SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective April 15, 2024,

AMONG:

> **O2GOLD INC.**, a company incorporated under the federal laws of Canada ("**O2Gold**" or "**Purchaser**")

AND:

> **QUEBEC AUR LTD.**, a company incorporated under the laws of the Province of Ontario ("**Quebec Aur**")

AND:

> The common shareholders of Quebec Aur listed in the attached Schedule "A" (which shareholders are hereinafter collectively referred to as, the "**Shareholders**", and individually as, a "**Shareholder**")

WHEREAS:

A. The Shareholders are the sole beneficial and registered owners of all of the issued and outstanding securities issued by Quebec Aur;

B. Quebec Aur is the sole recoded and beneficial owner of a 100% undivided interest in the Quebec Aur Assets (as defined herein); and

C. O2Gold wishes to purchase all of the issued and outstanding shares of Quebec Aur, being the Quebec Aur Shares (as defined herein), from the Shareholders in exchange for the issuance from treasury of an aggregate of 5,000,000 common shares of the Purchaser (the "**Consideration Shares**") on and subject to the terms set forth in this Agreement.

NOW THEREFORE THIS AGREEMENT WITNESSES that, in consideration of the covenants and agreements herein contained, the parties hereto do covenant and agree each with the other as follows:

1. INTERPRETATION

1.1 **Defined terms**. The following terms have the following meanings in this Agreement:

(a) "**Acquisition**" means the acquisition of all of the Quebec Aur Shares by O2Gold in exchange for the Consideration Shares pursuant to the terms of this Agreement;

(b) "**Affiliate**" of any Person means, at the time such determination is being made, any other Person Controlling, Controlled by or under common Control with such first Person, in each case, whether directly or indirectly;

(c) "**Agreement**" means this Share Exchange Agreement, including all schedules and exhibits and all amendments or restatements, as permitted, and references to "Article", "Section", "Schedule" or "Exhibit" mean the specified Article or Section of, or Schedule or Exhibit to, this Agreement;

(d) "**Applicable Laws**" means all applicable rules, regulations, policies, notices, orders and legislation of any kind whatsoever of any Governmental Authority having jurisdiction over the transactions contemplated hereby or the parties to this Agreement, the rules and policies of any stock exchange and any other market or marketplace on which securities of O2Gold are traded, listed or quoted, and all applicable securities laws of Ontario and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in Ontario;

(e) "**Books and Records**" means all books, records, files, customer and supplier lists, business reports, plans, projections, standard operating procedure manuals, and all other documentation, correspondence and other information (in whatever medium and wherever situated, including all data and information stored electronically or on computer-related media) in the possession or under the control of Quebec Aur;

(f) “**Consideration Shares**” has the meaning given in the Recitals hereto, and for certainty means 5,000,000 common shares of the Purchaser;

(g) "**Business Day**" means any day except Saturday, Sunday or a statutory holiday in Toronto, Ontario, Canada;

(h) "**Claims**" includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, litigation, arbitration, Orders, inquiries, investigations, charges, indictments, prosecutions, informations, hearings, other civil, criminal or regulatory proceedings, whether at law or in equity other similar processes, assessments or reassessments, judgments, debts, Liabilities, penalties, fines, expenses, costs, damages or losses, contingent, inchoate or otherwise, whether disputed or undisputed, contractual, legal or equitable, and including loss or diminution of value, loss of revenue and loss of profits, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

(i) "**Closing**" means the completion of the Acquisition on the Closing Date pursuant to the terms and conditions contained in this Agreement;

(j) "**Closing Date**" means such date on or before the Termination Date, on which all conditions precedent hereunder have been satisfied or waived and all necessary approvals are received, or waived, by the Parties with respect to the Acquisition, to the extent such Party has the right hereunder to waive such approval, or such later time or date as may be agreed upon in writing by the Parties;

(k) "**Concurrent Financing**" means the private placement offering of up to 5,000,000 common shares of the Purchaser at a price of $0.05 per common shares;

(l) "**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), and includes any quotations, orders, proposals or tenders which remain open for acceptance and warranties and guarantees;

(m) "**Control**" means, in respect of:

(i) 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 enable that Person or group of Persons to elect a majority of the directors of such corporation or by contract or otherwise;

(ii) a partnership, trust, syndicate or other entity, actual power or authority to manage and direct the affairs of, or ownership of more than fifty percent (50%) of the transferable beneficial interests in, such entity, and the terms "Controlled" and "Controlling" have a corresponding meaning;

(n) "**Encumbrances**" means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive license or sole license, royalty, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof;

(o) "**Environment**" means the environment or natural environment as defined in any Environmental Laws;

(p) "**Environmental Laws**" means all Applicable Laws relating to public health and safety, pollution or the protection of the Environment, including Applicable Laws relating to civil responsibility for acts or omissions with respect to the Environment and relating to the storage, generation, use, handling, manufacture, processing, transportation, import, export, treatment, or Release of any Hazardous Materials;

(q) "**Environmental Permits**" means any permit or program participation requirements, sign-offs or registrations required under any Environmental Laws;

(r) "**Escrow Agent**" means such person as Quebec Aur may appoint to act as escrow agent in relation to this Agreement, with the approval of the Purchaser, acting reasonably;

(s) "**Governmental Authority**" means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities (including, without limitation, the stock exchange and any other market or marketplace on which securities of O2Gold are traded, listed or quoted):

(i) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or

(ii) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power,

and "**Governmental Authority**" means any such entity;

(t) "**Hazardous Materials**" means any waste, special waste or other substance that is prohibited, listed, defined, designated or classified as, or otherwise determined to be, dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Laws;

(u) "**Liabilities**" means all costs, expenses (including wages, vacation pay and overtime pay), charges, debts, 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;

(v) “**Loan**” means an amount equal to C$250,000, plus accrued interest, owing to Q-Gold Resources Ltd. by Quebec Aur pursuant to a loan agreement dated May 3, 2021, between the Quebec Aur and Q-Gold Resources Ltd. Interest is payable on the principal sum of the Loan, as well as interest accrued and unpaid, at a rate of 12% per annum. As of March 15, 2024, C$337,369.86 remained outstanding under the Loan, which was due to be repaid on March 3, 2022;

(w) “**Minerals**” means all marketable naturally occurring metallic minerals or mineral bearing material in whatever form or state, including, without limitation, any precious metal, any base metal or diamonds mined, extracted, removed, produced or otherwise recovered from the Property (but, for greater certainty, not including any rock, sand, gravel or aggregate), whether in the form of ore, doré, concentrates, refined metals or any other beneficiated or derivative products thereof and including any such metallic minerals or mineral bearing materials or products derived from any processing or reprocessing of any tailings or other waste products originally derived from the Property;

(x) “**Miscellaneous Interests**” means the interests of the Shareholders in all property, assets and rights (other than the Property) ancillary to the Property to which each Shareholder is entitled including, but not limited to, the interests of the Shareholders in:

(i) rights under all contracts and documents relating to the Property and the Operations conducted thereunder;

(ii) all subsisting rights to enter upon, use and occupy the surface 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;

(iii) any right, license, concession or permit in relation to the use or diversion of water;

(iv) all permits, licenses and authorizations relating to the Property;

(v) all books, records, data (including technical data) and other information relating to the Property, including accounting records, plans, drawings, specifications and other Operations records;

(vi) 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; and

(vii) all right, title, benefit and interest of Quebec Aur in and to all of the patents, trademarks, copyrights, designs, inventions, licences, sub-licences, processes, technology and other industrial property and intellectual property of or used in connection with the Property;

(y) “**Operations**” includes every kind of work done on or in respect of the Property or the products therefrom and, without limiting the generality of the foregoing, includes the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, drifting, searching for, digging, trucking, sampling, working and procuring Minerals, surveying and bringing any mining claims to lease or patent, and doing all other work usually considered to be prospecting, exploration, development and/or mining work.

(z) "**Orders**" means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator;

(aa) "**Ordinary Course of Business**" means, when used in relation to the conduct of the Quebec Aur Business, any action which is taken in the ordinary course of the normal day-to-day operations of such business in a prudent and business-like manner consistent with such business's past practices;

(bb) "**Parties**" means each of O2Gold, Quebec Aur, and the Shareholders and "**Party**" means each one of them, as applicable;

(cc) "**Person**" means a natural person, partnership, limited partnership, limited liability partnership, corporation, limited liability corporation, unlimited liability company, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Authority;

(dd) "**Property**" means the mineral titles depicted in Schedule B;

(ee) "**Quebec Aur Assets**" means the whole of the undertaking, property and assets of Quebec Aur, which as of the date hereof, is currently used in, and materially necessary for the conduct of the Quebec Aur Business, including without limitation the Property;

(ff) "**Quebec Aur Business**" means the business of Quebec Aur;

(gg) "**Quebec Aur Shares**" means the 1,000,000 issued and outstanding common shares in the capital of Quebec Aur, representing all of the issued and outstanding shares in the capital of Quebec Aur;

(hh) "**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;

(ii) "**Termination Date**" means August 31, 2024; and

(jj) "**TSX-V**" means the TSX Venture Exchange, including (for certainty) the NEX board thereat.

