaning attributed to it in the recitals hereto.

"Permitted Encumbrances" means (a) Encumbrances for Taxes, assessments or governmental charges or levies on property not yet due or delinquent; and (b) easements, encroachments and other minor imperfections of title which do not, individually or in the aggregate materially detract from the value of, or impair the use or marketability of any real property; (c) Encumbrances for or solely in connection with the Existing Royalties; and (d) Encumbrances specified in Schedule I.

"Person" means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

"pre-feasibility study" has the meaning ascribed to the term by the Canadian Institute of Mining, Metallurgy and Petroleum, as the CIM Definition Standards on Mineral Resources and Mineral Reserves adopted by CIM Council, as amended and which for greater certainty includes any internal study regardless of whether it is published or publicly disclosed, provided that such internal study is substantively prepared in accordance with the requirements of a pre-feasibility study.

"preliminary economic assessment" means a study, other than a pre-feasibility study or feasibility study, that includes an economic analysis of the potential viability of mineral resources and which for greater certainty includes any internal study regardless of whether it is published or publicly disclosed, provided that such internal study is substantively prepared in accordance with the requirements of a preliminary economic assessment.

"Preliminary Study" means either a preliminary economic assessment or a pre-feasibility study.

"Property" means the Mineral Rights located in Moss Township, approximately 100 km west of the city of Thunder Bay, Ontario, as described in Schedule D.

"Purchased Assets" means the assets listed in Schedule E.

"Purchase Price" means, collectively, the Cash Consideration, the Consideration Shares, the Royalty and the Milestone Shares.

"Purchaser" has the meaning attributed to it in the recitals hereto.

"Purchaser Shares" means common shares of the Purchaser.

“Registry” means the Ministry of Northern Development and Mines in Ontario.

“Release” has the meaning prescribed in any Environmental Laws and includes any release, spill, leak, pumping, addition, pouring, emission, emptying, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction, whether accidental or intentional.

“Required Consents” means the consents, approvals or waivers, as applicable, listed in Schedule F.

“Resulting Issuer” means the resulting public company following completion of the Going Public Transaction.

“Resulting Issuer Shares” means common shares of the Resulting Issuer.

“Royalty” means the 1.0% net smelter return royalty on the terms set forth in the Royalty Agreement.

“Royalty Agreement” means the royalty agreement evidencing the grant of the Royalty as attached as Schedule G.

“Securities Laws” means all applicable securities laws, regulations and rules, and all policy statements, blanket orders and notices of the applicable securities regulatory authorities in effect from time to time.

“ShellCo” means Sierra Madre Developments Inc., a company existing under the laws of the Province of British Columbia.

“Subscription Receipt” means a subscription receipt of the Purchaser issued in connection with the Goldshore Private Placements, each of which will automatically convert into a Purchaser Share upon the escrow release conditions being met in accordance with the terms and conditions of the Goldshore Private Placements, as applicable.

“Tax Act” means the *Income Tax Act*, R.S.C. 1985 (5th Supp.) c.1, as amended.

“Taxes” includes any taxes, duties, fees, premiums, assessments, imposts, levies, warrants and other charges of any kind whatsoever imposed by any Governmental Authority, including all interest, penalties, fines, additions to tax or other similar amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, insurance, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes and government pension plan premiums or contributions.

“Tax Returns” means any and all returns, reports, declarations and elections, filed or required to be filed in respect of Taxes.

“Third Party Claim” means any action, suit, proceeding, arbitration, claim or demand that is instituted or asserted by a third party, including a Governmental Authority, against an Indemnified

Party which entitles the Indemnified Party to make a claim for indemnification under this Agreement.

“**TSX**” means the Toronto Stock Exchange.

“**Vendor**” has the meaning attributed to it in the recitals hereto.

“**Vendor Financial Statements**” means all financial statements of the Vendor Parent, both audited and unaudited, as applicable, for the periods as are necessary in accordance with the policies of the Exchange and in connection with the preparation of the Filing Statement, or other disclosure document required by the Exchange, in support of the completion of the Going Public Transaction.

“**Vendor Parent**” has the meaning attributed to it in the recitals hereto.

“**Vendor Shares**” means the common shares in the capital of the Vendor.

“**VWAP**” means the volume weighted average trading price of the Resulting Issuer Shares on the Exchange calculated by dividing the total value by the total volume of the Resulting Issuer Shares traded for the relevant period.

1.2 Disclosure. Any fact or circumstance or combination of facts and/or circumstances disclosed in this Agreement or in any of the Schedules hereto shall be deemed to be disclosed for all purposes of this Agreement.

1.3 Knowledge. The expression “to the knowledge of the Vendor and the Vendor Parent” and similar phrases shall mean to the actual knowledge of the Chief Financial Officer, the Vice President, Exploration, the Vice President, Corporate Development and the Chief Governance Officer & Corporate Secretary of the Vendor Parent and shall not imply or carry any personal liability to such Persons. The expression “to the knowledge of the Purchaser” and similar phrases shall mean to the actual knowledge of the Chief Executive Officer and Chief Financial Officer of the Purchaser and shall not imply or carry any personal liability to such Person.

1.4 Act. Any reference to a statute is a reference to the applicable statute and to any regulations made pursuant thereto and includes all amendments made thereto and in force from time to time and any statute or regulation that has the effect of supplementing or superseding such statute or regulation;

1.5 Gender and Extended Meanings.

- (a) Words importing individuals include bodies corporate and other artificial entities, and vice versa; words importing gender include the other genders; words importing one form of body corporate or artificial entity include all other forms of bodies corporate or artificial entities; and words importing the singular includes the plural, and vice versa.
- (b) The word “shall”, has the same meaning as the word “will” and the word “or” is not exclusive and the word “including” is not limiting (whether or not non-limiting language is used with reference thereto).

- (c) The words “hereof”, “hereto”, “herein”, “hereby”, “herewith” and “hereunder” and other words of similar import refer to this Agreement as a whole and not to any particular article, section or other subdivision.
- (d) The words “written” or “in writing” include printing, typewriting or any electronic means of communication capable of being visibly reproduced at the point of reception including facsimile or e-mail.

1.6 Headings, Etc. The division of this Agreement into Articles, Sections, Subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

1.7 Business Day. A “day” shall refer to a calendar day, and references to a “business day” shall refer to days other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia or Toronto, Ontario; in calculating all time periods the first day of a period is not included and the last day is included, and if a date is or a time period ends on a day which is not a business day, such date shall be extended and the time period shall be deemed to expire on the next business day.

1.8 Time. Except where otherwise expressly provided in this Agreement any reference to time shall be deemed to be a reference to Vancouver time.

1.9 Currency. All dollar amounts in this Agreement are expressed in terms of Canadian currency.

1.10 Construction. The rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of any of the terms and conditions of this Agreement.

1.11 Schedules. The schedules attached to this Agreement form an integral part of this Agreement for all purposes of it.

ARTICLE 2

PURCHASE AND SALE AND PURCHASE PRICE

2.1 Purchased Assets and Excluded Assets. Subject to the terms and conditions of this Agreement, on the Closing Date, the Vendor shall, and the Vendor Parent shall cause the Vendor to, sell, assign, transfer and deliver to the Purchaser, and the Purchaser hereby agrees to purchase from the Vendor, 100% legal and beneficial interest in the Purchased Assets, free and clear of all Encumbrances, other than the Permitted Encumbrances. Notwithstanding anything to the contrary in this Agreement, the Purchased Assets do not include any of the Excluded Assets.

2.2 Consideration. In consideration for the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities, on the Closing Date the Purchaser shall:

- (a) pay to the Vendor (or as the Vendor may otherwise direct in writing) \$12,500,000 in cash (the “**Cash Consideration**”);
- (b) issue to the Vendor (or as the Vendor may otherwise direct in writing) the number of Purchaser Shares equal to the greater of: (i) that number of Purchaser Shares having an aggregate deemed value (calculated based on a price per Purchaser

Share of not less than \$0.65) equal to \$19,500,000; and (ii) 30% of the issued and outstanding Purchaser Shares (on a non-diluted basis, calculated after giving effect to the completion of the Financing and the conversion of the Subscription Receipts) (the “**Consideration Shares**”); and

- (c) grant to the Vendor (or as the Vendor may otherwise direct in writing) the Royalty pursuant to the terms of the Royalty Agreement.

2.3 Milestone Shares. Subject to section 2.4, following the Closing Date, the Resulting Issuer shall promptly (and in any event within five business days of satisfaction of the applicable milestone specified below) upon and subject to satisfaction of the following milestones, issue to the Vendor Parent fully paid and non-assessable common shares as set forth below (the “**Milestone Shares**”):

- (a) within 12 months from the Closing Date, such number of Milestone Shares as is equal to \$5,000,000 divided by the VWAP of the Resulting Issuer Shares for the twenty (20) trading days prior to the date of issuance;

- (b) upon:

- (i) the Resulting Issuer completing a Preliminary Study; or
- (ii) if the Resulting Issuer does not complete a Preliminary Study within 30 months following the Closing Date, the date that is 30 months following the Closing Date,

such number of Milestone Shares as is equal to \$7,500,000 divided by the VWAP of the Resulting Issuer Shares for the twenty (20) trading days prior to the date of issuance; and

- (c) upon:

- (i) the Resulting Issuer completing a feasibility study; or
- (ii) if the Resulting Issuer does not complete a feasibility study, the earlier of (A) the date on which the Resulting Issuer makes a Development Decision in respect of the Property; and (B) the date that is 48 months following the Closing Date,

such number of Milestone Shares as is equal to \$7,500,000 divided by the VWAP of the Resulting Issuer Shares for the twenty (20) trading days prior to the date of issuance.

2.4 Acceleration of Milestone Payments. In the event of a Change of Control of the Resulting Issuer following the Closing Date, then, notwithstanding anything contained in section 2.3 to the contrary, immediately prior to the effective time of such Change of Control, the Resulting Issuer shall issue to the Vendor (or as the Vendor may otherwise direct in writing) all of the Milestone Shares contemplated in section 2.3(a) to section 2.3(c) inclusive (to the extent not previously issued by the Resulting Issuer), in full satisfaction of the Resulting Issuer’s obligations pursuant to section 2.3.

2.5 Voluntary Escrow.

- (a) In addition to any statutory hold period imposed by Securities Laws and any escrow or resale restrictions imposed by the Exchange, the Parties acknowledge and agree that the Consideration Shares, along with certain Purchaser Shares and Resulting Issuer Shares held by certain existing shareholders of the Purchaser, as well as affiliates and insiders of the Resulting Issuer following the Going Public Transaction, will be subject to the escrow arrangements set forth in Schedule H (collectively, the “**Escrow Arrangements**”). For greater certainty, the Parties agree that no Milestone Shares shall be subject to the Escrow Arrangements unless so required by the Exchange.
- (b) The Parties acknowledge that certificates evidencing the Consideration Shares issued under this Agreement may be legended to reflect the application of such Escrow Arrangements, and any statutory hold period imposed by Securities Laws, or any escrow or resale restrictions imposed by the Exchange.
- (c) The Vendor Parent further acknowledges that the Consideration Shares and the Milestone Shares will be subject to the terms and conditions of the Investor Rights Agreement, as applicable.

2.6 Purchase Price Allocation. The Vendor and the Purchaser agree to cooperate and use their commercially reasonable efforts to prepare and finalize a mutually acceptable allocation of the Purchase Price within forty-five (45) calendar days after the date of this Agreement (but in any event no later than the Closing Date) (and to execute and file all of their own Tax Returns and prepare all of their own financial statements and other instruments on the basis of such allocation); provided, however, that in the event that the Parties are unable to mutually agree upon an agreed Purchase Price allocation within such time period, each of the Parties shall be permitted to prepare and file their Tax Returns and prepare all of their financial statements and other instruments on the basis of such allocation as each Party may individually determine.

2.7 Deposit.

- (a) Concurrently with the execution of this Agreement, the Purchaser shall pay to the Vendor Parent’s solicitors in escrow, by wire transfer of immediately available funds, the sum of \$1,000,000 (the “**Deposit**”). The Deposit will be deposited by the Vendor Parent’s solicitors in an interest bearing account of a Canadian chartered bank or trust company in Toronto, Ontario.
- (b) The Deposit together with all accrued interest received by the Vendor Parent’s solicitors (less any applicable withholding Taxes) will be applied on Closing in satisfaction of an equivalent amount of the Cash Consideration.
- (c) If the Closing does not occur for any reason other than the termination of this Agreement pursuant to section 10.1(a) or section 10.1(c), the full amount of the Deposit together with all accrued interest received by the Vendor Parent’s solicitors shall be immediately returned to the Purchaser. If the Closing does not occur as a result of a termination of this Agreement pursuant to section 10.1(a) or section 10.1(c), the full amount of the Deposit together with all accrued interest received by the Vendor Parent’s solicitors (less any applicable withholding Taxes) shall be released from escrow and forfeited and paid to the Vendor Parent and shall

become the property of, and may be retained by, the Vendor Parent in full satisfaction of all damages, losses, costs and expenses incurred by the Vendor Parent and the Vendor, and the Vendor Parent and the Vendor acknowledge that such amount represents liquidated damages (and not a penalty) and that the Vendor Parent and the Vendor will not have any other remedy or claim against the Purchaser as a result of the sale of the Purchased Assets not being completed.

2.8 Payment of Sales Tax and Registration Charges on Transfer.

- (a) The Purchaser shall be liable for and shall pay all land transfer Taxes, federal and provincial sales Taxes and all other similar Taxes, duties, registration fees or other like charges properly payable upon and in connection with the sale, assignment and transfer of the Purchased Assets from the Vendor to the Purchaser, other than any Taxes payable on the Vendor's net income, profits or gains.
- (b) The Parties will use their commercially reasonable efforts in good faith to minimize (or eliminate) any Taxes payable under the *Excise Tax Act* (Canada) in respect of the Closing by, among other things, making such elections and taking such steps as may be provided for under that Act (including, for greater certainty, making a joint election in a timely manner under section 167 of that Act) as may be requested by the Purchaser in connection with the Closing. Notwithstanding such joint election, in the event it is determined by the Canada Revenue Agency that there is a liability of the Purchaser to pay, or of the Vendor to collect and remit, any Taxes payable under the *Excise Tax Act* (Canada) in respect of the Closing, such Taxes shall be paid by the Purchaser and the Purchaser shall indemnify and save Vendor harmless with respect to any such Taxes, and for greater certainty, the Purchaser's indemnification obligation set out in this section 2.8(b) is not subject to any limitations of liability, including any set out in Article 6.

ARTICLE 3 ASSUMED LIABILITIES

3.1 Assumed Liabilities. Subject to Closing, the Purchaser agrees to discharge, perform and fulfil all obligations and liabilities with respect to the Purchased Assets from and after the Closing Date, other than the Excluded Liabilities, (collectively, the "**Assumed Liabilities**").

3.2 Excluded Liabilities. The Purchaser shall not assume and shall have no obligation to discharge, perform or fulfil, the following liabilities and obligations (the "**Excluded Liabilities**"):

- (a) any existing liabilities as of the date of this Agreement, up to and including the Closing Date, whether or not such liabilities are known or quantified as of the Closing Date, including, without limitation, all liabilities relating to, resulting from, or arising out of, (i) claims made in existing, pending or future Legal Proceedings or (ii) claims based on violations of Applicable Law, including any Environmental Law, breach of Contract, workers' compensation, pay equity or health and safety matters or arising from any activities or operations conducted by the Vendor or the Vendor Parent or on their behalf, or (iii) any other actual or alleged failure of the Vendor or the Vendor Parent to perform any obligation, in each case arising out of, or relating to, (A) acts or omissions that shall have occurred, or (B) the ownership or use of the Purchased Assets, prior to the Closing Date;

- (b) any and all liabilities, commitments or other obligations of the Vendor, the existence of which constitutes a breach of any representation or warranty of the Vendor and the Vendor Parent contained herein;
- (c) any assessment or reassessment for income, corporate, capital, sales, excise or other taxes, duties or imposts of any kind whatsoever of the Vendor or, if incurred or accruing due prior to the Closing Date, relating to the Purchased Assets;
- (d) any obligation or liability relating to any Excluded Asset; and
- (e) any other obligation or liability which the Vendor expressly retains under this Agreement.

ARTICLE 4

REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor and Vendor Parent. Each of the Vendor and the Vendor Parent represents and warrants, jointly and severally, to the Purchaser and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets and the assumption by the Purchaser of the Assumed Liabilities:

- (a) each of the Vendor and the Vendor Parent is duly formed, validly existing and in good standing under the laws of the Province of Ontario;
- (b) each of the Vendor and the Vendor Parent has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals and consents (other than Required Consents) to: (i) own and lease and hold its properties and assets (including, without limitation, the Vendor Shares, the Purchased Assets and the Property); (ii) to conduct its business as presently conducted; and (iii) to enter into and execute this Agreement and carry out its obligations thereunder;
- (c) each of the Vendor and the Vendor Parent has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of the Vendor and the Vendor Parent enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein by the Vendor or the Vendor Parent shall constitute or result in a breach of or default under (including, without limitation, a trigger of any termination rights, penalties or similar entitlements), or create a state of facts which after notice or lapse of time or both constitute or result in a breach of or default under, or otherwise conflict with (i) the constating documents or any resolutions of its directors or shareholders of the Vendor or the Vendor Parent, (ii) any Contract to which the Vendor or the Vendor Parent is a party or otherwise

bound; (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a Governmental Authority having jurisdiction over the Vendor or the Vendor Parent; (iv) result in the creation or imposition of any Encumbrance on the Vendor Shares, the Purchased Assets or the Property; or (v) result in a derogation or nullification of any Purchased Assets;

- (e) neither the Vendor nor the Vendor Parent: (i) is insolvent; (ii) has proposed a compromise or arrangement to its creditors generally; (iii) has taken any proceeding with respect to a compromise or arrangement to its creditors generally; (iv) has taken any proceeding with respect to a compromise or arrangement, any proceeding to have itself declared bankrupt or any proceeding to have a receiver appointed over any part of its assets; (v) has had any encumbrancer or receiver take possession of any of its property; and (vi) has had any execution enforceable or levied upon any of its property (including, without limitation, the Vendor Shares, the Purchased Assets and the Property) or any petition for a receiving order in bankruptcy is filed against it;
- (f) other than in connection with the Required Consents, no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance of this Agreement by the Vendor or the Vendor Parent;
- (g) neither the Vendor nor the Vendor Parent is subject to, or a party to, any unanimous shareholders agreement, investment agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations or other Contract that affects the Vendor Shares, the Purchased Assets or the Property, or the ability to consummate the transactions contemplated by this Agreement;
- (h) the Mineral Rights: (i) are properly and accurately described and depicted in Schedule E (ii) have been duly and validly staked pursuant to, and in accordance with, all Applicable Laws; (iii) are in good standing and comply with all Applicable Laws; (iv) are free and clear of all Encumbrances, other than Permitted Encumbrances; and (v) other than as specifically disclosed in Schedule E, are registered with the relevant Registry or mining claim recording office as to a 100% legal and beneficial interest in the name of the Vendor;
- (i) the maps attached in Schedule B depicting the quantum of, and the territory to which, various royalties apply, is an accurate and complete representation of all of the royalties (including, without limitation the royalties contained in the agreements listed as Existing Royalties in Schedule B) that currently exist and the extent (in terms of quantum and area) of each such royalty;
- (j) the agreements noted as Existing Royalties in Schedule B do not contain any requirements to transfer any of the Property or the Purchased Assets, and do not contain any exercisable rights by which a party to the subject agreement can purchase or re-purchase any part of the Property or the Purchased Assets, whether by means of a right of first refusal, a penalty for default, a right of first offer, an option or any other means and contain no monetary penalties of any nature related to any transfer of any portion of the Property or the Purchased Assets to any transferee;

- (k) other than as specifically disclosed in Schedule I, all rentals, duties, Taxes (including any deferred or future liability for Taxes), assessments, payments, royalties, fees, Liabilities and other governmental charges applicable to, or imposed on, the Property, or in connection with holding the Mineral Rights which were due to be paid on or before the date hereof (and, on the Closing Date, those due to be paid on or before the Closing Date) have been submitted and paid in full;
- (l) there are no Encumbrances for Taxes on any of the Purchased Assets nor is any Governmental Authority in the process of imposing any Encumbrances for Taxes on any of the Purchased Assets;
- (m) the Property does not lie within any protected area, rescued area, reserve, reservation, reserved area, environmental or historic protected area, or special needs lands as designated by any Governmental Authority having jurisdiction that would materially and adversely impair the exploration for Minerals or the development of a mining project on the Property;
- (n) other than in connection with the Required Consents, no Person has any right, privilege, option, warrant or agreement, contingent or otherwise, or any of the foregoing capable of becoming any right, royalty, privilege, option, warrant or agreement, to purchase or otherwise acquire, directly or indirectly, the Vendor Shares, the Purchased Assets, the Property or any interest or entitlement therein, including, without limitation, in any production or profits from the Mineral Rights except with respect to the Existing Royalties and the rights of the Purchaser pursuant to this Agreement;
- (o) there are no actual, alleged or, to the knowledge of each of the Vendor and the Vendor Parent, potential or future adverse claims, challenges, suits, actions, prosecutions, investigations or proceedings against or to, the ownership of, or title to, the Property; and there are no Legal Proceedings in progress, pending, or to the knowledge of each of the Vendor and the Vendor Parent, threatened, that could result in the variation, revocation, termination, cancellation or suspension of (including, without limitation, ownership of, or title to) any Mineral Rights;
- (p) to the knowledge of each of the Vendor and the Vendor Parent, there has been no claim or Legal Proceeding made by any Aboriginal Peoples, nor is there any basis therefor, with respect to any right or interest in or to the Property;
- (q) each of the Vendor and the Vendor Parent has obtained and is in possession of all material registrations, licenses, permits, authorizations, approvals, consents and other qualifications which are required under Applicable Laws to own or lease or hold or use, occupy, or operate its property and assets and to carry on its business, along with all subsisting rights to enter upon, use and occupy any Crown or third party surface rights of any lands forming part of the Property or of any lands to be traversed in order to gain access to any of the lands forming part of the Property (collectively, the “**Licenses**”) and all of the aforementioned rights are valid and subsisting, and all operations of the Vendor and the Vendor Parent have been conducted in material compliance with the terms and conditions of all such permits, qualifications, authorizations and documents relating to all such aforementioned rights, and there are no Legal Proceedings in progress, pending, or to the knowledge of each of the Vendor or the Vendor Parent, threatened, that could

result in the variation, revocation, cancellation or suspension of any such permits, qualifications, authorizations or documents relating to any such aforementioned rights;

- (r) neither the Vendor nor the Vendor Parent is a party to or bound by any guarantee, indemnification, surety or similar obligation pertaining to the Purchased Assets and, except for this Agreement, the Existing Royalties and the Licenses, no Asset Contracts have been entered between the Vendor and/or the Vendor and any other Person;
- (s) each of the Vendor and the Vendor Parent is conducting its business in compliance with all Applicable Laws of each jurisdiction in which its business is carried on, except for acts of non-compliance which in the aggregate would not have a Material Adverse Effect on the Vendor, the Vendor Parent or the Property. The operations conducted by or on behalf of the Vendor and the Vendor Parent, and to the knowledge of the Vendor and the Vendor Parent, by or on behalf of any other Person, in respect of or associated with the Property, have been conducted in all material respects in compliance with all Applicable Laws, in accordance with industry standards and otherwise in a good and workmanlike manner, and neither the Vendor nor the Vendor Parent has received any notice of and knows of no state of facts which would constitute or result in any such violation of any such Applicable Laws;
- (t) to the knowledge of each of the Vendor and the Vendor Parent, no condition exists or event has occurred which, with or without notice or the passage of time or both, would constitute a violation of or give rise to liability under any Applicable Laws, which has or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Vendor, the Vendor Parent or the Property;
- (u) there has been no Release of any kind by or on behalf of the Vendor or the Vendor Parent, or to the knowledge of each of the Vendor and the Vendor Parent, by or on behalf of any other Person, of any Hazardous Substance from, on, in or under the Property or into the Environment, except Releases expressly permitted by, and in compliance with, Environmental Laws, and no Hazardous Substance has been treated or stored on, or is or has been located or disposed of or on, the Property by or on behalf of the Vendor or the Vendor Parent, or to the knowledge of each of the Vendor and the Vendor Parent, by or on behalf of any other Person;
- (v) there are no outstanding obligations or liabilities, contingent or otherwise, related to environmental, reclamation or rehabilitation work associated with operations conducted by or on behalf of the Vendor or the Vendor Parent or to the knowledge of each of the Vendor and the Vendor Parent, by or on behalf of any other Person, in respect of or associated with the Property, or arising out of exploration work, development work or mining activities previously carried out thereon, and neither the Vendor nor the Vendor Parent has received any notice of, or communication relating to, any actual or alleged breach of any Environmental Laws, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out thereon;

- (w) to the knowledge of each of the Vendor and the Vendor Parent, the 2013 Technical Report accurately and completely sets forth all material facts relating to the Property (other than in respect of the Hamlin and Coldstream properties acquired after the date of the 2013 Technical Report) as at the date of such report, and since the date of preparation of the 2013 Technical Report, there has been no material change, that would disaffirm or change any aspect of the 2013 Technical Report in any material respect. The 2013 Technical Report complied in all material respects with the requirements of NI 43-101 as of the date of preparation and at the time of filing thereof and presented the quantity of mineral resources attributable to the Property (other than in respect of the Hamlin and Coldstream properties acquired after the date of the 2013 Technical Report) as evaluated therein as at the date stated therein based upon information available at the time such 2013 Technical Report was prepared;
- (x) the Vendor and the Vendor Parent have full access to the Property and the ability to conduct exploration and development activities thereon;
- (y) none of the Vendor, the Vendor Parent nor any of their affiliates owns jointly and/or severally, any right, title or interest in or to any Mineral Rights within the area that is two kilometers of the external boundaries of the combined geographic area of the Mineral Rights comprising the Property (the "AOI");
- (z) neither the Vendor nor the Vendor Parent is a non-resident of Canada for the purposes of section 116 of the Tax Act;
- (aa) there are no actual, pending, contingent or, to the knowledge of either the Vendor or the Vendor Parent, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the Vendor, the Vendor Parent and the Property; and
- (bb) neither the Vendor nor the Vendor Parent has entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against any of the Purchased Assets for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein.

4.2 Representations and Warranties of the Purchaser. The Purchaser represents and warrants to the Vendor and the Vendor Parent and acknowledges that the Vendor and the Vendor Parent are relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) the Purchaser is duly formed, validly existing and in good standing under the laws of the Province of British Columbia;
- (b) the Purchaser has the corporate power and capacity and has taken all necessary corporate action and has obtained all necessary approvals to own and lease its property and assets, to conduct its business as presently conducted, and to enter into and execute this Agreement and, other than Exchange Approval in connection with the Going Public Transaction, to carry out its obligations hereunder;

- (c) the Purchaser has duly executed this Agreement and this Agreement constitutes a legal, valid and binding obligation of it enforceable against it in accordance with the Agreement's terms except that (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally; (ii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; (iii) rights of indemnity and contribution hereunder may be limited under Applicable Law; and (iv) a court may stay proceedings before them by virtue of equitable or statutory powers;
- (d) neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated herein shall constitute or result in a breach of or default under, or create a state of facts which after notice or lapse of time or both shall constitute or result in a breach of or default under, or shall otherwise conflict with (i) the Purchaser's constituting documents or any resolutions of its directors or shareholders, (ii) any Contract to which the Purchaser is a party or by which it is bound (or otherwise cause or trigger any forfeiture of rights, termination rights or accelerate any performance required thereby), or (iii) any Applicable Laws or orders, rulings or other judgments or decisions of a court or regulatory authority having jurisdiction over the Purchaser;
- (e) all necessary corporate action has been taken or will have been taken by the Purchaser on or prior to the Closing Date to conditionally allot for issuance to the Vendor Parent the Consideration Shares to be issued as herein provided and the Consideration Shares when issued in accordance with the terms of this Agreement will be validly issued as fully paid and non-assessable common shares of the Purchaser. All consents, approvals, permits, authorizations or filings as may be required under Securities Laws necessary for the execution and delivery of, and the performance by the Purchaser of its obligations hereunder have been made or obtained, or will be made or obtained, at or prior to the time of Closing;
- (f) the Purchaser will have on the Closing Date all funds on hand necessary to pay the Cash Consideration portion of the Purchase Price;
- (g) the Purchaser: (i) is not insolvent; (ii) has not proposed a compromise or arrangement to its creditors generally; (iii) has not taken any proceeding with respect to a compromise or arrangement, any proceeding to have itself declared bankrupt or any proceeding to have a receiver appointed over any part of its assets; (iv) has not had any encumbrancer or receiver taken possession of any of its property; and (v) has not had any execution enforceable or levied upon any of its property or any petition for a receiving order in bankruptcy is filed against it;
- (h) no consent or approval of any third party or Governmental Authority is required for the execution, delivery or performance of this Agreement by the Purchaser, other than the Exchange Approval;
- (i) the authorized capital of the Purchaser consists of an unlimited number of common shares of which there are 6,850,001 Purchaser Shares issued and outstanding as at the date hereof, and other than an aggregate of 23,272,380 Subscription Receipts outstanding in the capital of the Purchaser, there are no other securities in the capital of the Purchaser outstanding as at the date hereof (provided that, for greater certainty, the foregoing does not include any securities issuable by the

Purchaser (or Resulting Issuer) in connection with the Financing, the Going Public Transaction or the other transactions contemplated by this Agreement);

- (j) the Goldshore Private Placements have been completed as at the date hereof, and the Purchaser has provided evidence to the Vendor Parent confirming same;
- (k) to the knowledge of the Purchaser: (i) the authorized capital of ShellCo consists of an unlimited number of common shares of which there are 22,065,722 common shares issued and outstanding as at the date hereof; (ii) there are no other securities in the capital of ShellCo outstanding as at the date hereof (provided that, for greater certainty, the foregoing does not include any securities issuable by the Resulting Issuer in connection with the Financing, the Going Public Transaction or the other transactions contemplated by this Agreement);
- (l) the representations and warranties of the Purchaser contained in the Amalgamation Agreement are true and correct in all material respects as of the date hereof (subject to any qualifications, standards of materiality and limitations as set out therein);
- (m) to the knowledge of the Purchaser, the representations and warranties of ShellCo contained in the Amalgamation Agreement are true and correct in all material respects as of the date thereof (subject to any qualifications, standards of materiality and limitations as set out therein);
- (n) the Purchaser is not subject to, or a party to, any unanimous shareholders agreement, investment agreement, escrow agreement, pooling agreement, voting trust or similar arrangements or obligations or other Contract that affects the Purchaser Shares, or the ability to consummate the transactions contemplated by this Agreement (provided that, for greater certainty, the foregoing does not include any such agreement as may be entered into by the Purchaser (or Resulting Issuer) in connection with the Financing, the Going Public Transaction or the other transactions contemplated by this Agreement);
- (o) the Purchaser is conducting its business in compliance with all Applicable Laws of each jurisdiction in which its business is carried on, except for acts of non-compliance which in the aggregate would not have a Material Adverse Effect on the Purchaser, and the Purchaser has not received any notice of and knows of no state of facts which would constitute or result in any such violation of any such Applicable Laws;
- (p) to the knowledge of the Purchaser, no condition exists or event has occurred which, with or without notice or the passage of time or both, would constitute a violation of or give rise to liability under any Applicable Laws, which has or could reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect on the Purchaser;
- (q) there are no actual, pending, contingent or, to the knowledge of the Purchaser, threatened Legal Proceedings which, individually or in the aggregate, may result in or could reasonably be expected to have a Material Adverse Effect on the Purchaser;

- (r) other than with respect to finder's fees, commissions or other compensation paid in connection with the Financing and the Going Public Transaction (copies of which agreements or arrangements related thereto will be provided to the Vendor as soon as practicable following the execution thereof), the Purchaser has not entered into any agreement or arrangement, written or oral, that would entitle any person to any claim against Purchaser for a brokerage or finder fee, commission or other compensation, or any like payment, in respect of this Agreement and the transactions contemplated herein; and
- (s) the Purchaser is a "taxable Canadian corporation" as that term is defined in 89(1) of the Tax Act.

