**TOMBILL MINES LIMITED**

-and-

**DYNAMO METALS**

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# INVESTOR RIGHTS AGREEMENT

**June 18, 2026**

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# INVESTOR RIGHTS AGREEMENT

**THIS INVESTOR RIGHTS AGREEMENT** (this "**Agreement**") is made as of the 18th day of June, 2026 (the "**Effective Date**")

**BETWEEN**:

> **TOMBILL MINES LIMITED**, a company existing under the laws of the Province of Ontario
>
> (the "**Company**")

**AND**:

> **DYNAMO METALS**, a company existing under the laws of Cayman Islands
>
> (the "**Investor**")

**WHEREAS**:

A. The Company and the Investor (each, a "**Party**" and together the "**Parties**") have entered into a subscription agreement (the "**Subscription Agreement**"), pursuant to which the Company has issued 28,950,546 units of the Company to the Investor, each unit consisting of one Share and one Warrant;

B. As a condition to the completion of the transactions contemplated in the Subscription Agreement, the Company has agreed to grant certain rights to the Investor, and the Investor has agreed to make certain covenants in favour of the Company, each on the terms and subject to the conditions set out in this Agreement;

**NOW THEREFORE**, in consideration of the respective covenants and agreements of the Parties contained in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged by each Party, the Parties agree as follows:

## ARTICLE 1
## DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement, capitalized terms used but not defined in this Agreement shall have the meanings given in the Subscription Agreement and, unless otherwise indicated, the following terms have the following meanings:

"**Affiliate**" means any Person Controlling, Controlled by, or under common Control with, another Person, and when concerning the Investor shall include, without limitation, each shareholder of the Investor;

"**Applicable Laws**" means applicable laws, including international, national, provincial, state, municipal and local laws, treaties, statutes, ordinances, judgments, decrees, injunctions, writs, certificates and orders, by-laws, rules, regulations, ordinances, or other requirements of any Governmental Entity having the force of law;

"**Board**" means the board of directors of the Company;

"**Business Day**" means any day other than a Saturday, Sunday or any other day in which banks in the Province of British Columbia are authorized or required by Applicable Laws to be closed;

"**Change of Control Transaction**" means a merger, amalgamation, reorganization, business combination, tender offer, exchange offer, take-over bid, statutory arrangement or similar transaction involving the Company or its securities resulting in a change of Control of the Company or a sale, transfer, lease or other disposition of all or substantially all of its assets, provided that a Change of Control Transaction shall not include any transaction between the Investor and any Affiliate of the Investor;

"**Competitor**" means any Person, other than the Investor or any of its Affiliates, that has a material ownership, royalty, streaming, joint venture, option or other strategic interest in any mineral property or mining project that is competitive with, or strategically adverse to, the Company's material mineral properties or mining projects;

"**Control**" means: (a) in respect of a corporation, the ability of a Person or group of Persons acting in concert to influence the manner in which the business of such corporation is carried on, whether as a result of ownership of sufficient voting shares of such corporation to entitle that Person or group of Persons to elect a majority of the directors of such corporation or by contract or otherwise, (b) in respect of a partnership, trust, syndicate or other entity, the actual power or authority to manage and direct the affairs of, or ownership of more than 50% of the transferable beneficial interests in, such entity, or (c) any other relationship as, in fact, constitutes actual control of a Person;

"**Credible Bid**" means any take-over bid that is supported by the Board;

"**Equinox**" means Equinox Gold Corp.

"**Exchange**" means the TSX Venture Exchange, the NEO Exchange, the Toronto Stock Exchange or such other stock exchange(s) and quotation service(s), if any, as the Shares may be listed or quoted on, as applicable, from time to time;

"**Exempt Issuance**" means any of the following issuances by the Company of Securities: (a) the granting of stock options, deferred share units, restricted share units, bonus shares, or other Securities under any security or share-based compensation arrangement of the Company, (b) the issuance of Shares upon the conversion or exercise of (i) any Subject Securities that exist as of the date hereof (inclusive of the warrants issued to the Investor on the date hereof) or (ii) any Securities that may be awarded in the future under any security or share-based compensation arrangement of the Company, (c) an issuance of Securities to all holders of Securities, on a pro rata basis, pursuant to a consolidation, subdivision, share dividend, recapitalization, reclassification, share exchange, rights offering or other similar transaction, or (d) an issuance of Securities pursuant to a regular dividend reinvestment or other plan of the Company made available by the Company to the holders of Securities where such plan permits the holder to direct that the dividends paid in respect of such Securities be applied to the purchase from the Company of further Securities;

