

**AGENCY AGREEMENT**

THIS AGREEMENT dated the 13<sup>th</sup> day of May, 2021

**BETWEEN:** **FAIRCHILD GOLD CORP.**, 9285 203B Street, Langley, British Columbia, V1M 2L9, represented by Mr. Robert Coltura, duly authorized as he so declares;

(the “**Corporation**”);

**AND:** **LEEDE JONES GABLE INC.**, 2000 Peel Street, Suite 710, Montreal, Quebec H3A 2W5, represented by Mr. Jean-François Perrault, duly authorized as he so declares;

(the “**Agent**”);

**WHEREAS:**

A. The Corporation and the Agent have executed a letter of engagement dated August 25, 2020 (the “**Engagement Letter**”) with respect to an initial public offering of a minimum of 4,700,000 common shares without par value (each a “**Common Share**”) in the capital of the Corporation (the “**Minimum Offering**”), and a maximum of 6,000,000 Common Shares (the “**Maximum Offering**”) at a price of \$0.15 per Common Share (the “**Issue Price**”), for gross proceeds of up to \$900,000 (the “**Offered Securities**” or the “**Offering**”), as set forth in the Final Prospectus (as defined herein) which is to be filed by the Corporation with the Regulatory Authorities (as defined herein). Furthermore, the Agent and the Corporation agree that an over-allotment of the Offering may occur and that accordingly, the underlying fees to be paid to Agent may vary.

B. Based on the foregoing, and subject to the terms and conditions contained in this Agreement, the Corporation hereby appoints the Agent to act as the sole and exclusive agent to the Corporation, and the Agent hereby agrees to act as the agent of the Corporation, to effect the sale of the Offered Securities on behalf of the Corporation on a “commercially reasonable efforts” basis to Purchasers (as defined herein).

C. In consideration of the services to be rendered by the Agent in connection with the sale of the Offered Securities hereunder, the Corporation shall pay to the Agent: i) a corporate finance fee of \$30,000 plus applicable taxes (the “**Corporate Finance Fee**”); ii) a cash commission (the “**Agent’s Commission**”) equal to 10% (6% for selling commission and 4% for underwriting commission) of the gross proceeds of the Offering due and payable at the Closing Time (as defined herein); and iii) a number of compensation options equal to 10% (5% for selling commission and 5% for underwriting commission) of the total number of Offered Securities subscribed for under the Offering (the “**Agent’s Options**”), each entitling the Agent, for a period of 36 months from the Closing Date, to acquire a Common Share at a price of \$0.15 per Common Share (the “**Agent’s Common Share**”). The Corporation shall execute and deliver to the Agent at the Closing Time a certificate evidencing the Agent’s Options (the “**Agent’s Option Certificate**”) to which the Agent is entitled in a form to be agreed upon by the Agent and the Corporation, acting reasonably.

D. It is agreed by the Parties that all amounts owed to the Agent (including its fees and expenses) hereunder shall be deducted directly by the Agent from the amounts payable to the Corporation.

This offer is subject to the following additional terms and conditions:

## **1. Interpretation**

1.1. Definitions. When used in this Agreement, the following terms have the following meanings:

“**Agreement**” means the agreement resulting from the acceptance by the Corporation of this offer, as modified from time to time by the Parties; “**Article**” or “**Section**” refers to the specified article, paragraph, subparagraph or other subdivision of this Agreement;

“**Applicable Legislation**” means the securities acts in the Selling Provinces, together with all the regulations and rules made and promulgated thereunder and all administrative policy statements, instruments, blanket orders and rulings, notices and administrative directions issued by the Regulatory Authorities;

“**Business Day**” means any day except Saturday, Sunday or any day on which Canadian chartered banks are generally not open for business in the city of Montréal, Québec or Vancouver, British Columbia;

“**Closing**” means the completion of the purchase and sale of the Offered Securities by the Purchasers under the Offering in accordance with this Agreement;