ARTICLE 5

PRE-CLOSING COVENANTS OF THE PARTIES

5.1 Positive Covenants of the Vendor and the Vendor Parent. Each of the Vendor and the Vendor Parent covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement or with the prior written consent of the Purchaser, it will:

- (a) use all commercially reasonable efforts to obtain, before the Closing Date, all Required Consents and any other necessary consents, authorizations, exemptions, assignments, waivers, orders or other approvals from domestic or foreign courts, Governmental Authorities (including, without limitation, the Exchange), shareholders and any third parties and obtain any amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfill its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) provide the Purchaser, on a timely basis, with all relevant information concerning the Vendor, the Vendor Parent and the Property for inclusion in the Filing Statement, and execute a certificate to be attached to the Filing Statement certifying that all information concerning the Vendor, the Vendor Parent and the Property contained in the Filing Statement does not contain an untrue statement of a material fact with respect thereto, and without limiting the generality of the foregoing, deliver to the Purchaser, on a timely basis and in form and content satisfactory to the Exchange, as required, the following information and documents (including for greater certainty any amended or supplementary documents in response to a request for amendments or additional disclosures):
 - (i) all Vendor Financial Statements;
 - (ii) records of the Vendor, Vendor Parent and the Property as are requested by the Exchange; and
 - (iii) all other information and documents requested by the Exchange;
- (c) co-operate with the Purchaser in its preparation of a technical report on the Property, in accordance with NI 43-101;

- (d) use all commercially reasonable efforts to perform and observe matters required to satisfy the conditions precedent to the completion of the transactions contemplated by this Agreement and co-operate with each of the other Parties in connection with the performance by the other Parties of their obligations under this Article 5;
- (e) make all necessary registrations, filings, applications and submissions for information under Applicable Laws, or as requested by any Governmental Authority, required on its part in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such Applicable Laws;
- (f) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (g) notify the Purchaser immediately: (i) upon becoming aware that any of the representations and warranties regarding the Vendor, the Vendor Parent or the Property contained herein are no longer true and correct in any material respect, (ii) of any event or state of facts which occurrence or failure would or would be likely to result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the Vendor or the Vendor Parent hereunder prior to the Closing Date; or (iii) upon becoming aware that a filing or information described in this section 5.1 contains any misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to such filing or application; and in any such event, shall cooperate in the preparation of a supplement or amendment to such other document, as required and as the case may be;
- (h) permit (and cooperate with) the Purchaser and its representatives and advisors to make such due diligence investigations of the financial condition, contractual obligations, business affairs and corporate affairs of the Vendor, the Vendor Parent, the Purchased Assets and the Property as the Purchaser may deem reasonably necessary or advisable, and the Vendor and the Vendor Parent will provide the Purchaser and its representatives and advisors reasonable access during normal business hours to its management, premises, books and records, and to such information (including any Contracts) as may be reasonably requested by the Purchaser; and
- (i) subject to the terms hereof, deliver or cause to be delivered all closing deliveries required to be delivered by the Vendor and the Vendor Parent pursuant to this Agreement.

5.2 Negative Covenants of the Vendor. The Vendor covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement or with the prior written consent of the Purchaser, it shall not:

- (a) undertake any activities on the Property, other than such activities as are necessary or desirable to ensure that (i) no Liabilities are incurred on the Property; (ii) the Property remains free and clear of all Encumbrances whatsoever other than the Permitted Encumbrances; (iii) it duly and timely files all material forms, reports, schedules, statements and other documents required to be filed pursuant to any Applicable Laws with respect to the Property; (iv) it duly and timely withholds, collects, remits and pays all Taxes which are to be withheld, collected, remitted or paid with respect to the Property, to the extent due and payable; and (v) all Licenses remain in good standing;
- (b) acquire (whether by staking, acquisition from any Person or otherwise), directly or indirectly, any Mineral Rights or real property rights, surface or access rights; licenses, permits or water rights, or any similar rights or interests, located wholly or partly within the AOI;
- (c) directly or indirectly, sell, lease, encumber, or otherwise dispose of, or grant a right, royalty, privilege, option, warrant or agreement to purchase or otherwise acquire or permit an Encumbrance on in or respect of the Vendor Shares, the Purchased Assets, the Property or any interest or entitlement therein, including, without limitation, in any production or profits from the Mineral Rights comprising the Property;
- (d) provide for any distribution of its properties or assets to its shareholders;
- (e) reclassify any outstanding shares or issue or commit to issue any shares, rights, warrants or options to purchase such shares, or any securities convertible into such shares, warrants or options (other than pursuant to the exercise of stock options or warrants outstanding in the capital of the Vendor as of the date hereof, or as required pursuant to agreements in force and effect prior to the date hereof);
- (f) enter into any Contract outside of the ordinary course of business consistent with past practice or enter into any Asset Contract;
- (g) incur any Liabilities (including any Liabilities that relate to the Purchased Assets) outside of the ordinary course of business consistent with past practice;
- (h) take any other action which would be outside the ordinary course of business or which may result in a Material Adverse Effect on its affairs, the Vendor Shares, Purchased Assets or the Property; or
- (i) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

5.3 Alternative Transactions. Each of the Vendor and the Vendor Parent covenants and agrees that, from the date hereof to and including the Closing Date, it will, and it will cause each of its subsidiaries and its and their respective directors, officers, employees, representatives, advisors and agents (collectively, “**Agents**”) to, in each case, directly or indirectly:

- (a) not solicit, initiate, encourage, facilitate or accept any inquiry, proposal or offer (an “**Acquisition Proposal**”) from any Person (other than the Parties hereto) with

respect to any of the following transactions (“**Alternative Transactions**”) between the Vendor, the Vendor Parent or any of its affiliates and any Person:

- (i) the acquisition or purchase by any Person or group of Persons acting jointly or in concert of the Property or the Vendor Shares;
 - (ii) a merger, recapitalization, restructuring, reorganization, amalgamation, arrangement, joint venture or other business combination involving the Property or the Vendor Shares;
 - (iii) any other extraordinary business transaction involving or otherwise relating to the Property or the Vendor Shares;
 - (iv) participate in any discussions, conversations, negotiations or other communications with any Person with respect to an Alternative Transaction;
 - (v) enter into any agreement, arrangement or understanding with respect to an Alternative Transaction or pursuant to which the Vendor or the Vendor Parent may be required to delay, abandon, terminate or fail to consummate the transactions contemplated by this Agreement; or
 - (vi) furnish any information to any Person in connection with an Alternative Transaction or otherwise assist, facilitate or encourage the making of, or cooperate in any way regarding, any Acquisition Proposal;
- (b) cease and terminate immediately, and to cause its Agents to cease and terminate immediately, any existing negotiations, discussions, conversations or other communications with respect to any Alternative Transaction; and
- (c) promptly advise the Purchaser of its receipt of any Acquisition Proposal and any request for information that may reasonably be expected to lead to or is otherwise related to any Acquisition Proposal, the identity of the Person making such Acquisition Proposal or request for information and the terms and conditions of such Acquisition Proposal.

5.4 Positive Covenants of the Purchaser. The Purchaser covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement or with the prior written consent of the Vendor Parent, it will:

- (a) use all commercially reasonable efforts to obtain, before the Closing Date, all necessary consents, authorizations, exemptions, assignments, waivers, orders or other approvals from domestic or foreign courts, Governmental Authorities, shareholders and any third parties and obtain any amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfill its obligations under and to carry out the transactions contemplated by this Agreement;
- (b) make application to the Exchange and use all commercially reasonable efforts to obtain the Exchange Approval and the issuance and listing on the Exchange of the Consideration Shares and the Milestone Shares;

- (c) provide the Vendor Parent, on a timely basis, with all relevant information concerning the Purchaser, ShellCo and their respective businesses, property, operations and financial statements that may be reasonably requested by the Vendor Parent;
- (d) use all commercially reasonable efforts to perform and observe matters required to satisfy the conditions precedent to the completion of the transactions contemplated by this Agreement and co-operate with each of the other Parties in connection with the performance by the other Parties of their obligations under this Article 5;
- (e) make all necessary registrations, filings, applications and submissions for information under Applicable Laws, or as requested by any Governmental Authority, required on its part in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such Applicable Laws;
- (f) use all commercially reasonable efforts to conduct its affairs so that all of its representations and warranties contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (g) notify the Vendor Parent immediately: (i) upon becoming aware that any of the representations and warranties regarding the Purchaser contained herein are no longer true and correct in any material respect, (ii) of any event or state of facts which occurrence or failure would or would be likely to result in the failure to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by the Purchaser hereunder prior to the Closing Date; or (iii) upon becoming aware that a filing or information described in this section 5.4 contains any misrepresentation or any untrue statement of a material fact or omits to state a material fact required to be stated therein or necessary to make the statements contained therein not misleading in light of the circumstances in which they are made, or that otherwise requires an amendment or supplement to such filing or application; and in any such event, shall cooperate in the preparation of a supplement or amendment to such other document, as required and as the case may be;
- (h) to the extent determined necessary by the Purchaser in connection with the Going Public Transaction, assign this Agreement to ShellCo; and
- (i) subject to the terms hereof, deliver or cause to be delivered all closing deliveries required to be delivered by the Purchaser pursuant to this Agreement.

5.5 Negative Covenants of the Purchaser. The Purchaser covenants and agrees that, from the date hereof to and including the Closing Date, except as contemplated by this Agreement (which includes, for the purposes of this clause, the completion of the transactions contemplated by this Agreement, the Financing and the Going Public Transaction) or with the prior written consent of the Vendor Parent:

- (a) declare, pay or set aside any dividends or provide for any distribution of its properties or assets, or make any payment by way of return of capital, to its shareholders;
- (b) reorganize, amalgamate or merge with any other person in any manner whatsoever or acquire or agree to acquire (by merger, amalgamation, acquisition of securities or assets or otherwise) any person or any assets or properties other than in the ordinary course of its business;
- (c) alter or amend in any way its constating documents as the same exist as at the date hereof;
- (d) take any other action which would be outside the ordinary course of business or which may result in a Material Adverse Effect on its affairs;
- (e) sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its assets;
- (f) engage in any business enterprise or other activity, other than as contemplated herein and as required as a public company and under the applicable policies of the Exchange;
- (g) enter into any transaction with or make payments to a Person with which it does not deal at arm's length; or
- (h) perform any act or enter into any transaction or negotiation which might materially adversely interfere or be materially inconsistent with the consummation of the transactions contemplated under this Agreement.

5.6 Confidentiality. Each of the Purchaser, the Vendor and the Vendor Parent will provide such information as to its financial condition, business, properties, title, assets and affairs (including any material contracts) as may reasonably be requested by the other Party. Such information which:

- (a) has not become generally available to the public;
- (b) was not available to a Party or its representatives on a non-confidential basis before the date of this Agreement; or
- (c) does not become available to a Party or its representatives on a non-confidential basis from a Person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information or otherwise prohibited from transmitting the information to the party or its representatives,

will be kept confidential by each Party and shall constitute confidential information (the "**Confidential Information**").

No Confidential Information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they will not unreasonably withhold such consent to the

extent that such Confidential Information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents.

Upon request by the provider of the Confidential Information, the other Party will return to the provider, or destroy (subject only to normal course data back-up or archival processes), all documents, including any copies thereof, comprised in the Confidential Information furnished by the provider, and the recipient of the Confidential Information will confirm in writing that all Confidential Information has been returned or destroyed (subject only to normal course data back-up or archival processes), as applicable, provided that one copy of the Confidential Information may be retained within a receiving Party's legal department for liability defense purposes only. Notwithstanding any such return or destruction of any Confidential Information, Confidential Information, including, without limitation, any Confidential Information retained by a receiving Party, will continue to be subject to this Agreement. In addition, Confidential Information that has been prepared by either Party from publicly available information or from information not obtained pursuant to this Agreement may be retained by the Party that has prepared such information.

5.7 Publicity. Neither the Purchaser, the Vendor nor the Vendor Parent will issue any press release or make any public announcement or public statement about the transactions described herein which has not been previously approved by the other Party; provided, however, that any Party may issue a press release or make a filing with a regulatory authority if counsel for such Party advises that such press release or filing is necessary under Applicable Law (in which case such Party will first make a reasonable effort to obtain the approval of the other Party).

ARTICLE 6

INDEMNITY

6.1 Liability for Representations and Warranties. The representations and warranties contained in this Agreement and the certificates to be delivered pursuant to section 7.1(a) and section 7.2(a) survive the Closing and continue in full force and effect for a period of twelve (12) months after the Closing Date, except that:

- (a) the representations and warranties set out in section 4.1(a), section 4.1(a), section 4.1(c), section 4.2(a), section 4.2(b), section 4.2(c), and the corresponding representations and warranties set out in the certificates to be delivered pursuant to section 7.1(a) and section 7.2(a), will survive and continue in full force and effect without limitation of time;
- (b) the representations and warranties set out in sections 4.1(i), section 4.1(l) and section 4.1(z) will survive until 90 days after the expiration of all periods allowed for objecting to and appealing the determination of any proceedings related to any assessment or reassessment by any Governmental Authority; and
- (c) there is no limitation as to time for claims involving fraud or fraudulent misrepresentation.

6.2 Indemnification in Favour of the Purchaser. Subject to section 6.4, following Closing the Vendor Parent and Vendor, jointly and severally, will indemnify and save the Purchaser and its directors, officers, employees, agents and representatives harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against it as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any breach or inaccuracy of any representation or warranty in section 4.1 or the certificate to be delivered pursuant to section 7.2(a), for which a notice of claim under section 6.5 has been provided to the Vendor Parent within the applicable time period specified in section 6.1;
- (b) any failure of the Vendor to perform or fulfil any of its covenants or obligations under this Agreement; and
- (c) any Excluded Liabilities.

6.3 Indemnification in Favour of the Vendor and Vendor Parent. Subject to section 6.4, following Closing the Purchaser will indemnify and save the Vendor Parent and the Vendor and their respective directors, officers, employees, agents and representatives harmless of and from, and will pay for, any Damages suffered by, imposed upon or asserted against it as a result of, in respect of, connected with, or arising out of, under or pursuant to:

- (a) any breach or inaccuracy of any representation or warranty in section 4.2 or the certificate to be delivered pursuant to section 7.1(a), for which a notice of claim under section 6.5 has been provided to the Purchaser within the applicable time period specified in section 6.1;
- (b) any failure of the Purchaser to perform or fulfil any of its covenants or obligations under this Agreement; and
- (c) the Assumed Liabilities.

6.4 Limitations.

- (a) A Party has no obligation or liability for indemnification or otherwise with respect to any representation or warranty made by such Party in this Agreement, or the certificates delivered pursuant to section 7.1(a) and section 7.2(a), after the end of the applicable time period specified in section 6.1, except for claims relating to the representations and warranties that the Party has been notified of prior to the end of the applicable time period.
- (b) Following Closing, a Party has no obligation or liability for indemnification or otherwise with respect to any: (i) breach or inaccuracy of any representation or warranty in this Agreement, or the certificates delivered pursuant to section 7.1(a) or section 7.2(a); or (ii) any failure to perform or fulfil any covenants or obligations, shall not be affected by an investigation conducted, or any knowledge acquired, by the Person at any time, whether before, or after the execution and delivery of this Agreement, with respect to such breach or failure to perform or fulfill. In addition, the waiver of any condition by a Party based upon the accuracy of any representation and warranty or the performance of any covenant shall not affect the right to indemnification under this Article 6 based upon such representation, warranty or covenant.
- (c) No Party shall have any liability to another Party for, or obligation with respect to, any special, indirect, consequential, punitive or aggravated damages.

- (d) The Vendor Parent and the Vendor shall have no liability or obligation with respect to any single claim for indemnification or otherwise with respect to the matters described in section 6.2 unless the actual amount of the Damages suffered with respect to such claim is greater than \$50,000. The Vendor Parent and the Vendor have no obligation to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.2 until the actual total amount of all Damages suffered with respect to such matters exceeds \$250,000, and then only for the amount by which such Damages exceed \$250,000 subject to the total liability set forth in section 6.4(e).
- (e) The total liability of the Vendor Parent and the Vendor to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.2 shall not exceed \$6,000,000.
- (f) The Purchaser shall have no liability or obligation with respect to any single claim for indemnification or otherwise with respect to the matters described in section 6.3 unless the actual amount of the Damages suffered with respect to such claim is greater than \$50,000. The Purchaser has no obligation to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.3 until the actual total amount of all Damages suffered with respect to such matters exceeds \$250,000, and then only for the amount by which such Damages exceed \$250,000 subject to the total liability set forth in section 6.4(g).
- (g) The total liability of the Purchaser to make any payment for Damages for indemnification or otherwise with respect to the matters described in section 6.3 shall not exceed \$6,000,000.

6.5 Notification.

- (a) If a Third Party Claim is instituted or asserted against an Indemnified Party, the Indemnified Party will promptly notify the Indemnifying Party in writing of the Third Party Claim. The notice must specify in reasonable detail, the identity of the Person making the Third Party Claim and, to the extent known, the nature of the Damages and the estimated amount needed to investigate, defend, remedy or address the Third Party Claim.
- (b) If an Indemnified Party becomes aware of a Direct Claim, the Indemnified Party will promptly notify the Indemnifying Party in writing of the Direct Claim.
- (c) Notice to an Indemnifying Party under this section 6.5 of a Direct Claim or a Third Party Claim is assertion of a claim for indemnification against the Indemnifying Party under this Agreement. Upon receipt of such notice, the provisions of section 6.8 will apply to any Third Party Claim and the provisions of section 6.7 will apply to any Direct Claim.

6.6 Limitation Periods.

- (a) Notwithstanding the provisions of the *Limitation Act* (British Columbia) or any other statute, a proceeding in respect of a claim for indemnification or otherwise arising from any breach or inaccuracy of any representation or warranty in this Agreement may be commenced on or before the first anniversary of the date on which the

Party making the representation or warranty was notified of the claim, so long as the Party was notified of the claim prior to the end of the applicable time period specified in section 6.1. Any applicable limitation period is extended or varied to the full extent permitted by law to give effect to this section 6.6(a).

- (b) Notwithstanding the provisions of the *Limitation Act* (British Columbia) or any other statute, a proceeding in respect of a claim for indemnification under section 2.8(b) may be commenced on or before the first anniversary of the date on which the Indemnifying Party was notified of the claim. Any applicable limitation period is extended or varied to the full extent permitted by law to give effect to this section 6.6(b).

6.7 Direct Claims.

- (a) Following receipt of notice of a Direct Claim, the Indemnifying Party has 60 days to investigate the Direct Claim and respond in writing. For purposes of the investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Direct Claim, together with such other information as the Indemnifying Party may reasonably request.
- (b) If the Indemnifying Party disputes the validity or amount of the Direct Claim, the Indemnifying Party shall provide written notice of the dispute to the Indemnified Party within the 60-day period specified in section 6.7(a). The dispute notice must describe in reasonable detail the nature of the Indemnifying Party's dispute. During the 30-day period immediately following receipt of a dispute notice by the Indemnified Party, the Indemnifying Party and the Indemnified Party shall attempt in good faith to resolve the dispute. If the Indemnifying Party and the Indemnified Party fail to resolve the dispute within that 30-day time period, the Indemnified Party is free to pursue all rights and remedies available to it, subject to this Agreement. If the Indemnifying Party fails to respond in writing to the Direct Claim within the 60-day period specified in section 6.7(a), the Indemnifying Party is deemed to have rejected the Direct Claim, in which event the Indemnified Party is free to pursue all rights remedies available to it, subject to this Agreement.

6.8 Procedure for Third Party Claims.

- (a) Upon receiving notice of a Third Party Claim, the Indemnifying Party may participate in the investigation and defence of the Third Party Claim and may also elect to assume the investigation and defence of the Third Party Claim.
- (b) In order to assume the investigation and defence of a Third Party Claim, the Indemnifying Party must give the Indemnified Party written notice of its election within 30 days of Indemnifying Party's receipt of notice of the Third Party Claim.
- (c) If the Indemnifying Party assumes the investigation and defence of a Third Party Claim:
 - (i) the Indemnifying Party will pay for all costs and expenses of the investigation and defence of the Third Party Claim except that the Indemnifying Party will not, so long as it diligently conducts such defence,

be liable to the Indemnified Party for any fees of other counsel or any other expenses with respect to the defence of the Third Party Claim, incurred by the Indemnified Party after the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim; and

- (ii) the Indemnifying Party will reimburse the Indemnified Party for all costs and expenses incurred by the Indemnified Party in connection with the investigation and defence of the Third Party Claim prior to the date the Indemnifying Party validly exercised its right to assume the investigation and defence of the Third Party Claim.
- (d) If the Indemnified Party undertakes the defence of the Third Party Claim, the Indemnifying Party will not be bound by any determination of the Third Party Claim or any compromise or settlement of the Third Party Claim effected without the consent of the Indemnifying Party (which consent may not be unreasonably withheld or delayed).
- (e) The Indemnifying Party will not be permitted to compromise and settle or to cause a compromise and settlement of a Third Party Claim without the prior written consent of the Indemnified Party, which consent may not be unreasonably withheld or delayed, unless:
 - (i) the terms of the compromise and settlement require only the payment of money for which the Indemnified Party is entitled to full indemnification under this Agreement;
 - (ii) the Indemnified Party is not required to admit any wrongdoing, take or refrain from taking any action, acknowledge any rights of the Person making the Third Party Claim or waive any rights that the Indemnified Party may have against the Person making the Third Party Claim; and
 - (iii) the Indemnified Party receives, as part of the compromise and settlement, a legally binding and enforceable unconditional release from any and all obligations or liabilities it may have with respect to the Third Party Claim.
- (f) The Indemnified Party and the Indemnifying Party agree to keep the other fully informed of the status of any Third Party Claim and any related proceedings. If the Indemnifying Party assumes the investigation and defence of a Third Party Claim, the Indemnified Party will, at the request and expense of the Indemnifying Party, use its reasonable efforts to make available to the Indemnifying Party, on a timely basis, those employees whose assistance, testimony or presence is necessary to assist the Indemnifying Party in investigating and defending the Third Party Claim. The Indemnified Party shall, at the request and expense of the Indemnifying Party, make available to the Indemnifying Party, or its representatives, on a timely basis all documents, records and other materials in the possession, control or power of the Indemnified Party, reasonably required by the Indemnifying Party for its use solely in defending any Third Party Claim which it has elected to assume the investigation and defence of. The Indemnified Party shall cooperate on a timely basis with the Indemnifying Party in the defence of any Third Party Claim.

6.9 Exclusion of Other Remedies. Except as provided in this section 6.9, following Closing, the indemnities provided in section 6.2 and section 6.3 constitute the only remedy of the Purchaser, the Vendor Parent and the Vendor, respectively, against a Party in the event of any breach of a representation, warranty, covenant or agreement of such Party contained in this Agreement (other than with respect to any claims arising from fraud, criminal activity or wilful misconduct on the part of a Party hereto in connection with the transactions contemplated by this Agreement). The Parties may exercise their rights of termination in section 10.1 and their rights of indemnity in section 6.2 and section 6.3. This Article 6 shall remain in full force and effect in all circumstances in accordance with its terms, including, without limitation, upon termination of this Agreement. The Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement may give rise to irreparable injury to a Party inadequately compensable in damages. Accordingly, in addition to the remedies in this Article 6, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without proof of actual damage (and without requirement of posting a bond or other security). Each of the Purchaser, the Vendor Parent and the Vendor expressly waives and renounces any other remedies whatsoever, whether at law or in equity, which it would otherwise be entitled to as against any other Party other than as set forth in this Article 6.

6.10 One Recovery. An Indemnified Party is not entitled to double recovery for any claims even though they may have resulted from the breach, inaccuracy or failure to perform of more than one of the representations, warranties, covenants and obligations of the Indemnifying Party in this Agreement.

6.11 Duty to Mitigate. Nothing in this Agreement in any way restricts or limits the general obligation at Applicable Law of an Indemnified Party to mitigate any loss which it may suffer or incur by reason of the breach, inaccuracy or failure to perform of any representation, warranty, covenant or obligation of the Indemnifying Party under this Agreement. If any claim can be reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, the Indemnified Party shall take all commercially reasonable steps to enforce such recovery, settlement or payment and the amount of any Damages of the Indemnified Party will be reduced by the amount of insurance proceeds actually recoverable by the Indemnified Party.

6.12 Adjustment to Purchase Price. Any payment made by the Vendor Parent or the Vendor as an Indemnifying Party pursuant to this Article 6 will constitute a dollar-for-dollar decrease of the Purchase Price and any payment made by the Purchaser as an Indemnifying Party pursuant to this Article 6 will constitute a dollar-for-dollar increase of the Purchase Price. For greater certainty, any such decrease or increase of the Purchase Price will be allocated among the Purchased Assets to which such payment by the Vendor Parent, the Vendor or the Purchaser, respectively, can reasonably be considered to relate or if such payment does not reasonably relate to a particular asset(s), such decrease or increase will be allocated to goodwill.

ARTICLE 7

CONDITIONS OF CLOSING

7.1 Conditions for the Benefit of the Vendor and the Vendor Parent. The Vendor and the Vendor Parent shall not be obligated to complete the sale of the Purchased Assets pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive

benefit of the Vendor and the Vendor Parent and may be waived, in whole or in part, by the Vendor Parent in its sole discretion:

- (a) the representations and warranties regarding the Purchaser contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein, however, if a representation and warranty is qualified by materiality or Material Adverse Effect, it must be true and correct in all respects after giving effect to such qualification; and the Purchaser shall also have executed and delivered a certificate to that effect;
- (b) the Purchaser shall have fulfilled or complied with, in all material respects, all covenants herein contained to be performed or caused to be performed by it at or prior to the Closing, and the Purchaser shall have delivered a certificate to that effect;
- (c) the receipt of the Exchange Approval and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein (including, without limitation, the Going Public Transaction), and all such approvals being in full force and effect;
- (d) the Financing shall have been completed;
- (e) the satisfaction or waiver of the closing conditions contained in the Amalgamation Agreement (except for completion of the transactions contemplated in this Agreement and such other conditions thereunder that by their nature are to be satisfied at the closing of the Going Public Transaction);
- (f) the Resulting Issuer shall have entered into the Investor Rights Agreement;
- (g) the Resulting Issuer shall have entered into the Royalty Agreement;
- (h) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Purchaser;
- (i) all proceedings to be taken in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Vendor and the Vendor Parent, and the Vendor and the Vendor Parent shall have received copies of all such instruments and other evidence as it may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith; and
- (j) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement, and there shall not exist any prohibition under Applicable Law or in equity against the completion of the transactions contemplated by this Agreement.

7.2 Conditions for the Benefit of the Purchaser. Purchaser shall not be obligated to complete the purchase of the Purchased Assets pursuant to this Agreement and the other transactions contemplated herein, unless each of the conditions listed below is satisfied, it being understood that the said conditions are included for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) the representations and warranties regarding the Vendor and the Vendor Parent contained in this Agreement shall be true and correct in all material respects as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein, however, if a representation and warranty is qualified by materiality or Material Adverse Effect, it must be true and correct in all respects after giving effect to such qualification and the Vendor and the Vendor Parent shall also have executed and delivered a certificate to that effect;
- (b) the Vendor and the Vendor Parent shall have fulfilled or complied with, in all material respects, all covenants herein contained to be performed or caused to be performed by them at or prior to the Closing, and Vendor and the Vendor Parent shall each have delivered a certificate to that effect;
- (c) the Vendor and the Vendor Parent having entered into and provided all information, forms, certificates, undertakings, agreements and other documents and instruments that may be required by the Exchange;
- (d) the receipt of the Exchange Approval and any other consents contemplated by this Agreement or otherwise necessary for this Agreement and the completion of the transactions contemplated herein (including, without limitation, the Going Public Transaction), and all such approvals being in full force and effect;
- (e) the Financing shall have been completed;
- (f) the satisfaction or waiver of the closing conditions contained in the Amalgamation Agreement (except for completion of the transactions contemplated in this Agreement and such other conditions thereunder that by their nature are to be satisfied at the closing of the Going Public Transaction);
- (g) there shall have been no event or change that has had or would be reasonably likely to have a Material Adverse Effect on the Vendor, the Vendor Parent or the Purchased Assets;
- (h) the Purchased Assets being free of all Encumbrances, other than Permitted Encumbrances, and the Purchaser being satisfied as to title to the Purchased Assets;
- (i) all proceedings to be taken in connection with the transactions contemplated by this Agreement shall be reasonably satisfactory in form and substance to the Purchaser and the Purchaser shall have received copies of all such instruments and other evidence as it may reasonably request in order to establish the consummation of such transactions and the taking of all proceedings in connection therewith; and

- (j) there shall have been no order made or any Legal Proceedings commenced or threatened for the purpose, or which could have the effect, of preventing or restraining the completion of the transactions contemplated by this Agreement and there shall not exist any prohibition under Applicable Law or in equity against the completion of the transactions contemplated by this Agreement.