"**Exercise Notice**" has the meaning set out in Section **Error! Reference source not found.**;

**"Financial Year**" means the twelve-month period ending on the last day of December in each year;

"**Governmental Entity**" means any domestic or foreign: (a) federal, provincial, state, municipal, local or other government, (b) governmental or quasi-governmental authority of any nature, including any governmental ministry, agency, branch, department, court, commission, board, tribunal, bureau or instrumentality, (c) Exchange or securities regulatory authority, or (d) body exercising or entitled to exercise any administrative, executive, judicial, legislative, regulatory or taxing authority or power of any nature;

**"IFRS"** means International Financial Reporting Standards, consistently applied;

"**Lock-Up Securities**" means the Shares, Warrants and any Shares issuable upon the exercise of Warrants acquired by the Investor pursuant to the Subscription Agreement;

"**Market Price**" on any date, means the greater of the volume weighted average trading price of the Shares for the five trading days immediately prior to such date on such Exchange as the Shares are then principally traded and the minimum price permitted by such Exchange;

"**Notice**" has the meaning set out in Section 4.1;

"**Ownership Percentage**" has the meaning set out in Section 1.3(a);

"**Participation Right**" has the meaning set out in Section 3.1(b);

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

"**Securities**" means the Shares and/or Subject Securities, as the case may be;

"**Shareholder**" means a holder of Shares;

"**Shares**" means common shares in the capital of the Company;

"**Standstill Period**" means the period of time commencing on the Effective Date and ending on the earlier of: (a) the date which is 12 months following the Effective Date and (b) the date on which the Ownership Percentage ceases to be at least 5%;

"**Subject Securities**" means any securities of the Company convertible into or exercisable or exchangeable for Shares, including convertible debt securities and rights to purchase equity securities;

"**Subsequent Offering**" has the meaning set out in Section 3.1(a);

"**Subsequent Offering Notice**" has the meaning set out in Section 3.1(a);

"**Transfer**" includes any direct or indirect transfer, sale, assignment, gift, pledge, encumbrance, hypothecation, mortgage, granting of any option, right or warrant to purchase (including any short sale, put option or call option) or other disposition.

**1.2 Rules of Construction**

In this Agreement, unless otherwise expressly stated or the context otherwise requires:

(a) the terms "Agreement", "this Agreement" and similar expressions refer to this Agreement in its entirety and not to any particular provision of this Agreement;

(b) references to an "Article" or "Section" followed by a number or letter refer to the specified Article or Section of this Agreement;

(c) 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;

(d) the word "including" is deemed to mean "including without limitation" and all similar variations;

(e) any reference to this Agreement, or to any other contract, document or other instrument, includes, and is a reference to, this Agreement or such other contract, document or other instrument, as the same may have been, or may from time to time be, amended, restated, replaced, supplemented or novated, and includes any schedules or exhibits;

(f) any reference to a statute refers to such statute, and all rules and regulations made under such statute, as the same may have been amended, re-enacted or replaced;

(g) any time period within which a payment is to be made or any other action is to be taken under this Agreement shall be calculated excluding the day on which the period commences and including the day on which the period ends; and

(h) 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 Ownership Percentage**

(a) Subject to Section 1.3(b), for purposes of this Agreement "**Ownership Percentage**" means, at a particular time, the percentage ownership interest of the Investor and each Affiliate of the Investor, taken as a whole, in the equity capital of the Company, which shall be calculated by dividing (i) the number of Shares held by the Investor by (ii) the total number of Shares issued and outstanding at such time. In the case of both (i) and (ii), the number of Shares used in the calculation will assume the exercise/and or exchange and/or conversion, by the Investor and its Affiliate(s) only, of any Subject Securities held by the Investor and its Affiliate(s) at such time.