“**Closing Date**” has the meaning ascribed thereto in subsection 7.3;

“**Closing Time**” has the meaning ascribed thereto in subsection 7.3;

“**Corporation’s Auditors**” means such firm of chartered accountants as the Corporation may have appointed or may from time to time appoint as auditors of the Corporation, including prior auditors of the Corporation, as applicable;

“**Effective Date**” means the date on which a receipt for the Final Prospectus is issued by or on behalf of the Regulatory Authorities;

“**Engagement Letter**” means the letter agreement dated August 25, 2020 between the Corporation and the Agent relating to the Offering;

“**Exchange Policies**” means the rules and policies of the Exchange;

“**Final Prospectus**” means the (final) long form prospectus intended to be filed by the Corporation with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

“**Financial Statements**” means the financial statements of the Corporation included in the Final Prospectus, including the notes and, if applicable, the related auditors’ reports thereto;

“**Governmental Entity**” means (i) any multinational, federal, provincial, state, municipal or local government or public body or any department, court, commission, board, bureau, agency or instrumentality, domestic or foreign; (ii) any subdivision, agent, commission, board or authority of those entities; or (iii) any public, quasi-governmental or private body exercising a regulatory, expropriation or taxing authority under or for the account of those entities;

“**Law**” means any statute, regulation, rule, decree, code, voluntary restraint, guideline, decision, judgement, ruling, award, policy or order of a Governmental Entity, and any of their provisions, including the

provisions or principles of civil and common law and of equity, binding on or affecting the Person referred to in the context in which that word is used;

“**Material Adverse Effect**”, when used in connection with an entity, means any change (including a decision to implement such a change made by the board of directors or by senior management who believe that confirmation of the decision by the board of directors is probable), event, violation, inaccuracy, circumstance or effect that is materially adverse to the business, assets (including intangible assets), capitalization, financial condition or results of operations of that entity and its parent or subsidiaries (if applicable), taken as a whole;

“**misrepresentation**”, “**material fact**”, “**material change**”, “**affiliate**”, “**associate**” and “**distribution**” shall have the meanings given to them in Securities Law;

“**Parties**” means the Corporation and the Agent and any other signatory to this Agreement;

“**Person**” means an individual, a legal person (before or after it comes into existence), a partnership, a trust, a Governmental Entity as well as any other entity (with or without a patrimony by appropriation) or any group of Persons;

“**Preliminary Prospectus**” means the preliminary prospectus filed by the Corporation with the Regulatory Authorities in connection with the Offering and any amendments to it which may be filed with the Regulatory Authorities;

“**Prospectus**” means the Preliminary Prospectus and Final Prospectus, as applicable, filed or intended to be filed by the Corporation with the Regulatory Authorities in connection with the Offering and the qualification of the Common Shares, and any amendments thereto which may be filed with the Regulatory Authorities;

“**Purchasers**” means all purchasers of the Offered Securities under the Offering;

“**Securities Law**” means all applicable securities Law in the Provinces of British Columbia, Alberta, Ontario and Quebec, including applicable published fee schedules, prescribed forms, policy statements, national or multilateral instruments, orders, blanket rulings and other regulatory instruments of the Regulatory Authorities;

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval;

“**Selling Firm**” has the meaning set out in Section 2.3;

“**Selling Provinces**” means Ontario, Quebec, Alberta and British Columbia and such other provinces of Canada as may be agreed to by the Corporation and the Agent;

“**Regulatory Authorities**” means the securities commission or equivalent regulatory authority in each of the Selling Provinces;

“**Taxes**” means taxes (including income tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes, custom and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto, including any penalty and interest payable with respect thereto; and

“**TSXV**” or the “**Exchange**” means the TSX Venture Exchange.