ARTICLE 8

POST-CLOSING COVENANTS

8.1 Access to Books and Records. For a period of three years from the Closing Date or for such longer period as may be required by Applicable Law, the Purchaser will retain all original books and records relating to the Purchased Assets that are transferred to the Purchaser under this Agreement. So long as any such books and records are retained by the Purchaser pursuant to this Agreement, the Vendor Parent has the right to inspect and to make copies (at its own expense) of them at any time upon reasonable request during normal business hours and upon reasonable notice for any *bona fide* purpose and without undue interference to the business operations of the Purchaser. The Purchaser has the right to have its representatives present during any such inspection.

8.2 Tax Filings.

- (a) The Purchaser and Vendor shall, if applicable, jointly execute and file an election under subsection 20(24) of the Tax Act in the manner required by subsection 20(25) of the Tax Act and under the equivalent or corresponding provisions of any other applicable provincial or territorial statute, in the prescribed forms and within the time period permitted under the Tax Act and under any other applicable provincial or territorial statute, as to such amount paid by Vendor to Purchaser for assuming future obligations. In this regard, Purchaser and Vendor acknowledge that a portion of the Purchased Assets transferred by the Vendor pursuant to this Agreement and having a value equal to the amount elected under subsection 20(24) of the Tax Act and the equivalent provisions of any applicable provincial or territorial statute, is being transferred by Vendor as a payment for the assumption of such future obligations by Purchaser.
- (b) The Vendor and Purchaser hereby covenant and agree to jointly execute an election under subsection 85(1) of the Tax Act (and any corresponding provision of applicable provincial income tax legislation) with respect to the sale, assignment, conveyance and transfer of the Purchased Assets hereunder and, for purposes of such election, the elected amount in respect of such property is to be the amount as determined by the Vendor. The Vendor and Purchaser agree to make and file such election(s) in prescribed form as soon as reasonably possible following the date hereof, provided that each election shall in any event be filed within the time period prescribed by the applicable legislation.

8.3 AOI. Each of the Vendor and the Vendor Parent covenants and agrees that for a period of two years from and after the Closing Date, it shall not, and shall not permit its affiliates to, directly, or indirectly, acquire (whether by staking, acquisition from any Person or otherwise) any Mineral Rights or real property rights, surface or access rights, licenses, permits or water rights, or any similar rights or interests, located wholly or partly within the AOI.

ARTICLE 9

CLOSING

9.1 The Closing shall take place at the offices of counsel to the Purchaser, Cassels, Brock & Blackwell LLP, Suite 220, HSBC Building, 885 West Georgia Street, Vancouver, British Columbia, at such time and date as may agreed to by the Parties.

9.2 At the Closing, the Vendor and the Vendor Parent shall deliver or cause to be delivered to the Purchaser the following documents:

- (a) evidence, in form and substance satisfactory to counsel for the Purchaser, that the board of directors of the Vendor and the Vendor Parent, respectively, and the Vendor Parent, as sole shareholder of the Vendor, have approved this Agreement and the transactions contemplated herein and hereby;
- (b) a certificate signed by a senior officer of the Vendor confirming that:
 - (i) the representations and warranties of the Vendor in this Agreement are true and correct in all material respects as of the Closing Date, as more particularly set forth in section 7.1(a);
 - (ii) the covenants and conditions of the Vendor to be performed and observed in this Agreement prior to or at Closing have been performed and observed in all material respects, as more particularly set forth in section 7.1(b);
- (c) a certificate signed by a senior officer of the Vendor Parent confirming that:
 - (i) the representations and warranties of the Vendor Parent in this Agreement are true and correct in all material respects as of the Closing Date, as more particularly set forth in section 7.1(a);
 - (ii) the covenants and conditions of the Vendor to be performed and observed in this Agreement prior to or at Closing have been performed and observed in all material respects, as more particularly set forth in section 7.1(b);
- (d) an executed copy of the Investor Rights Agreement;
- (e) an executed copy of the Royalty Agreement;
- (f) evidence that the Vendor and Vendor Parent have agreed to the Escrow Arrangements, in form and content satisfactory to the Exchange;
- (g) a certificate of good standing or equivalent document under applicable corporate law with respect to the Vendor and the Vendor Parent;
- (h) all documents as may be required to convey to the Purchaser a 100% undivided registered and beneficial interest in the Property, free and clear of any and all Encumbrances, other than the Permitted Encumbrances, and all such other specific assignments, transfers or further assurances as the Purchaser may reasonably require to obtain recorded and/or registered title to the Property (collectively, the “**Documents of Conveyance**”);

- (i) such other documents and instruments in connection with the Closing as may be reasonably requested by the Purchaser.

9.3 At Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the following documents:

- (a) evidence, in form and substance satisfactory to counsel for the Purchaser, that the board of directors of the Purchaser has approved this Agreement and the transactions contemplated herein and hereby;
- (b) the Exchange Approval;
- (c) a certificate signed by a senior officer of the Purchaser confirming that:
 - (i) the representations and warranties of the Purchaser in this Agreement are true and correct in all material respects as of the Closing Date, as more particularly set forth in section 7.1(a);
 - (ii) the covenants and conditions of the Purchaser to be performed and observed in this Agreement prior to or at Closing have been performed and observed in all material respects, as more particularly set forth in section 7.2(b);
- (d) an executed copy of the Investor Rights Agreement;
- (e) an executed copy of the Royalty Agreement;
- (f) evidence that certain existing shareholders of the Purchaser as well as affiliates and insiders of the Resulting Issuer following the Going Public Transaction (as set forth in Schedule H) have agreed to the Escrow Arrangements, in form and content satisfactory to the Exchange;
- (g) a certificate of good standing or equivalent document under applicable corporate law with respect to the Purchaser;
- (h) share certificates representing the Consideration Shares issued pursuant to section 2.2; and
- (i) such other documents and instruments in connection with the Closing as may be reasonably requested by the Vendor Parent.

ARTICLE 10

TERMINATION

10.1 This Agreement may be terminated by the mutual consent of the Parties or in the following circumstances by written notice given by the terminating Party to the other Parties hereto:

- (a) by either the Vendor Parent or the Purchaser, if the Closing has not occurred on or before the Outside Date or such later date as may be mutually agreed by the Purchaser and the Vendor Parent, provided that a Party may not terminate this Agreement pursuant to this section 10.1(a) if the failure of the Closing Date to so

occur has been caused by, or is a result of, a breach by such Party of any of its representations or warranties or the failure of such Party to perform any of its covenants or agreements under this Agreement;

- (b) by either the Vendor Parent or the Purchaser, if after the date of this Agreement, any Applicable Law is enacted, made, enforced or amended, as applicable, that makes the consummation of the transactions contemplated herein illegal or otherwise prohibits or enjoins the Vendor Parent, Vendor or the Purchaser from consummating the transactions contemplated herein, and such Applicable Law has, if applicable, become final and non-appealable, provided that the Party seeking to terminate this Agreement pursuant to this section 10.1(b) has used its reasonable best efforts to, as applicable, appeal or overturn such Applicable Law or otherwise have it lifted or rendered non-applicable in respect of the transactions contemplated herein and provided further that the enactment, making, enforcement or amendment of such Applicable Law was not primarily due to the failure of such Party to perform any of its covenants or agreements under this Agreement.
- (c) by the Vendor Parent, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Purchaser under this Agreement occurs that would cause any condition in section 7.1(a) or section 7.1(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); provided that any wilful breach shall be deemed to be incapable of being cured and provided that neither the Vendor Parent nor the Vendor is then in breach of this Agreement so as to cause any condition in section 7.2(a) or section 7.2(b) not to be satisfied;
- (d) by the Purchaser, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of the Vendor Parent or the Vendor under this Agreement occurs that would cause any condition in section 7.2(a) or section 7.2(b) not to be satisfied, and such breach or failure is incapable of being cured or is not cured within thirty (30) days after such notice (or such longer period as may be reasonably required to cure the default given the nature or circumstances thereof); provided that any wilful breach shall be deemed to be incapable of being cured and provided that the Purchaser is not then in breach of this Agreement so as to cause any condition section 7.1(a) or 7.1(b) not to be satisfied.

10.2 Each Party's right of termination is in addition to and not in derogation or limitation of any other rights, claims, causes of action or other remedy that such Party may have under this Agreement or otherwise at law or in equity with respect to such termination and any misrepresentation, breach of covenant or indemnity contained herein.

ARTICLE 11

NOTICES

11.1 Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by courier, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

- (a) If to the Vendor or the Vendor Parent:

WESDOME GOLD MINES LTD.

Suite 1200, 220 Bay Street,
Toronto, Ontario
M5J 2W4

Attention: Duncan Middlemiss
Email: dmiddlemiss@wesdome.ca

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

STIKEMAN ELLIOTT LLP

5300 Commerce Court West, 199 Bay Street
Toronto, Ontario
M5L 1B9

Attention: Steven D. Bennett
Email: sbennett@stikeman.com

- (b) If to the Purchaser at:

GOLDSHORE RESOURCES INC.

Suite 2200, 885 West Georgia Street
Vancouver, British Columbia
V6C 3E8

Attention: Galen McNamara
Email: galen.mcnamara@gmail.com

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

CASSELS BROCK & BLACKWELL LLP

Suite 2200, 885 West Georgia Street
Vancouver, British Columbia
V6C 3E8

Attention: Sam Cole
Email: scole@cassels.com

and such shall be deemed to have been given (i) if effected by personal delivery, courier or email or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

11.2 A Party may at any time in the above manner give notice to the other Parties of any change of address and after the giving of such notice the address or addresses specified shall be the address of such Party for the purpose of giving notice hereunder.

ARTICLE 12

EXPENSES

12.1 Each of the Parties hereto shall bear all expenses incurred by such party in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their legal counsel, accountants, financial and investment advisors, brokers and finders.

ARTICLE 13

GENERAL

13.1 This Agreement (including the Schedules hereto) constitutes the entire agreement among the Parties and replaces and supersedes all prior agreements, memoranda, correspondence, communications, negotiations and representations, whether oral or written, express or implied, statutory or otherwise among the Parties with respect to the subject matter herein, including, for the avoidance of doubt, the LOI.

13.2 The Parties shall from time to time prior to or after Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the intent of this Agreement.

13.3 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the Parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

13.4 Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

13.5 The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the Parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

13.6 This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any Party hereto without the express written consent of the other Parties hereto; provided, however, that the Purchaser shall be entitled to assign this Agreement to ShellCo in accordance with section 5.4(h) without the consent of the Vendor Parent and the Vendor following delivery of prior written notice thereof. This Agreement shall enure to the benefit of and be binding upon the Parties hereto and their respective successors and permitted assigns.

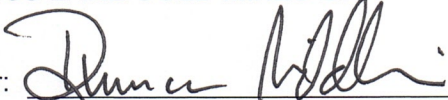
13.7 This Agreement shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all Legal Proceedings, this Agreement shall be deemed to have been made and performed in British Columbia, and the Parties hereby irrevocably agree that the courts of the British Columbia shall have exclusive jurisdiction to entertain any action arising under this Agreement.

13.8 This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

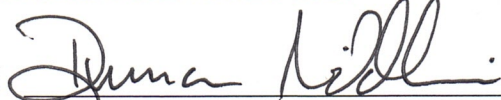
[SIGNATURE PAGE TO FOLLOW]

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

MOSS LAKE GOLD MINES LTD.

Per: 
Duncan Middlemiss
President

WESDOME GOLD MINES LTD.

Per: 
Duncan Middlemiss
President and Chief Executive Officer

GOLDSHORE RESOURCES INC.

Per: 
Galen McNamara
Director

Schedule A

Excluded Assets

The Purchased Assets do not include any of the following assets (collectively, the “**Excluded Assets**”):

1. all cash and cash equivalents of the Vendor Parent and the Vendor;
2. the minute books and corporate records of the Vendor Parent and the Vendor; and
3. the name “Moss Lake Gold Mines Ltd.”, either alone or as part of any trade name or trademark which is or has been used in the Purchased Assets.

Schedule B Existing Royalties

The following agreements defined in accordance with the attached PDF hereto:

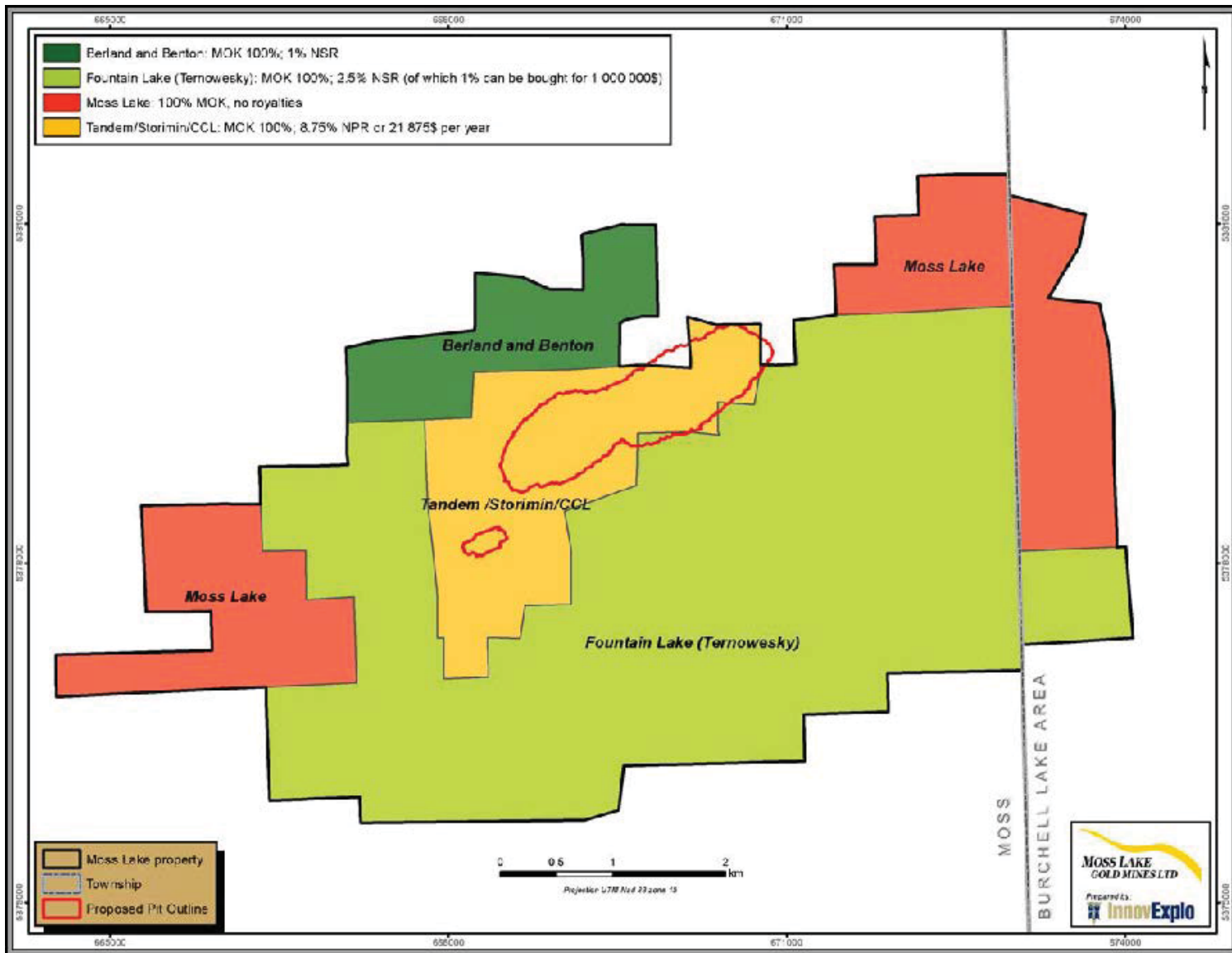
1. Agreement dated January 18, 1980 between Stanley G. Hawkins, Donald J. Kemp, Belore Mines Limited, Huronian Mines Limited, Harry Lundmark, John Woynarski, and John E. Halonen, as amended ("**Tandem/Storimin/CCL**").
2. NSR royalty agreement dated September 20, 1999 between Moss Lake Gold Mines Ltd. and John Edward Ternowesky, Eugene Omer Belisle, and Noel Belisle ("**Fountain Lake Ternowesky**").
3. Net smelter returns royalty agreement dated April 23, 2015 among Coldstream Mineral Ventures Corp., Canoe Mining Ventures Corp. and SPG Royalties Inc., as assigned to Moss Lake Gold Mines Ltd. pursuant to an assignment and assumption of royalty agreement dated October 17, 2016 between SPG Royalties Inc., Coldstream Mineral Ventures Corp., Canoe Mining Ventures Corp., Moss Lake Gold Mines Ltd. and Wesdome Gold Mines Inc. ("**Patrick Sheridan**").
4. Net smelter royalty agreement between Canoe Mining Ventures Corp. and Glencore Canada Corporation ("**Glencore**").
5. Property option agreement dated March 3, 2003 between Ken Kukkee, East West Resource Corp. and Maple Minerals Corp. ("**Ken Kukkee**").
6. Property option agreement dated January 20, 2003 between Costy Bumbu, James A. Martin and East West Resource Ltd. ("**Bumbu and Martin**").
7. Settlement agreement dated October 7, 2014 between Alto Ventures Ltd., Canoe Mining Ventures Corp. and Coldstream Mineral Ventures Corp. ("**Alto Ventures**").
8. Property option agreement dated May 3, 2006 between Canadian Golden Dragon Resources Ltd. and Alto Ventures Ltd. as amended ("**Canadian Golden Dragon/Trillium Resources**").
9. Assets purchase agreement dated May 8, 2006 between Dino D'Angelo and Peter G.F. Young and Alto Ventures Ltd. ("**D'Angelo and Young**").
10. Option to purchase agreement on the Kukkee Burchell Lake Property dated July 20, 2009 between Ken Kukkee and Alto Ventures Ltd. ("**Burchell Lake Area Ken Kukkee**").

Unavailable Agreements

11. A copy of the royalty agreement referred to as "**John Prochneau/New Hawk**" in the attached PDF hereto was not located at the time of the acquisition of the related claims in 2016. A title opinion was received at such time that opined that the royalty was not

registered on title.

12. A copy of the royalty agreement referred to as "**Larry Mealy**" in the attached PDF hereto was not located at the time of the acquisition of the related claims in 2016. A title opinion was received at such time that opined that the royalty was not registered on title.
13. A copy of the royalty agreement referred to as "**Berland and Benton**" in the attached PDF hereto is located in hard copy only at the office of the Vendor and will be located and provided to the Purchaser prior to Closing.



Township Area	Claim Number	Recording Date	Claim Due Date	Applicable NSR following Documents
AMES	4213405	2007-Feb-19	2018-Feb-19	Alto Ventures 1.5% NSR
AMES	4213406	2007-Feb-19	2018-Feb-19	Alto Ventures 1.5% NSR
AMES	4213407	2007-Feb-19	2018-Feb-19	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	1064687	2001-Aug-02	2018-Aug-02	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	1187652	2001-Nov-19	2018-Nov-19	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	1238679	2003-Feb-17	2018-Feb-17	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	1239688	2003-Feb-17	2018-Feb-17	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	1242511	2001-Dec-18	2018-Dec-18	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	1242602	2001-Jun-18	2018-Jun-18	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	3001508	2002-May-15	2018-May-15	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	3001509	2002-May-15	2018-May-15	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	3001510	2002-May-15	2018-May-15	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	3001769	2002-Aug-07	2018-Aug-07	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	3001789	2002-Aug-07	2018-Aug-07	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	3002013	2002-Aug-07	2018-Aug-07	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	3002051	2002-Aug-07	2018-Aug-07	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	3002157	2003-Apr-14	2018-Apr-14	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	3002158	2003-Apr-14	2018-Apr-14	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	3003343	2002-Aug-07	2018-Aug-07	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	3010485	2002-Sep-23	2018-Sep-23	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	3010486	2002-Sep-23	2018-Sep-23	Alto Ventures 0.5% NSR and Canadian Golden Dragon / Trillium Resources 3% NSR
BURCHELL LAKE AREA	4211656	2006-Mar-31	2019-Mar-31	Alto Ventures 0.5% NSR and D'Angilo and Young 2% NSR
BURCHELL LAKE AREA	4211658	2006-Mar-31	2018-Mar-31	Alto Ventures 0.5% NSR and D'Angilo and Young 2% NSR
BURCHELL LAKE AREA	4211659	2006-Mar-31	2018-Mar-31	Alto Ventures 0.5% NSR and D'Angilo and Young 2% NSR
BURCHELL LAKE AREA	4213408	2007-Feb-19	2018-Feb-19	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	4213409	2007-Feb-19	2018-Feb-19	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	4229150	2008-May-12	2018-May-12	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	4244461	2009-May-14	2018-May-14	Alto Ventures 0.5% NSR and Ken Kukkee 2% NSR
BURCHELL LAKE AREA	4244462	2009-May-14	2018-May-14	Alto Ventures 0.5% NSR and Ken Kukkee 2% NSR
BURCHELL LAKE AREA	4249671	2010-Mar-22	2018-Mar-22	Alto Ventures 0.5% NSR and Ken Kukkee 2% NSR
BURCHELL LAKE AREA	4260547	2011-Oct-20	2018-Oct-20	Alto Ventures 1.5% NSR
BURCHELL LAKE AREA	938975	1986-Nov-13	2018-Nov-13	Alto Ventures 0.5% NSR and Larry Mealy 1% NSR
BURCHELL LAKE AREA	938976	1986-Nov-13	2018-Nov-13	Alto Ventures 0.5% NSR and Larry Mealy 1% NSR
BURCHELL LAKE AREA	938977	1986-Nov-13	2018-Nov-13	Alto Ventures 0.5% NSR and Larry Mealy 1% NSR
CRAYFISH LAKE AREA	4250280	2009-Sep-09	2018-Sep-09	Alto Ventures 0.5% NSR and Ken Kukkee 2% NSR

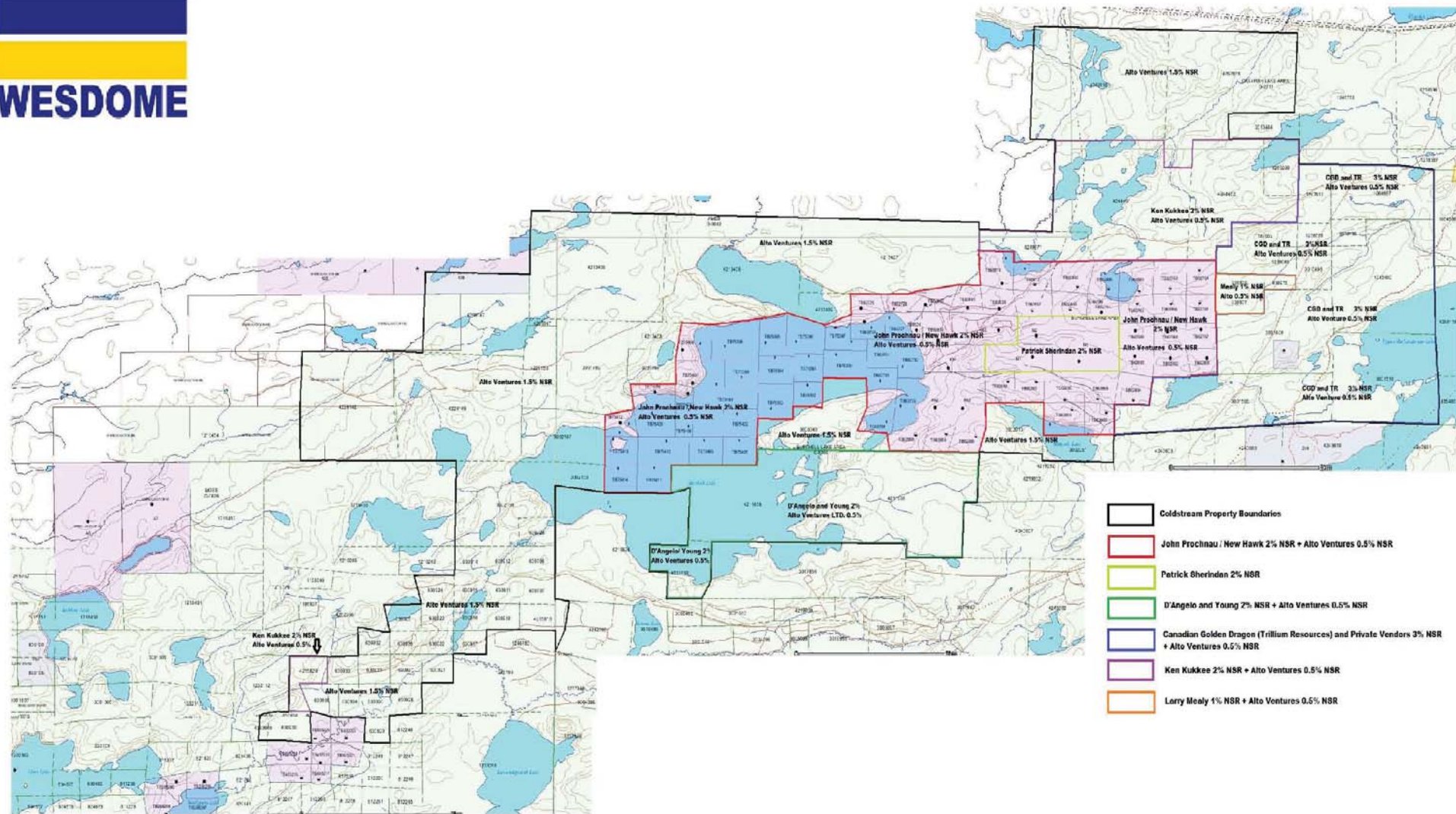
Township Area	Claim Number	Recording Date	Claim Due Date	Applicable NSR following Documents
CRAYFISH LAKE AREA	4262838	2011-Mar-23	2018-Mar-23	Alto Ventures 1.5% NSR
CRAYFISH LAKE AREA	4262839	2011-Mar-23	2018-Mar-23	Alto Ventures 1.5% NSR
MOSS	3002159	2003-Apr-14	2018-Apr-14	Alto Ventures 1.5% NSR
MOSS	4215810	2008-May-15	2018-May-15	Alto Ventures 1.5% NSR
MOSS	4215829	2008-Jul-22	2018-Jul-22	Alto Ventures 0.5% NSR and Ken Kukkee 2% NSR
MOSS	4229148	2008-May-12	2018-May-12	Alto Ventures 1.5% NSR
MOSS	4229149	2008-May-12	2018-May-12	Alto Ventures 1.5% NSR
MOSS	4262980	2011-Jun-10	2018-Jun-10	Alto Ventures 1.5% NSR
MOSS	4266047	2011-Oct-20	2018-Oct-20	Alto Ventures 1.5% NSR
MOSS	630797	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630798	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630799	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630910	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630911	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630912	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630914	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630915	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630916	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630917	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630921	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630922	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630923	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630924	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630925	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630926	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630927	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630928	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630929	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630930	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630931	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630932	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630933	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630934	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630935	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR
MOSS	630936	1982-Feb-15	2018-Feb-15	Alto Ventures 1.5% NSR

Township Area	Patent Number	Applicable NSR following Documents
BURCHELL LAKE AREA	TB9524	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62727	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62728	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62729	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62730	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62731	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62732	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62733	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62734	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62735	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62761	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62762	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62763	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62764	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62765	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62766	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62767	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62768	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62769	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62885	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62886	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62887	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62888	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62889	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62890	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62891	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62892	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62893	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62894	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR

Township Area	Patent Number	Applicable NSR following Documents
BURCHELL LAKE AREA	TB62895	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62896	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62897	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB62898	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB68813	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB68814	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75390	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75391	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75392	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75393	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75394	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75395	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75396	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75397	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75398	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75399	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75400	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75401	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75402	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75403	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75404	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75405	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75406	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75407	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75408	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75409	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75410	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75411	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75412	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR

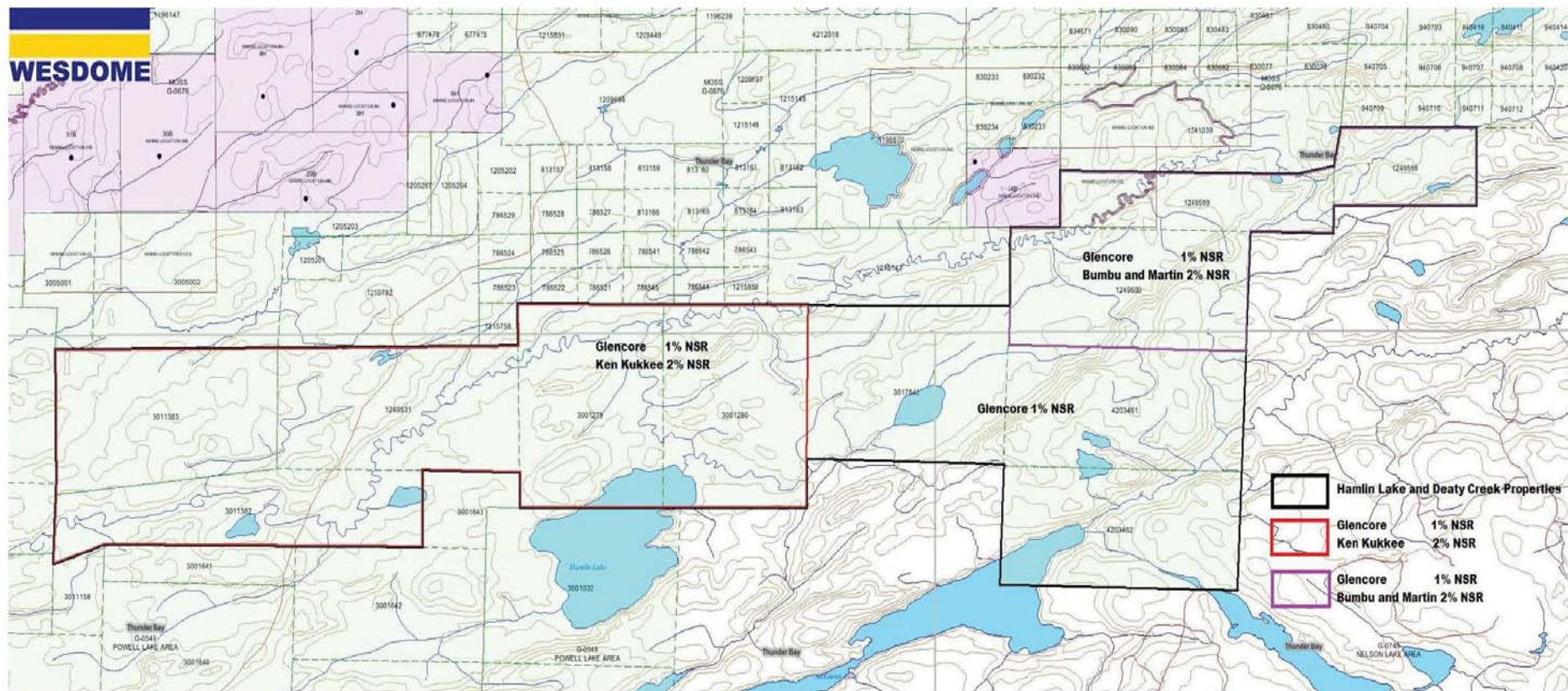
Township Area	Patent Number	Applicable NSR following Documents
BURCHELL LAKE AREA	TB75413	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB75414	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB82836	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB82837	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB82838	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB82838	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB82839	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB82840	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	TB82841	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	K62	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	K63	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	K64	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	K65	Alto Ventures 0.5% NSR and John Prochneau / New Hawk 2% NSR
BURCHELL LAKE AREA	N1	Patrick Sheridan 2%NSR
BURCHELL LAKE AREA	N2	Patrick Sheridan 2%NSR
BURCHELL LAKE AREA	N3	Patrick Sheridan 2%NSR

74 Claim Numbers



Township Area	Claim Number	Recording Date	Claim Due Date	Applicable NSR following Documents
MOSS	1249598	2002-May-23	2017-May-23	Glencore 1% NSR and Bumbu and Martin 2% NSR
MOSS	1249599	2002-May-23	2017-May-23	Glencore 1% NSR and Bumbu and Martin 2% NSR
MOSS	1249600	2002-May-23	2017-May-23	Glencore 1% NSR and Bumbu and Martin 2% NSR
MOSS	3001279	2002-Jul-10	2017-Jul-10	Glencore 1% NSR and Ken Kukkee 2% NSR
MOSS	3001280	2002-Jul-10	2017-Jul-10	Glencore 1% NSR and Ken Kukkee 2% NSR
MOSS	3017845	2005-Feb-08	2017-Feb-08	Glencore 1% NSR
NELSON LAKE AREA	4203461	2005-Apr-19	2017-Apr-19	Glencore 1% NSR
NELSON LAKE AREA	4203462	2005-Apr-19	2017-Apr-19	Glencore 1% NSR
POWELL LAKE AREA	1249531	2002-Aug-01	2017-Aug-01	Glencore 1% NSR and Ken Kukkee 2% NSR
POWELL LAKE AREA	3011382	2003-Mar-03	2017-Mar-03	Glencore 1% NSR and Ken Kukkee 2% NSR
POWELL LAKE AREA	3011383	2003-Mar-03	2017-Mar-03	Glencore 1% NSR and Ken Kukkee 2% NSR

11 Claim Numbers



Schedule C
Investor Rights Agreement

See attached.