1.2 **Schedules**. The following schedules attached hereto constitute a part of this Agreement:

Schedule A — Quebec Aur Share Register.

Schedule B — Quebec Aur Assets.

1.3 **Certain Rules of Interpretation**. In this Agreement:

(a) **Currency** — Unless otherwise specified, all references to money amounts are to lawful currency of Canada.

(b) **Headings** — Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.

(c) **Including** — Where the word "including" or "includes" is used in this Agreement, it means "including (or includes) without limitation".

(d) **No Strict Construction** —The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.

(e) **Number and Gender** — Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.

(f) **Statutory references** — A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.

(g) **Time** — Time is of the essence in the performance of the Parties' respective obligations.

(h) **Time Periods** — Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

(i) **Knowledge** — Whenever in this Agreement a representation and warranty is qualified by the statement "to the best knowledge" of a Party or any similar statement, that statement shall mean to the best knowledge of the Party's directors and officers after having made due and reasonable enquiries and investigations.

(j) **Entire Agreement** — This Agreement and the agreements and other documents required to be delivered pursuant to this Agreement, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and any document expressly required to be delivered pursuant to this Agreement.

2. PURCHASE AND SALE

2.1 **Agreement**. The Shareholders hereby sell, assign and transfer to O2Gold all (and not less than all) of the Quebec Aur Shares, as set forth in Schedule A, being in the aggregate all of the issued and outstanding securities of Quebec Aur, and O2Gold hereby purchases legal and beneficial ownership of the Quebec Aur Shares, with all rights and benefits attaching thereto, for the Consideration Shares, free and clear of any Encumbrances, to be issued at the Closing and allocated to the Shareholders as set forth in Schedule A. To the extent a Shareholder is to receive a fractional Consideration Share, that entitlement shall be rounded down to the nearest whole number and no consideration shall be payable therefore. The Consideration Shares are being issued at a deemed value of $0.05 per Consideration Share.

3. REPRESENTATIONS AND WARRANTIES

3.1 **Concerning Quebec Aur**. Quebec Aur and each Shareholder (other than Sulliden Mining Capital Inc.) severally represent and warrant to and covenant with O2Gold each of the matters set out in this Section 3.1 and acknowledge and confirm that O2Gold is relying upon the accuracy of such representations and warranties in connection with the purchase of the Quebec Aur Shares:

(a) **Incorporation and Qualification** — Quebec Aur is a corporation incorporated and existing under the laws of the Province of Ontario and has all necessary corporate power, authority and capacity, and has taken all necessary corporate action and has obtained all necessary approvals to own, lease and operate the Quebec Aur Assets and Property, conduct the Quebec Aur Business as presently conducted, and to enter into and execute this Agreement and to carry out its obligations hereunder.

(b) **Due Authorization and Enforceability of Obligations** — Quebec Aur has duly executed this Agreement, and this Agreement and the other agreements to be entered into by Quebec Aur pursuant hereto, if any, constitute legal, valid and binding obligations of Quebec Aur, enforceable against Quebec Aur in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Applicable Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) **Absence of Conflict**

(i) The execution, delivery and performance of this Agreement and each of the other agreements contemplated by or referred to herein, and the completion of the transactions contemplated hereby and thereby, will not, with or without notice or the passage of time, constitute or result in a violation, contravention, breach or default of, create an Encumbrance under, require notice to be given to any Governmental Authority pursuant to, or cause the acceleration or termination of any obligations of Quebec Aur or decrease of any rights or entitlements of Quebec Aur, under:

A. the articles, bylaws or other constating documents of Quebec Aur;

B. any resolutions of the directors, shareholders or stakeholders of Quebec Aur;

C. any Contract (written or oral), instrument or understanding or other obligation or restriction applicable to or binding upon Quebec Aur, or to which Quebec Aur is a party or is otherwise affected by or subject to; and

D. any Applicable Laws, or Orders applicable to or binding upon Quebec Aur, or to which Quebec Aur is otherwise affected by or subject to.

(ii) The transactions contemplated by this Agreement, including the sale and transfer of the Quebec Aur Shares, are not subject to any right of first refusal or other right in favour of any Person under any Applicable Law, license, Order or any Contract.

(iii) The transactions contemplated by this Agreement, including the sale and transfer of the Quebec Aur Shares will not result in the imposition of any Encumbrance upon any of the Quebec Aur Assets or the Property of Quebec Aur or restrict, hinder, impair or limit the ability of Quebec Aur to conduct the Quebec Aur Business.

(d) **Corporate Authority** — The execution, delivery and performance by Quebec Aur of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of Quebec Aur.

(e) **Corporate Records** — The corporate records, including all constating documents, minutes of meetings and resolutions of shareholders, directors and any committees, the share certificates, register of securityholders and register of directors of Quebec Aur are complete and accurate in all material respects and all corporate proceedings and actions reflected in such corporate records have been conducted or taken in compliance with all Applicable Laws and with the constating documents of Quebec Aur and such corporate records contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and shareholders of Quebec Aur as at the date hereof and at the Closing Date will contain all minutes of all meetings and all resolutions of the directors (and any committees of such directors) and shareholders of Quebec Aur. The constating documents of Quebec Aur are in the form contained in its respective minute books and no modifications or alterations have been proposed or approved by its shareholders. Quebec Aur has never been subject to, or affected by, any unanimous shareholders agreement. True, correct and complete copies of all constating documents of Quebec Aur, share certificates representing the Quebec Aur Shares and all of the resolutions adopted by the shareholders and directors of Quebec Aur have been delivered to O2Gold. The Books and Records of Quebec Aur fairly and correctly disclose all transactions (including, without limitation, all issuances of securities) of Quebec Aur.

(f) **Authorized and Issued Capital** — The authorized capital of Quebec Aur consists of an unlimited number of common shares, of which 1,000,000 fully paid and non-assessable Quebec Aur Shares are validly issued and outstanding as of the date hereof. A true and complete list of the shareholders of Quebec Aur, their names, addresses and holdings of Quebec Aur Shares is set out in Schedule A. The Quebec Aur Shares have been duly and validly issued in compliance with (i) all Applicable Laws, (ii) the articles, by-laws and other constating documents of Quebec Aur, and (iii) any Contract to which Quebec Aur is a party or by which it is bound, and are outstanding as fully paid and non-assessable shares in the capital of Quebec Aur.

(g) **Outstanding Securities** — Other than the Quebec Aur Shares, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of Quebec Aur (as that term is defined in the *Securities Act* (Ontario)) or other rights to purchase shares or other securities of Quebec Aur and no securities or obligations convertible into or exchangeable for shares or other securities of Quebec Aur have been authorized or agreed to be issued or are outstanding, and except for the O2Gold rights under this Agreement, no Person has any written or oral agreement, option or warrant, or any right or privilege (whether by Applicable Law, pre-emptive or contractual) capable of becoming such for the purchase, subscription, allotment or issuance of the unissued shares or other securities or the Quebec Aur Assets of Quebec Aur.

(h) **No Agreements to Purchase** — There are no options, agreements, rights of first refusal or other rights capable of becoming such to acquire all or any part of the Quebec Aur Shares. There are no investor rights agreements, shareholders' agreements, pooling agreements, voting trusts or other similar Contracts with respect to the ownership or voting of any of the shares in the capital of Quebec Aur.

(i) **No Subsidiaries** — Quebec Aur does not have any subsidiaries or own or have any interest in, directly or indirectly, any shares or other ownership interest in any other Person, and Quebec Aur is not a party to any Contract of any nature to acquire any such shares or other ownership interest or to acquire or lease any other business operations.

(j) **Dividends and Distributions** — No dividends or other distributions of any kind whatsoever on any shares in the capital of Quebec Aur have been made, declared or authorized.

(k) **Licenses and Permits** — There are no licenses or permits that are required by Quebec Aur for carrying on its business in the manner in which such business has been carried on.

(l) **Compliance with Laws** — To the best of its knowledge, Quebec Aur has conducted and is conducting its business in compliance with all Applicable Laws in the jurisdictions in which such business is carried on.