(b) In determining the Ownership Percentage, any Shares issued as a result of a Subsequent Offering shall be disregarded and the Investor shall be deemed to own the percentage of Shares it would have held at such time if such Subsequent Offering had not occurred unless and until the Company has delivered to the Investora Subsequent Offering Notice in respect of such Subsequent Offering in which case the Shares issued in connection with such Subsequent Offering shall be included in the total number of Shares issued and outstanding for purposes of determining the Ownership Percentage.

## ARTICLE 2
## STANDSTILL, LOCK-UP, ORDERLY DISPOSITION, REGULATORY MATTERS AND VOTING SUPPORT

### 2.1 Standstill

(a) The Investor covenants and agrees that, during the Standstill Period, it shall not, and it shall cause its Affiliates not to, in any manner, directly or indirectly, or in concert with any other Person:

(i) propose or seek to effect any Change of Control Transaction, including by entering into a support agreement or lock-up agreement in respect of such a transaction, provided that for greater certainty, the Investor and its Affiliates shall be permitted to tender to, vote in favour of, and/or enter into a support agreement or lock-up agreement in respect of a Change of Control Transaction supported by a majority of the Board;

(ii) solicit proxies from Shareholders or form, join, support or participate in a group to solicit proxies from Shareholders with a view to replacing the members of the Board or to effect a Change of Control Transaction that is not supported by a majority of the Board;

(iii) purchase, offer or agree to purchase or negotiate to purchase any Securities or assets of the Company, other than as contemplated in the Subscription Agreement, without the advance written authorization of the Board;

(iv) advise or encourage any Person proposing any of the foregoing (including forming a "group" with any such Person);

(v) make any public announcement or take any action in furtherance of the foregoing; or

(vi) acquire Shares resulting in the ownership of greater than 9.9% of the total issued and outstanding Shares on a non-diluted basis.

(b) Notwithstanding Section 2.1(a), the Investor and its Affiliates shall not be restricted from:

(i) acquiring Securities with the prior written consent of the Company;

(ii) making a confidential proposal to the Board regarding any of the transactions or activities contemplated in Section 2.1(a), entering into discussions or negotiations with the Board or the Company with respect to the terms of any such proposal, and entering into any agreement with the Company providing for the consummation of such proposal; provided that the Investor shall not make any public disclosure of the making of or terms of such proposal except with the prior written consent of the Company,;

(iii) acquiring Securities upon exercise, exchange or conversion of any Subject Securities in accordance with their respective terms;

(iv) exercising any rights of the Investor under the Subscription Agreement;

(v) acquiring Securities in accordance with the terms of the Participation Rights set forth in Section 3.1;

(vi) participating in rights offerings conducted by the Company;

(vii) receiving stock dividends or similar distributions made by the Company; or

(viii) disposing of Shares by operation of a statutory amalgamation, merger, arrangement, business combination or other statutory procedure involving the Company or the Shares.

(c) Section 2.1(a) shall cease to be of any force or effect: (i) as of the public announcement or public disclosure of (A) commencement of a Credible Bid, or an intention to undertake a Credible Bid, for voting or equity securities of the Company or any of its Affiliates, (B) any agreement, arrangement or understanding in respect of a merger, amalgamation, arrangement, asset purchase or other business combination transaction involving the Company or any of its Affiliates, or an intention to make an offer to the Company or any of its Affiliates to undertake such a transaction, which would, if completed, result in (y) any class of outstanding voting securities of the Company being converted into cash or securities of another person resulting in shareholders (excluding, for the avoidance of doubt, any shareholder who is acquiring voting securities of the Company as part of the transaction) holding less than 50% of the voting securities of the resulting or surviving entity, or (x) all or substantially all of the Company's assets being sold to any person or group (other than the Investor), (C) the commencement of any proceeding by or against the Company in connection with the dissolution, liquidation, winding up, bankruptcy or similar reorganization of the Company, (D) the appointment of a trustee, receiver, manager or other administrator of the Company or any of its material properties or assets, or (E) the Company seeking protection under the *Bankruptcy and Insolvency Act* (Canada), the *Companies' Creditors Arrangement Act* (Canada) or similar legislation; or (ii) if the Company is in material default of this Agreement and such default continues for a period of 30 days after the Company receives written Notice of such default from the Investor.