INVESTOR RIGHTS AGREEMENT

WESDOME GOLD MINES LTD.

- and -

GOLDSHORE RESOURCES INC.

_____, 2021

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INVESTOR RIGHTS AGREEMENT

THIS AGREEMENT is dated as of the ____ day of _____, 2021.

BETWEEN:

WESDOME GOLD MINES LTD., a company existing under the laws of the Province of Ontario, and having an office located at Suite 1200, 220 Bay Street, Toronto, Ontario M5J 2W4

(the “**Investor**”)

AND:

GOLDSHORE RESOURCES INC., a company existing under the laws of the Province of British Columbia and having an office located at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8

(the “**Company**” and together with the Investor, the “**Parties**”, and each a “**Party**”)

WHEREAS Goldshore Resources Inc. (“**Goldshore**”) and the Investor have entered into an asset purchase agreement dated January 25, 2021 (the “**Purchase Agreement**”) pursuant to which the Company purchased the Purchased Assets (as defined in the Purchase Agreement) from the Investor and the Investor’s wholly-owned subsidiary, Moss Lake Gold Mines Ltd., and in partial satisfaction of the purchase price, the Company issued to the Investor ● common shares in the capital of the Company;

AND WHEREAS Goldshore and the Company have entered into an amalgamation agreement dated January 25, 2021 pursuant to which the Company has acquired Goldshore;

AND WHEREAS after giving effect to such issuance, and to the other transactions contemplated by the Purchase Agreement the Investor is the holder of ● common shares in the capital of the Company representing approximately 30% of the issued and outstanding common shares, on a non-diluted basis;

AND WHEREAS the Parties wish to enter into this Agreement to provide for the matters set out herein, including provisions with respect to the nomination rights set forth herein with respect to the nomination of individuals to be elected as directors to the Board (as defined below), governance matters and other shareholder rights;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants, agreements and premises herein contained, and other good and valuable consideration (the receipt and sufficiency whereof being hereby acknowledged by each party), the Parties hereto do hereby covenant and agree as follows:

ARTICLE 1 **INTERPRETATION**

1.1 Definitions

For the purposes of this Agreement, unless the context otherwise requires, the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“Act” means the *Business Corporations Act* (British Columbia);

“Affiliate” has the meaning ascribed to such term in the Act, as in effect on the date of this Agreement;

“Applicable Laws” means any applicable Canadian or foreign federal, provincial, state or local statute, regulation, rule, by-law, ordinance, order, policy or consent, including the common law, as well as any other enactment, treaty, official directive or guideline issued by a Governmental Authority, and the terms and conditions of any permit, licence or similar document or approval issued by a Governmental Authority, and shall also include any order, judgment, decree, injunction, ruling, award or declaration, or other decision of whatsoever nature of a court, administrative or quasi-judicial tribunal, an arbitrator or arbitration panel or a Governmental Authority of competent jurisdiction that is not subject to appeal or that has not been appealed within the requisite time therefor, and for greater certainty, includes, without limitation, Canadian Securities Laws;

“Board” means the board of directors of the Company;

“Bought Deal” means a fully underwritten offering on a bought deal basis pursuant to which an underwriter has committed to purchase securities of the Company pursuant to a “bought deal” letter prior to the filing of a preliminary prospectus or prospectus supplement or a distribution pursuant to an overnight marketed offering;

“Business Day” means any day, other than: (a) a Saturday, Sunday or statutory holiday in the Province of British Columbia or the Province of Ontario; or (b) a day on which banks are generally closed in the Province of British Columbia or the Province of Ontario;

“Canadian Securities Authorities” means the “Canadian securities regulatory authorities” as defined in National Instrument 14-101 – *Definitions*, and any of their successors, including the Capital Markets Regulatory Authority pursuant to the Cooperative Capital Markets Regulatory System;

“Canadian Securities Laws” means the applicable securities legislation of each of the provinces and territories of Canada and all published regulations, policy statements, orders, rules, instruments, rulings and interpretation notes issued thereunder or in relation thereto, as the same may hereafter be amended from time to time or replaced;

“Common Shares” means the common shares in the capital of the Company issued and outstanding from time to time and includes any common shares that may be issued hereafter;

“Company” shall have the meaning set out in the preamble hereto;

“Convertible Securities” means any security convertible, exchangeable or exercisable for or into, with or without consideration, Common Shares or other equity or voting securities of the Company, including any warrants, options or other rights issued by the Company and, for greater certainty, including any securities issued under any equity incentive compensation arrangements;

“Exchange” means the Canadian Securities Exchange, the TSX Venture Exchange, the Toronto Stock Exchange, or such other stock exchange where the Common Shares are listed from time to time;

“Excluded Event” shall have the meaning set out in section 4.5;

“Escrow Arrangement” has the meaning ascribed to such term in the Purchase Agreement;

“Exercise Notice” shall have the meaning set out in section 4.3;

“Goldshore” shall have the meaning set out in the preamble hereto;

“Governmental Authority” means any: (a) multinational, federal, provincial, state, regional, municipal, local or other government, governmental or public department, ministry, central bank, court, tribunal, arbitral body, bureau or agency, domestic or foreign; (b) subdivision, agent, commission, board, or authority of any of the foregoing; or (c) quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the foregoing, including any stock exchange or self-regulatory authority;

“Investor” shall have the meaning set out in the preamble hereto;

“Investor Expenses” shall have the meaning set out in section 3.6;

“Investor Nominee” shall have the meaning set out in section 2.1(b);

“Investor Piggyback Registration” shall have the meaning set out in section 3.1(a);

“Investor Piggyback Registration Request” shall have the meaning set out in Section 3.1(a);

“Issuance” shall have the meaning set out in section 4.1;

“Maximum Offering Size” shall have the meaning set out in section 3.4;

“Notice Period” shall have the meaning set out in section 4.3;

“Offered Securities” means any equity or voting securities, or securities convertible into, exercisable or exchangeable for equity or voting securities, of the Company;

“Offering” shall have the meaning set out in section 4.1;

“Offering Notice” shall have the meaning set out in section 4.1;

“Ownership Percentage” means, at any time, the Investor’s percentage ownership interest in the equity capital of the Company, which shall be calculated by dividing (y) the number of Common Shares held, directly or indirectly, by the Investor, by (z) the total number of Common

Shares issued and outstanding at such time; provided that in the case of both (y) and (z), the number of Common Shares used in the calculation will assume the exercise and/or conversion, by the Investor only, of any Convertible Securities held by the Investor at such time (regardless of the exercise or conversion price);

“Participation Right” shall have the meaning set out in section 4.2;

“Party” and **“Parties”** shall have the meanings set out in the preamble hereto;

“Person” means any individual, sole proprietorship, partnership, unincorporated association, unincorporated syndicate, unincorporated organization, trust, company, corporation or other body corporate, union, Governmental Authority and a natural person in his capacity as trustee, executor, administrator, or other legal representative;

“Purchase Agreement” shall have the meaning set out in the recitals;

“Registration” means the qualification of securities for distribution under Canadian Securities Laws (or any of them) by way of a prospectus prepared in accordance with the applicable Canadian Securities Laws;

“Sale Shares” shall have the meaning set out in section 5.1(a);

“Standstill Period” shall have the meaning set out in section 5.2(a); and

“Transfer” shall have the meaning set out in section 5.1(a).

1.2 Rules of Construction

Except as may be otherwise specifically provided in this Agreement and unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an “Article” or “section” followed by a number or letter refer to the specified Article or section to this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and *vice versa* and words importing the use of any gender shall include all genders;
- (e) the word “including” is deemed to mean “including without limitation”;
- (f) the terms “party” and “the parties” refer to a party or the parties to this Agreement;
- (g) any reference to this Agreement means this Agreement as amended, modified, replaced or supplemented from time to time;

- (h) any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;
- (i) all dollar amounts refer to Canadian dollars;
- (j) any time period within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends; and
- (k) whenever any action is required to be taken or period of time is to expire on a day other than a Business Day, such action shall be taken or period shall expire on the next following Business Day.

1.3 Entire Agreement

This Agreement and the Purchase Agreement constitute the entire agreement between the Parties with respect to the subject matter hereof and thereof and supersede all prior agreements, understandings, negotiations and discussions, whether written or oral, between the Parties. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided in the aforesaid agreements.

1.4 Time of Essence

Time shall be of the essence of this Agreement.

1.5 Governing Law and Submission to Jurisdiction

- (a) This Agreement shall be interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of British Columbia and the federal laws of Canada applicable in that province.
- (b) Each of the Parties irrevocably and unconditionally: (i) submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia over any action or proceeding arising out of or relating to this Agreement; (ii) waives any objection that it might otherwise be entitled to assert to the jurisdiction of such courts; and (iii) agrees not to assert that such courts are not a convenient forum for the determination of any such action or proceeding.

1.6 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby are not affected in any manner materially adverse to either Party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the

original intent of the Parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

ARTICLE 2

BOARD OF DIRECTORS

2.1 Nomination Right

- (a) As of the date hereof and for so long as the Investor's Ownership Percentage is at least 10%, the Board shall consist of 8 directors. The number of directors on the Board shall not be increased without the consent in writing of the Investor, such consent not to be unreasonably withheld.
- (b) For so long as the Investor's Ownership Percentage is at least 10%, the Investor shall be entitled to designate two nominees to each serve as a director of the Company, provided that any such nominee consents in writing to serve as a director and is eligible under the Act to serve as a director (each such nominee, an "**Investor Nominee**"), for election or appointment to the Board.
- (c) Subject to section 2.1(a), the Company covenants and agrees, upon 10 days' written notice by the Investor to the Company, to forthwith take all necessary steps, including increasing the size of the Board or causing the resignation of a director, to cause the appointment of the two individuals selected by the Investor to serve on the Board as the Investor Nominees until the next annual meeting of the Company's shareholders, and in the event that it is necessary to seek shareholder approval for the election of the Investor Nominees, the Company shall call and hold a meeting of its shareholders to consider the election of the Investor Nominees as soon as reasonably practicable, and in any event such meeting shall be held within 75 days of the Company receiving such written notice by the Investor. Notwithstanding the foregoing, if the Exchange objects to an Investor Nominee, such Investor Nominee will resign as a director of the Company. The Company shall advise the Investor of the date on which proxy solicitation materials are to be mailed for the purpose of any meeting of shareholders at which directors of the Company are to be elected at least twenty-five Business Days prior to such mailing date and the Investor shall advise the Company of its Investor Nominees at least fifteen Business Days prior to the meeting date. If the Investor does not advise the Company of the identity of its Investor Nominees prior to any such deadline, then the Investor will be deemed to have nominated its incumbent nominees.

2.2 Management to Endorse and Vote

- (a) The Company shall use commercially reasonable efforts to ensure that each Investor Nominee is elected to the Board.
- (b) The Company agrees that management of the Company shall, in respect of every meeting of the shareholders at which directors of the Company are to be elected, and at every reconvened meeting following an adjournment thereof or postponement thereof, endorse and recommend the Investor Nominees identified in the proxy materials for election to the Board, and shall vote the Common Shares and any other shares of the Company entitled to vote in the election of directors in

respect of which management is granted a discretionary proxy in favour of the election of such Investor Nominees to the Board at every such meeting, and the Company shall use its commercially reasonable efforts to cause management to vote their Common Shares and any other shares of the Company entitled to vote in the election of directors in favour of the election of such Investor Nominees to the Board at every such meeting.

- (c) If any director designated by the Investor resigns, is removed, or is unable to serve for any reason prior to the expiration of his or her term as a director, then the Investor shall be entitled to designate a replacement to be appointed by the Board as a director as soon as reasonably practicable, except if the Investor would have otherwise ceased to be entitled to designate such Investor Nominee pursuant to the terms hereof.

2.3 Director Compensation and Expenses

- (a) No Investor Nominee who is an officer or employee of the Company shall be entitled to any compensation for his or her service as a director or on any committee of the Board.
- (b) The Company shall compensate an Investor Nominee on the same terms and conditions as an independent director of the Board, that is not an Investor Nominee, in the ordinary course.
- (c) The Company shall reimburse all directors (including all of the Investor Nominees) for all reasonable out-of-pocket expenses incurred in connection with the attendance at meetings of the Board and any committees thereof, including without limitation, travel, lodging and meal expenses.
- (d) The Company shall obtain customary director liability insurance on commercially reasonable terms for all directors including all of the Investor Nominees.
- (e) The Company shall provide customary director indemnities as permitted by the Act to all directors including all of the Investor Nominees.

ARTICLE 3 REGISTRATION RIGHTS

3.1 Piggyback Registration.

- (a) Subject to the limitations of this Article 3 and the Escrow Arrangements, for so long as the Investor's Ownership Percentage is at least 10%, if the Company at any time and from time to time following the date hereof proposes to qualify, distribute or register any securities of the Company under any of the Canadian Securities Laws in a form and manner which would permit qualification of Common Shares held by the Investor (an "**Investor Piggyback Registration**"), the Company shall give prompt written notice to the Investor of its intention to do so and, subject to section 3.4, shall include in such qualification or registration all Common Shares in respect of which the Company has received from the Investor a written request from the Investor for inclusion therein within 10 Business Days (2 Business Days in the case of a Bought Deal to be undertaken by way of a short form prospectus

or shelf prospectus supplement) after the receipt of the Company's notice. The written request by the Investor for inclusion in the Investor Piggyback Registration shall hereinafter be referred to as a "**Investor Piggyback Registration Request**".

- (b) The Company's notice shall include the particulars of the proposed offering, if available, including the proposed jurisdictions in which such distribution is to be effected, the estimated number and type of securities of the Company proposed to be issued, the range of the estimated offering price per security, the proposed plan of distribution and the proposed terms of the underwriting or agency arrangements, to the extent known.
- (c) The Company shall have the right to select the investment banker(s) and manager(s) to administer the offering from treasury and of the Common Shares which are subject to the Investor Piggyback Registration.
- (d) The Company shall also provide to the Investor any current draft preliminary prospectus or draft base shelf prospectus supplement as applicable, if available, and any current draft engagement letter in respect of a Bought Deal, underwriting agreement or agency agreement, if available, relating to the proposed offering.

3.2 Registration Procedures.

Upon receipt of an Investor Piggyback Registration Request in accordance with and subject to the provisions of this Article 3, the Company will use commercially reasonable efforts to effect the Registration of the Common Shares which are the subject of the Investor Piggyback Registration Request (as may be reduced under section 3.4) and pursuant thereto the Company will as expeditiously as reasonably possible and to the extent necessary by virtue of the Canadian Securities Laws of the jurisdictions in which the Registration is to be effected:

- (a) prepare and file a preliminary prospectus or similar document in each jurisdiction in which the Registration is to be effected as consented to by the Company and such other related documents (including exhibits, financial statements, and ancillary materials, where applicable) as may be necessary or appropriate relating to the proposed distribution;
- (b) furnish to the Investor copies of the preliminary prospectus, prospectus, or any amendments or supplements thereto, including exhibits, financial statements and ancillary materials if applicable, and provide the Investor and the managing underwriter(s) and or agent(s) if any (and their respective counsel) with a reasonable opportunity to participate in the preparation of such documents and each amendment thereof or supplement thereto in accordance with section 3.8;
- (c) notify the Investor and the managing underwriter(s) and or agent(s), if any, and (if requested) confirm such advice in writing as soon as practicable after notice thereof is received by the Company (A) when the preliminary prospectus and prospectus, and any amendment thereto, has been filed or been receipted (as applicable); (B) of any request by the Canadian Securities Authorities for amendments to the preliminary prospectus or prospectus or for additional information; (C) of the issuance by the Canadian Securities Authorities of any stop trade or cease trade order relating to the prospectus or any order preventing or suspending the use of any preliminary prospectus or prospectus or the initiation or

threatening of any proceedings for such purposes; and (D) of the receipt by the Company of any notification with respect to the suspension of the qualification of the Common Shares for offering or sale in any jurisdiction or the initiation or threatening of any proceeding for such purpose;

- (d) use commercially reasonable efforts, as soon as possible after any comments of the relevant Canadian Securities Authorities have been satisfied with respect thereto, to prepare and file under the Canadian Securities Laws a final prospectus, and receive a receipt therefor;
- (e) use commercially reasonable efforts to take all other steps and proceedings that may be necessary in order to qualify the applicable Common Shares for distribution under applicable Canadian Securities Laws by registrants who comply with the relevant provisions of such Canadian Securities Laws;
- (f) prepare and file with the relevant Canadian Securities Authorities such amendments and supplements to such preliminary prospectus and prospectus as may be necessary to comply with the provisions of Canadian Securities Laws with respect to the distribution of all Common Shares and other securities covered thereby;
- (g) during the period after the filing of a preliminary prospectus and before the completion of the distribution, immediately notify the Investor and the managing underwriter(s) and or agent(s), if any, of the happening of any event as a result of which the preliminary prospectus or the prospectus, as then in effect, would include an untrue statement of material fact or would omit a material fact necessary to make the statement therein (in the case of the prospectus in light of the circumstances under which they were made) when such prospectus was delivered not misleading, fails to constitute full, true and plain disclosure of all material facts regarding the Common Shares when such preliminary prospectus or prospectus was delivered, and as promptly as practicable, prepare and file with the Canadian Securities Authorities, and furnish to the Investor and the managing underwriter(s) and or agent(s), if any, a supplement or amendment to such preliminary prospectus or prospectus which will correct such information. The Company shall furnish to the Investor and the managing underwriter(s) and or agent(s), if any, a supplement or amendment to such preliminary prospectus or final prospectus which will correct such statement or omission or effect such compliance;
- (h) in the event of the issuance of any order or ruling suspending the effectiveness of a prospectus receipt or of any order suspending or preventing the use of any prospectus or suspending the qualification of any securities qualified by such prospectus for sale in any jurisdiction, the Company will notify the Investor and the managing underwriter(s) and or agent(s), if any, of such event and use commercially reasonable efforts to promptly obtain the withdrawal of such order or ruling; in the case of a secondary offering by the Investor, the Investor will not (until further notice) effect sales thereof or deliver any prospectus in respect of such sale after notification by the Company to the Investor under this section 3.2(h);
- (i) furnish to the Investor and the managing underwriter(s) and or agent(s), if any, without charge, as many commercial copies of the preliminary prospectus, prospectus and any amendment and supplement thereto, including financial

statements and schedules and all documents incorporated therein by reference, as such Persons may reasonably request, and such other documents as the Investor may reasonably request, in order to facilitate the distribution of the Common Shares (it being understood that the preliminary prospectus and the final prospectus or any amendment or supplement thereto may only be used by the Investor and the managing underwriter(s) and or agent(s), in connection with the offering and sale of the Common Shares covered by the preliminary prospectus and the final prospectus or any amendment or supplement thereto in accordance with Canadian Securities Laws and, if applicable, pursuant to the terms and conditions of an underwriting agreement in customary form to be entered into among the Company, the Investor and the underwriters, if any) and such other documents as the Investor may reasonably request in order to facilitate the distribution of the Common Shares;

- (j) in connection with any underwritten offering enter into customary agreements, including an underwriting agreement with the underwriter or underwriters, such agreements to contain such representations, warranties and indemnities by the Company and such other terms and provisions as are customarily contained in underwriting agreements with respect to secondary distributions;
- (k) use its commercially reasonable efforts to obtain a customary legal opinion, in the form and substance as is customarily given by external company counsel in securities offerings, addressed to the Investor and the underwriters, if any, and a customary "comfort letter" from the Company's auditor and/or the auditors of any financial statements included or incorporated by reference in a prospectus;
- (l) furnish to the Investor and the managing underwriter(s) and or agent(s), if any, such corporate certificates as are customarily furnished in securities offerings, and, in each case, covering substantially the same matters as are customarily covered in such documents in the relevant jurisdictions and such other matters as the Investor may reasonably request;
- (m) otherwise use commercially reasonable efforts to comply with all applicable policies, rules and regulations of the relevant Canadian Securities Authorities;
- (n) use its commercially reasonable efforts to cause all of the Common Shares to be listed and posted for trading on the principal securities exchange on which the Company's equity securities are then listed or quoted;
- (o) cause the senior officers and other representatives of the Company acceptable to the Investor, and the managing underwriter(s) and or agent(s), if any, on a reasonable basis, to be available for and participate in "road shows", institutional investor meetings, and similar events to support the sale of the Common Shares subject to the offering; and
- (p) use its commercially reasonable efforts to take such other actions and execute and deliver such other documents as may be reasonably necessary to give full effect to the rights of the Investor under this Article 3.

3.3 **Investor Obligations.**

- (a) The Investor will furnish to the Company such information regarding the distribution of the Common Shares and such other information relating to the Investor's ownership of Common Shares as the Company may from time to time reasonably request in writing in order to comply with Canadian Securities Laws in each jurisdiction in which an Investor Piggyback Registration is to be effected. The Investor agrees to furnish such information to the Company and to cooperate with the Company as necessary to enable the Company to comply with the provisions of this Agreement and Canadian Securities Laws. The Investor will promptly notify the Company when the Investor becomes aware of the happening of any event (insofar as it relates to the Investor or information provided by the Investor in writing for inclusion in the applicable prospectus) as a result of which the prospectus contains any untrue statement of a material fact or omits to state a material fact necessary to make the statement therein (in the case of the prospectus in light of the circumstances under which they were made) when such prospectus was delivered not misleading or, if for any other reason it will be necessary during such time period to amend or supplement the preliminary prospectus or the final prospectus in order to comply with Canadian Securities Laws.
- (b) The Investor will:
 - (i) comply with Canadian Securities Laws in connection with the Investor effecting trades (as defined under Canadian Securities Laws) in the Common Shares and the use of any preliminary prospectus, final prospectus or other qualification document;
 - (ii) comply with any applicable published policies, rules and regulations of the Canadian Securities Authorities and any stock exchange and over-the-counter market on which the Common Shares are then listed or quoted;
 - (i) promptly review and comment on any draft documents provided to the Investor under section 3.2 and section 3.8; and
 - (iii) in connection with any underwritten offering in connection with an Investor Piggyback Registration, enter into customary agreements, including an underwriting agreement with the underwriter or underwriters, such agreements to contain such representations, warranties and indemnities by the Investor and such other terms and provisions as are customarily contained in underwriting agreements with respect to secondary distributions.

3.4 **Underwriters' Cutback.**

If any Investor Piggyback Registration involves an underwritten or agency offering and the lead underwriter(s) or agent(s) advises the Company and the Investor in writing, following discussion and negotiation among such lead underwriter(s) or agent(s), the Company and the Investor (each acting reasonably and in good faith), that in its or their good faith reasonable judgment, the number of Common Shares that the Company and the Investor have requested to be included in such offering exceeds the number (the "**Maximum Offering Size**") that can be sold in such offering without being likely to have a material and adverse effect on the price, timing or

distribution of the Common Shares offered, or the market for the Company Shares, the Company shall include Common Shares in such qualification for distribution in the following priority to the extent possible, without causing the distribution to exceed the Maximum Offering Size:

- (a) first, such Common Shares the Company proposes to sell from treasury; and
- (b) second, after allowing for the inclusion of all of the Common Shares required under section 3.4(a), such Common Shares requested to be qualified for distribution by the Investor.

3.5 Withdrawal.

The Investor shall be entitled to withdraw its request for inclusion of its Common Shares in any Investor Piggyback Registration by giving written notice to the Company of its request, provided that (i) such request is made prior to the execution of an engagement letter in respect of a Bought Deal or underwriting agreement with respect to such offering, and (ii) such withdrawal is irrevocable and, after making such request, the Investor shall no longer have any right to include its Common Shares in the Investor Piggyback Registration pertaining to which the withdrawal was made.

3.6 Expenses.

All expenses incurred in connection with an Investor Piggyback Registration pursuant to section 3.1 (excluding underwriters' discounts and commissions in respect of Common Shares to be sold by the Investor and fees and disbursements of counsel to the Investor (the "**Investor Expenses**")), including, (i) fees payable to Canadian Securities Authorities, (ii) fees and expenses of compliance with Canadian Securities Laws, (iii) printing and copying expenses, (iv) messenger and delivery expenses, (v) expenses incurred in connection with any road show and marketing activities, (vi) fees and disbursements of counsel to the Company, (vii) fees and disbursements of all independent public accountants (including the expenses of any audit and/or "comfort" letter) and fees and expenses of any other special experts or advisors retained by the Company, (viii) translation expenses, and (ix) any other fees and disbursements of underwriters customarily paid by issuers or sellers of securities (but excluding the Investor Expenses), shall be borne by the Company.

3.7 Agreement Regarding Compliance with Canadian Securities Laws.

If, in connection with a secondary offering as herein contemplated, in the reasonable opinion of counsel to the Company it is necessary or appropriate in order to comply with any Canadian Securities Laws, the Company's obligations under this Article 3 shall be conditional upon the Investor and any underwriter or agent participating in such public sale or distribution, executing and delivering to the Company an appropriate agreement, in a form reasonably satisfactory to counsel for the Company, that such Person will comply with all prospectus delivery requirements of all relevant Canadian Securities Laws and with stabilization, anti-manipulation and similar provisions of the relevant Canadian Securities Laws and will furnish to the Company information about sales made in such public sale or distribution.

3.8 Preparation; Reasonable Investigation.

In connection with the preparation and filing of any preliminary prospectus, prospectus or similar document in connection with an Investor Piggyback Registration as herein contemplated, the

Company will give the Investor and the applicable underwriters or agents, if any, and their respective counsel, auditors and other representatives, the opportunity to participate in the preparation of such documents and each amendment thereof or supplement thereto, and shall include therein such material, furnished to the Company in writing, which in the reasonable judgment of the Company and its counsel and will give the Investor, and its underwriters and agents, if any, and their respective counsel, such access to its books and records and such reasonably and customary opportunities to discuss the business of the Company with its officers and auditors and to conduct all reasonably and customary due diligence as the Investor, such underwriters or agents and their respective counsel may reasonably require in order to conduct a reasonable investigation in order to enable such underwriters or agents to execute the certificate required to be executed by them in Canada for inclusion in each such document.

3.9 Indemnification.

- (a) In connection with any Investor Piggyback Registration as herein contemplated, to the extent permitted by Applicable Laws, the Company shall indemnify and hold harmless the Investor and its shareholders, members, and limited and general partners, and each of its Affiliates, officers, directors, managers, shareholders, employees, advisors and agents, from and against all losses (excluding loss of profits), penalties, judgments, suits, costs, claims, damages, liabilities and expenses whatsoever (including reasonable legal fees and expenses), including any amounts paid in settlement of any investigation, order, litigation, proceeding or claim, joint or several, incurred, arising out of or based upon any untrue statement or alleged untrue statement of a material fact contained in any prospectus, or any amendment or supplement thereto, including all documents incorporated therein by reference, or any omission or alleged omission therefrom of a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading or as incurred, arising out of or based upon any failure to comply with Canadian Securities Laws (other than any failure to comply with Canadian Securities Laws by the Investor); provided that the Company will not be liable under this section 3.9(a) for any settlement of any action effected without its written consent, which consent will not be unreasonably withheld or delayed; provided further that the indemnity provided for in this section 3.9(a) in respect of the Investor will not apply to any loss, liability, claim, damage or expense to the extent incurred, arising out of or based upon any untrue statement or omission or alleged untrue statement or omission made in reliance upon and in conformity with written information furnished to the Company by the Investor stating that such information is being provided for use in the prospectus.
- (b) In connection with any Investor Piggyback Registration as herein contemplated, to the extent permitted by Applicable Laws, the Investor shall indemnify and hold harmless the Company, each of its Affiliates and subsidiaries and their respective directors, officers, employees, shareholders, advisors and agents and underwriters or agents, their officers and directors and each person who controls such underwriters or agents who participates in such Investor Piggyback Registration from and against all losses (excluding loss of profits), penalties, judgments, suits, costs, claims, damages, liabilities and expenses whatsoever (including reasonable costs of investigation and legal fees and expenses and any indemnity and contribution payments made to underwriters), including any amounts paid in settlement of any investigation, order, litigation, proceeding or

claim, joint or several, incurred, arising out of or based upon (a) any untrue statement or alleged untrue statement of a material fact contained in any prospectus or any amendment or supplement thereto, including all documents incorporated therein by reference caused by information relating solely to the Investor furnished to the Company in writing by the Investor stating that such information is being provided for use in the prospectus; or (b) any omission or alleged omission to state in any such document a material fact relating to the Investor required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading; provided that the Investor will not be liable under this section 3.9(b) for any settlement of any action effected without its written consent, which consent will not be unreasonably withheld or delayed; provided further that the indemnity provided for in this section 3.9(b) in respect of the Company will not apply to any loss, claim, damage, liability or expense to the extent arising out of or based upon any untrue statement or omission or alleged untrue statement or omission contained in any prospectus relating to the Investor Piggyback Registration if the Company or any underwriter failed to send or deliver a copy of the prospectus to the Person asserting such losses, liabilities, claims, damages or expenses on or prior to the delivery of written confirmation of any sale of securities covered thereby to such Person in any case where such prospectus corrected such untrue statement or omission. In no event shall the liability of the Investor under this section 3.9(b) be greater in amount than the dollar amount of the proceeds from the sale of Common Shares in the offering giving rise to such indemnification obligation, net of underwriting discounts and commissions but before expenses, less any amounts paid by the Investor under section 3.11.