(m) **No Unlawful Payments** — To the best of its knowledge, neither Quebec Aur nor any director, officer, agent, employee or other person associated with or acting on behalf of Quebec Aur has (i) used any corporate funds for any unlawful contribution, gift, entertainment or other unlawful expense relating to political activity, (ii) made any direct or indirect unlawful payment to any foreign or domestic government official or employee from corporate funds, (iii) violated or is in violation of any provision of applicable foreign corrupt practices legislation, including the Corruption of Foreign Public Officials Act (Canada), the U.S. Foreign Corrupt Practices Act, or (iv) made any bribe, rebate, payoff, influence payment, kickback or other unlawful payment.

(n) **Quebec Aur Assets**

(i) Quebec Aur solely owns (with good and valid title, legally and beneficially) and possesses all of its Quebec Aur Assets and the Property, as listed in Schedule B.

(ii) There are no Quebec Aur Assets owned by any Person (other than Quebec Aur) that are used in connection with the Quebec Aur Business as currently conducted. Schedule B of this Agreement sets out a complete and accurate list of all Quebec Aur Assets. No Person has any interest, registered or otherwise, in the Quebec Aur Assets owned by Quebec Aur or otherwise used in connection with the Quebec Aur Business.

(iii) There is no judgment, decree, injunction, ruling or order of any court, Governmental Authority, instrumentality or arbitrator and no claim, suit, action, litigation, arbitration or governmental proceeding is in progress, pending or, to the best of the knowledge of Quebec Aur, threatened against, relating to or affecting Quebec Aur or any of the Quebec Aur Assets.

(iv) No option, right of first refusal, earn in or pre-emptive right of any nature has been granted or issued by Quebec Aur in relation to the Quebec Aur Assets.

(v) All fees, rentals, royalties, rates, taxes, bonds and other payments in respect of the Quebec Aur Assets have been fully paid or satisfied within the time required for payment.

(vi) To the best of the knowledge of Quebec Aur, all activities and operations that have been carried out by or on behalf of Quebec Aur on the Quebec Aur Assets have been in compliance in all material respects with all Applicable Laws and directives of all Governmental Authorities and Quebec Aur has not received notice of non—compliance from any such Governmental Authorities.

(vii) Quebec Aur has not received any notice that any of the Quebec Aur Assets will be revoked, suspended, modified or will not be renewed and is not aware of any circumstance which may give rise to any such action.

(o) **Property**

(i) Quebec Aur is the registered and beneficial owner of a 100% undivided interest in and to the Property, free and clear of all Encumbrances, Claims and defects in title;

(ii) the mineral titles comprising the Property have been duly and validly issued and acquired pursuant to all Applicable Laws in Quebec, are currently in good standing up to and including the expiry dates set forth in Schedule B hereto and are in full compliance with Applicable Laws and the depiction and description of the Property set forth herein (including in Schedule B) is true and correct;

(iii) all Operations conducted on the Property to the date of this Agreement by or on behalf of Quebec Aur, and to the knowledge of Quebec Aur, by or on behalf of any previous owner of the Property or any Person who had an option or interest in respect of the Property, have been conducted in all material respects in accordance with all Applicable Laws and conditions on and relating to the Property are in compliance with Applicable Laws, and 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 material liability under any Applicable Law;

(iv) there has been no spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any kind, of any Hazardous Substance from, on, in or under the Property or into the environment, nor has any Hazardous Substance or waste been treated on or disposed of, or is located or stored on the Property, as a result of the activities by or on behalf of Quebec Aur, or to the knowledge of any Shareholder, by or on behalf of any previous owner of the Property or any Person who had an option or interest in respect of the Property, except if expressly permitted by, and in compliance with, Applicable Law;

(v) Quebec Aur has not done any act or suffered or permitted any action to be done whereby any Person may acquire any interest in or to (or otherwise deal with) the Property or Miscellaneous Interests or in the Minerals or other products to be produced or removed from the Property, including, without limitation, any royalty or payment in the nature of rent;

(vi) no Person has any right under proprietary, possessory, preferential, pre-emptive or first purchase rights or otherwise to acquire any interest in or to (or otherwise deal with) the Property or Miscellaneous Interests or Minerals or other products to be produced or removed from the Property, or that might be triggered by virtue of this Agreement or the transactions contemplated hereby;

(vii) there is no actual, threatened or, to the knowledge of Quebec Aur, contemplated Claim or challenge relating to the Property, nor to the knowledge of Quebec Aur, is there any basis therefor, and there is not presently outstanding against Quebec Aur, nor to the knowledge of Quebec Aur, against any previous owner of the Property or any Person who had an option or interest in respect of the Property, any judgment, decree, injunction, rule or order of any court, Governmental Authority or arbitrator which would have an effect upon the Property;

(viii) all work or expenditure obligations applicable to the Property, all statements and reports of the work or expenditures all rentals, duties, taxes, assessments, payments, fees and other governmental charges applicable to, or imposed on, the mineral titles comprising the Property and any other requirements to be paid, satisfied or filed to keep the mineral titles comprising the Property in good standing have been paid, satisfied or filed and have satisfied the applicable Governmental Authority; and

(ix) Quebec Aur is not a party to or bound by any guarantee, indemnification, surety or similar obligation pertaining to the Property and, except for this Agreement, no contracts have been entered between or on behalf of any Shareholder and/or any other Person with respect to (or that may affect) the Property.

(p) **Compliance with Laws, Licenses and Permits**

(i) As at the date hereof, Quebec Aur does not hold any licenses, permits (including, without limitation, Environmental Permits), registrations, qualifications, authorizations, certifications consents, approvals, directives, franchises, instructions, notices, certificates, waivers, variances, exemptions, rights and entitlements required to enable the Quebec Aur Business to be carried on as now conducted or to enable the Quebec Aur Assets or properties of Quebec Aur to be owned, leased, and operated.

(ii) Quebec Aur and each of its directors and officers has conducted and is conducting the Quebec Aur Business in compliance in all material respects with all Applicable Laws, tariffs and Orders of each jurisdiction in which it carries on the Quebec Aur Business. Neither Quebec Aur, nor any of its directors and/or officers has received any notice alleging or asserting non-compliance with any Applicable Law, tariff or Order by Quebec Aur or any of its directors and/or officers, and there is no Claim or other action by or from any Governmental Authority or any other Person in progress, pending, or to the knowledge of Quebec Aur, threatened, that any operation or activity of Quebec Aur or any of its directors and/or officers is in violation of any Applicable Law, tariff or Order and Quebec Aur has no knowledge or reason to believe that any such Governmental Authority or other Person is considering or would have reasonable grounds to consider any such Claim or other action. Quebec Aur either directly has, or indirectly on its behalf has, filed, declared, obtained, maintained or submitted all reports, documents, forms, notices, applications, records, Claims, submissions and supplements or amendments as required by any Applicable Law, tariff and Order and all such reports, documents, forms, notices, applications, records, Claims, submissions and supplements or amendments were complete and correct on the date filed (or were corrected or supplemented by a subsequent submission).

(iii) All facilities currently held or used by Quebec Aur either directly or through Contract with a third party and all protocols, procedures and processes currently employed by Quebec Aur or any of its Affiliates or third parties under contract with Quebec Aur in those facilities or elsewhere are in compliance with any and all Applicable Laws or regulations in each relevant jurisdiction and all guidelines and practices enforced by any Governmental Authority.

(q) **Product and Service Warranties** — Quebec Aur has not provided to any Person any written or oral product or services warranties or guarantees.

(r) **Environmental Matters** — To the best knowledge of Quebec Aur, there are no Hazardous Materials located on, at, in or under any of the immovable properties currently used by Quebec Aur or over which it has or had charge, management or control. Quebec Aur: (a) has conducted and is conducting the Quebec Aur Business in compliance in all material respects with all applicable Environmental Laws and all terms and conditions of all Environmental Permits; (b) has not received any Order, request or notice from any Person alleging a violation of any Environmental Law; (c) is not a party to any Claim, nor is any Claim threatened against Quebec Aur or the Quebec Aur Assets or the Property, which in either case, asserts or alleges (i) that it violated any Environmental Laws, (ii) that it is required to clean up, remove or take remedial or other response action due to the Release of any Hazardous Materials, or (iii) that it is required to pay all or a portion of the cost of any past, present or future cleanup, removal or remedial or other response action which arises out of or is related to the Release of any Hazardous Materials; and (d) is not subject to Order related to or arising out of applicable Environmental Law and, to the knowledge of Quebec Aur, Quebec Aur has not been named or listed as a potentially responsible party by any Governmental Authority in a matter arising under any Environmental Laws.