- 1.1 Currency. Unless otherwise specified, all amounts expressed in dollars in this Agreement are in Canadian dollars.
- 1.2 Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to its subject matter and supersedes all prior agreements, discussions, negotiations and representations, including the Engagement Letter, whether oral or written, related to its subject matter.
- 1.3 Gender. Unless the context otherwise requires, words importing gender include all genders and vice versa, and words importing the singular include the plural and vice versa.
- 1.4 Headings. The division of this Agreement into articles, sections, paragraphs and other subdivisions, and the insertion of headings are for convenience of reference only and will not affect the interpretation of this Agreement.
- 1.5 Section References. All references in this Agreement to a designated Article, Section, paragraph, clause, subsection or other subdivision, is to the designated Article, Section, paragraph, clause, subsection or other subdivision of this Agreement unless otherwise specifically stated.
- 1.5. Statutory References. Unless the context otherwise requires, any reference in this Agreement to a specific part, section, clause or rule of a statute or regulation refers to it as it may be amended, re-enacted or replaced or, if repealed and not replaced, to it as it is in effect immediately before it is repealed.
- 1.6. Knowledge. Any statement in this Agreement expressed to be made to “a Party’s knowledge” and any other references to the knowledge of a Party are made on the basis of the Party’s actual knowledge, after diligent inquiry of the relevant subject matter, or on the basis of such knowledge of the relevant subject matter as the Party would have had if it had conducted such diligent inquiry.

## **2. The Offering**

- 2.1 The Corporation and the Agent shall offer for sale and sell the Offered Securities in accordance with Securities Law. The Agent shall use its commercially reasonable efforts to arrange for Purchasers for the Offered Securities in the Selling Provinces and in those other jurisdictions as may be agreed upon by the Corporation and the Agent, acting reasonably, in connection with the Offering. The Agent is under no obligation to purchase any Offered Securities, although the Agent may subscribe for Offered Securities if it so desires.
- 2.2 The Corporation shall file or cause to be filed all forms or undertakings required to be filed by the Corporation in connection with the Offering. The Corporation shall bear all fees payable in connection with such filings.
- 2.3. The Agent may invite one or more investment dealers (each, a “**Selling Firm**”) to form a selling group to participate in the Offering. In the event that the Common Shares are sold by any Selling Firm, a portion of the commission and of the Agent’s Options will be paid to the Selling Group by the Agent. The Agent shall ensure that any Selling Firm appointed under this Section 2.3 or with whom the Agent has a contractual relationship with respect to the Offering, if any, agrees with the Agent to comply with this Agreement.

- 2.4. Prior to the Closing, the Corporation shall have allowed the Agent to conduct any due diligence investigations that it reasonably requires in order to fulfill its obligations as agent under Securities Law.
- 2.5. During the period commencing on the date hereof and until completion of the Offering, the Corporation will promptly provide to the Agent drafts of any press releases of the Corporation (including the press release announcing the Closing) for review by the Agent and the Agent's counsel prior to issue, provided that any such review will be completed by the Agent and the Agent's counsel in a timely manner.
- 2.6. Prior to the Closing, the Corporation shall file or cause to be filed with the TSXV all necessary documents and shall take or cause to be taken all necessary steps to ensure that the Corporation has obtained all necessary approvals for the Offered Securities to be conditionally listed on the TSXV.
- 2.7. The Corporation hereby grants the Agent a right of first refusal on the following terms:
  - (a) the Corporation will notify the Agent in writing of the terms of any further public financing it proposes to conduct during the 12 months following the Closing Date and the Agent will have the right of first refusal to provide such public financing;
  - (b) the right of first refusal must be exercised by the Agent with 5 Business Days following the receipt of the notice by notifying the Corporation in writing that it will provide such public financing on the terms set out in the Corporation's notice delivered pursuant to Section 2.7(a).
  - (c) if the Agent fails to give notice within 5 Business Days that it will participate in such public financing upon the terms set out in the Corporation's notice delivered pursuant to Section 2.7(a), the Corporation will then be free to make other arrangements to obtain public financing from another source on the same terms or on terms no less favourable to the Corporation.
  - (d) the right of first refusal will not terminate if, on receipt of any notice from the Corporation under this Section 2.7 the Agent fails to exercise the right.