**2.2 Lock-Up**

(a) The Investor shall not, during the period commencing on the Effective Date and ending on the date that is 12 months following the Effective Date (the "**Lock-Up Period**"), directly or indirectly, Transfer any Lock-Up Securities, except (i) to an Affiliate of the Investor or to a nominee or custodian where there is no change in beneficial ownership, provided that the transferee agrees in writing to be bound by this Agreement, (ii) pursuant to a Change of Control Transaction, arrangement, amalgamation, business combination or similar transaction that has been approved by the Board, (iii) with the prior written consent of the Company, or (iv) as otherwise required by Applicable Laws.

(b) Notwithstanding the foregoing, any Transfer by the Investor shall, in addition to compliance with this Section 2.2, comply with Applicable Laws and the rules and policies of the Exchange.

**2.3 Orderly Disposition**

(a) Following the expiry of the Lock-Up Period, the Investor shall use commercially reasonable efforts to effect any disposition of Lock-Up Securities into the public market in an orderly manner so as not to materially disrupt the market for the Shares. In connection with any material disposition program into the public market, the Investor shall consult with the Company in advance and reasonably coordinate with the Company with respect to the timing, manner and broker for such disposition, including by effecting the disposition through the Company's broker where commercially reasonable.

(b) Nothing in this Section 2.3 shall restrict the Investor from completing block trades or other off-market Transfers to a Person that is not a Competitor, Equinox or any other Person identified in writing by the Company, acting reasonably, prior to such Transfer, as a strategic or other problematic buyer, provided that such Transfer is completed in compliance with Applicable Laws and the rules and policies of the Exchange. The Investor shall not be required to accept pricing, timing, broker selection or other terms that it reasonably considers commercially unreasonable.

**2.4 Regulatory Matters**

The Investor agrees to comply with Applicable Laws, including hold periods imposed by any Exchange or securities regulator.

**2.5 Voting Support**

(a) At each meeting of Shareholders at which the Investor or any of its Affiliates is entitled to vote, and in connection with each written resolution or consent of Shareholders, the Investor shall vote, or cause to be voted, all Shares over which it or its Affiliates exercises control or direction in accordance with the recommendations of the Board, as set out in the applicable management information circular or other written recommendation of the Board.

(b) Notwithstanding Section 2.5, the Investor shall not enter into any agreement, arrangement or understanding with Equinox or any of its Affiliates, strategic investors , or otherwise act jointly or in concert with Equinox or any of its Affiliates, in respect of the voting of any Securities, unless the Board has provided its prior written consent, including where the Board has consented to the Investor and/or Equinox voting in accordance with the recommendation of the Board on the applicable matter.

(c) Nothing in this Section 2.5 shall require the Investor to vote any Securities in a manner that would be prohibited by Applicable Laws.

## ARTICLE 3
## PARTICIPATION RIGHTS

### 3.1 Participation Right

(a) If the Company issues any Securities other than pursuant to an Exempt Issuance (any such issuance, a "**Subsequent Offering**"), then the Company shall promptly, and, in any event no later than five Business Days following the public announcement of such Subsequent Offering (and if the Subsequent Offering is not announced, no later than ten days prior to the closing date for the issuance of the securities in the Subsequent Offering), provide a written Notice (the "**Subsequent Offering Notice**") to the Investor setting out: (i) the number of Securities issued or contemplated to be issued in connection with the Subsequent Offering (and the maximum number of additional Securities that may be issuable upon the exercise of any other participation rights or pre-emptive right provided to any third party) and the total number of Shares and Subject Securities issued and outstanding as of the close of business on the Business Day immediately preceding the Subsequent Offering Notice; (ii) the material terms and conditions of any Subject Securities issued or contemplated to be issued in connection with the Subsequent Offering, including any term sheets or offer sheets, if any; (iii) the subscription price per Share or Subject Security issued or to be issued in connection with the Subsequent Offering; and (iv) the proposed closing date for the issuance of Securities to the Investor, assuming the Investor exercises its Participation Rights, which closing date shall be the later of (A) ten days following the date of the Subsequent Offering Notice, (B) the closing date set for the Subsequent Offering, (C) if Shareholder approval is required under Applicable Laws for the Company to complete the issuance of Securities to the Investor pursuant to its exercise of its Participation Rights, the Business Day following receipt of such Shareholder approval, or (D) such other date as the Company and the Investor may agree.