3.10 Defence of the Action by the Indemnifying Parties.

Each party entitled to indemnification under section 3.9 (the “**Indemnified Party**”) will give notice to the party required to provide indemnification (the “**Indemnifying Party**”) promptly after such Indemnified Party has actual knowledge of any claim as to which indemnity may be sought, but the omission to so notify the Indemnifying Party shall not relieve it from any liability which it may have to the Indemnified Party pursuant to the provisions of this section 3.10 except to the extent of the damage or prejudice suffered (including without limitation, with regard to the Indemnifying Party’s ability to defend such action) by such delay in notification. The Indemnifying Party will assume the defence of such action, including the employment of counsel to be chosen by the Indemnifying Party to the reasonable satisfaction of the Indemnified Party, and the payment of expenses. The Indemnified Party will have the right to employ its own counsel in any such case, but the legal fees and expenses of such counsel will be at the expense of the Indemnified Party, unless the employment of such counsel is authorized in writing by the Indemnifying Party in connection with the defence of such action, the Indemnifying Party shall not have employed counsel to take charge of the defence of such action, or the Indemnified Party reasonably concludes, based on the opinion of counsel, that there may be defences available to it or them which are different from or additional to those available to the Indemnifying Party (in which case the Indemnifying Party shall not have the right to direct the defence of such action on behalf of the Indemnified Party); in any of which events the reasonable fees and expenses will be borne by the Indemnifying Party. The Indemnifying Party, in the defence of any such claim or litigation, will not, except with the consent of the Indemnified Party, consent to entry of any judgment or enter into any settlement which does not include as an unconditional term thereof the giving by the claimant or plaintiff to such Indemnified Party of a release from all liability in respect to such claim or litigation.

3.11 Contribution.

In order to provide for just and equitable contribution in circumstances in which the indemnification provided for pursuant to section 3.9 is due in accordance with its terms but is, for any reason, held by a court to be unavailable from an Indemnifying Party on grounds of policy or otherwise, each Indemnifying Party and Indemnified Party shall contribute to the aggregate liabilities, claims, demands, losses (other than losses of profit in connection with the distribution of the Common Shares), costs, damages, fines, penalties and expenses (including, without limitation, legal fees, charges and disbursements on an as between a solicitor and his own client basis incurred in connection with investigation or defence of the same) to which they may be subject or which they may suffer or incur in such proportion as is appropriate to reflect the relative fault of the party or parties seeking indemnity, on the one hand, and the parties from whom indemnity is sought, on the other hand, in connection with the statements, commissions or omissions or other matters which resulted in such liabilities, claims, demands, losses, costs, damages, fines, penalties or expenses as well as any other relevant equitable considerations. The Indemnifying Parties and the Indemnified Parties hereto agree that it would not be just and equitable if contributions pursuant to this Agreement were determined by pro rata allocation or by any other method of allocation which does not take into account the equitable considerations referred to in this section 3.11.

3.12 U.S. Registration Rights.

If the Company proposes to file a registration statement for the distribution of Common Shares to the public in the United States, the Parties shall, prior to such distribution taking place, supplement this Agreement so as to provide the Investor with piggyback registration rights enabling the distribution of Common Shares to the public in the United States that are substantially equivalent to the piggyback registration rights provided under this Agreement (with the necessary modifications to reflect differences in securities laws and process).

ARTICLE 4 PARTICIPATION RIGHT

4.1 Notice of Issuances

For so long as the Investor's Ownership Percentage is at least 10% and subject to section 3.1, if the Company proposes to issue (the "**Issuance**") any Offered Securities pursuant to a public offering, a private placement or otherwise (each, an "**Offering**") at any time after the date hereof, the Company shall, as soon as possible after the public announcement of the Offering, but in any event not later than: (i) the date on which the Company files a preliminary prospectus, registration statement or other offering document in connection with an Issuance that constitutes a public offering of Offered Securities; and (ii) ten Business Days prior to the expected completion date of the Issuance, give written notice of the Issuance (the "**Offering Notice**") to the Investor including, to the extent known by the Company, full particulars of the Offering, including the number of Offered Securities, the rights, privileges, restrictions, terms and conditions of the Offered Securities, the price per Offered Security to be issued under the Offering, the expected use of proceeds of the Offering and the expected closing date of the Offering. The Offering Notice shall also include copies of any investor presentation, prospectus or offering memorandum or similar disclosure document, subscription agreement and other materials delivered by or proposed to be delivered by the Company (or by any agent or investment dealer acting on behalf of the Company) to potential subscribers under the Offering.

4.2 Grant of Participation Right

The Company agrees that, for as long as the Investor's Ownership Percentage is at least 10%, the Investor (directly or through an Affiliate) has the right (the "**Participation Right**") to subscribe for and to be issued as part of an Offering at the subscription price per Offered Security pursuant to the Offering and otherwise on substantially the terms and conditions of the Offering (provided that, (i) if the structure of the Offering does not permit (or does not practically permit, including with respect to the time periods contemplated or otherwise) the Investor to participate directly, then such Offered Securities may be offered by way of a separate concurrent private placement to the Investor or by way of a separate private placement to the Investor completed as soon as reasonably practicable thereafter, but in accordance with the procedures set out in section 4.3 and section 4.4; and (ii) if the Investor is prohibited by Canadian Securities Laws or other Applicable Laws or the rules of any stock exchange from participating on substantially the terms and conditions of the Offering, the Company shall use commercially reasonable efforts to enable the Investor to participate on terms and conditions that are as substantially similar as circumstances permit):

- (a) in the case of an Offering of Common Shares, up to such number of Common Shares that will allow the Investor to maintain or acquire, as applicable, up to an Ownership Percentage that is the same as the Ownership Percentage that the Investor had immediately prior to completion of such Offering; and
- (b) in the case of an Offering of Offered Securities (other than Common Shares), up to such number of Offered Securities that will (after giving effect to the Offering and assuming, for all purposes of this section 4.2(b), the conversion, exercise or exchange of all of the convertible, exercisable or exchangeable Offered Securities issued in connection with the Offering and issuable pursuant to this section 4.2) allow the Investor to maintain or acquire, as applicable, an Ownership Percentage that is the same as the Ownership Percentage that the Investor had immediately prior to completion of such Offering.

4.3 Exercise Notice

If the Investor wishes to exercise the Participation Right, the Investor shall give written notice to the Company (the "**Exercise Notice**") of its intention to exercise such right and of the number of Offered Securities the Investor wishes to subscribe for and purchase pursuant to the Participation Right. The Investor shall deliver an Exercise Notice to subscribe to the Offering, within seven Business Days after the date of receipt of an Offering Notice, or in the case of a public offering that is a Bought Deal, within three Business Days of receipt of an Offering Notice (the "**Notice Period**"), failing which the Investor will not be entitled to exercise the Participation Right in respect of such Offering.

4.4 Issuance of Offered Securities

- (a) If the Company receives an Exercise Notice from the Investor within the Notice Period, then the Company shall, subject to:
 - (i) the receipt and continued effectiveness of all required approvals (including the approval(s) of the Exchange and any required approvals under Canadian Securities Laws and any shareholder approval required under Applicable Laws), which approvals the Company shall use all commercially

reasonable efforts to promptly obtain (including by applying for any necessary price protection confirmations, seeking shareholder approval (if required) in the manner described below, and using its commercially reasonable efforts to cause management and each member of the Board to vote their Common Shares and any shares of the Company entitled to vote in the matter and all votes received by proxy in favour of the issuance of the Offered Securities to the Investor); and

- (ii) the completion of the relevant Offering,

issue to the Investor or its nominee, against payment of the subscription price payable in respect thereof, that number of Offered Securities set out in the Exercise Notice.

- (b) If the Company is required by the Exchange or otherwise under Applicable Laws to seek shareholder approval for the Issuance of the Offered Securities to the Investor or its nominee, then the Company shall: (i) call and hold a meeting of its shareholders to consider the Issuance of the Offered Securities to the Investor as soon as reasonably practicable, and in any event such meeting shall be held within 75 days after the date that the Company is first advised by the Exchange or other applicable Governmental Authority that it will require shareholder approval; and (ii) recommend approval of the Issuance of the Offered Securities to the Investor and solicit proxies in support thereof.

4.5 Issuances Not Subject to Participation Right

Notwithstanding anything to the contrary contained herein, sections 4.1 to 4.4 will not apply to any Issuances in the following circumstances (each such Issuance pursuant to paragraphs (a) through (g) hereof being referred to as an “**Excluded Event**”):

- (a) a rights offering that is open to all shareholders of the Company including the Investor;
- (b) any share split, share dividend or capital reorganization of the Company or any subsidiary, provided that the beneficial shareholders of the Company or such subsidiary, as applicable, and the percentage ownership interest of each beneficial shareholder of the Company or such subsidiary, as applicable, do not change as a result thereof;
- (c) an Offering of Offered Securities made only to the Investor or any of its Affiliates;
- (d) for compensatory purposes to directors, officers, employees of or consultants to the Company and its Affiliates pursuant to a security compensation plan of the Company that complies with the requirements of the Exchange;
- (e) upon the conversion, exchange or exercise of any Convertible Securities outstanding as at the date hereof, or issued following the date hereof in compliance with section 4.2;
- (f) pursuant to any direct or indirect acquisition of property or assets; or

- (g) pursuant to, or arising in connection with, any transaction in which the Company acquires an interest in a third party, whether by way of plan of arrangement, merger, business combination, take-over bid or otherwise.

4.6 Application of Canadian Securities Laws.

The Parties acknowledge that the transactions contemplated pursuant to Article 3 and this Article 4, including the issuance and resale of Common Shares and Convertible Securities, are subject to applicable Canadian Securities Laws and the rules, policies and determinations of the Exchange, which may impose restrictions on the issuance and resale of the securities acquired by the Investor. Notwithstanding anything else in this Agreement, the Parties agree that, if as a result of complying with such Canadian Securities Laws, the time periods provided herein cannot be practicably complied with, such time periods shall be deemed not to apply to the applicable transaction and the Parties shall use commercially reasonable efforts to complete the transactions contemplated and intended to be carried out herein in as expeditious a manner as is practical in order to comply with such applicable Canadian Securities Laws.

ARTICLE 5 RESTRICTIONS ON TRANSFERS AND SALE OF SECURITIES

5.1 Restrictions on Transfer and Sale of Securities

- (a) For as long as the Investor's Ownership Percentage is at least 10%, if the Investor wishes to sell, trade, dispose of or transfer, directly or indirectly (a "**Transfer**") a number of its Common Shares or Convertible Securities of which it owns (or over which it exercises control or direction over), directly or indirectly and which represents in any three (3) month period in aggregate one percent (1%) or more of the issued and outstanding Common Shares (calculated on a fully-diluted basis) (the "**Sale Shares**"), the Investor shall notify the Company of its intention to Transfer the Sale Shares at least five Business Days prior to the intended completion date of a sale (which notice shall set out the minimum price that the Investor would be prepared to accept for the Sale Shares and any other terms and conditions of the disposition), the Company shall have the opportunity, until the 5th Business Day following delivery of the Investor's notice, to designate the purchaser or purchasers of all, but not less than all, of such Sale Shares at the price specified in the Investor's notice. If the Company does not notify the Investor of the identities of one or more purchaser(s) by the end of the five Business Day period following delivery of the Investor's notice, then the Investor may dispose of the Sale Shares to any third party purchaser(s) at a price and on terms no less favourable to the Investor than those specified in the Investor's notice, provided that if the Investor does not so complete the disposition of such Sale Shares within 30 days of the date of the Investor's notice, the provisions of this section 5.1(a) shall again apply to the Sale Shares.
- (b) Section 5.1(a) shall not apply in the case of:
 - (i) a disposition by the Investor of Sale Shares to an Affiliate of the Investor, provided that prior to any such disposition, the Affiliate agrees in writing (in form satisfactory to the Company) to be bound by the Investor's obligations under this Agreement and provided that the Investor shall cause any such

Affiliates to comply with this Agreement on the same basis as the Investor and shall be liable for any breach thereof by any such Affiliate; or

- (ii) the Investor disposing of Sale Shares pursuant to a bona fide take-over bid by any Person (other than the Investor, any of its Affiliates or any other Person jointly or in concert (within the meaning of applicable Canadian Securities Laws)), for which a circular has been delivered to the shareholders of the Company in accordance with Canadian Securities Laws.

5.2 **Standstill**

- (a) Until the date that is one year from the date of this Agreement (the “**Standstill Period**”) the Investor shall not, without the prior written consent of the Company, or as otherwise expressly permitted under this Agreement, directly or indirectly, or jointly or in concert (within the meaning of applicable Canadian Securities Laws) with any other Person:
 - (i) acquire, agree to acquire, enter into, make any proposal, offer, or agree to enter into, any acquisition of, or other business combination involving, directly or indirectly, the Company or any of its Affiliates, or ownership of (or control or direction over) any material property or assets of the Company;
 - (ii) propose to the Company, the shareholders of the Company, the Board or any other Person or effect or seek to effect, any amalgamation, merger, arrangement, business combination, reorganization or restructuring or liquidation with respect to the Company;
 - (iii) solicit proxies from shareholders of the Company, or form, join, support or participate in a group to solicit proxies from shareholders of the Company, for any purpose (including, without limitation, for the purpose of replacing members of the Board) or otherwise attempt to influence the conduct of the Company’s shareholders, provided that this restriction shall not preclude an Investor Nominee from exercising his duties as a director of the Company;
 - (iv) make any public announcement with respect to, or take any action in furtherance of, the foregoing; or
 - (v) advise, assist or encourage any other Person to do, or take any action inconsistent with, any of the foregoing.
- (b) Section 5.2(a) shall cease to be of any force or effect as and from the earlier of the expiry of the Standstill Period and:
 - (i) the execution by the Company of a binding definitive written agreement with a Person with respect to a transaction relating to the acquisition of at least 60% of the issued and outstanding Common Shares or the sale of all or substantially all of the assets of the Company, other than a sale to an

entity, 40% or more of the combined voting power of the voting securities of which will be beneficially owned by shareholders of the Company;

- (ii) the date that any Person (other than the Investor, any of its Affiliates or any other Person jointly or in concert (within the meaning of applicable Canadian Securities Laws)) makes a take-over bid or acquires, offers to acquire or announces an intention to acquire or offer to acquire directly or indirectly Common Shares which equal or exceed 60% of the then issued and outstanding Common Shares of the Company and which the Company determines, acting reasonably, to be credible;
- (iii) the date that any Person (other than the Investor, any of its Affiliates or any other Person jointly or in concert (within the meaning of applicable Canadian Securities Laws)) acquires, directly or indirectly, by purchase or otherwise, beneficial ownership of 60% or more of the aggregate voting power of all of the Common Shares (calculated in accordance with Section 1.8 of National Instrument 62-104) then issued and outstanding;
- (iv) the date that the Company publicly announces an intention to solicit a take-over bid for the Company, or an intention to enter into a transaction as described in section 5.2(a)(b)(i) or section 5.2(a)(b)(ii) above;
- (v) the date of any public announcement by the Company that the Board has waived, or has agreed to waive, the application of, or has redeemed or agreed to redeem any rights issued pursuant to, any shareholders rights plan adopted by the Company; or
- (vi) the date the Company files for court protection from its creditors.

ARTICLE 6

REPRESENTATIONS AND WARRANTIES

6.1 Representations and Warranties of the Company

The Company represents and warrants to the Investor as follows and acknowledges and agrees that the Investor is relying on such representations and warranties to enter into this Agreement:

- (a) the Company is duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia and has all requisite corporate power and authority to execute and deliver this Agreement;
- (b) this Agreement has been duly executed and delivered by the Company; and
- (c) this Agreement constitutes the valid and binding agreement of the Company, enforceable against the Company in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

6.2 Representations and Warranties of the Investor

The Investor represents and warrants to the Company as follows and acknowledges and agrees that the Company is relying on such representations and warranties to enter into this Agreement:

- (a) the Investor is duly incorporated, validly existing and in good standing under the laws of the Province of Ontario and has all requisite corporate power and authority to execute and deliver this Agreement;
- (b) this Agreement has been duly executed and delivered by the Investor; and
- (c) this Agreement constitutes the valid and binding agreement of the Investor, enforceable against the Investor in accordance with its terms, except as may be limited by bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium, and similar laws relating to or affecting creditors' rights generally and general equitable principles (whether considered in a proceeding in equity or at law), in each case now or hereafter in effect.

ARTICLE 7 MISCELLANEOUS

7.1 Financial Information, etc.

At all times when the Investor's Ownership Percentage is equal to or greater than 20%, upon the request of the Investor, the Company agrees to use its commercially reasonable efforts to provide the Investor, on a timely basis, with all relevant financial information concerning the Company reasonably requested by the Investor and required for inclusion in, or the preparation of, the financial statements of the Investor (and in connection therewith the Investor agrees to reimburse the Company for any reasonable out-of-pocket expenses incurred by the Company in connection with satisfying any such requests for information and assistance).

7.2 Top-Up

Notwithstanding section 2.1(a), section 2.1(b), section 3.1, and section 4.1, and in the circumstance that the Investor's Ownership Percentage is less than 10%, the Investor shall be entitled to all of its rights under section 2.1(a), section 2.1(b), section 3.1, section 4.1 and section 4.2, if the Investor subsequent, and within 30 calendar days of no longer being entitled to rights under section 2.1(a), section 2.1(b), section 3.1, section 4.1 and section 4.2, again comes to have an Ownership Percentage of at least 10%, but prior to the termination of this Agreement in accordance with section 7.3.

7.3 Term

Unless terminated earlier by mutual agreement of the Parties, this Agreement shall continue in full force and effect and shall terminate and all rights and obligations hereunder shall cease to immediately apply following the date that is 30 days after the date the Investor's Ownership Percentage is less than 10%. Notwithstanding the termination of this Agreement in accordance with the preceding sentence, the provisions of section 3.9, section 3.10, section 3.11 and Article 7 shall survive termination. No termination under this Agreement shall relieve any Person of liability for breach or Registration expenses incurred prior to termination.

7.4 Common Shares Subject to this Agreement

The Investor agrees that it shall be bound by the terms of this Agreement with respect to all Common Shares and Convertible Securities held by it from time to time.

7.5 Notices

- (a) Any notice, communication, instrument or document required or permitted to be given under this Agreement shall be in writing and may be given by personal delivery, pre-paid, certified or registered mail, or by courier, email or other similar form of communication (in each case with electronic confirmed receipt), addressed as follows:

- (i) If to the Investor:

WESDOME GOLD MINES LTD.

Suite 1200, 220 Bay Street
Toronto, Ontario
M5J 2W4

Attention: Duncan Middlemiss
Email: dmiddlemiss@wesdome.ca

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

STIKEMAN ELLIOTT LLP

5300 Commerce Court West, 199 Bay Street
Toronto, Ontario
M5L 1B9

Attention: Steven D. Bennett
Email: sbennett@stikeman.com

- (ii) If to the Company:

GOLDSHORE RESOURCES INC.

Suite 2200, 885 West Georgia Street
Vancouver, British Columbia
V6C 3E8

Attention: Galen McNamara
Email: galen.mcnamara@gmail.com

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

CASSELS BROCK & BLACKWELL LLP

Suite 2200, 885 West Georgia Street
Vancouver, British Columbia
V6C 3E8

Attention: Sam Cole

Email: scole@cassels.com

and such shall be deemed to have been given (A) if effected by personal delivery, courier or email or other similar form of communication (with electronic confirmed receipt), at the time of delivery or electronic confirmed receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next Business Day; and (B) if effected by mail, on the fourth Business Day after mailing excluding all days on which postal service is disrupted.

- (b) Either Party may at any time change its address for service from time to time by giving notice to the other Party in accordance with this section 7.5.

7.6 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either Party unless consented to in writing by such Party . No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided.

7.7 Assignment

No Party may assign any of its rights or benefits under this Agreement, or delegate any of its duties or obligations, except with the prior written consent of the other Party.

7.8 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by and against the Parties and their respective successors or heirs, executors, administrators and other legal personal representatives, and permitted assigns.

7.9 Expenses

Except as otherwise expressly provided in this Agreement, each Party will pay for its own costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and the transactions contemplated herein, including the fees and expenses of legal counsel, financial advisors, accountants, consultants and other professional advisors.

7.10 Confidentiality

Any information regarding a Party that:

- (a) has not become generally available to the public;
- (b) was not available to a Party or its representatives on a non-confidential basis before the date of this Agreement; or
- (c) does not become available to a Party or its representatives on a non-confidential basis from a Person who is not, to the knowledge of the Party or its representatives, otherwise bound by confidentiality obligations to the provider of such information

or otherwise prohibited from transmitting the information to the party or its representatives,

will be kept confidential by each Party and shall constitute confidential information (the “**Confidential Information**”).

No Confidential Information may be released to third parties without the consent of the provider thereof, except that the Parties agree that they will not unreasonably withhold such consent to the extent that such Confidential Information is compelled to be released by legal process or must be released to regulatory bodies and/or included in public documents.

Upon request by the provider of the Confidential Information, the other Party will return to the provider, or destroy (subject only to normal course data back-up or archival processes), all documents, including any copies thereof, comprised in the Confidential Information furnished by the provider, and the recipient of the Confidential Information will confirm in writing that all Confidential Information has been returned or destroyed (subject only to normal course data back-up or archival processes), as applicable, provided that one copy of the Confidential Information may be retained within a receiving Party’s legal department for liability defense purposes only. Notwithstanding any such return or destruction of any Confidential Information, Confidential Information, including, without limitation, any Confidential Information retained by a receiving Party, will continue to be subject to this Agreement. In addition, Confidential Information that has been prepared by either Party from publicly available information or from information not obtained pursuant to this Agreement may be retained by the Party that has prepared such information.

7.11 Publicity

Neither Party will issue any press release, or make any public announcement or public statement about the transactions described herein which has not been previously approved by the other Party, except that any Party may issue a press release or make a filing with a regulatory authority if counsel for such Party advises that such press release or filing is necessary (in which case such Party will first make a reasonable effort to obtain the approval of the other Party).

7.12 Further Assurances

Each of the Parties shall, from time to time hereafter and upon any reasonable request of the other, promptly do, execute, deliver or cause to be done, executed and delivered all further acts, documents and things as may be required or necessary for the purposes of giving effect to this Agreement.

7.13 Right to Injunctive Relief

The Parties agree that any breach of the terms of this Agreement by either Party may result in immediate and irreparable injury and damage to the other Party which could not be adequately compensated by damages. The Parties therefore also agree that in the event of any such breach or any anticipated or threatened breach by the defaulting Party, the other Party shall be entitled to equitable relief, including by way of temporary or permanent injunction or specific performance, without having to prove damages, in addition to any other remedies (including damages) to which such other Party may be entitled at law or in equity.

7.14 Counterparts

This Agreement may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

[SIGNATURE PAGE TO FOLLOW]

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

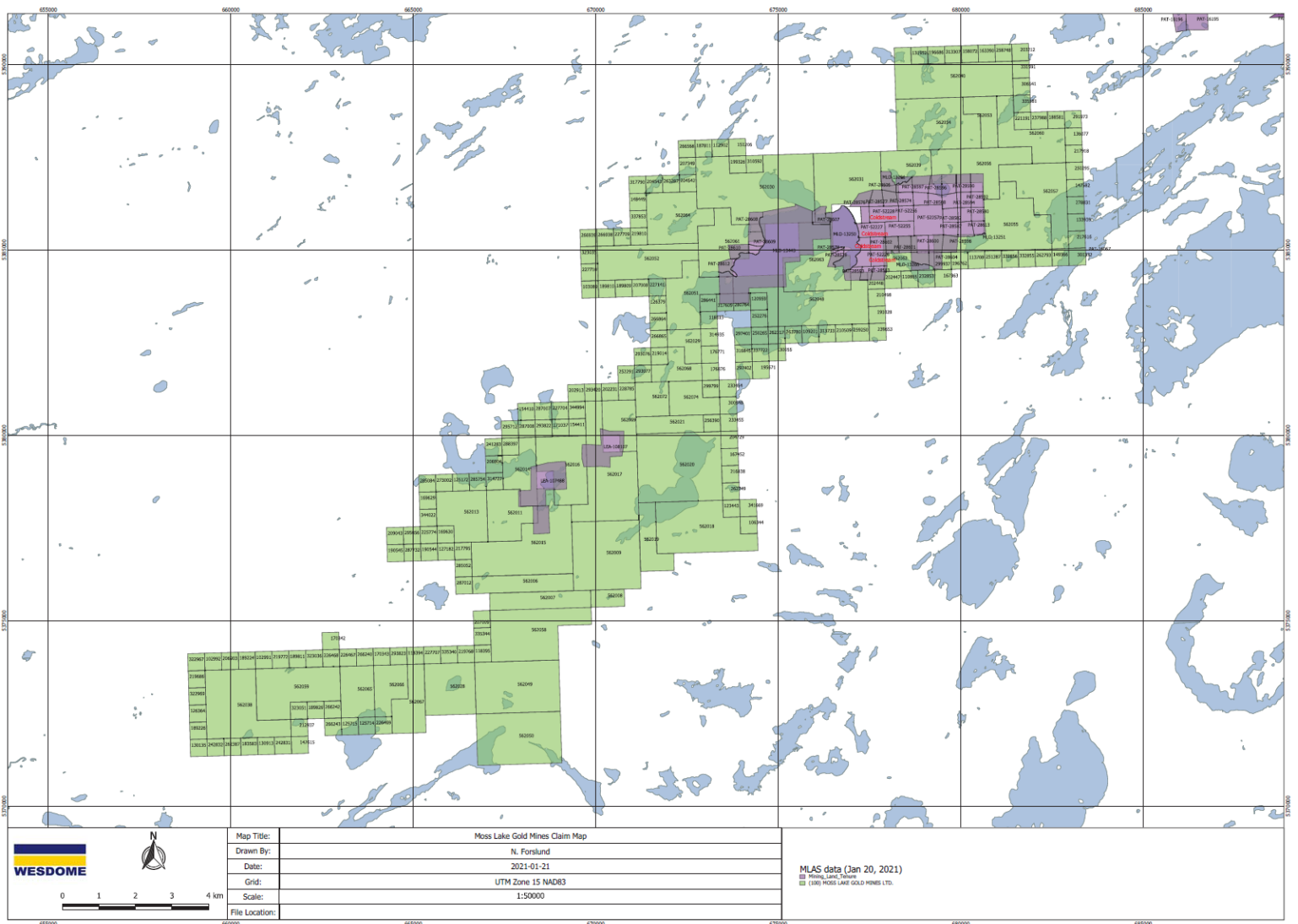
WESDOME GOLD MINES LTD.

Per: _____
Duncan Middlemiss
President and Chief Executive Officer

GOLDSHORE RESOURCES INC.

Per: _____
Galen McNamara
Director

Schedule D Property



The approximate geographic centre coordinates of the Property are 90°41'38.0"W and 48°32'17.0"N (UTM coordinates: 670223.5E and 5378673.5N, NAD 83, Zone 15). Please see Schedule E for full list of Mineral Rights associated with the Property.