### **3. Over-Allotment Option**

- 3.1 The Agent may, as agent for and on behalf of the Corporation, solicit and accept subscriptions for an additional 15% worth of Common Shares sold pursuant to the Offering at the Issue Price, being up to an additional 900,000 Common Shares (the "**Over-Allotment Option**") for gross proceeds of up to \$135,000. The Over-Allotment Option may be exercised by the Agent, by giving notice to the Corporation, up to 48 hours prior to the Closing Date, in whole or in part at the sole discretion of the Agent.

### **4. Agent's Commission and Agent's Options**

- 4.1 In consideration of the services performed by the Agent under this Agreement, the Corporation agrees to, on the Closing Date:
  - (a) pay the Agent's Commission equal to ten percent (10%) of the gross proceeds of the Offering; and

- (b) issue that number of non-transferable Agent's Options, in the form of the Agent's Option Certificate, to the Agent or to member of the Selling Group as directed by the Agent, which is equal to ten percent (10%) of the number of Common Shares subscribed for under the Offering, each Agent's Option exercisable for one Common Share at a price of \$0.15 per Common Share for a period of thirty-six (36) months from the Closing Date; and
- 4.2 The Agent acknowledges and agrees that the issue of the Agent's Options will not restrict or prevent the Corporation from obtaining any other financing, or from issuing additional securities or rights during the period within which the Agent's Options are exercisable.

## **5. Offering Terms**

- 5.1 The Agent will only offer the Common Shares for sale at the Issue Price in the Selling Provinces on a commercially reasonable efforts basis in accordance with Securities Law and Exchange Policies.
- 5.2 Purchasers in the Selling Provinces may subscribe for Common Shares by delivering to the Agent on or prior to the Closing Date:
- (a) payment of the aggregate subscription price in a manner acceptable to the Agent; and
  - (b) such documents, certificates and forms as, in the opinion of the Agent, may be required.
- 5.3 The Offering is subject to a minimum subscription of 1,000 Common Shares (\$150);
- 5.4 The Corporation may provide a president's list of investors to be protected as part of the Offering (the "**President's List**"), up to a maximum amount of \$150,000. Only the underwriting commission will be payable from subscriptions of investors on the President's List.

## **6 Filings With The Regulatory Authorities**

- 6.1 The Corporation will cause the Final Prospectus to be filed with the Regulatory Authorities, will deliver all necessary copies of the Final Prospectus to the Regulatory Authorities and will use its commercially reasonable efforts to have the Prospectus accepted by the Regulatory Authorities and have one of the Regulatory Authorities that is designated as the principal regulator in accordance with Securities Law issue a receipt for the Final Prospectus.
- 6.2 The Corporation will provide the Agent with as many copies of the Final Prospectus as the Agent reasonably requests and the Agent will deliver to each purchaser a copy of the Final Prospectus sufficiently in advance of the Closing Date such that all withdrawal rights under Securities Law will have expired by the Closing Time.
- 6.3 Prior to the Effective Date, the Corporation will apply to the Exchange for a conditional acceptance of the listing of the Common Shares and, provided that the Corporation is not in breach of its obligations under this Agreement, the Agent will use its commercially reasonable efforts to cause all such documents to be filed by it with the Exchange as may be required by the Exchange Policies.
- 6.4 Following the Effective Date and after consulting with the Exchange, the Corporation and the Agent will set the Closing Date and the Closing Time. The Closing Date will be no later than 90 days after the Effective Date unless an amendment to the Final Prospectus is filed and received in accordance with Securities Law.