(s) **Partnerships or Joint Ventures** — Quebec Aur is not a partner or participant in any partnership, joint venture, profit-sharing arrangement or other association of any kind and is not a party to any agreement under which Quebec Aur agrees to carry on any part of the Quebec Aur Business in such manner or by which Quebec Aur agrees to share any revenue or profit of the Quebec Aur Business with any other Person.

(t) **Employees**

(i) As at the date hereof, Quebec Aur has no full or part-time employees, and no independent contractors or other non-employees who supply their services under personal services contracts.

(ii) There are no collective agreements in force with respect to employees of Quebec Aur, and no collective agreement is currently being negotiated, nor has there been, or is there, any threats to organize or establish a trade union.

(u) **Change of Control Payments** — Quebec Aur is not party to any agreement, Contract, understanding or arrangement which would give rise to any change in control, severance, termination or similar payment obligation on the part of Quebec Aur as a result of consummating the transactions contemplated by this Agreement.

(v) **Liabilities**

(i) As of the date hereof, Quebec Aur does not have any outstanding Liabilities, other than the Loan.

(ii) Quebec Aur has not given or agreed to give, nor is it a party to or bound by, any guarantee, surety or indemnity in respect of indebtedness, or other obligations, of any Person, or any other commitment by which either Quebec Aur is, or is contingently, responsible for such indebtedness or other obligations.

(w) **Insolvency** — No act or proceeding has been taken by or against Quebec Aur in connection with its liquidation, winding-up or bankruptcy, including without limitation, that Quebec Aur has not committed an act of bankruptcy or sought protection from the creditors thereof before any court or pursuant to any legislation, proposed a compromise or arrangement to the creditors thereof generally, taken any proceeding with respect to a compromise or arrangement, taken any action to be declared bankrupt or wound up, taken any action to have a receiver appointed of any of the Quebec Aur Assets thereof, had any person holding any Encumbrance, lien, charge, hypothec, pledge, mortgage, title retention agreement or other security interest or receiver take possession of any of the property thereof, had an execution or distress become enforceable or levied upon any portion of the property thereof or had any petition for a receiving order in bankruptcy filed against it.

(x) **Taxes**

(i) All tax returns and reports of Quebec Aur required by law to have been filed, if any, have been filed and are substantially true, complete and correct and all taxes and other government charges of any kind whatsoever of Quebec Aur have been paid.

(ii) Adequate provision has been made for taxes payable by Quebec Aur for the current period for which tax returns are not yet required to be filed and there are no agreements, waivers or other arrangements of any kind whatsoever providing for an extension of time with respect to the filing of any tax return by, or payment of, any tax or governmental charge of any kind whatsoever by Quebec Aur.

(iii) Quebec Aur is not aware of any contingent tax liabilities of Quebec Aur of any kind whatsoever or any grounds which would prompt a reassessment of Quebec Aur.

(iv) Quebec Aur has made all collections, deductions, remittances and payments of any kind whatsoever and filed all reports and returns required by it to be made or filed under the provisions of all applicable statutes requiring the making of collections, deductions, remittances or payments of any kind whatsoever in those jurisdictions in which Quebec Aur carries on business.

3.2 **Concerning Each Shareholder**. Each shareholder represents and warrants to O2Gold each of the matters set out in this Section 3.2, and acknowledges and confirms that O2Gold is relying upon the accuracy of such representations and warranties in connection with its purchase of the Quebec Aur Shares:

(a) **Qualification** — Each Shareholder that is not a natural person is duly incorporated and validly existing under the laws of its jurisdiction of incorporation, has the necessary corporate capacity and authority to execute and deliver this Agreement and the other agreements contemplated herein and to observe and perform its covenants and obligations under this Agreement and the other agreements contemplated herein and has taken all necessary corporate action in respect thereof.

(b) **Binding Agreement** — Each Shareholder has duly executed this Agreement, and this Agreement and the other agreements to be entered into by each Shareholder pursuant hereto constitute legal, valid and binding obligations of each Shareholder, enforceable against each Shareholder in accordance with its terms, except as enforcement may be limited by bankruptcy, insolvency and other Applicable Laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

(c) **Status of Each Shareholder and Right to Sell**

(i) The Shareholders are collectively the sole registered and beneficial owners of the Quebec Aur Shares, with good and marketable title thereto, free and clear of all Encumbrances, such shares are validly issued and outstanding as fully paid and non-assessable securities in the capital of Quebec Aur.

(ii) Each Shareholder holds no right, privilege, option, warrant or agreement to purchase or otherwise acquire, directly or indirectly, any other shares or securities in the capital of Quebec Aur.

(iii) No Person, other than O2Gold, has any Contract, option, understanding, or commitment, or any right or privilege (whether by law, pre-emptive right, or contractual provision) capable of becoming a Contract, option, or commitment, for the purchase or other acquisition of the Quebec Aur Shares.

(d) **Litigation** —There are no Claims by any Person or by or before any Governmental Authority, in either case, pending or threatened against or affecting the Shareholder that could affect the ability of such Shareholder to convey to O2Gold full right, title and interest in and to the Quebec Aur Shares or complete the transaction contemplated herein.

(e) **Tax Matters** — Each Shareholder is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

3.3 **Concerning O2Gold**. In order to induce Quebec Aur and the Shareholders to enter into this Agreement and complete their respective obligations hereunder, O2Gold represents and warrants to and covenants with Quebec Aur and each Shareholder as follows:

(a) **Corporate Authority** —The execution, delivery and performance by O2Gold of this Agreement and the completion of the transactions contemplated hereunder, have been duly authorized by all necessary corporate action on the part of O2Gold.

(b) **No Conflict** — The execution and delivery of this Agreement by O2Gold and the performance by O2Gold of its obligations under this Agreement will not:

(i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of O2Gold, or any indenture, mortgage, agreement, lease, licence or other instrument of any kind whatsoever to which O2Gold is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which O2Gold is bound; or

(ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by O2Gold.

(c) **Securities Matters.**

(i) the authorized capital of the Purchaser consists of an unlimited number of common shares, of which, as of the date hereof, [23,439,577] common shares are issued and outstanding as fully paid and non-assessable; as of the date hereof, [nil] common share purchase warrants of the Purchaser are outstanding and [35,000] stock options are outstanding;

(ii) when issued in accordance with the terms hereof, the Consideration Shares will be validly issued as fully paid and non-assessable common shares in the capital of the Purchaser; and

(iii) other than as set out above, there are no other common shares of the Purchaser or securities convertible, exercisable or exchangeable into common shares of the Purchaser or preferred shares issued or outstanding.

4. INDEMINIFICATION

4.1 **Indemnification by the Purchaser**. The Purchaser shall indemnify and save Quebec Aur and the Shareholders harmless for and from:

(a) any loss, damages or deficiencies suffered by the Quebec Aur or the Shareholders as a result of any breach of representation, warranty or covenant on the part of the Purchaser contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

4.2 **Indemnification by Quebec Aur**. Quebec Aur shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of representation, warranty or covenant on the part of Quebec Aur contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

4.3 **Indemnification by Shareholders**. The Shareholders (jointly and severally with Quebec Aur) shall indemnify and save the Purchaser harmless for and from:

(a) any loss, damages or deficiencies suffered by the Purchaser as a result of any breach of any representation, warranty or covenant on the part of the Shareholders or Quebec Aur contained in this Agreement or in any certificate or document delivered pursuant to or contemplated by this Agreement; and

(b) all claims, demands, costs and expenses, including legal fees, in respect of the foregoing.

5. CLOSING

5.1 **Closing**. The Closing shall take place on the Closing Date at the Closing at the office of the Purchaser, or at such other place upon which the Purchaser and the Shareholders may agree.

5.2 Conditions of Closing

(a) **Mutual Conditions of Closing.** The obligations to complete the Acquisition are subject to the fulfillment of the following conditions on or before the Closing:

(i) receipt of all required regulatory, corporate, shareholder, and third-party approvals, including (but not limited to) approval from the TSX-V of the Acquisition and the Concurrent Financing, and compliance with all applicable regulatory requirements and conditions necessary to complete the Acquisition;

(ii) there shall be no action taken under any applicable law by any court or Governmental Authority that makes it illegal or restrains, enjoins or prohibits the Acquisition, results in a judgment or assessment of damages relating to the Acquisition that is materially adverse to the Purchaser or Quebec Aur or that could reasonably be expected to impose any condition or restriction upon the Purchaser or Quebec Aur which, after giving effect to the Acquisition, would so materially and adversely impact the economic or business benefits of the Acquisition as to render inadvisable the consummation of the Acquisition;

(iii) there shall be no legislation (whether by statute, regulation, order-in-council, notice of ways and means motion, by-law or otherwise) enacted, introduced or tabled which, in the opinion of the Purchaser, acting reasonably, materially adversely affects or is reasonable likely to materially adversely affect the Acquisition;

(iv) neither Party shall be subject to unresolved litigation or court proceedings;

(v) there being no prohibition at law against the completion of the Acquisition; and

(vi) the Closing shall be on or before the Termination Date.