(b) Subject to the receipt by the Company of all required regulatory approvals and compliance with Applicable Laws, the Investor shall have the right (the "**Participation Right**"), upon providing notice ("**Subscription Notice**") to the Company within ten Business Days, or three Business Days in the case of a bought deal, following receipt of the Subsequent Offering Notice that it intends to exercise its Participation Right, in whole or in part, to subscribe for and to be issued, on the same terms and conditions of such Subsequent Offering:

(i) in the case of a Subsequent Offering of Shares, up to such number of Shares that will allow the Investor to maintain the Ownership Percentage held immediately prior to the completion of the Subsequent Offering (factoring in the exercise of any other participation rights or pre-emptive rights provided to any third parties); and

(ii) in the case of a Subsequent Offering of Subject Securities, up to such number of Subject Securities that will (assuming the conversion, redemption, exercise or exchange of all Subject Securities issuable in connection with the Subsequent Offering and of all Subject Securities issuable pursuant to the Participation Right) allow the Investor to maintain the Ownership Percentage held immediately prior to the completion of the Subsequent Offering (factoring in the exercise of any other participation rights or pre-emptive rights provided to any third parties).

In the Subscription Notice, the Investor shall specify the number of Shares and Subject Securities beneficially owned, directly or indirectly, by it and its Affiliates as at the date of the Subsequent Offering Notice, and the number of Securities for which the Investor is subscribing. In the case of a Subsequent Offering that is qualified by a prospectus, the Company will use commercially reasonable efforts to qualify the Securities subscribed for by the Investor pursuant to such prospectus, failing which the Securities subscribed for by the Investor will be issued on a private placement basis concurrently with the closing of the Subsequent Offering, subject to receipt of any required Shareholder approval and Exchange or other regulatory approvals. The Company will use its commercially reasonable efforts to promptly obtain (including by applying for any necessary price protection confirmations) all necessary Exchange approvals for the listing of all Shares (including Shares underlying Subject Securities) to be issued to the Investor pursuant to this Article 3.

(c) If the Investor exercises the Participation Rights and the Company is required, under the rules and policies of the Exchange or applicable securities Laws, to seek Shareholder approval for the issuance of Securities to the Investor pursuant to this Section 3.1, the Company shall use commercially reasonable efforts to, at its expense, duly call and hold a meeting of its Shareholders to consider (and the Company shall recommend that Shareholders vote in favour of) the issuance of the Securities to the Investor within 75 days after the date that the Investor is advised by the Exchange that it will require such Shareholder approval. The Investor may close any such issuance of Securities prior to obtaining Shareholder approval; provided that, during the period between the closing of any such Subsequent Offering and the date of the Shareholder meeting to consider the issuance of the Securities to the Investor, the Ownership Percentage shall be deemed to be the Ownership Percentage immediately prior to the closing of the Subsequent Offering.

(d) For greater clarity, in the event the Company grants any other participation right(s) or pre-emptive right(s) to any third party or parties, the Company shall ensure such right(s) is or are subject to the Participation Right of the Investor provided by this Article 3, and the Company shall ensure additional Securities are offered for issuance to the Investor so as to allow the Investor to maintain its Ownership Percentage (factoring in the exercise of any such other participation right(s) or pre-emptive right(s) provided to any third party or parties).