Schedule E
Purchased Assets

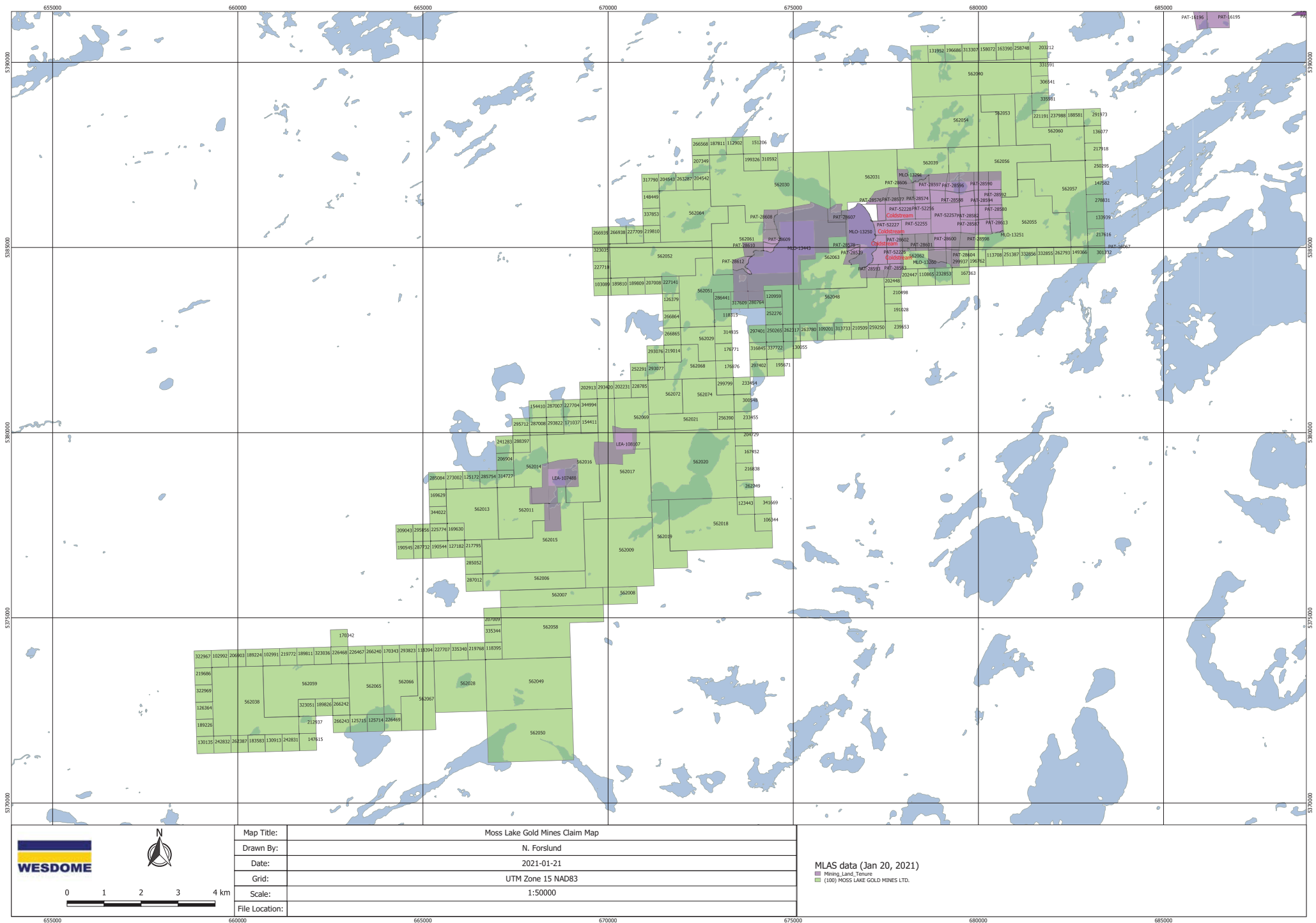
1. The interests of the Vendor, the Vendor Parent and all of their affiliates in all property, assets and rights ancillary to the Property to which the Vendor, the Vendor Parent and/or any of its affiliates is entitled including, but not limited to, the interests of the Vendor, the Vendor Parent and/or any of its affiliates in:

- (a) any and all studies pertaining to the Property, including all geological, resource, reserve, mining and product quality studies; and socio-economic, environmental, transportation, infrastructure, power, market and financial studies;
- (b) all Licenses that are applicable to the Property;
- (c) all books, records, data and other information relating to the Property, including accounting records, plans, drawings and specifications;
- (d) all right, title, benefit and interest of each of the Vendor, the Vendor Parent and its affiliates in and to all of the patents, trademarks, copyrights, designs, inventions, licences, sub-licences, processes, technology and other industrial property of or used in connection with the Property;
- (e) computer software in which the Vendor, the Vendor Parent or any of its affiliates has an interest and used primarily in relation to the Property or any part thereof; and
- (f) all pre-paid expenses and deposits relating to the Property, including all pre-paid taxes, rentals, licence fees and water rates, as well as pre-paid purchases of gas, oil and hydro.

2. The assets as listed in connection with the Existing Royalties on Schedule B.

3. Four (4) patented claims (PAT-52225, PAT-52226, PAT-52227 and PAT-52228) that are currently registered in the name of Coldstream Mineral Ventures Corp. will be transferred to Moss Lake Gold Mines Ltd. prior to Closing. Any amount of taxes in respect thereof will be satisfied and paid by the Vendor and Vendor Parent prior to Closing.

4. The assets as listed in the attached PDF hereto:



Legacy Claim Id	Township / Area	Tenure ID	Tenure Type	Anniversary Date	Tenure Status	Tenure Percentage	Work Required	Total Reserve	Client Ownership
1233264	MOSS	285754	Boundary Cell Mining Claim	2021-01-19	Hold Special Circumstances Apply	100	200	1000 (300998)	MOSS LAKE GOLD MINES LTD.
1233264	MOSS	273002	Boundary Cell Mining Claim	2021-01-19	Hold Special Circumstances Apply	100	200	1000 (300998)	MOSS LAKE GOLD MINES LTD.
1233264	MOSS	169630	Boundary Cell Mining Claim	2021-01-19	Hold Special Circumstances Apply	100	200	1000 (300998)	MOSS LAKE GOLD MINES LTD.
1233264	MOSS	127182	Boundary Cell Mining Claim	2021-01-19	Hold Special Circumstances Apply	100	200	1000 (300998)	MOSS LAKE GOLD MINES LTD.
1233264	MOSS	125172	Boundary Cell Mining Claim	2021-01-19	Hold Special Circumstances Apply	100	200	1000 (300998)	MOSS LAKE GOLD MINES LTD.
3017845	MOSS	562013	Multi-cell Mining Claim	2021-01-19	Hold Special Circumstances Apply	100	3200	7899 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	562015	Multi-cell Mining Claim	2021-02-07	Hold Special Circumstances Apply	100	3600	11792 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	562007	Multi-cell Mining Claim	2021-02-07	Hold Special Circumstances Apply	100	2200	13363 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	562006	Multi-cell Mining Claim	2021-02-07	Hold Special Circumstances Apply	100	2000	61 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS,NELSON LAKE AREA,POWELL LAKE AREA	335340	Boundary Cell Mining Claim	2021-02-08	Hold Special Circumstances Apply	100	200	13014 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS,POWELL LAKE AREA	227707	Boundary Cell Mining Claim	2021-02-08	Hold Special Circumstances Apply	100	200	13014 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS,NELSON LAKE AREA	219768	Boundary Cell Mining Claim	2021-02-08	Hold Special Circumstances Apply	100	200	13014 (300998)	MOSS LAKE GOLD MINES LTD.
	NELSON LAKE AREA,POWELL LAKE AREA	562028	Multi-cell Mining Claim	2021-02-08	Hold Special Circumstances Apply	100	3600	104734 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	266865	Boundary Cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	200	2848 (300998)	MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA,MOSS	176771	Boundary Cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	200	200 (300998)	MOSS LAKE GOLD MINES LTD.
630798	BURCHELL LAKE AREA,MOSS	314935	Boundary Cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
630923	MOSS	293077	Boundary Cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	200	5361 (300998)	MOSS LAKE GOLD MINES LTD.
630924	MOSS	293076	Boundary Cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	200	3170 (300998)	MOSS LAKE GOLD MINES LTD.
630925	MOSS	252291	Boundary Cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	200	3300 (300998)	MOSS LAKE GOLD MINES LTD.
1232109	MOSS	562029	Multi-cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	1200	7936 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	562017	Multi-cell Mining Claim	2021-02-15	Hold Special Circumstances Apply	100	5400	41525 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	295712	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	288397	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	287008	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	241283	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	293822	Single Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	400	0 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	287007	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	227704	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
	MOSS	171037	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
1232111	MOSS	154410	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
1232112	MOSS	344994	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
1232112	MOSS	202913	Boundary Cell Mining Claim	2021-02-16	Hold Special Circumstances Apply	100	200	0 (300998)	MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA	562057	Multi-cell Mining Claim	2021-02-17	Hold Special Circumstances Apply	100	4400	94312 (300998)	MOSS LAKE GOLD MINES LTD.
	AMES	266568	Boundary Cell Mining Claim	2021-02-19	Hold Special Circumstances Apply	100	200	1400 (300998)	MOSS LAKE GOLD MINES LTD.
	AMES,MOSS	207349	Boundary Cell Mining Claim	2021-02-19	Hold Special Circumstances Apply	100	200	1400 (300998)	MOSS LAKE GOLD MINES LTD

[illegible]

3001508	BURCHELL LAKE AREA	332855	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001508	BURCHELL LAKE AREA	262793	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001508	BURCHELL LAKE AREA	251387	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001508	BURCHELL LAKE AREA	196762	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001508	BURCHELL LAKE AREA	113708	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001510	BURCHELL LAKE AREA	301332	Single Cell Mining Claim	2021-05-15	Active	100	400	0 (300998) MOSS LAKE GOLD MINES LTD.
3001510	BURCHELL LAKE AREA	217616	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001510	BURCHELL LAKE AREA	149366	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001510	BURCHELL LAKE AREA	133939	Boundary Cell Mining Claim	2021-05-15	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
4215810	BURCHELL LAKE AREA, MOSS	176876	Boundary Cell Mining Claim	2021-05-15	Active	100	200	400 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA	562055	Multi-cell Mining Claim	2021-05-15	Active	100	4800	263979 (300998) MOSS LAKE GOLD MINES LTD.
1249600	MOSS	335344	Boundary Cell Mining Claim	2021-05-23	Active	100	200	24027 (300998) MOSS LAKE GOLD MINES LTD.
1249600	MOSS	207009	Boundary Cell Mining Claim	2021-05-23	Active	100	200	24027 (300998) MOSS LAKE GOLD MINES LTD.
1249600	MOSS, NELSON LAKE AREA	118395	Boundary Cell Mining Claim	2021-05-23	Active	100	200	24027 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS, NELSON LAKE AREA	562058	Multi-cell Mining Claim	2021-05-23	Active	100	5400	276325 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562008	Multi-cell Mining Claim	2021-05-23	Active	100	800	0 (300998) MOSS LAKE GOLD MINES LTD.
1232111	MOSS	154411	Boundary Cell Mining Claim	2021-06-10	Active	100	200	4200 (300998) MOSS LAKE GOLD MINES LTD.
1242602	BURCHELL LAKE AREA	278831	Boundary Cell Mining Claim	2021-06-18	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1242602	BURCHELL LAKE AREA	250295	Boundary Cell Mining Claim	2021-06-18	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1242602	BURCHELL LAKE AREA	147582	Boundary Cell Mining Claim	2021-06-18	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3001279	POWELL LAKE AREA	266243	Boundary Cell Mining Claim	2021-07-10	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
3001279	MOSS, POWELL LAKE AREA	266240	Boundary Cell Mining Claim	2021-07-10	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
3001279	POWELL LAKE AREA	226469	Boundary Cell Mining Claim	2021-07-10	Active	100	200	74554 (300998) MOSS LAKE GOLD MINES LTD.
3001279	MOSS, POWELL LAKE AREA	226467	Boundary Cell Mining Claim	2021-07-10	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
3001279	MOSS, POWELL LAKE AREA	170343	Boundary Cell Mining Claim	2021-07-10	Active	100	200	74554 (300998) MOSS LAKE GOLD MINES LTD.
3001279	MOSS	170342	Boundary Cell Mining Claim	2021-07-10	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
3001279	POWELL LAKE AREA	125715	Boundary Cell Mining Claim	2021-07-10	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
3001279	POWELL LAKE AREA	125714	Boundary Cell Mining Claim	2021-07-10	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
3001280	MOSS, POWELL LAKE AREA	293823	Boundary Cell Mining Claim	2021-07-10	Active	100	200	74551 (300998) MOSS LAKE GOLD MINES LTD.
3001280	MOSS, POWELL LAKE AREA	118394	Boundary Cell Mining Claim	2021-07-10	Active	100	200	71754 (300998) MOSS LAKE GOLD MINES LTD.
	POWELL LAKE AREA	562067	Multi-cell Mining Claim	2021-07-10	Active	100	2400	444114 (300998) MOSS LAKE GOLD MINES LTD.
	POWELL LAKE AREA	562066	Multi-cell Mining Claim	2021-07-10	Active	100	2000	372783 (300998) MOSS LAKE GOLD MINES LTD.
1232112	MOSS	293420	Boundary Cell Mining Claim	2021-07-22	Active	100	200	5800 (300998) MOSS LAKE GOLD MINES LTD.
4215829	MOSS	202231	Boundary Cell Mining Claim	2021-07-22	Active	100	200	3800 (300998) MOSS LAKE GOLD MINES LTD.
1249531	POWELL LAKE AREA	323051	Boundary Cell Mining Claim	2021-08-01	Active	100	200	4562 (300998) MOSS LAKE GOLD MINES LTD.
1249531	MOSS, POWELL LAKE AREA	323036	Boundary Cell Mining Claim	2021-08-01	Active	100	200	4188 (300998) MOSS LAKE GOLD MINES LTD.
1249531	POWELL LAKE AREA	266242	Boundary Cell Mining Claim	2021-08-01	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
1249531	MOSS, POWELL LAKE AREA	226468	Boundary Cell Mining Claim	2021-08-01	Active	100	200	71760 (300998) MOSS LAKE GOLD MINES LTD.
1249531	MOSS, POWELL LAKE AREA	219772	Boundary Cell Mining Claim	2021-08-01	Active	100	200	4188 (300998) MOSS LAKE GOLD MINES LTD.
1249531	POWELL LAKE AREA	189826	Boundary Cell Mining Claim	2021-08-01	Active	100	200	4188 (300998) MOSS LAKE GOLD MINES LTD.
1249531	MOSS, POWELL LAKE AREA	189811	Boundary Cell Mining Claim	2021-08-01	Active	100	200	4188 (300998) MOSS LAKE GOLD MINES LTD.
1249531	MOSS, POWELL LAKE AREA	102991	Boundary Cell Mining Claim	2021-08-01	Active	100	200	3162 (300998) MOSS LAKE GOLD MINES LTD.
1064687	BURCHELL LAKE AREA, CRAYFISH LAKE AREA	291973	Boundary Cell Mining Claim	2021-08-02	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1064687	BURCHELL LAKE AREA, CRAYFISH LAKE AREA	237988	Boundary Cell Mining Claim	2021-08-02	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1064687	BURCHELL LAKE AREA	217918	Boundary Cell Mining Claim	2021-08-02	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1064687	BURCHELL LAKE AREA, CRAYFISH LAKE AREA	188581	Boundary Cell Mining Claim	2021-08-02	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1064687	BURCHELL LAKE AREA	136077	Boundary Cell Mining Claim	2021-08-02	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA, CRAYFISH LAKE AREA	562060	Multi-cell Mining Claim	2021-08-02	Active	100	3200	99181 (300998) MOSS LAKE GOLD MINES LTD.
3001508	BURCHELL LAKE AREA	299937	Boundary Cell Mining Claim	2021-08-07	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
3002013	BURCHELL LAKE AREA	202448	Boundary Cell Mining Claim	2021-08-07	Active	100	200	600 (300998) MOSS LAKE GOLD MINES LTD.
3002013	BURCHELL LAKE AREA	202447	Boundary Cell Mining Claim	2021-08-07	Active	100	200	600 (300998) MOSS LAKE GOLD MINES LTD.
3002013	BURCHELL LAKE AREA	110865	Boundary Cell Mining Claim	2021-08-07	Active	100	200	600 (300998) MOSS LAKE GOLD MINES LTD.
3002051	BURCHELL LAKE AREA	232853	Boundary Cell Mining Claim	2021-08-07	Active	100	200	758 (300998) MOSS LAKE GOLD MINES LTD.
3002051	BURCHELL LAKE AREA	167363	Boundary Cell Mining Claim	2021-08-07	Active	100	200	200 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA	562063	Multi-cell Mining Claim	2021-08-07	Active	100	2800	2506 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA	562062	Multi-cell Mining Claim	2021-08-07	Active	100	1000	3332 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA, MOSS	562061	Multi-cell Mining Claim	2021-08-07	Active	100	3000	65714 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562019	Multi-cell Mining Claim	2021-09-05	Active	100	2000	0 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562009	Multi-cell Mining Claim	2021-09-05	Active	100	6400	198 (300998) MOSS LAKE GOLD MINES LTD.
1242511	BURCHELL LAKE AREA, CRAYFISH LAKE AREA	221191	Boundary Cell Mining Claim	2021-09-09	Active	100	200	21200 (300998) MOSS LAKE GOLD MINES LTD.
4250280	CRAYFISH LAKE AREA	335581	Boundary Cell Mining Claim	2021-09-09	Active	100	200	21200 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562014	Multi-cell Mining Claim	2021-09-14	Active	100	1800	1225 (300998) MOSS LAKE GOLD MINES LTD.
4213405	MOSS	204542	Boundary Cell Mining Claim	2021-10-20	Active	100	200	1600 (300998) MOSS LAKE GOLD MINES LTD.
4229149	MOSS	219810	Boundary Cell Mining Claim	2021-10-20	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.

4266047	MOSS	337853	Boundary Cell Mining Claim	2021-10-20	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
4266047	MOSS	317790	Boundary Cell Mining Claim	2021-10-20	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
4266047	MOSS	263287	Boundary Cell Mining Claim	2021-10-20	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
4266047	MOSS	204543	Boundary Cell Mining Claim	2021-10-20	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
4266047	MOSS	148449	Boundary Cell Mining Claim	2021-10-20	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA, MOSS	562064	Multi-cell Mining Claim	2021-10-20	Active	100	4000	8505 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA, MOSS	562018	Multi-cell Mining Claim	2021-10-22	Active	100	6000	0 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562016	Multi-cell Mining Claim	2021-10-30	Active	100	2800	4369 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	300548	Boundary Cell Mining Claim	2022-10-22	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	262749	Single Cell Mining Claim	2022-10-22	Active	100	400	0 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	233455	Boundary Cell Mining Claim	2022-10-22	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	233454	Boundary Cell Mining Claim	2022-10-22	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	216838	Boundary Cell Mining Claim	2022-10-22	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	204729	Boundary Cell Mining Claim	2022-10-22	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	167452	Boundary Cell Mining Claim	2022-10-22	Active	100	200	1167 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA	123443	Single Cell Mining Claim	2022-10-22	Active	100	400	0 (300998) MOSS LAKE GOLD MINES LTD.
940743	BURCHELL LAKE AREA	341669	Boundary Cell Mining Claim	2022-10-22	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
940743	BURCHELL LAKE AREA	106344	Boundary Cell Mining Claim	2022-10-22	Active	100	200	0 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA, MOSS	562020	Multi-cell Mining Claim	2024-01-19	Active	100	8000	140219 (300998) MOSS LAKE GOLD MINES LTD.
630914	MOSS	219014	Boundary Cell Mining Claim	2024-02-15	Active	100	200	13400 (300998) MOSS LAKE GOLD MINES LTD.
630925	MOSS	228785	Boundary Cell Mining Claim	2024-02-15	Active	100	200	60000 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562072	Multi-cell Mining Claim	2024-02-15	Active	100	1600	681807 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562069	Multi-cell Mining Claim	2024-02-15	Active	100	1400	600926 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562068	Multi-cell Mining Claim	2024-02-15	Active	100	1600	420898 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562011	Multi-cell Mining Claim	2024-02-22	Active	100	2200	195351 (300998) MOSS LAKE GOLD MINES LTD.
1233265	BURCHELL LAKE AREA, MOSS	256390	Boundary Cell Mining Claim	2024-05-16	Active	100	200	25000 (300998) MOSS LAKE GOLD MINES LTD.
1237946	BURCHELL LAKE AREA, MOSS	299799	Boundary Cell Mining Claim	2024-05-16	Active	100	200	27610 (300998) MOSS LAKE GOLD MINES LTD.
	BURCHELL LAKE AREA, MOSS	562074	Multi-cell Mining Claim	2024-05-16	Active	100	2000	290050 (300998) MOSS LAKE GOLD MINES LTD.
	MOSS	562021	Multi-cell Mining Claim	2024-05-16	Active	100	1600	279798 (300998) MOSS LAKE GOLD MINES LTD.
	POWELL LAKE AREA	562065	Multi-cell Mining Claim	2025-07-10	Active	100	2400	344800 (300998) MOSS LAKE GOLD MINES LTD.
	POWELL LAKE AREA	562059	Multi-cell Mining Claim	2025-08-01	Active	100	4800	157697 (300998) MOSS LAKE GOLD MINES LTD.

Mining Right Number	Mining Right Type	Area (Ha)	Reserve	Rights	Anniversary	Pin	Client Ownership
LEA-107488	Lease	95.66	\$398,791	MR+SR	31-Jan-25	62311-0001(LT)	(300998) MOSS LAKE GOLD MINES LTD.
LEA-108107	Lease	119.965	\$312,840	MRO	31-Aug-28	62311-0002(LT)	(300998) MOSS LAKE GOLD MINES LTD.
MLO-13250	Mining Licence of Occupation	98.893		MRO		null	(300998) MOSS LAKE GOLD MINES LTD.
MLO-13251	Mining Licence of Occupation	4.763		MRO		null	(300998) MOSS LAKE GOLD MINES LTD.
MLO-13260	Mining Licence of Occupation	11.744	\$535	MRO		null	(300998) MOSS LAKE GOLD MINES LTD.
MLO-13291	Mining Licence of Occupation	7.262	\$258	MRO		null	(300998) MOSS LAKE GOLD MINES LTD.
MLO-13443	Mining Licence of Occupation	411.221		MRO		null	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28572	Patent	14.795	\$83,913	MRO		62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28573	Patent	16.62	\$72,130	MRO		62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28574	Patent	15.54	\$3,188	MRO		62505-1001(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28575	Patent	16.374		MRO		62505-0912(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28576	Patent	19.469	\$3,994	MRO		62505-1001(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28577	Patent	13.95	\$2,862	MRO		62505-1001(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28578	Patent	6.309		MRO		62505-0568(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28579	Patent	5.318		MRO		62505-0569(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28580	Patent	12.675	\$3,391	MRO		62505-1000(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28581	Patent	15.196	\$4,065	MRO		62505-1000(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28582	Patent	15.937	\$5,451	MRO		62505-1000(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28583	Patent	13.302		MRO		62505-0561(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28584	Patent	11.08		MRO		62505-0560(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28586	Patent	13.33	\$3,566	MRO		62505-1000(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28587	Patent	13.379	\$3,579	MRO		62505-1000(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28588	Patent	11.287	\$76,241	MRO		62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28589	Patent	16.005	\$113,576	MRO		62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28590	Patent	19.36	\$46,787	MRO		62505-0570(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28591	Patent	17.624	\$572,171	MRO		62505-0571(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28592	Patent	14.476	\$223,096	MRO		62505-0572(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28593	Patent	16.39				62505-0562(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28594	Patent	15.852	\$1,562,328	MRO		62505-0573(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28595	Patent	21.63	\$93,873			62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28596	Patent	17.543	\$76,136			62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28597	Patent	20.955	\$90,944			62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28598	Patent	17.729	\$3,603			62505-0580(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28599	Patent	18	\$4,265			62505-0579(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28600	Patent	21.517	\$6,334			62505-0578(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28601	Patent	14.949	\$4,936			62505-0574(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28602	Patent	16.026	\$3,940			62505-0577(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28603	Patent	13.144	\$6,202			62505-0576(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28604	Patent	16.77	\$3,062			62505-0575(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28605	Patent	17.037	\$73,940			62505-0515(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28606	Patent	16.305	\$3,345			62505-1001(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28607	Patent	2.942				62505-0582(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28608	Patent	13.869				62505-0583(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28609	Patent	12.092				62505-0584(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28610	Patent	10.708				62505-0585(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28611	Patent	2.914				62505-0586(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28612	Patent	8.478				62505-0587(LT)	(300998) MOSS LAKE GOLD MINES LTD.
PAT-28613	Patent	9.474	\$2,534			62505-1000(LT)	(300998) MOSS LAKE GOLD MINES LTD.

PAT-52255	Patent	32.375	\$85,979	MR+SR	62505-1340(LT) (300998) MOSS LAKE GOLD MINES LTD.
PAT-52256	Patent	16.187	\$715,726	MR+SR	62505-1341(LT) (300998) MOSS LAKE GOLD MINES LTD.
PAT-52257	Patent	64.75	\$364,297	MR+SR	62505-1342(LT) (300998) MOSS LAKE GOLD MINES LTD.
PAT-52225	Patent		\$9,397.00	MRO	(412470) COLDSTREAM MINERAL VENTURES CORP.
PAT-52226	Patent			MRO	(412470) COLDSTREAM MINERAL VENTURES CORP.
PAT-52227	Patent			MRO	(412470) COLDSTREAM MINERAL VENTURES CORP.
PAT-52228	Patent			MRO	(412470) COLDSTREAM MINERAL VENTURES CORP.

Moss Lake Real Property

PIN	Legal Description
62505-0515 (LT)	PCL 17962 SEC TBF MRO; FIRSTLY MINING CLAIM TB 82836 UNSURVEYED TERRITORY E OF MOSS TWP; SECONDLY MINING CLAIM TB 82837 UNSURVEYED TERRITORY E OF MOSS TWP, EXCEPT LEW34934; THIRDLY MINING CLAIM TB 62761 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; FOURTHLY MINING CLAIM TB 62762 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; FIFTHLY MINING CLAIM TB 62885 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF PT OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, SITUATE IN THE BURCHELL LAKE AREA; SIXTHLY MINING CLAIM TB 62886 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF PT OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, SITUATE IN THE BURCHELL LAKE AREA; SEVENTHLY MINING CLAIM TB 62887 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF PT OF AN UNNAMED LAKE WITHIN THE LIMITS OF THIS MINING CLAIM, SITUATE IN THE BURCHELL LAKE AREA; EIGHTHLY PT MINING CLAIM TB 68813 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GRASSY LAKE IN THE BURCHELL LAKE AREA, EXCEPT SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF GRASSY LAKE, AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF GRASSY LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 66 FT FROM THE NEAREST POINT IN THE SAID

	HIGHWATER MARK; AND EXCEPT LEW34934; DISTRICT OF THUNDER BAY
62505-0560 (LT)	PCL 6060 SEC DFWF MRO; MINING CLAIM TB 62889 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0561 (LT)	PCL 6061 SEC DFWF MRO; MINING CLAIM TB 62888 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0562 (LT)	PCL 6062 SEC DFWF MRO; MINING CLAIM TB 62890 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0568 (LT)	PCL 6068 SEC DFWF MRO; PT MINING CLAIM TB 62733 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE SAID BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0569 (LT)	PCL 6069 SEC DFWF MRO; PT MINING CLAIM TB 62734 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE SAID BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0570 (LT)	PCL 6181 SEC DFWF MRO; MINING CLAIM TB 62763 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0571 (LT)	PCL 6182 SEC DFWF MRO; MINING CLAIM TB 62764 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0572 (LT)	PCL 6183 SEC DFWF MRO; MINING CLAIM TB 62765 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0573 (LT)	PCL 6184 SEC DFWF MRO; MINING CLAIM TB 62766 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0574 (LT)	PCL 6187 SEC DFWF MRO; MINING CLAIM TB 62897 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0575 (LT)	PCL 6188 SEC DFWF MRO; PT MINING CLAIM TB 62900 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF SKIMPOLE LAKE SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY

62505-0576 (LT)	PCL 6189 SEC DFWF MRO; PT MINING CLAIM TB 62899 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF SKIMPOLE LAKE SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0577 (LT)	PCL 6190 SEC DFWF MRO; PT MINING CLAIM TB 62898 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF SKIMPOLE LAKE, SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0578 (LT)	PCL 6191 SEC DFWF MRO; MINING CLAIM TB 62896 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0579 (LT)	PCL 6192 SEC DFWF MRO; MINING CLAIM TB 62895 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0580 (LT)	PCL 6193 SEC DFWF MRO; MINING CLAIM TB 62894 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0582 (LT)	PCL 6440 SEC DFWF MRO; PT MINING CLAIM TB 75397 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-0583 (LT)	PCL 6441 SEC DFWF; PT MINING CLAIM TB 75400 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-0584 (LT)	PCL 6442 SEC DFWF; PT MINING CLAIM TB 75404 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE, SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN SAID HIGHWATER MARK; EXCEPT F125677; DISTRICT OF THUNDER BAY
62505-0585 (LT)	PCL 6443 SEC DFWF; PT MINING CLAIM TB 75406 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS

	DISTANT 400 FT FROM THE NEAREST POINT IN SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-0586 (LT)	PCL 6444 SEC DFWF; PT MINING CLAIM TB 75407 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN THE SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-0587 (LT)	PCL 6445 SEC DFWF; PT MINING CLAIM TB 75412 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF BURCHELL LAKE SITUATE IN THE BURCHELL LAKE AREA, SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SHORES OF BURCHELL LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGHWATER MARK OF BURCHELL LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FT FROM THE NEAREST POINT IN THE SAID HIGHWATER MARK; EXCEPT SRO F125677; DISTRICT OF THUNDER BAY
62505-1000 (LT)	PCL 27285 SEC TBF MRO; MINING CLAIM TB 62769 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; PT MINING CLAIM TB 62892 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GOLDIE LAKE, SITUATE IN THE BURCHELL LAKE AREA; PT MINING CLAIM TB 62891 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GOLDIE LAKE, SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 62893 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 62768 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 62767 UNSURVEYED TERRITORY SITUATE IN THE BURCHELL LAKE AREA; DISTRICT OF THUNDER BAY
62505-1001 (LT)	PCL 27285 SEC TBF MRO; MINING CLAIM TB 68814 UNSURVEYED TERRITORY NOT COVERED BY THE WATERS OF GRASSY LAKE, SITUATE IN THE BURCHELL LAKE AREA; MINING CLAIM TB 82840 UNSURVEYED TERRITORY BEING LAND AND LAND UNDER THE WATER OF A SMALL CREEK, SITUATE E OF MOSS TWP; MINING CLAIM TB 82841 UNSURVEYED TERRITORY SITUATE E OF MOSS TWP; MINING CLAIM TB 82838 UNSURVEYED TERRITORY SITUATE E OF MOSS TWP; DISTRICT OF THUNDER BAY
62505-1340 (LT)	MINING LOCATION IN LYING NORTH OF MINK LAKE UNSURVEYED TERRITORY; THUNDER BAY
62505-1341 (LT)	MINING LOCATION 2N LYING NORTH OF MINK LAKE BLAKE EXCEPT MRO AS IN OFW45416 UNSURVEYED TERRITORY; THUNDER BAY

62505-1342 (LT)	MINING LOCATION 3N LYING NORTH OF MINK LAKE UNSURVEYED TERRITORY; THUNDER BAY
62505-0912 (LT)	PCL 5686 SEC DFWF; MINING CLAIM TB 82839 UNSURVEYED TERRITORY SITUATE E OF MOSS TWP CONTAINING BY ADMEASUREMENT 40.6 ACRES MORE OR LESS, EXCEPT SRO LEW30100, SRO LT99467; DISTRICT OF THUNDER BAY

Moss Lake Leases

PIN	Legal Description
62311-0001 (LT)	PCL 2858 SEC TBL; FIRSTLY: MINING CLAIM TB 288295 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 1 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE SOUTHERLY SHORE OF MOSS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF MOSS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK AND OVER A STRIP OF LAND ALONG THE WESTERLY SHORE OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; SECONDLY: MINING CLAIM TB 288296 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 2 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND

	OVER A STRIP OF LAND ALONG THE NORTHERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; THIRDLY: MINING CLAIM TB 288297 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 3 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE WESTERLY AND EASTERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIPS OF LAND ARE BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE RESPECTIVELY AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; FOURTHLY: MINING CLAIM TB 288298 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 4 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE WESTERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; FIFTHLY: MINING CLAIM TB 288299 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 5 55R5175 SAVING AND EXCEPTING THEREOUT AND THEREFROM THE SRO ON AND OVER A STRIP OF LAND ALONG THE WESTERLY SHORE OF SNODGRASS LAKE AND WHICH SAID STRIP OF LAND IS BOUNDED BY THE HIGH WATER MARK OF SNODGRASS LAKE AND BY A LINE, EVERY POINT OF WHICH IS DISTANT 400 FEET FROM THE NEAREST POINT IN THE SAID HIGH WATER MARK; SIXTHLY: MINING CLAIM TB 288300 MOSS BEING LAND AND LAND UNDER THE WATERS OF MOSS LAKE AND SNODGRASS LAKE PT 6 55R5175; DISTRICT OF THUNDER BAY
62311-0002 (LT)	PCL 3032 SEC TBL; MINING CLAIM TB 433178 MOSS; MINING CLAIM TB 433177 MOSS; MINING CLAIM TB 433217 MOSS; MINING CLAIM TB 433216 MOSS; MINING CLAIM TB 433222 MOSS; MINING CLAIM TB 433221 MOSS; MINING CLAIM TB 433226 MOSS; MINING CLAIM TB 433227 MOSS; MINING CLAIM TB 433223 MOSS BEING LAND AND LAND UNDER WATER PT 1, 2, 3, 4, 5, 6, 7, 8, 9 55R6477; DISTRICT OF THUNDER BAY

Schedule F

Required Consents

1. Consent under section 6.1(5) pursuant to a credit agreement dated September 27, 2019 among Wesdome Gold Mines Ltd., the lenders from time to time parties thereto, National Bank of Canada and National Bank Financial Inc. (and the related discharge of all security registered by National Bank of Canada and National Bank Financial Inc. on behalf of certain lenders of the Vendor Parent in respect of the Purchased Assets).
2. Consent under section 8 pursuant to a general security agreement dated September 27, 2019 between National Bank of Canada, Wesdome Gold Mines Ltd., Moss Lake Gold Mines Ltd. and 0976408 B.C. Ltd. (and the related discharge of all security registered by National Bank of Canada and National Bank Financial Inc. on behalf of certain lenders of the Vendor Parent in respect of the Purchased Assets).
3. Agreement to be bound from the Purchaser under section 11.1 pursuant to an agreement dated May 1, 2014 among Glencore Canada Corporation, Mega Uranium Ltd., Rainy Mountain Royalty Corp. and Canoe Mining Ventures Corp.
4. Agreement to be bound from the Purchaser under section 9 pursuant to a purchase agreement dated April 6, 2016 between Canoe Mining Ventures Corp. and Wesdome Gold Mines Ltd.
5. Agreement to be bound from the Purchaser under section 12.01 pursuant to a property option agreement dated January 20, 2003 between Costy Bumbu, James A. Martin and East West Resource Ltd.
6. Agreement to be bound from the Purchaser under section 12.01 pursuant to a property option agreement dated March 3, 2003 between Ken Kukkee, East West Resource Corp. and Maple Minerals Corp.
7. Agreement to be bound from the Purchaser under section 7 of schedules B-1 and B-2 pursuant to a settlement agreement dated October 7, 2014 between Alto Ventures Ltd., Canoe Mining Ventures Corp. and Coldstream Mineral Ventures Corp.
8. Agreement to be bound from the Purchaser under section 8.2 pursuant to a net smelter returns royalty agreement dated April 23, 2015 among Coldstream Mineral Ventures Corp., Canoe Mining Ventures Corp., and SPG Royalties Inc., as assigned to Moss Lake Gold Mines Ltd. pursuant to an assignment and assumption of royalty agreement dated October 17, 2016 between SPG Royalties Inc., Coldstream Mineral Ventures Corp., Canoe Mining Ventures Corp., Moss Lake Gold Mines Ltd. and Wesdome Gold Mines Inc.
9. Agreement to be bound from the Purchaser pursuant to a property option agreement dated May 3, 2006 between Canadian Golden Dragon Resources Ltd. and Alto Ventures Ltd.