The foregoing conditions precedent are for the benefit of all Parties and may be waived by Quebec Aur (on its own behalf and on behalf of the Shareholders) and the Purchaser, in whole or in part, without prejudice to any Party's right to rely on any other condition in favour of any Party.

(b) **Conditions of Closing in Favour of the Purchaser**

The obligations of the Purchaser to complete the Acquisition are subject to the fulfillment of the following conditions on or before the Closing:

(i) completion of the Concurrent Financing;

(ii) the Shareholders and Quebec Aur shall have tendered all closing deliveries set forth in Section 5.3, including delivery of the Quebec Aur Shares, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers or other evidence of authorizing transfer of the Quebec Aur Shares to the Purchaser acceptable to the Purchaser, acting reasonably;

(iii) the representations and warranties of Quebec Aur set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Closing in all respects, except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of Quebec Aur to this effect shall have been delivered to the Purchaser;

(iv) all of the terms, covenants and conditions of this Agreement to be complied with or performed by Quebec Aur at or before the Closing will have been complied with or performed and a certificate of a senior officer of Quebec Aur to this effect shall have been delivered to the Purchaser;

(v) the representations and warranties of the Shareholders set forth in this Agreement shall have been true and correct in all material respects as of the date hereof and shall be true and correct in all material respects as of the Closing and delivery by each Shareholders of the documents described in Section 5.3 required to be delivered by such Shareholders shall constitute a reaffirmation and confirmation by such Shareholders of such representations and warranties, and a certificate of each Shareholder (or a senior officer of such Shareholder if the Shareholder is not a natural person) to this effect shall have been delivered to the Purchaser;

(vi) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Shareholders at or before the Closing will have been complied with or performed and delivery of the documents described in Section 5.3 shall constitute confirmation of such compliance and performance and a certificate of each Shareholder (or a senior officer of such Shareholder if the Shareholder is not a natural person) to this effect shall have been delivered to the Purchaser;

(vii) all consents, assignments, waivers, permits, orders and approvals of all Governmental Authorities (including the TSX-V) or other persons, including, if applicable, all those party to the material contracts of Quebec Aur necessary to permit the completion of the Acquisition shall have been obtained;

(viii) there being no inquiry or investigation (whether formal or informal) in relation to Quebec Aur or its respective directors or officers commenced or threatened by any securities commission or official of the TSX-V or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on, Quebec Aur, its business, assets or financial condition; and

(ix) there shall not have been after the date of this Agreement any material adverse effect with respect to Quebec Aur.

The foregoing conditions precedent are for the benefit of the Purchaser and may be waived by the Purchaser, in whole or in part, without prejudice to the Purchaser's right to rely on any other condition in favour of the Purchaser.

(c) **Conditions of Closing in Favour of Quebec Aur and the Shareholders**

The obligations of Quebec Aur and the Shareholders to complete the Acquisition are subject to the fulfillment of the following conditions on or before the Closing:

(i) the Purchaser shall have tendered all closing deliveries set forth in Section 5.4 including delivery of the Consideration Shares;

(ii) all consents, waivers, permits, orders and approvals of all Governmental Authorities (including the TSX-V) or other persons, including, if applicable, all those party to the material contracts of Quebec Aur necessary to permit the completion of the Acquisition shall have been obtained;

(iii) the representations and warranties of the Purchaser set forth in this Agreement shall have been true and correct as of the date hereof and shall be true and correct at the Closing in all respects, except as affected by the transactions contemplated by this Agreement, and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders;

(iv) all of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Closing will have been complied with or performed and a certificate of a senior officer of the Purchaser to this effect shall have been delivered to the Shareholders and Quebec Aur;

(v) there shall not have been after the date of this Agreement any material adverse effect with respect to the Purchaser;

(vi) the Consideration Shares will have been approved for issuance by the directors of the Purchaser; and

(vii) there being no inquiry or investigation (whether formal or informal) in relation to the Purchaser or its respective directors or officers commenced or threatened by any securities commission or official of the TSX-V or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a material adverse effect on the Purchaser, its business, assets or financial condition.

The foregoing conditions precedent are for the benefit of Quebec Aur and the Shareholders and may be waived by Quebec Aur (on its own behalf and on behalf of the Shareholders) and the Shareholders, in whole or in part, without prejudice to Quebec Aur's and the Shareholders' right to rely on any other condition in favour of Quebec Aur and the Shareholders.

(d) **Notice and Cure Provisions**

Each Party will give prompt notice to the other Parties hereto of the occurrence, or failure to occur, at any time from the date hereof until the Closing, of any event or state of facts which occurrence or failure would or would be likely to:

(i) cause any of the representations or warranties of such Party contained herein to be untrue or inaccurate on the date hereof or at the Closing; or

(ii) result in the failure by such Party to comply with or satisfy any covenant, condition or agreement to be complied with or satisfied by such Party hereunder prior to the Closing.

Notwithstanding anything contained herein, subject to Section 6, no Party may elect not to complete the Acquisition as contemplated herein as a result of the non-fulfillment of the conditions precedent contained in Sections 5.2(a), (b) and (c), as applicable, unless the Party intending to rely thereon has delivered a written notice to the other Parties hereto prior to the Closing specifying, in reasonable detail, all breaches of representations and warranties or covenants or other matters which the Party delivering such notice is asserting as the basis for the non-fulfillment of the applicable condition precedent.

5.3 **Deliveries by the Shareholders and Quebec Aur**. At the Closing, each Shareholder or Quebec Aur (as applicable) shall deliver to the Purchaser the following documents:

(a) with respect to each Shareholder, share certificates evidencing the Quebec Aur Shares owned by such Shareholder, duly endorsed in blank for transfer or accompanied by duly executed stock transfer powers;

(b) if required by the TSX-V to be delivered by such Shareholder, an escrow agreement in a form satisfactory to the TSX-V, among the Purchaser, the Escrow Agent and such Shareholders as may be required by the TSX-V to be parties thereto, duly executed by such Shareholders;

(c) a certificate signed by an authorized representative of Quebec Aur certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of Quebec Aur (and all amendments thereto as in effect as on such date) and (ii) the resolutions of the directors of Quebec Aur evidencing the approval of this Agreement and all of the transactions of Quebec Aur contemplated hereunder;

(d) the certificates referred to in Sections 5.2(b)(iii) to 5.2(b)(vi) (inclusive);

(e) a certificate of status, compliance, good standing or like certificate with respect to Quebec Aur issued by the appropriate Governmental Authority;

(f) a legal opinion in respect of Quebec Aur prepared and signed by counsel to Quebec Aur, in form and content satisfactory to all counsel, acting reasonably, and addressed to the Purchaser and its counsel; and

(g) a standard title opinion of Quebec Aur's counsel relating to the Property, in form and content satisfactory to all counsel, acting reasonably, and addressed to the Purchaser and its counsel.

5.4 **Deliveries by the Purchaser to Quebec Aur**. At the Closing, the Purchaser shall deliver to Quebec Aur the following documents:

(a) a certificate signed by an authorized representative of the Purchaser certifying: (i) that attached thereto are true and complete copies of the articles and by-laws of the Purchaser (and all amendments thereto as in effect as on such date) and (ii) the resolutions of the directors of the Purchaser evidencing the approval of this Agreement and all of the transactions of the Purchaser contemplated hereunder;

(b) the certificates referred to in Sections 5.2(c)(iii) and 5.2(c)(iv); and

(c) a certificate of status, compliance, good standing or like certificate with respect to the Purchaser issued by the appropriate Governmental Authority.

5.5 **Deliveries by the Purchaser to the Shareholders**. At the Closing, the Purchaser shall deliver to each Shareholder a share certificate or direct registration advice (at the option of the such Shareholder) evidencing the Consideration Shares payable to such Shareholder, provided, however, that certificates or advices evidencing any Consideration Shares required to be held in escrow in accordance with the requirements of the TSX-V, or otherwise, shall be delivered directly to the Escrow Agent.