**ARTICLE 4**
**GENERAL**

**4.1 Notices**

All notices, demands or other communications (in any case, a "**Notice**") to be given or delivered under or by reason of the provisions of this Agreement shall be in writing and shall be deemed to have been given when delivered personally to the recipient or by email addressed to the recipient. Each Notice shall be delivered, mailed or sent electronically to the Parties at the respective addresses or email addresses indicated below:

If to the Company:

TOMBILL MINES LIMITED
1 Dundas St. W., Suite 2500
Toronto, ON
M5G 1Z3 Canada

Attention: Adam Horne
Email: [*Redacted – Personal Information*]

If to the Investor:

DYNAMO METALS
[*Redacted – Personal Information*]

Attention: Gregory Smith
Email: [*Redacted – Personal Information*]

Any such Notice so given or made shall be deemed to have been given or made and to have been received on the day of delivery if delivered, or on the day of emailing or sending by other means of recorded electronic communication, provided that such day in either event is a Business Day and the Notice is delivered, emailed or sent before 5:00 p.m. (Vancouver time) on such day. Otherwise, such Notice shall be deemed to have been given and made and to have been received on the next following Business Day. Any such Notice sent by mail shall be deemed to have been given and made and to have been received on the fifth Business Day following the mailing thereof; provided however that no such Notice shall be mailed during any actual or apprehended disruption of postal services. Any such Notice given or made in any other manner shall be deemed to have been given or made and to have been received only upon actual receipt.

**4.2 Further Assurances**

Each Party shall act in good faith in performing its obligations and exercising its rights under this Agreement, and shall promptly do, make, execute or deliver, or cause to be done, made, executed or delivered, all such further acts, documents and things as the other Party may reasonably require from time to time for the purpose of giving effect to this Agreement, and shall use reasonable commercial efforts and take all such steps as may be reasonably within its power to implement to their full extent the provisions of this Agreement.

**4.3 Ownership of Shares**

The Investor shall promptly notify the Company in writing if the Ownership Percentage ceases to be at least 5%.

**4.4 Assignment**

This Agreement is not assignable by any Party except: (a) with the prior written consent of the other Party, or (b) with respect to any assignment by the Investor to any Affiliate of the Investor, in which case no written consent of the Company shall be required, provided that the Investor gives prompt written Notice of such assignment to the Company and such Affiliate agrees to be bound by the terms of this Agreement and executes a written joinder to this Agreement.

**4.5 Injunctive Relief**

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

**4.6 Entire Agreement**

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

**4.7 Time of Essence**

Time shall be of the essence of this Agreement.

**4.8 Governing Law**

This Agreement is governed by and shall be interpreted and construed in accordance with the Laws of the Province of British Columbia and the federal laws of Canada applicable therein. Each Party irrevocably attorns and submits to the non-exclusive jurisdiction of the courts of the Province of British Columbia situated in the City of Vancouver and waives objection to the venue of any proceeding in such court or that such court provides an inconvenient forum.

**4.9 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 by this Agreement is 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 by this Agreement are fulfilled to the extent possible.

**4.10 Waiver**

No waiver of any provision of this Agreement shall be binding unless it is in writing. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all covenants in this Agreement. Waiver of any provision shall not be deemed to waive the same provision after such waiver, or any other provision of this Agreement at any time.

**4.11 Amendments**

This Agreement may be amended or supplemented only by a written agreement signed by each of the Parties.

**4.12 Binding Effect**

This Agreement shall be binding upon the Parties, their heirs and legal personal representatives, and their respective permitted successors and permitted assigns.

**4.13 Termination**

This Agreement shall automatically terminate with no further action required of the Parties, and be of no further force and effect, on the date on which the Ownership Percentage ceases to be at least 5% for a continuous period of at least 30 days (other than in cases where the Ownership Percentage falls below 5% due to the failure of the Company to use commercially reasonable efforts to obtain any required Shareholder, Exchange or other approval or authorization for any issuance of Securities to the Investor pursuant to its rights under Article 3 of this Agreement).

**4.14 Counterparts**

This Agreement may be executed by the Parties in any number of counterparts, each of which is deemed to be an original, and such counterparts together shall constitute one and the same instrument. Delivery of an executed signature page by email or other electronic means (including via DocuSign) shall be as effective as delivery of a manually executed counterpart of this Agreement.

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be duly executed as of the date first above written.

**TOMBILL MINES LIMITED**

by *"Adam Horne"*
Name: Adam Horne
Title: Chief Executive Officer & Chairman

**DYNAMO METALS**

by "Gregory Smith"
Name: Gregory Smith
Title: Director