10. Agreement to be bound from the Purchaser under section 9.3 pursuant to an option to purchase agreement on the Kukkee Burchell Lake Property dated July 20, 2009 between Ken Kukkee and Alto Ventures Ltd.
11. Consent under section 9.3 pursuant to an assets purchase agreement dated May 8, 2006 between Dino D'Angelo and Peter G.F. Young and Alto Ventures Ltd.
12. Consent of Ministry of Energy, Northern Development and Mines relating to the transfer of any Crown leases or mining licenses of occupation and the consent to and approval of the Documents of Conveyance by the Ministry of Finance for land transfer tax purposes in terms of separate the value of any mining rights from the surface rights.

Glencore Canada Corporation has an off-take right of first refusal under section 2.7 pursuant to an agreement dated May 1, 2014 among Glencore Canada Corporation, Mega Uranium Ltd., Rainy Mountain Royalty Corp. and Canoe Mining Ventures Corp. (which for clarity will not be triggered by the entering into or consummation of the transactions contemplated in the Agreement).

Schedule G
Royalty Agreement

See attached.

NET SMELTER RETURN ROYALTY AGREEMENT

THIS AGREEMENT (this “**Agreement**”) made as of this _____ day of _____, 2021

B E T W E E N:

WESDOME GOLD MINES LTD.

a corporation existing under the laws of the Province of Ontario,

(hereinafter referred to as the “**Holder**”)

- and -

[RESULTING ISSUER]

a corporation existing under the laws of Province of British Columbia,

(hereinafter referred to as the “**Owner**”)

WHEREAS Goldshore Resources Inc. (“**Goldshore**”) and the Holder entered into an asset purchase agreement dated January _____, 2021 (the “**Purchase Agreement**”) pursuant to which, among other things, Goldshore agreed to purchase, all of the assets comprising the Property (as defined in the Purchase Agreement) from the Holder and the Holder’s wholly-owned subsidiary, Moss Lake Gold Mines Ltd., and in partial satisfaction of the purchase price, Goldshore agreed to grant to the Holder the Royalty contemplated hereunder;

AND WHEREAS the Owner and Goldshore entered into an amalgamation agreement dated January _____, 2021 pursuant to which, among other things, the Owner has come to acquire 100% of the issued and outstanding shares of Goldshore effective as of the date hereof;

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the respective covenants and agreements herein contained and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party), the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Defined Terms

For purposes of this Agreement (including the recitals and Schedules hereto), the following terms shall have the respective meanings set out below and grammatical variations of such terms shall have corresponding meanings:

“**Affiliate**” means, at any time, and with respect to any Person, any other Person that at such time directly or indirectly through one or more intermediaries Controls, or is Controlled by, or is under common Control with, such first Person;

“**Allowable Costs**” means, for a period, in each case determined without duplication, the costs, charges and expenses actually incurred by or on behalf of the Owner during such period in connection with the smelting, refining, treatment, beneficiation and/or sale of Product removed from the Properties comprising:

- (a) smelting and refining charges, treatment and processing charges and penalties incurred, including all costs of assaying, analyzing, sampling or representation,

custom-smelting, minting and refining, representative and umpire charges, metal deductions and losses, penalties for impurities and charges for treating, refining, beneficiating, storing and handling the Product levied by the smelter, refinery or other place of treatment or beneficiation;

- (b) costs of transporting Product (including loading, freight, insurance, security, transportation, Taxes, handling, port, demurrage, delay and forwarding expenses incurred by reason of or in the course of transportation) from the Properties or from a concentrator, whether situated on or off the Properties, to any smelter, refinery or other place of treatment or beneficiation and then to the place of sale, costs of offsite freight, ocean freight and port charges and costs or charges of any nature for or in connection with insurance, security, storage, loading and discharge;
- (c) actual selling and brokerage costs for all Products on which the Royalty is based; and
- (d) any Taxes, if any, payable directly on, or assessed against, the value or quantity of the Product net of any input tax credit or refund receivable that reduces the actual amount of Tax that was otherwise paid, but excluding:
 - (i) any and all Taxes based upon the gross or net income or outstanding capital of the Owner or its Affiliates;
 - (ii) any business or franchise Taxes of the Owner or its Affiliates; or
 - (iii) any Taxes based on the value of the Properties and any improvements thereon including any *ad valorem* taxes and income taxes of any Person,

and provided that: (1) the calculation of Allowable Costs shall not take into account any existing or future royalties over the Properties or payable by the Owner and/or any other payments to third parties (including, without limitation, Governmental Authorities) that are entitled to such royalties by law; and (2) to the extent that any Products are loaded, treated, milled, processed, transported or unloaded, as applicable, whether on or off the Properties, in a facility wholly or partially owned by the Owner or an one of its Affiliates, Allowable Costs will not include any costs that are in excess of those which would be paid by the Owner or its Affiliates to an arm's length party for such services, or which would not be Allowable Costs if such Products were loaded, treated, milled, processed, transported or unloaded, as applicable, by an arm's length party;

"AOI" has the meaning set forth in the Purchase Agreement;

"Average Gold Price" means, for any period, the arithmetic average daily *"London Bullion Market Association (LBMA) Gold Price PM USD"* as published by the LBMA on its website (or should that quotation cease, then means the average spot price as published by COMEX on the CME Group website or should that quotation cease, another similar quotation acceptable to the parties, acting reasonably) calculated by summing such quoted prices reported for each day (or the average of all such prices reported for each such day, if more than one) and dividing the sum by the number of days in the period for which such prices were reported;

"Average COMEX Price" means, for any period, the arithmetic average daily COMEX settlement price for a given commodity (other than gold) as quoted in United States dollars as published by COMEX on the CME Group website (or should that quotation cease, another similar quotation acceptable to the parties, acting reasonably) calculated by summing such quoted prices reported for each day (or the average of all such prices reported for each such day, if more than one) and dividing the sum by the number of days in the period for which such prices were reported;

"Business Day" means any day, other than a Saturday, Sunday or statutory holiday in the Province of Ontario, Canada on which commercial banks in Toronto, Ontario are open for business;

"Calendar Quarter" means each three-month period ending March 31st, June 30th, September 30th and December 31st of each calendar year;

"Change of Control" means the happening, in a single transaction or in a series of related transactions, of any of the following events:

- (a) any transaction (other than a transaction described in clause (b) below) pursuant to which any person or group of persons acting jointly or in concert acquires the direct or indirect beneficial ownership of securities of the Owner representing 60% or more of the aggregate voting power of all of the Owner's then issued and outstanding securities entitled to vote in the election of directors of the Owner;
- (b) there is consummated an arrangement, amalgamation, merger, consolidation or similar transaction involving (directly or indirectly) the Owner and, immediately after the consummation of such arrangement, amalgamation, merger, consolidation or similar transaction, the shareholders of the Owner immediately prior thereto do not beneficially own, directly or indirectly, either (a) outstanding voting securities representing 40% or more of the combined outstanding voting power of the surviving or resulting entity in such amalgamation, merger, consolidation or similar transaction, or (b) 40% or more of the combined outstanding voting power of the parent of the surviving or resulting entity in such arrangement, amalgamation merger, consolidation or similar transaction, in each case in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Owner immediately prior to such transaction;
- (c) the sale, lease, exchange, license or other disposition of all or substantially all of the Owner's assets to a person other than a person that was an affiliate of the Owner at the time of such sale, lease, exchange, license or other disposition, other than a sale, lease, exchange, license or other disposition to an entity, forty percent (40%) or more of the combined voting power of the voting securities of which are beneficially owned by shareholders of the Owner in substantially the same proportions as their beneficial ownership of the outstanding voting securities of the Owner immediately prior to such sale, lease, exchange, license or other disposition; or
- (d) the passing of a resolution by the board of directors or shareholders of the Owner to substantially liquidate the assets of the Owner or wind up the Owner's business or significantly rearrange its affairs in one or more transactions or series of transactions or the commencement of proceedings for such a liquidation, winding-up or re-arrangement (except where such re-arrangement is part of a bona fide

reorganization of the Owner in circumstances where the business of the Owner is continued and the shareholdings remain substantially the same following the re-arrangement);

“Closing Date” has the meaning set out in Section 4.5(b);

“Commercial Production” means, and is deemed to have been achieved, upon the commencement of mining, extraction, processing and recovery for commercial exploitation and sale of Products from the Properties, excluding the taking, processing or shipping of minerals or Products from the Properties for the purpose of bulk sampling, testing, determining the amenability of the minerals or Products to beneficiation processes;

“Common Shares” means the common shares in the capital of the Owner;

“Confidential Information” means all Technical Data, and any other information concerning any matters affecting or relating to the Properties, including this Agreement and information regarding plans, budgets, processes, results of exploration, development and mining and other data, except to the extent that such information has already been publicly disclosed by a party as permitted herein or that can be demonstrated to have been previously publicly disclosed by a Person who did not do so in violation or contravention of any duty or agreement;

“Control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the legal or beneficial ownership of either more than 50% of the securities or interests or sufficient securities or interests to elect a majority of the directors, trustees or other governing body of such Person, by contract or otherwise, and the terms “Controlled” and “Controlling” shall have meanings correlative to the foregoing;

“Dispute” has the meaning set out in Section 3.5(a);

“Dispute Notice” has the meaning set out in Section 3.5(b);

“Election Notice” has the meaning set out in Section 4.5(b);

“Exchange” means the Canadian Securities Exchange, the TSX Venture Exchange, the Toronto Stock Exchange, or such other stock exchange where the Common Shares are listed from time to time;

“Excluded Liabilities” has the meaning set forth in the Purchase Agreement;

“Goldshore” has the meaning set out in the recitals;

“Governmental Authority” means any: (a) federal, national, state, provincial, regional, municipal, borough, foreign, international, multinational government or jurisdiction (and any political subdivision thereof); (b) any governmental or quasi-governmental authority (including any agency, branch, department, board, commission, court, tribunal, bureau, registry or instrumentality or other entity exercising governmental or quasi-governmental powers); (c) any other body exercising or purporting to exercise any administrative, executive, judicial, legislative, police, regulatory or taxing authority, including any stock exchange or self-regulatory organization; and (d) any official of (a), (b) or (c) while such official is acting in his or her official capacity;

“Governmental Authorization” means any order, directive, notice, permit, license, variance, franchise, approval, finding of suitability, certificate, consent, right, quota, derivative, ratification, grant, registration, recognition order, permission, clearance, privilege, confirmation, endorsement, waiver, exemption, exemption relief order, no-action relief order, certification, transfer, qualification, other authorization or similar right issued, granted, given or otherwise made available by or under the authority of any Governmental Authority, including under any agreement with any Governmental Authority, as amended, modified, codified, replaced or renewed from time to time;

“Gross Revenues” for any period is determined as follows:

- (a) if Products are sold by the Owner (i) to one or more of its Affiliates or (ii) in connection with Trading Activities, as applicable, then the Gross Revenues in respect of such Products will be equal to (x) in the case of gold, the value of such Products with reference to the Average Gold Price during the period, without regard to the proceeds actually received by the Owner and (y) in the case of all other Products (other than gold), the value of such Products with reference to the Average COMEX Price for such Products (other than gold) during the period, without regard to the proceeds actually received by the Owner;
- (b) if any Products are sold by the Owner in a manner that is not addressed in section (a) above, then the Gross Revenue shall be the amount of gross proceeds actually received by the Owner or its Affiliates (without duplication), including any bonuses, premiums and subsidies applicable to such sale or disposition, in the applicable period for the sale of Product produced from the Properties to a smelter, refiner or other *bona fide* purchaser; and
- (c) if there is an insurable loss of or damage to Products, whether or not occurring on the Properties and whether the Products are in possession of the Owner or its Affiliates or otherwise, then the Gross Revenues will be equal to the sum of the insurance proceeds actually paid to the Owner in respect of such loss or damage;

“Holder” has the meaning set out in the recitals;

“Holder Indemnified Parties” has the meaning set out in Section 5.1(a);

“Indemnified Party” has the meaning set out in Section 3.3(b);

“IFRS” means the international financial reporting standards that have been established in Canada, including those approved from time to time by the International Accounting Standards Board or any successor body thereto;

“Law” or **“Laws”** means all applicable laws (statutory or common), by-laws, constitutions, rules, ordinances, regulations, grants, concessions, franchises, licenses, Orders, protocols, guidelines, directives, judgments, instructions and decrees of any Governmental Authority having jurisdiction or purported jurisdiction, and other applicable restrictions of any Governmental Authority, including the terms of any Governmental Authorization, any applicable Order or any other restriction or prohibition of any Governmental Authority, whether legislative, regulatory, municipal, administrative or judicial in nature;

“Mining Right” has the meaning set out in Section 4.4(a);

“Net Smelter Return” means the amount, if any, by which Gross Revenues for such period exceed the Allowable Costs for such period;

“Operations Report” has the meaning set out in Section 3.2;

“Orders” means orders, injunctions, judgments, administrative complaints, decrees, resolutions, rulings, awards, assessments, writs, decisions, directions, directives, instructions, penalties, fines or sanctions issued, filed or imposed by a Governmental Authority or arbitrator;

“Owner” has the meaning set out in the recitals;

“Person” means any individual, corporation, legal person, partnership, firm, joint venture, syndicate, association, trust, trustee, trust company, limited liability company, unincorporated organization, Governmental Authority or any other form of entity or organization;

“Product” means ores mined from the Properties and any concentrates or other ore materials or products in whatever form or state which are mined, excavated, extracted, recovered in soluble solution or otherwise recovered or produced as part of the operations relating to the Properties and carried out hereunder;

“Properties” means: (i) the claims, mining leases, mining concessions, exploration permits, leases to mine surface mineral substances and all applications related thereto, as set out in Schedule A, and any renewal, replacements, substitutions or modifications of the foregoing; and (ii) surface rights, water rights and other rights relating to minerals or to access minerals, Governmental Authorizations and other forms of mineral title, whether contractual, statutory or otherwise, together with all other interests in real property, licenses, leases, fixtures and improvements and all easements, rights-of-way (including for transmission lines and pipelines and related equipment), water rights, landing and access rights in respect of port access and all other appurtenances which, as of the date hereof, are held by or for the benefit of the Owner in connection with the Properties;

“Purchase Agreement” has the meaning set out in the recitals;

“Purchase Option” has the meaning set out in Section 4.5(a);

“Purchase Price” has the meaning set out in Section 4.5(a);

“Review Period” has the meaning set out in Section 2.4(b);

“Royalty” means the net smelter royalty granted by the Owner to the Holder pursuant to Section 2.1;

“Royalty Payment” has the meaning set out in Section 2.2(a);

“Royalty Rate” has the meaning set out in Section 2.1;

“Surrender” has the meaning set out in Section 4.4(a);

“Taxes” means any federal, provincial, territorial, state or local goods and services, harmonized sales, value added, stamp, licence, excise, sales, use, mining or other tax, levy, duty, assessment, reassessment or other charge of any kind whatsoever relating to the sale of the Product, including any interest and penalty or other addition to or on any of

the foregoing, whether disputed or not, imposed by a Governmental Authority, and for greater certainty excludes income, corporation, property, land transfer, stamp, licence, payroll and profit share, social security, capital and employment insurance taxes or premiums;

“Technical Data” means engineering studies and working papers, consultants reports and working papers, pre-feasibility studies and reports, preliminary economic assessments, feasibility studies and reports, mine plans, surface and underground maps, assays, samples, cores, analyses, geologic and geophysical maps, engineering maps, photographs, drill logs, exploration reports, environmental studies, correspondence with any Governmental Authority, reserve studies and reports, metallurgical studies and reports, mineral reserve and mineral resource estimates and all other information and data in printed or electronic form concerning the condition, geology, mineral potential, physical characteristics, minability or other scientific or technical matters related to the Properties, any facilities constructed in respect of the Properties or the activities or operations at the Properties;

“Trading Activities” means any and all price hedging and price protection activities undertaken by the Owner or its Affiliates with respect to any Products or currency exchanges, including any forward sale and/or purchase contracts, spot-deferred contracts, option contracts, speculative purchases and sales of forward, futures and option contracts, both on and off commodity exchanges; and

“VWAP” means the volume weighted average trading price of the Common Shares on the Exchange, and calculated by dividing the total value by the total volume of the Common Shares traded for the relevant period.

1.2 Rules of Construction

Unless the context otherwise requires, in this Agreement:

- (a) the terms “Agreement”, “this Agreement”, “the Agreement”, “hereto”, “hereof”, “herein”, “hereby”, “hereunder” and similar expressions refer to this Agreement in its entirety and not to any particular provision hereof;
- (b) references to an “Article”, “Section” or “Schedule” followed by a number or letter refer to the specified Article or Section of or Schedule to this Agreement;
- (c) the division of this Agreement into articles and sections and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement;
- (d) words importing the singular number only shall include the plural and vice versa and words importing the masculine gender shall include the feminine and neuter genders and vice versa;
- (e) unless otherwise indicated, any reference to a statute, regulation or rule shall be construed to be a reference thereto as the same may from time to time be amended, re-enacted or replaced, and any reference to a statute shall include any regulations or rules made thereunder;

- (f) the words “include”, “includes” and “including” mean “include”, “includes” or “including”, in each case, “without limitation”;
- (g) reference to any agreement or other instrument in writing means such agreement or other instrument in writing as amended, modified, replaced or supplemented from time to time;
- (h) unless otherwise indicated, time periods within which a payment is to be made or any other action is to be taken hereunder shall be calculated excluding the day on which the period commences and including the day on which the period ends;
- (i) whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day; and
- (j) this Agreement has been negotiated by each party with the benefit of legal representation, and any rule of construction to the effect that any ambiguities are to be resolved against the drafting party do not apply to the construction or interpretation of this Agreement.

1.3 Entire Agreement

This Agreement (including the Schedule attached hereto) constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral, with respect to all matters arising after the date hereof. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as provided herein or as provided in other documents executed and delivered by the parties in connection herewith.

1.4 Currency

Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian dollars.

1.5 Schedule

The following Schedule is attached to and forms an integral part of this Agreement:

Schedule A - Properties

ARTICLE 2 NET SMELTER RETURN ROYALTY

2.1 Grant of Royalty

The Owner agrees to pay to the Holder a net smelter return royalty (the “**Royalty**”) at a fixed rate of 1.0% (the “**Royalty Rate**”) of the Net Smelter Return.

2.2 Calculation and Payment of Royalty

- (a) The Royalty payable to the Holder shall be calculated on a quarterly basis and the amount of the Royalty payable to the Holder in respect of any applicable Calendar

Quarter (the “**Royalty Payment**”) shall be equal to the product of the Net Smelter Return for such Calendar Quarter multiplied by the Royalty Rate.

- (b) Beginning with the Calendar Quarter that any portion of the Properties comes into Commercial Production, the Royalty Payment the Owner is obligated to pay the Holder in respect of each applicable Calendar Quarter shall be paid to the Holder within 45 days after the end of each such applicable Calendar Quarter by delivery to the Holder of a certified cheque, bank draft or wire transfer of immediately available funds made payable to, or to the order of, the Holder.
- (c) For purposes of the calculation of all Royalty Payments, any amounts received by the Owner in United States dollars shall be converted into Canadian dollars on the basis of the Bank of Canada daily exchange rate as at the close of business of the date immediately preceding the making of a Royalty Payment. All Royalty Payments shall be made in Canadian dollars and will be made subject to withholding or deduction in respect of the Royalty for, or on account of, any present or future Taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or on behalf of any government having power and jurisdiction to tax and for which the Owner may be obligated by Law to withhold or deduct and remit to the relevant taxation authorities.
- (d) The Owner shall have the right to mine, remove and sell such amount of Product as is reasonably necessary for sampling, assaying, metallurgical testing and evaluation of the mineral potential of the Properties, provided that in the event such removed Product is sold, the proceeds from such sale shall be included in Gross Revenue.

2.3 Interest in Land

- (a) The parties intend that the Royalty, to the fullest extent permissible under Law, constitutes a real right in the Properties and, accordingly, agree that, to the fullest extent permitted by Law:
 - (i) the Royalty will run with the Properties and any disposition or transfer of the Properties, or any interest therein, shall be subject to the Royalty;
 - (ii) any sale or other disposition of any interest in the Properties by the Owner will be effective only in accordance with Section 4.3; and
 - (iii) the Holder may, to the extent permissible under applicable Laws, register or otherwise record against titles to the Properties, the form of notice or other document or documents as the Holder may reasonably request to give notice of the existence of the Royalty to third Persons (and the Owner shall cooperate with the Holder in connection with the making of all such registrations and recordings and provide its written consent or signature to any documents and do such other things from time to time as are reasonably necessary or desirable to effect all such registrations or recordings or otherwise to protect the interests of the Holder in the Royalty as contemplated hereunder), and to protect the Holder’s right to receive the Royalty as contemplated herein; provided, however, that the Owner shall

not be required to in any way amend or revise this Agreement in connection with such registrations or recordings.

2.4 Accounting Matters

- (a) All calculations and computations relating to the Royalty Payments to be made to the Holder hereunder shall be made on the accrual method and shall be carried out on a consistent basis in accordance with IFRS to the extent that such standards are not inconsistent with the provisions of this Agreement. In the event of any inconsistency between IFRS and the provisions of this Agreement, the provisions of this Agreement shall prevail.
- (b) Any Royalty Payment made hereunder shall be considered final and in full satisfaction of all obligations of the Owner hereunder in respect of the Royalty payable for the period to which such payment relates unless within 90 days (the “**Review Period**”) after the receipt by the Holder of a Royalty Payment, the Holder provides a written notice of its objection (describing in detail the specific objection and its basis therefor) to the Owner. If a Dispute arises in connection with the Holder’s objection the parties to the Dispute shall use their commercially reasonable best efforts to successfully settle the matter. If the Dispute cannot be resolved by the mutual agreement of the parties within 90 days after receipt of such notice of objection by the Owner, any party to the Dispute may elect to have the Dispute arbitrated in accordance with Section 3.5.
- (c) Representatives of the Holder (which may include representatives of the Holder’s auditor) shall be entitled, within the Review Period and upon not less than five days’ prior written notice from the Holder, to inspect and audit the books of account, records and supporting materials of the Owner related to the determination of the Royalty Payment or otherwise confirming the rights and obligations of the Holder and the Owner hereunder. If such audit determines that there has been a deficiency or an excess in the Royalty Payment made to the Holder, such deficiency or excess shall be resolved by adjusting the next Royalty Payment due hereunder and if no subsequent Royalty Payment is due, by cash payment. The Holder shall pay all costs and expenses of any inspection or audit unless a deficiency of 2% or more of the amount due to the Holder is determined to exist, in which case the Owner will pay the costs of such audit. In the event a Dispute arises regarding any adjustment to Royalty Payments as provided in this Section 2.4(c) which cannot be resolved by the mutual agreement of the parties within 90 days, any party may elect to have the Dispute arbitrated in accordance with Section 3.5. The accounting firm selected by the Holder to perform the audit shall enter into a confidentiality agreement in favour of the Owner that includes the confidentiality provisions of Section 3.4.
- (d) Any Trading Activities engaged in by the Owner or its Affiliates in respect of Products, and the profits and losses generated thereby, shall not, in any manner, be taken into account in the calculation of Royalty Payments due to the Holder, whether in connection with the determination of price, the date of sale or the date any Royalty Payment is due or in any other respect. The Holder acknowledges that the Owner or its Affiliates engaging in Trading Activities may result in the Owner or its Affiliates realizing from time to time fewer or more dollars for Product than the amount determined for Gross Revenues. Similarly, the Holder shall not

be obligated to share in any losses generated by any such Trading Activities with respect to any Product.

- (e) For the purpose of determining the amount of the Royalty Payments required to be made to the Holder pursuant to Section 2.2, all receipts and disbursements in a non-Canadian currency will be converted into Canadian currency on the basis of the daily exchange rate quoted by the Bank of Canada on the last Business Day prior to the date of receipt or disbursement, as the case may be, or, failing such quotation, on the basis of the daily exchange rate quoted by The Bank of Nova Scotia or its successors on that Business Day.

ARTICLE 3

REPORTING, ACCESS; DISPUTE RESOLUTION; OPERATIONS

3.1 Records

The Owner shall, from and after the date hereof, keep accurate records of the tonnage, volume of Products, analysis of Products, weight, moisture, assays of pay metal content and other records, as appropriate, related to the determination of the Net Smelter Return.

3.2 Operations Reports

Each Royalty Payment under Section 2.2 (or the first Royalty Payment for each Calendar Quarter where the Owner does not make the Royalty Payments at the same time) shall be accompanied by a report from the Owner setting out in reasonable detail the following information (the “Operations Report”):

- (a) the quantity, type and grade of Products produced and sold by the Owner during the applicable Calendar Quarter;
- (b) the Royalty payable for the applicable Calendar Quarter, and details of the Gross Revenues (including details of the calculation of Average Gold Price determined as applicable and proceeds of sale for other Products) and Allowable Costs underlying the calculation of the Royalty; and
- (c) other pertinent information in sufficient detail to explain the calculation of the Royalty Payment.

3.3 Inspection Rights

- (a) At any time after Commercial Production has been achieved, upon not less than five days’ written notice to the Owner, the Holder or its authorized representatives may enter upon all surface and subsurface portions of the Properties for the purpose of inspecting the Properties, all improvements thereto and operations thereon, and may, subject to the obligations of confidentiality described in Section 3.4, inspect and copy all records and data directly pertaining to the determination of the Royalty and including such records and data which are maintained electronically; provided, however, that this inspection right shall not be exercised by the Holder more frequently than annually. The Holder and its authorized representatives shall enter the Properties at its own risk and may not hinder

operations on or pertaining to the Properties and shall comply with the health and safety rules of the Owner.

- (b) The Holder shall indemnify and save harmless the Owner and its Affiliates, and their respective officers, directors, employees, agents and their successors and assigns, and attorneys (each, an “**Indemnified Party**”), from and against any expenses, costs, penalties, fines, losses, liabilities (including, any amounts paid in settlement, all interest and penalties and all legal and other professional fees and disbursements) which may be suffered or incurred by any of them by reason of damage to property or injury to the Holder or any of its agents or representatives caused by the Holder’s exercise of its rights under this Section 3.3, except where such damage or injury was caused by the gross negligence or willful misconduct of an Indemnified Party.