6. TERMINATION

6.1 **Termination.** This Agreement may be terminated in writing at any time prior to the Closing:

(a) by mutual written consent of the Purchaser and Quebec Aur;

(b) by either Quebec Aur or the Purchaser if the Closing shall not have been consummated on or prior to the Termination Date, without liability to the terminating Party on account of such termination; provided that the right to terminate this Agreement pursuant to this paragraph shall not be available to a Party whose breach or violation of any representation, warranty, covenant, obligation or agreement under this Agreement has been the cause of or has resulted in the failure of the Closing to occur on or before such date;

(c) by the Purchaser, if there has been a material breach by Quebec Aur or the Shareholders of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 5.2(b) which Quebec Aur or the Shareholders, as applicable, fails to cure within ten (10) Business Days after written notice thereof is given by the Purchaser;

(d) by Quebec Aur if there has been a material breach by the Purchaser of any representation, warranty, covenant or agreement set forth in this Agreement or any of the documents contemplated hereby which breach would result in the failure to satisfy one or more of the conditions set forth in Section 5.2(c) which the Purchaser fails to cure within ten (10) Business Days after written notice thereof is given by Quebec Aur; and

(e) by any Party, if any permanent injunction or other order of a court or other competent authority preventing the Closing shall have become final and non-appealable; provided, however, that no Party shall be entitled to terminate this Agreement if such Party’s material breach of this Agreement or any of the documents contemplated hereby has resulted in such permanent injunction or order.

6.2 **Effect of Termination.** Upon termination of this Agreement in accordance with the terms hereof, the parties hereto shall have no further obligations under this Agreement, other than the obligations contained in Sections 7.4 through 7.6.

7. GENERAL

7.1 **Further assurances**. The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party to this Agreement subsequent to the Closing, shall survive the Closing.

7.2 **Amendments**. No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the parties hereto unless such alteration, amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

7.3 **Assignment**. This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.

7.4 **Fees and Costs.** Each Party shall be responsible for and pay its own expenses (including the fees and expenses of financial, legal and other advisors) incurred in connection with this Agreement and the Acquisition.

7.5 **Confidentiality.** Prior to Closing and, if the Acquisition is not completed, at all times thereafter, each of the parties hereto will keep confidential and refrain from using all information obtained by it in connection with the transactions contemplated by this Agreement relating to any other party hereto, provided however that such obligation shall not apply to any information which was in the public domain at the time of its disclosure to a Party or which subsequently comes into the public domain other than as a result of a breach of such Party's obligations under this paragraph. For greater certainty, nothing contained herein shall prevent any disclosure of information which may be required pursuant to applicable laws, rule or policy of the TSX-V, or pursuant to an order in judicial or administrative proceedings or any other order made by any Governmental Authority.

7.6 **Governing law**. This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein (without regard to conflict of law principles), and the Parties hereby attorn to the non-exclusive jurisdiction of the courts of Ontario.

7.7 **Counterparts**. This Agreement may be executed in counterpart and by fax or other electronic means, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

7.8 **Severability**. If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such determination this Agreement would fail in its essential purpose.

7.9 **Enurement**. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

[Remainder of Page is Intentionally Left Blank]

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

O2GOLD INC.	**QUEBEC AUR LTD.**
By: (signed) "Scott Moore"	By: (signed) "Authorized Signatory"
Title: Chief Executive Officer	Title: Authorized Signatory

FORBES & MANHATTAN, INC.

By: (signed) "Stan Bharti"
Name: Stan Bharti
Title: President

SULLIDEN MINING CAPITAL INC.

By: (signed) "Rennie Morkel"
Name: Rennie Morkel
Title: Chief Executive Officer

SCHEDULE A

LIST OF HOLDERS OF QUEBEC AUR SHARES

NAME	ADDRESS	# OF QUEBEC AUR SHARES	NUMBER OF CONSIDERATION SHARES
Forbes & Manhattan, Inc.	198 Davenport Road, Toronto, Ontario M5R 1J2	567,400	2,837,000
Sulliden Mining Capital Inc.	198 Davenport Road, Toronto, Ontario M5R 1J2	432,600	2,163,000

SCHEDULE B

QUEBEC AUR ASSETS

[please see attached]

Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	50064	2026-01-13	42.47	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50073	2026-01-13	42.68	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50073	2026-01-13	42.68	2500	32D12
Active	Quebec Aur ltd.	100	CDC	50074	2026-01-13	42.66	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50075	2026-01-13	42.73	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50076	2026-01-13	42.60	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50077	2026-01-13	42.58	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50078	2026-01-13	42.55	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50079	2026-01-13	42.53	2500	32D11
Active	Quebec Aur ltd.	100	CDC	50080	2026-01-13	42.50	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105131	2024-11-29	37.30	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105150	2024-11-30	42.34	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105151	2024-11-30	42.34	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105152	2024-11-30	42.57	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105153	2024-11-30	42.30	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105154	2024-11-30	42.27	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105155	2024-11-30	42.27	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105156	2024-11-30	41.24	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105157	2024-11-30	32.21	2500	32D11
Active	Quebec Aur ltd.	100	CDC	105158	2024-11-30	32.04	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106296	2024-12-04	42.51	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106297	2024-12-04	42.46	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106298	2024-12-04	42.42	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106299	2024-12-04	42.52	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106300	2024-12-04	42.37	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106301	2024-12-04	42.49	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106315	2024-12-05	42.61	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106316	2024-12-05	42.31	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106317	2024-12-05	42.55	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106318	2024-12-05	42.55	2500	32D11
Active	Quebec Aur ltd.	100	CDC	106319	2024-12-05	42.53	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2020065	2026-07-05	55.92	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2020066	2026-07-05	55.92	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2020067	2026-07-05	55.92	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2020068	2026-07-05	55.91	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2020069	2026-07-05	55.91	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2020070	2026-07-05	55.91	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2032333	2025-11-15	45.94	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2032334	2025-11-15	43.55	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2032335	2025-11-15	42.58	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2032336	2025-11-15	42.55	2500	32D11

Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	2032337	2025-11-15	42.53	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2032338	2025-11-15	42.51	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2032339	2025-11-15	42.51	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2032340	2025-11-15	42.39	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2032341	2025-11-15	41.83	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2065593	2025-03-07	55.92	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2065594	2025-03-07	55.91	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2065595	2025-03-07	55.91	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2065599	2025-03-07	40.03	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2065664	2025-03-08	55.93	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2065665	2025-03-08	55.93	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2065666	2025-03-08	55.93	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2065667	2025-03-08	55.93	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2065668	2025-03-08	55.92	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2065669	2025-03-08	55.90	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2065670	2025-03-08	45.01	2500	32F09
Active	Quebec Aur ltd.	100	CDC	2073233	2025-04-02	55.95	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2073234	2025-04-02	55.95	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2073235	2025-04-02	55.95	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2073236	2025-04-02	55.94	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2073237	2025-04-02	55.94	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2073238	2025-04-02	55.94	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2073239	2025-04-02	55.94	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2073240	2025-04-02	55.93	2500	32F08
Active	Quebec Aur ltd.	100	CDC	2104475	2024-07-15	42.22	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2104477	2024-07-15	42.67	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2104479	2024-07-15	42.66	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2104481	2024-07-15	37.47	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2104483	2024-07-15	17.56	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2104485	2024-07-15	13.28	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2128848	2024-10-09	14.48	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2128849	2024-10-09	26.09	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2128850	2024-10-09	26.10	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2128851	2024-10-09	53.28	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2128852	2024-10-09	42.30	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2128853	2024-10-09	42.51	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2162298	2025-06-24	42.55	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2162299	2025-06-24	42.54	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2162300	2025-06-24	42.38	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2166811	2025-07-22	35.13	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2166811	2025-07-22	35.13	2500	32D11

Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	2166812	2025-07-22	21.93	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2166813	2025-07-22	6.42	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2166814	2025-07-22	20.95	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2166815	2025-07-22	4.59	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2166816	2025-07-22	9.18	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2166817	2025-07-22	3.88	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2191520	2024-10-13	44.77	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191521	2024-10-13	44.74	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191522	2024-10-13	44.71	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191523	2024-10-13	44.67	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191524	2024-10-13	44.65	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191525	2024-10-13	32.10	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191526	2024-10-13	32.15	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191527	2024-10-13	32.20	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2191528	2024-10-13	39.21	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2244415	2025-08-03	42.73	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2244416	2025-08-03	42.73	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2367377	2025-10-22	42.51	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2367386	2025-10-22	42.51	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2367387	2025-10-22	42.73	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2367388	2025-10-22	42.51	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2367389	2025-02-17	42.32	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2367390	2025-02-17	42.51	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2367391	2025-10-22	42.49	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2367392	2025-10-22	42.49	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2370421	2025-11-13	42.55	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2370422	2025-11-13	42.56	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2376613	2026-01-22	42.53	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389070	2024-08-14	42.59	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389071	2024-08-14	42.58	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389072	2024-08-14	42.52	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389073	2024-08-14	42.59	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389074	2024-08-14	42.56	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389075	2024-08-14	42.51	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389076	2024-08-14	42.52	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389077	2024-08-14	42.43	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2389297	2024-08-20	42.40	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2414183	2025-10-09	1.88	750	32D11
Active	Quebec Aur ltd.	100	CDC	2414184	2025-10-09	0.89	750	32D11
Active	Quebec Aur ltd.	100	CDC	2414185	2025-10-09	1.05	750	32D11
Active	Quebec Aur ltd.	100	CDC	2414186	2025-10-09	1.69	750	32D11