3.4 Confidentiality

- (a) All Confidential Information shall be treated by the Holder as confidential during the term of this Agreement and at all times thereafter. The Holder shall not, without the express written consent of the Owner, disclose Confidential Information, other than to employees, agents, consultants or advisors of the Holder in respect of the administration or enforcement of its rights hereunder and who agree to be bound by the confidentiality provisions of this Agreement (the breach of which shall be deemed to be a breach by the Holder). In addition, the Holder shall not use any Confidential Information for its own use or benefit except for the purpose of this Agreement.
- (b) Notwithstanding Section 3.4(a), the Holder may disclose Confidential Information:
 - (i) if the disclosure is necessary to comply with its disclosure obligations and requirements under any securities law, rules or regulations or stock exchange listing agreements, policies or requirements (including any disclosure necessary to comply with a directive or request of, or to obtain an authorization from, any Governmental Authority);
 - (ii) if the disclosure is made on a confidential basis to a prospective assignee or financier of the Holder, provided that such prospective assignee or financier enters into a confidentiality agreement in favour of the Owner that includes the confidentiality provisions of this Section 3.4 and provided further that the Holder agrees that it will indemnify and save the Owner harmless from all loss, damage, costs, actions, suits and expenses arising out of or in connection with any disclosure of Confidential Information by such prospective assignee or financier; or
 - (iii) for the purpose of any judicial or arbitral proceedings arising out of this Agreement.
- (c) If the Holder determines that it is required to publish or disclose the text of this Agreement or any other Confidential Information in accordance with Section 3.4(b)(i), it shall avail itself of the full benefits of any laws, rules, regulations or contractual rights as to disclosure on a confidential basis to which it may be entitled, and to the extent not prohibited by Laws, provide the Owner with prompt

written notice so that the Owner may, at its own expense, seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If such protective order or other remedy is not obtained and the Owner does not waive compliance with the provisions of this Agreement, the Holder shall disclose, or permit the disclosure of, only that portion of the Confidential Information that is required by Law or the Governmental Authority to be disclosed and the Holder will provide the Owner with an opportunity to propose appropriate redactions to the text of this Agreement or such Confidential Information, and the Holder hereby agrees to accept any such suggested redactions or not make such disclosure, as the case may be, to the extent permitted by such Law. If the Owner does not respond to a request for comments within 48 hours (excluding days that are not Business Days), the Holder shall be entitled to issue the disclosure without the input of the Owner. The Holder shall disclose, or permit disclosure of, only that portion of Confidential Information required to be disclosed by Law.

3.5 Cooperation and Dispute Resolution

- (a) In the event of any dispute, claim, question or disagreement (each a **"Dispute"**) arising out of or relating to this Agreement or breach hereof, the parties to the Dispute shall use all reasonable endeavours to settle such Dispute pursuant to this Section 3.5, to the extent permitted by Law.
- (b) If a Dispute arises, the parties shall consult and negotiate with each other in good faith and attempt to reach a just and equitable solution to the Dispute, satisfactory to all parties, within a period of 90 days following written notice of the Dispute (the **"Dispute Notice"**) by one party to the other party.
- (c) If the parties do not reach a resolution of the Dispute within a period of 90 days following delivery of the Dispute Notice, then the Dispute shall be referred to and finally settled by an arbitration pursuant to the *Arbitration Act*, 1991, S.O. 1991, Chapter 17, and based upon the following:
 - (i) there shall be one arbitrator if the parties to the Dispute mutually agree on the selection of such arbitrator within 15 days following receipt of the written request from the party requesting arbitration;
 - (ii) if the parties do not reach an agreement on a single arbitrator within such period, there shall be three arbitrators, one of whom shall be designated by the Owner, one of whom shall be designated by the Holder and the two arbitrators so designated shall appoint the third arbitrator who shall preside over the arbitration tribunal;
 - (iii) if the Owner or the Holder fail to appoint an arbitrator within five days following the termination of the 15 day period provided in Section 3.5(c)(i) above, or if the Owner and the Holder have each designated an arbitrator pursuant to Section 3.5(c)(ii) and the two arbitrators fail to designate a third arbitrator within another five days after they both have been designated, then the missing arbitrator(s) will be designated upon the request of either the Owner or the Holder by a judge of the Ontario Superior Court of Justice;
 - (iv) the arbitration shall be conducted in English and held in the City of Toronto;

- (v) the arbitrator or arbitration panel shall determine what portion of the costs and expenses incurred in such proceeding shall be borne by each party participating in the arbitration;
- (vi) the award of the arbitrator shall be final and binding on each of the parties and shall not be subject to any appeal on any ground, including an error of law;
- (vii) the parties covenant that they shall conduct all aspects of such arbitration having regard at all times to expediting the final resolution of such arbitration; and
- (viii) the parties and the arbitrator shall treat as confidential and shall not disclose to a third party without prior written consent from the parties all matters relating to the arbitration (including the existence of the arbitration), the award, materials created for the purpose of the arbitration and documents produced by another party in the proceedings and not in the public domain except in compliance with Section 3.4.

3.6 Decisions Concerning Operations

The Owner may, but will not be obligated to treat, mill, heap leach, sort, concentrate, refine, smelt, or otherwise process, beneficiate or upgrade the ores, concentrates, and other Products at sites located on or off the Properties, prior to a sale. The Owner will not be liable for mineral values lost in processing under sound practices and procedures, and no Royalty will be due on any such lost mineral values. The Owner will have complete discretion concerning the nature, timing and extent of all exploration, development, mining and other operations conducted on or for the benefit of the Properties and may suspend operations and production on the Properties at any time it considers prudent or appropriate to do so. The Owner will not owe the Holder any duty to explore, develop or mine the Properties, or to do so at any rate or in any manner other than that which the Owner may determine in its sole and unfettered discretion. The Owner may, but is not obligated to, retain ore or treated ore containing minerals as inventory for any length of time and for any reason. The Owner will not have an obligation to sell any Products at any time.

3.7 Commingling/Tailings

- (a) Commingling of Products from the Properties with other ores, doré, concentrates, metals, minerals or mineral by-products produced elsewhere is permitted, provided that reasonable and customary engineering and technical procedures, in accordance with good Canadian mining industry practice, are established for the weighing, sampling, assaying and other measuring or testing necessary to fairly allocate valuable metals contained in such Products and in the other ores, doré, concentrates, metals, minerals or mineral by-products.
- (b) All tailing, residues, waste rock, spoiled leach materials, and other materials resulting from the Owner's operations and activities on the Properties shall be the sole property of the Owner, but shall remain subject to the obligation to pay the Royalty should the same be processed or reprocessed, as the case may be, in the future and result in Products.

ARTICLE 4 ASSIGNMENT AND ABANDONMENT

4.1 Assignment by Holder

- (a) Until the date that the Purchase Option has expired or terminated, unexercised, the Holder shall not assign, transfer or otherwise convey any of its rights or obligations under this Agreement (including the Royalty) without the prior written consent of the Owner.
- (b) Provided that the Purchase Option has expired or terminated, unexercised, the Holder may, assign, transfer or otherwise convey all, but not less than all, of its rights and obligations under this Agreement (including the Royalty) without the prior written consent of the Owner; provided, however, that no such assignment, transfer or conveyance shall be effective unless: (i) within a period of two Business Days after such assignment, transfer or conveyance, the Holder delivers to the Owner a certified copy of the instrument evidencing the change in the ownership in the Royalty; and (ii) the transferee has executed and delivered to the Owner within a period of two Business Days after such assignment, transfer or conveyance an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto.
- (c) The Holder may, at any time and from time to time, transfer or otherwise convey all or any of its rights and obligations under this Agreement in connection with the amalgamation, combination, merger, or similar transaction between the Holder and one or more of its Affiliates, provided that the Holder shall cause any such Affiliates to comply with this Agreement on the same basis as the Holder and shall be liable for any breach thereof by any such Affiliate.

4.2 Change in Ownership of Right to Royalty

No change in the ownership of the Royalty, however accomplished, shall enlarge the obligations or diminish the rights of the Owner. The Holder covenants and agrees that any change in ownership of the Royalty shall be accomplished in such a manner that the Owner and its Affiliates shall be required to make payments and give notice to no more than one Person and, upon breach of this covenant, the Owner and its Affiliates may retain all Royalty Payments otherwise due until such breach has been cured. Under no circumstances will the Owner be required to make payments in respect of the Royalty to, or to otherwise deal in respect of this Agreement with, more than one Person.

4.3 Assignment by Owner

- (a) The Owner may assign, transfer or otherwise convey this Agreement or all (but not less than all) of its rights or obligations under this Agreement in connection with any assignment or conveyance of all or any of the Properties, whether directly or indirectly, without the prior written consent of the Holder; provided, however, that no such assignment, transfer or conveyance shall be effective unless: (i) within a period of two Business Days after such assignment, transfer or conveyance, the Owner delivers to the Holder a certified copy of the instrument evidencing such assignment, transfer or conveyance; and (ii) the transferee has executed and

delivered to the Holder within a period of two Business Days after such assignment, transfer or conveyance an instrument pursuant to which the transferee agrees to be bound by the terms hereof and by all of the liabilities and obligations of the transferor hereunder in the same manner and to the same extent as though the transferee was an original party hereto.

- (b) The Owner may, at any time and from time to time, transfer or otherwise convey all or any of its rights and obligations under this Agreement in connection with the amalgamation, combination, merger, or similar transaction between the Owner and one or more of its Affiliates.
- (c) The Owner may transfer, sell, assign or otherwise dispose of all or any portion of its interest in the Properties, provided that such transfer will not be effective as against the Holder until the purchaser has delivered to the Holder and the Owner a deed of covenant agreeing to be bound, to the extent of the interests transferred, by all of the terms and conditions of this Agreement and which also provides that the purchaser of the Properties will assume all of the rights, obligations and liabilities of the Owner under this Agreement.

4.4 Abandonment by Owner

- (a) If the Owner decides to permanently surrender, abandon, relinquish or let lapse or expire (collectively, "**Surrender**"), any portion of the Properties or rights related thereto (a "**Mining Right**"), the Owner shall give notice of such decision to the Holder not less than 90 days prior to the effective date of such Surrender and shall use reasonable commercial efforts to provide the Holder with the opportunity to acquire such Mining Right for no consideration, on an "as is where is" basis. The Holder agrees that any future Royalty will not be payable by the Owner in respect of a Mining Right after it is transferred to the Holder under this Section 4.4(a) or such interest is obtained in any other manner by the Holder or its Affiliates, nor will any Royalty be payable in respect of any Mining Right that is Surrendered and was not renewed, substituted or re-acquired by the Owner or any of its Affiliates (in the circumstances set out in Section 4.4(b)) after notice of such Surrender or expiry has been given to the Holder pursuant to this Section 4.4(a).
- (b) The parties agree that if a Mining Right is Surrendered by the Owner and is then subsequently reacquired by the Owner or any of its Affiliates the Royalty will be payable on any Product obtained from that Mining Right after the date of such reacquisition by the Owner or its Affiliates, all on the same terms as in this Agreement, but once a Mining Right is acquired, whether by way of transfer pursuant to Section 4.4(a) or otherwise, by the Holder or any of its Affiliates after the date of this Agreement, no further Royalty will be payable in connection with that Mining Right, regardless of whether the Owner or any of its Affiliates reacquires such Mining Right.

4.5 **Royalty Purchase Option**

- (a) Subject to Section 4.5(e), notwithstanding anything else contained herein, the Owner shall have the right (the “**Purchase Option**”) to repurchase 100% of the Royalty (resulting in the Royalty Rate being equal to 0.0%) from the Holder during the periods set forth below, for the following consideration (such consideration being the “**Purchase Price**”):
 - (i) if the Purchase Option is exercised at any time prior to the date that is 30 months following the date of this Agreement, the Purchase Price shall be:
 - (A) \$3,000,000 in cash; and
 - (B) such number of Common Shares as is equal to \$2,000,000 divided by the VWAP of the Common Shares for the fifteen (15) trading days prior to the date of issuance; or
 - (ii) if the Purchase Option is exercised at any time after the date that is 30 months following the date of this Agreement, but prior to the date that is 48 months following the date of this Agreement:
 - (A) \$5,500,000 in cash; and
 - (B) such number of Common Shares as is equal to \$2,000,000 divided by the VWAP of the Common Shares for the fifteen (15) trading days prior to the date of issuance.
- (b) The Owner may exercise the Purchase Option by providing an irrevocable written notice (the “**Election Notice**”) to the Holder setting out a closing time for the sale, which shall be 9:00 a.m. (Toronto time) on a Business Day that is no less than 30 and no more than 60 days from the date of delivery of the Election Notice to the Holder (the “**Closing Date**”).
- (c) Any amounts owing under the purchased Royalty up to, but excluding the Closing Date, shall be paid by the Owner to the Holder on the Closing Date.
- (d) On the Closing Date, the Holder shall execute all such further instruments and documents and do all such further actions as may be necessary to remove and discharge the registrations and recordings filed against the Properties in connection with the Royalty.
- (e) The Purchase Option shall automatically terminate effective immediately (without any notice or further action on the part of the Owner or the Holder) upon completion of a Change of Control, and the Purchase Option shall be of no further force and effect as of such date.

4.6 **Effect of Royalty Purchase**

Notwithstanding anything in this Agreement to the contrary, if the Owner repurchases the Royalty from the Holder pursuant to Section 4.5 then the Royalty shall be deemed to be immediately cancelled and of no further force and effect.

4.7 Expiration of Purchase Option

If the Purchase Option is not exercised by the date that is 48 months following the date of this Agreement, the Purchase Option shall immediately expire and be of no further force or effect.

ARTICLE 5 GENERAL MATTERS

5.1 Indemnity by the Owner

- (a) **Indemnity by the Owner.** Except as set forth in section 5.1(b), the Owner does hereby agree to defend, indemnify, reimburse and hold harmless the Holder, its officers, directors, employees, agents, affiliates and its successors and assigns (collectively, the “**Holder Indemnified Parties**”), and each of them, from and against any and all claims, demands, liabilities, actions and proceedings, which may be made or brought against the Holder Indemnified Parties or which any of them may sustain, pay or incur that result from or relate to operations conducted on or in respect of the Properties that result from or relate to the mining, handling, transportation, smelting or refining of the Products or the handling or transportation of the Products.
- (b) **Limitation of Indemnity.** The indemnity provided in section 5.1(a) is limited to claims, demands, liabilities, actions and proceedings that may be made or taken against a Holder Indemnified Party its capacity as or related to the Holder as a holder of the Royalty and will not include any indemnity in respect of any claims, demands, liabilities, actions and proceedings against a Holder Indemnified Party in any other capacity (including, without limitation, at all times when the Holder is Wesdome Gold Mines Ltd. (or an Affiliate thereof), in connection with any claims, demands, liabilities, actions and proceedings in connection with any Excluded Liabilities, or for which the Owner is otherwise not responsible nor liable, pursuant to the terms of the Purchase Agreement, and in such circumstances this indemnity will not be available). For greater certainty, at all times when the Holder is Wesdome Gold Mines Ltd. (or an Affiliate thereof), no Holder Indemnified Party shall be entitled to set off any amounts payable to the Holder or Holder Indemnified Party under this Agreement against any amounts payable by the Holder (or Holder Indemnified Party) under the Purchase Agreement, and under no circumstances will the indemnity provided in section 5.1(a) operate to derogate from, limit, narrow or render inoperative, the indemnity obligations and liabilities (or any portion thereof) of the Holder (or Holder Indemnified Party) under the Purchase Agreement.

5.2 Technical Reports

If the Holder is required to file technical reports or other technical or scientific documentation or information, including information regarding estimates of mineral resources or mineral reserves, with securities or other regulatory authorities in connection with its ownership of the Royalty, the Owner shall permit representatives of the Holder reasonable access to technical or scientific data and records of the Owner relating to the Properties as may reasonably be required so as to prepare, compile or verify the required technical information. Such access to such technical data and related records will be provided by the Owner as an accommodation without any representation and warranty by the Owner whatsoever as to its accuracy or completeness. Other

than providing such access, the Owner shall not have any involvement in or responsibility for the Holder's preparation or filing of any such technical reports or other technical or scientific documentation or information or any liability with respect thereto, which shall be the sole responsibility of the Holder.

5.3 Term

This Agreement will continue in perpetuity. If any right, power or interest of either party under this Agreement would violate the rule against perpetuities, then such right, power or interest will terminate at the expiration of twenty (20) years after the death of the last survivor of all the lineal descendants of Her Majesty, Queen Elizabeth II of England, living on the date of this Agreement first written above.

5.4 Other Activities and Interests

This Agreement and the rights and obligations of the parties hereunder are strictly limited to the Properties. Save and except as herein specifically provided and subject to the rights and obligations in the Purchase Agreement (including, without limitation, with respect to the AOI), each party will have the free and unrestricted right to enter into, conduct and benefit from any and all business ventures of any kind whatsoever, whether or not competitive with the activities undertaken pursuant hereto, without disclosing such activities to the other party or inviting or allowing the other to participate therein including activities involving mineral claims or mineral leases adjoining the Properties.

5.5 No Partnership

This Agreement is not intended to, and will not be deemed to, create any partnership relation between the parties including without limitation, a joint venture, mining partnership or commercial partnership. The obligations and liabilities of the parties will be several and not joint and neither of the parties will have or purport to have any authority to act for or to assume any obligations or responsibility on behalf of another party. Nothing herein contained will be deemed to constitute a party the partner, agent, joint venturer or legal representative of another party, nor shall anything in this Agreement be construed to create, expressly or by implication, a fiduciary relationship between the parties.

5.6 No Implied Covenants

The parties agree that no implied covenants or duties relating to exploration, development, mining or the payment of production royalties or any other matters provided for herein shall affect any of their respective rights or obligations hereunder, and that the only covenants or duties which affect such rights and obligations shall be those expressly set out and provided for in this Agreement.

5.7 Further Assurances

Each party shall execute all such further instruments and documents and do all such further actions as may be necessary to effectuate the documents and transactions contemplated in this

Agreement, in each case at the cost and expense of the party requesting such further document or action, unless expressly indicated otherwise.

5.8 Notices

- (a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by email or similar means of recorded electronic communication, or sent by courier, addressed as follows:

- (i) if to the Holder:

WESDOME GOLD MINES LTD.

Suite 1200, 220 Bay Street

Toronto, Ontario M5J 2W

Attention: Duncan Middlemiss

Email: dmiddlemiss@wesdome.ca

- (ii) if to the Owner:

[RESULTING ISSUER]

Suite 2200, 885 West Georgia Street

Vancouver, British Columbia V6C 3E8

Attention: [●]

Email: [●]

- (b) Any such notice or other communication shall be deemed to have been given and received if delivered personally, on the date of such delivery, or if transmitted by email or other similar means of recorded electronic communication, on the day that it was transmitted (or, if such day is not a Business Day or such notice or other communication was delivered or transmitted after 5:00 p.m. (recipient's time), on the next following Business Day).
- (c) Any party may at any time change its address for service from time to time by giving notice to the other parties in accordance with this Section 5.8.

5.9 Governing Law

- (a) This Agreement shall, in all respects, be subject to and be interpreted, construed and enforced in accordance with and under the laws of the Province of Ontario and federal laws of Canada applicable therein except that, to the extent the law of the jurisdiction in which the Properties is located (or which is otherwise applicable to the Properties) necessarily governs with respect to procedural and substantive matters relating to the creation and enforcement of the interests created herein, the law of such other jurisdiction shall apply.
- (b) Subject to Section 3.5, each party irrevocably attorns and submits to the exclusive jurisdiction of the courts of the Province of Ontario situated in the City of Toronto in respect of all matters arising out of or in connection with this Agreement.

5.10 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on a party unless consented to in writing by such party. No failure or delay to exercise, or other relaxation or indulgence granted in relation to, any power, right or remedy under this Agreement shall operate as a waiver of it or impair or prejudice it nor shall any single or partial exercise or waiver of any power, right or remedy preclude its further exercise or the exercise of any other power, right or remedy.

5.11 Severability

If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, all other provisions hereof shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible.

5.12 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns.

5.13 Time of Essence

Time shall be of the essence of this Agreement.

5.14 Counterparts

This Agreement may be executed in one or more counterparts and delivered by email, each of which, once executed and delivered, shall be deemed an original and all of which together shall constitute one and the same agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF this Agreement has been executed by the parties as of the date first written above.

WESDOME GOLD MINES LTD.

Per: _____
Name:
Title:

[RESULTING ISSUER]

Per: _____
Name:
Title:

SCHEDULE A
THE PROPERTIES
(see attached.)

Schedule H

Voluntary Escrow

Vendor Parent:

Consideration Shares and Resulting Issuer Shares (the “**Escrowed Shares**”) held by the Vendor Parent will be subject to the following escrow arrangements:

- a) twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is four (4) months following the date of the Final Exchange Bulletin;
- b) a further twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is six (6) months following the date of the Final Exchange Bulletin;
- c) a further twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is twelve (12) months following the date of the Final Exchange Bulletin; and
- d) the remaining twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is eighteen (18) months following the date of the Final Exchange Bulletin.

Purchaser:

Purchaser Shares and Resulting Issuer Shares (the “**Escrowed Shares**”) held by certain existing shareholders of the Purchaser as well as affiliates and insiders of the Resulting Issuer following the Going Public Transaction will be subject to the following escrow arrangements:

- a) shareholders who acquired Purchaser Shares at a price per Purchaser Share of \$0.05 shall be subject to a thirty-six (36) month escrow as follows:
 - i. ten percent (10%) of the Escrowed Shares shall be released on the date that is six (6) months following the date of the Final Exchange Bulletin;
 - ii. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is nine (9) months following the date of the Final Exchange Bulletin;
 - iii. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is twelve (12) months following the date of the Final Exchange Bulletin;
 - iv. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is eighteen (18) months following the date of the Final Exchange Bulletin;
 - v. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is twenty-four (24) months following the date of the Final Exchange Bulletin;
 - vi. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is thirty (30) months following the date of the Final Exchange Bulletin;
 - vii. the remaining fifteen percent (15%) of the Escrowed Shares shall be released on the date that is thirty-six (36) months following the date of the Final Exchange Bulletin;
- b) shareholders who acquired Purchaser Shares at a price per Purchaser Share of \$0.10 shall be subject to a thirty-six (36) month escrow as follows:
 - i. ten percent (10%) of the Escrowed Shares shall be released on the date that is six (6) months following the date of the Final Exchange Bulletin;

- ii. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is nine (9) months following the date of the Final Exchange Bulletin;
 - iii. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is twelve (12) months following the date of the Final Exchange Bulletin;
 - iv. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is eighteen (18) months following the date of the Final Exchange Bulletin;
 - v. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is twenty-four (24) months following the date of the Final Exchange Bulletin;
 - vi. a further fifteen percent (15%) of the Escrowed Shares shall be released on the date that is thirty (30) months following the date of the Final Exchange Bulletin;
 - vii. the remaining fifteen percent (15%) of the Escrowed Shares shall be released on the date that is thirty-six (36) months following the date of the Final Exchange Bulletin;
- c) shareholders who acquired Purchaser Shares at a price per Purchaser Share of \$0.20 shall be subject to an eighteen (18) month escrow as follows:
- i. twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is four (4) months following the date of the Final Exchange Bulletin;
 - ii. a further twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is six (6) months following the date of the Final Exchange Bulletin;
 - iii. a further twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is twelve (12) months following the date of the Final Exchange Bulletin;
 - iv. the remaining twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is eighteen (18) months following the date of the Final Exchange Bulletin;
- d) shareholders who acquired Purchaser Shares at a price per Purchaser Share of \$0.36 shall be subject to an eighteen (18) month escrow as follows:
- i. twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is four (4) months following the date of the Final Exchange Bulletin;
 - ii. a further twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is six (6) months following the date of the Final Exchange Bulletin;
 - iii. a further twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is twelve (12) months following the date of the Final Exchange Bulletin; and
 - iv. the remaining twenty-five percent (25%) of the Escrowed Shares shall be released on the date that is eighteen (18) months following the date of the Final Exchange Bulletin.

Schedule I Other Disclosure

Permitted Encumbrances

- Pin 62505 – 1340 LT, Pin 62505 – 1341 LT and Pin 62505 – 1342 LT are subject to charge No. TY223759, which was registered on October 19, 2016 from Moss Lake Gold Mines Ltd. in favour of SPG Royalties Inc. and which secures certain obligations under the royalty agreement as disclosed on Schedule B. Each of the foregoing Pins are also subject to a notice of such royalty agreement through notice No. TY223760 registered on October 19, 2016.

Outstanding Payment

- Vendor has withheld certain royalty payments due to a dispute between royalty holders. Dispute has been resolved and Vendor is waiting for documentation to be finalized before making payment. Any amount in respect thereof will be satisfied and paid by the Vendor prior to Closing.

**AMENDMENT TO
ASSET PURCHASE AGREEMENT**

THIS AMENDING AGREEMENT (this “**Amendment**”) dated as of May 7, 2021,

AMONG:

MOSS LAKE GOLD MINES LTD., a company existing under the laws of the Province of Ontario, and having an office located at Suite 1200, 220 Bay Street, Toronto, Ontario M5J 2W4

(the “**Vendor**”)

- and -

WESDOME GOLD MINES LTD., a company existing under the laws of the Province of Ontario, and having an office located at Suite 1200, 220 Bay Street, Toronto, Ontario M5J 2W4

(the “**Vendor Parent**”)

- and -

GOLDSHORE RESOURCES INC., a company existing under the laws of the Province of British Columbia and having an office located at Suite 2200, 885 West Georgia Street, Vancouver, British Columbia V6C 3E8

(the “**Purchaser**” and together with the Vendor and the Vendor Parent, the “**Parties**”, and each a “**Party**”)

WHEREAS the Parties entered into an Asset Purchase Agreement dated as of January 25, 2021 (the “**Purchase Agreement**”);

AND WHEREAS pursuant to Section 13.3 of the Purchase Agreement, the Purchase Agreement may be amended by mutual written agreement of the Parties;

AND WHEREAS the Parties have determined to amend the Purchase Agreement on and subject to the terms and conditions set forth in this Amendment;

NOW, THEREFORE, THIS AMENDMENT WITNESSES THAT in consideration of the covenants and agreements herein contained and other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged), the Parties hereto covenant and agree as follows:

**ARTICLE 1
INTERPRETATION AND IMPLEMENTATION**

1.1 Definitions

In this Amendment, unless herein specifically defined or the context otherwise requires, the words and terms with the initial letter or letters thereof capitalized shall have the meanings ascribed to them in the Purchase Agreement.

1.2 Effect of Amendment

The Purchase Agreement shall be amended as herein set forth as of and from the date hereof and all references to the Purchase Agreement shall hereafter be deemed to be references to the original Purchase Agreement as amended by this Amendment for all purposes (including the representations, warranties and covenants contained therein) unless otherwise specifically agreed or the context may require.

ARTICLE 2 AMENDMENTS TO THE PURCHASE AGREEMENT

2.1 Purchase Price

The definition of "Purchase Price" in section 1.1 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

"Purchase Price" means, collectively, the Cash Consideration, the Consideration Shares and the Royalty.

2.2 Milestone Shares

Section 2.3 of the Purchase Agreement is hereby deleted in its entirety and replaced with the following:

2.3 Milestone Shares. *Subject to section 2.4, following the Closing Date, the Resulting Issuer shall promptly (and in any event within five business days of satisfaction of the applicable milestone specified below) upon and subject to satisfaction of the following milestones, issue to the Vendor Parent fully paid and non-assessable common shares as set forth below (the "Milestone Shares"):*

(a) *within 12 months from the Closing Date, such number of Milestone Shares as is equal to \$5,000,000 divided by the greater of (x) \$0.60 and (y) the VWAP of the Resulting Issuer Shares for the twenty (20) trading days prior to the date of issuance;*

(b) *upon:*

(i) *the Resulting Issuer completing a Preliminary Study; or*

(ii) *if the Resulting Issuer does not complete a Preliminary Study within 30 months following the Closing Date, the date that is 30 months following the Closing Date,*

such number of Milestone Shares as is equal to \$7,500,000 divided by the greater of (x) \$0.60 and (y) the VWAP of the Resulting Issuer Shares for the twenty (20) trading days prior to the date of issuance; and

(c) *upon:*

(i) *the Resulting Issuer completing a feasibility study; or*

(ii) *if the Resulting Issuer does not complete a feasibility study, the earlier of (A) the date on which the Resulting Issuer makes a Development Decision in respect of the Property; and (B) the date that is 48 months following the Closing Date,*

such number of Milestone Shares as is equal to \$7,500,000 divided by the greater of (x) \$0.60 and (y) the VWAP of the Resulting Issuer Shares for the twenty (20) trading days prior to the date of issuance.

ARTICLE 3 GENERAL PROVISIONS

3.1 Governing Law

This Amendment shall be exclusively governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. For the purposes of all Legal Proceedings, this Amendment shall be deemed to have been made and performed in British Columbia, and the Parties hereby irrevocably agree that the courts of the British Columbia shall have exclusive jurisdiction to entertain any action arising under this Amendment.

3.2 No Other Amendments

Except as otherwise expressly provided herein, there are no other amendments to the Purchase Agreement. The Purchase Agreement as amended by this Amendment is hereby ratified and confirmed in all respects and shall remain and continue in full force and effect.

3.3 Entire Agreement

This Amendment, together with the Purchase Agreement (including the Schedules thereto), constitutes the entire agreement between the Parties with respect to the transactions contemplated by the Purchase Agreement, as amended by this Amendment, and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of the Purchase Agreement, as amended by this Amendment, except as specifically set forth in the Purchase Agreement, as amended by this Amendment. The Parties have not relied and are not relying on any other information, discussion or understanding in entering into and completing the transactions contemplated by the Purchase Agreement, as amended by this Amendment.

3.4 Successors and Assigns

- (a) This Amendment becomes effective only when executed by the Company, the Parent and the Purchaser. After that time, it will be binding upon and enure to the benefit of the Company, the Parent and the Purchaser and their respective successors and permitted assigns.
- (b) Neither this Amendment nor any of the rights or obligations under the Purchase Agreement, as amended by this Amendment, are assignable or transferable by any Party without the prior written consent of the other Parties.

3.5 Counterparts

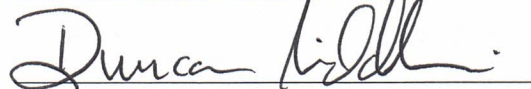
This Amendment may be executed and delivered in two or more counterparts and by facsimile and by electronic delivery. Each such counterpart, facsimile and electronically delivered copy shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

[Remainder of page intentionally left blank. Signature page follows.]

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

MOSS LAKE GOLD MINES LTD.

By:

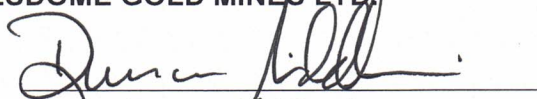


Name: Duncan Middlemiss

Title: President

WESDOME GOLD MINES LTD.

By:



Name: Duncan Middlemiss

Title: President & Chief Executive
Officer

GOLDSHORE RESOURCES INC.

By:



Name: Galen McNamara

Title: Director & Chief Executive
Order