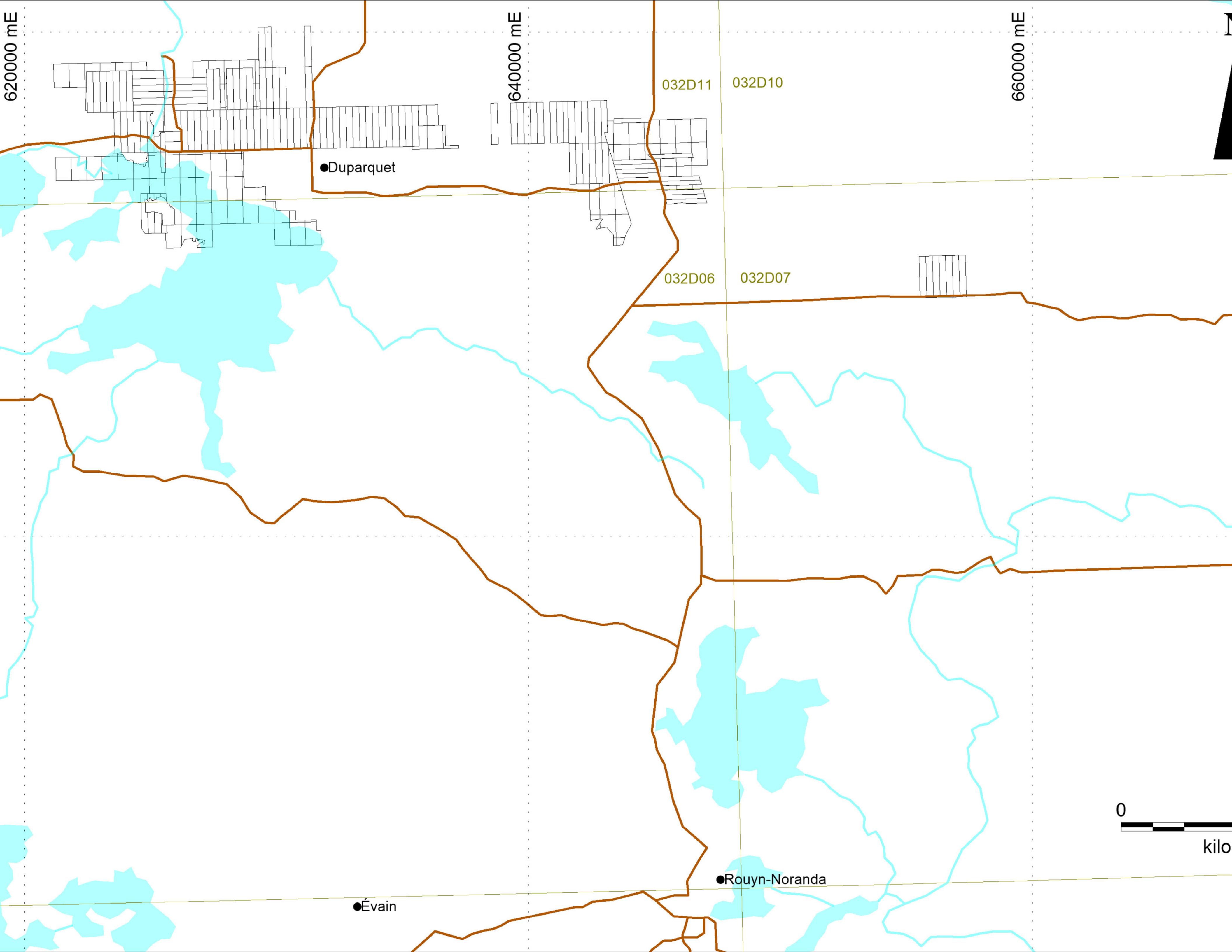
Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	2414187	2025-10-09	6.14	750	32D11
Active	Quebec Aur ltd.	100	CDC	2414188	2025-10-09	16.51	750	32D11
Active	Quebec Aur ltd.	100	CDC	2414189	2025-10-09	7.72	750	32D11
Active	Quebec Aur ltd.	100	CDC	2414191	2025-10-09	56.99	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2414192	2025-10-09	56.99	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2414193	2025-10-09	37.33	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2414194	2025-10-09	31.10	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2414195	2025-10-09	25.25	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2415524	2025-11-03	3.06	750	32D06
Active	Quebec Aur ltd.	100	CDC	2416286	2025-11-12	27.80	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2416287	2025-11-12	28.96	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2416288	2025-11-12	31.31	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2424828	2026-03-17	25.46	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2424829	2026-03-17	26.54	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2424850	2026-03-18	51.12	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2428337	2024-06-01	37.54	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2428338	2024-06-01	19.26	750	32D11
Active	Quebec Aur ltd.	100	CDC	2428987	2024-06-11	5.81	750	32D11
Active	Quebec Aur ltd.	100	CDC	2428988	2024-06-11	25.16	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2429519	2024-06-18	9.63	750	32D11
Active	Quebec Aur ltd.	100	CDC	2429520	2024-06-18	10.05	750	32D11
Active	Quebec Aur ltd.	100	CDC	2431442	2024-07-21	19.56	750	32D11
Active	Quebec Aur ltd.	100	CDC	2431443	2024-07-21	56.03	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2434063	2024-10-15	42.44	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2435918	2025-01-17	42.55	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2438085	2025-03-13	27.44	1800	32D06
Active	Quebec Aur ltd.	100	CDC	2454038	2025-07-17	26.48	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454039	2025-07-17	14.68	750	32D11
Active	Quebec Aur ltd.	100	CDC	2454040	2025-07-17	42.51	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454041	2025-07-17	42.56	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454042	2025-07-17	9.39	750	32D11
Active	Quebec Aur ltd.	100	CDC	2454043	2025-07-17	14.83	750	32D11
Active	Quebec Aur ltd.	100	CDC	2454044	2025-07-17	42.56	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454045	2025-07-17	34.25	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454046	2025-07-17	57.03	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454047	2025-07-17	27.35	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454048	2025-07-17	37.22	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454049	2025-07-17	42.37	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454050	2025-07-17	42.45	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454051	2025-07-17	42.41	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454052	2025-07-17	42.38	1800	32D11

Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	2454053	2025-07-17	42.33	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454054	2025-07-17	42.40	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454055	2025-07-17	28.07	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454056	2025-07-17	42.52	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454058	2025-07-17	8.89	750	32D11
Active	Quebec Aur ltd.	100	CDC	2454059	2025-07-17	38.70	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454060	2025-07-17	38.39	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454061	2025-07-17	29.40	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454062	2025-07-17	29.42	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454063	2025-07-17	29.57	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454064	2025-07-17	29.73	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454065	2025-07-17	29.46	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2454066	2025-07-17	28.91	1800	32D06
Active	Quebec Aur ltd.	100	CDC	2454067	2025-07-17	29.14	1800	32D06
Active	Quebec Aur ltd.	100	CDC	2454068	2025-07-17	26.24	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458889	2025-08-22	23.91	750	32D11
Active	Quebec Aur ltd.	100	CDC	2458890	2025-08-22	51.42	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458891	2025-08-22	54.96	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458892	2025-08-22	57.03	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458893	2025-08-22	57.03	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458894	2025-08-22	57.03	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458896	2025-08-22	24.38	750	32D11
Active	Quebec Aur ltd.	100	CDC	2458897	2025-08-22	20.38	750	32D11
Active	Quebec Aur ltd.	100	CDC	2458898	2025-08-22	20.42	750	32D11
Active	Quebec Aur ltd.	100	CDC	2458899	2025-08-22	42.45	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458900	2025-08-22	42.42	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458901	2025-08-22	42.40	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458902	2025-08-22	42.37	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458903	2025-08-22	42.34	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458904	2025-08-22	42.24	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458905	2025-08-22	42.21	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458906	2025-08-22	43.52	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458907	2025-08-22	43.44	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458908	2025-08-22	43.45	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458909	2025-08-22	43.47	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458910	2025-08-22	43.49	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458911	2025-08-22	37.57	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458912	2025-08-22	42.59	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458913	2025-08-22	42.55	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458914	2025-08-22	42.61	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458915	2025-08-22	42.65	1800	32D11

Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	2458916	2025-08-22	42.65	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458917	2025-08-22	31.71	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2458918	2025-08-22	25.71	1800	32D11
Active	Quebec Aur ltd.	100	CDC	2470821	2025-12-08	43.21	1800	32D07
Active	Quebec Aur ltd.	100	CDC	2470822	2025-12-08	43.27	1800	32D07
Active	Quebec Aur ltd.	100	CDC	2470823	2025-12-08	43.30	1800	32D07
Active	Quebec Aur ltd.	100	CDC	2470824	2025-12-08	43.33	1800	32D07
Active	Quebec Aur ltd.	100	CDC	2470825	2025-12-08	43.35	1800	32D07
Active	Quebec Aur ltd.	100	CDC	2470826	2025-12-08	43.39	1800	32D07
Active	Quebec Aur ltd.	100	CDC	2480175	2026-02-21	43.24	1800	32D07
Active	Quebec Aur ltd.	100	CDC	2496397	2024-06-13	20.43	500	32D11
Active	Quebec Aur ltd.	100	CDC	2497064	2026-01-08	1.80	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2497065	2026-01-08	12.00	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2497066	2026-01-08	35.59	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2497067	2026-01-08	0.01	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2497068	2026-01-08	57.06	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2497069	2026-01-08	36.51	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2497070	2026-01-08	7.40	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2497071	2026-01-08	3.38	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2497072	2026-01-08	7.15	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2497073	2026-01-08	48.10	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2497074	2026-01-08	19.34	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2497075	2026-01-08	9.32	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2497076	2026-01-08	38.27	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2502348	2024-07-23	4.48	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2502349	2024-07-23	4.03	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2502350	2024-07-23	37.77	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2502351	2024-07-23	0.17	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503669	2024-04-16	57.04	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503670	2024-04-16	57.04	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503671	2024-04-16	57.04	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503672	2024-04-16	57.03	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503673	2024-04-16	57.03	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503674	2024-04-16	57.03	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503675	2024-04-16	57.03	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503676	2024-04-16	57.04	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503677	2024-04-16	57.03	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503678	2024-04-16	2.22	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503679	2024-04-16	55.33	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503680	2024-04-16	36.17	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503681	2024-04-16	0.74	1000	32D11

Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	2503682	2024-04-16	5.92	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503683	2024-04-16	51.10	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503684	2024-04-16	33.27	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503685	2024-04-16	55.21	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503686	2024-04-16	7.48	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503687	2024-04-16	52.45	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503688	2024-04-16	45.27	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503689	2024-04-16	51.16	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503690	2024-04-16	52.67	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503691	2024-04-16	48.05	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503692	2024-04-16	57.05	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503693	2024-04-16	57.03	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503694	2024-04-16	0.38	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503695	2024-04-16	38.90	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503696	2024-04-16	6.69	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503697	2024-04-16	57.06	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503698	2024-04-16	3.16	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2503699	2024-04-16	7.45	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503700	2024-04-16	31.54	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503701	2024-04-16	7.39	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503702	2024-04-16	57.05	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503703	2024-04-16	15.33	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503704	2024-04-16	7.34	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503705	2024-04-16	57.05	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503706	2024-04-16	38.38	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503707	2024-04-16	53.58	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503708	2024-04-16	0.01	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503709	2024-04-16	57.05	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503710	2024-04-16	1.32	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503711	2024-04-16	5.73	1000	32D11
Active	Quebec Aur ltd.	100	CDC	2503712	2024-04-16	57.06	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503713	2024-04-16	55.32	2500	32D11
Active	Quebec Aur ltd.	100	CDC	2503714	2024-04-16	28.21	2500	32D06
Active	Quebec Aur ltd.	100	CDC	2503715	2024-04-16	13.66	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2503716	2024-04-16	4.60	1000	32D06
Active	Quebec Aur ltd.	100	CDC	2508405	2025-01-08	43.07	1200	32D11
Active	Quebec Aur ltd.	100	CDC	2514637	2025-03-14	57.04	1200	32D11
Active	Quebec Aur ltd.	100	CDC	2514638	2025-03-14	57.03	1200	32D11
Active	Quebec Aur ltd.	100	CDC	2514639	2025-03-14	57.03	1200	32D11
Active	Quebec Aur ltd.	100	CDC	2777698	2026-07-09	15.41	500	32D11
Active	Quebec Aur ltd.	100	CDC	2795537	2026-10-02	42.62	1200	32D11

Status	Owner	Ownership (%)	Claim type	Claim number	Expiry date	Surface (Ha)	Dollar spent needed at renewal ($)	NTS
Active	Quebec Aur ltd.	100	CDC	2795538	2026-10-02	42.62	1200	32D11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Rouyn-Noranda
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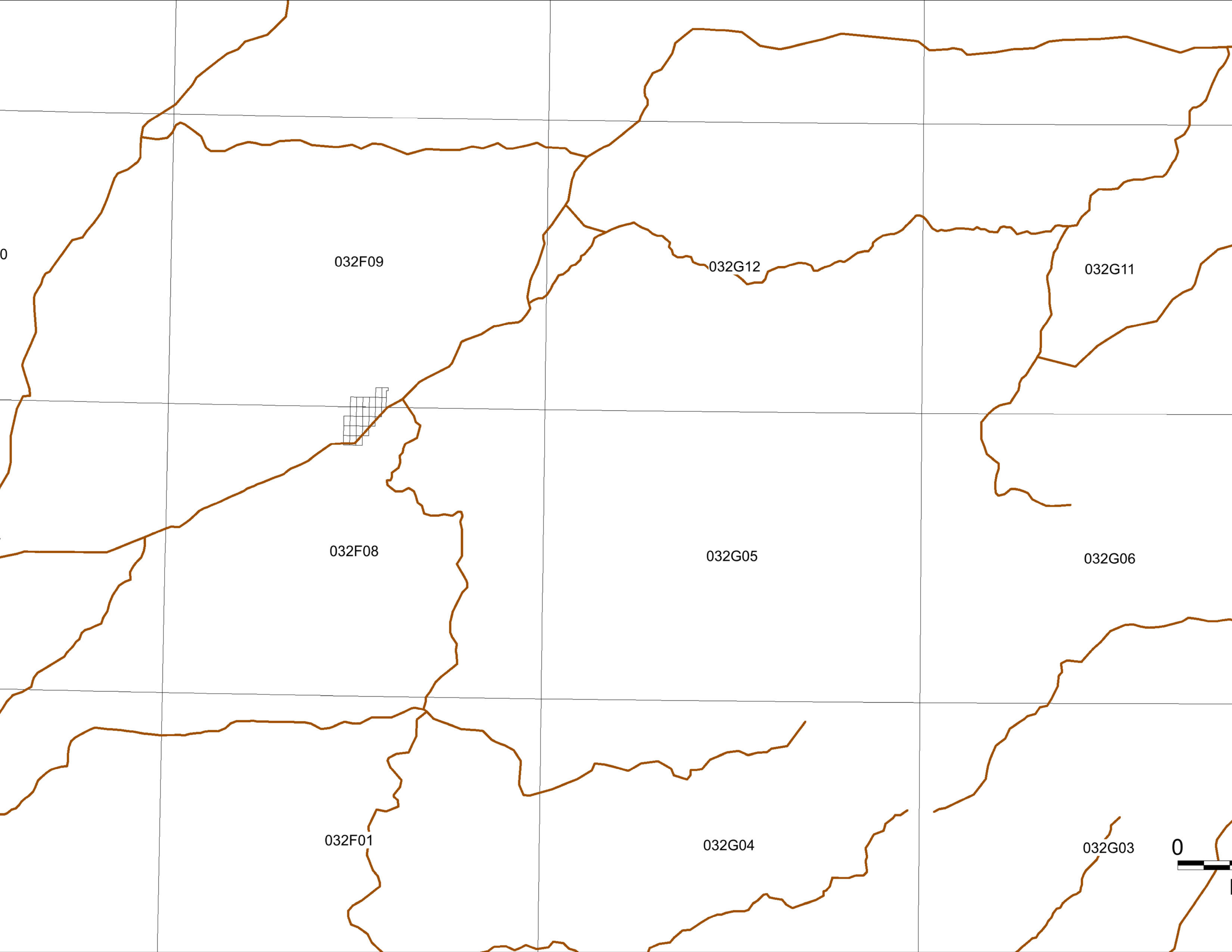
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