- 6.5 If, after the Final Prospectus is first filed with the Regulatory Authorities but before the conclusion of the distribution of the Common Shares under the Prospectus, a material change occurs in the affairs of the Corporation, then the Corporation will:
- (a) notify the Agent immediately, in writing, with full particulars of the change;
  - (b) if required by Securities Law, file with the Regulatory Authorities as soon as practicable, and in any event no later than 10 days after the change occurs, an amendment to the Prospectus, in a form acceptable to the Agent disclosing the material change; and
  - (c) provide as many copies of that amendment to the Agent, as the Agent may reasonably request.
- 6.6 The Corporation and the Agent will use their commercially reasonable efforts to file any documents required by the Exchange necessary to permit the Common Shares to commence trading on the Exchange.

## **7 Conditions of Closing and Closing**

- 7.1 The Agent's obligations under this Agreement are conditional upon and subject to the fulfilment of the following conditions before the Closing Time (it being understood that the Agent may waive in whole or in part or extend the time for compliance with any of such terms and conditions), which conditions the Corporation covenants to use its commercially reasonable efforts to fulfil or cause to be fulfilled before the Closing Time:
- (a) all actions required to be taken by or on behalf of the Corporation, including the passing of all requisite resolutions of directors of the Corporation, will have been taken so as to approve the Prospectus and to validly distribute the Offered Securities;
  - (b) the Corporation will have made all necessary filings with and obtained all necessary approvals, consents and acceptances from the Regulatory Authorities for the Prospectus and to permit the Corporation to fulfil its obligations hereunder; and
  - (c) the Common Shares will have been conditionally accepted for listing on the Exchange.
- 7.2 The Agent's obligations under this Agreement with respect to acting as agent for the purposes of the Offering are also conditional upon and subject to: (a) the Corporation allowing the Agent and its representatives to conduct all due diligence, which the Agent may reasonably require in connection with the Offering; and (b) prior to the filing of the Final Prospectus, the Agent's due diligence review not revealing any material adverse information or fact that is not generally known to the public that might, adversely affect the value or market price of the Common Shares or the investment quality or marketability of the Common Shares.
- 7.3 The Offering will be completed at the offices of the Corporation or the Corporation's legal counsel at such time (the "**Closing Time**") and on such date (the "**Closing Date**") as may be agreed to by the Corporation and the Agent in consultation with the Exchange; provided, however, that if the Corporation has not been able to comply with any of the covenants or conditions set out herein required to be complied with by the Closing Time and Closing Date or such other date and time as may be mutually agreed to, then the respective obligations of the Parties will terminate without further liability or obligation except for obligations of the Corporation or the Agent with respect to the payment of expenses and indemnity and contribution provided for in this Agreement.

- 7.4 The Corporation will, on the Closing Date, provide satisfactory confirmation that Common Shares have been delivered in electronic book entry form through CDS Clearing and Depository Services Inc. (the “**CDS Confirmation**”). The Agent will, on the Closing Date, deliver to the Corporation a written description and reconciliation of its expenses deducted from the gross proceeds of the Offering;
- 7.5 The Agent covenants and agrees that it shall provide all such notices and documents as may be required in connection with the Offering, including those required for the Prospectus by the orders, policies, rules, regulations, by-laws and procedures of the Regulatory Authorities (including Securities Law) and the Exchange, as amended from time to time.

## **8 Representations and Warranties**

- 8.1 The Corporation represents and warrants to the Agent as of the date hereof, and acknowledges that the Agent is relying upon each of such representations and warranties in completing the Closing, that:
- (a) Incorporation and Qualification. The Corporation is a corporation duly incorporated, continued or amalgamated and validly existing under the Law of British Columbia, has all requisite corporate power and authority to carry on its business as now conducted and to own, lease or operate its properties and assets and no steps or proceedings have been taken by any Person, voluntary or otherwise, requiring or authorizing its dissolution or winding up, and the Corporation has all requisite power and authority to enter into this Agreement, and to carry out its obligations hereunder and thereunder.
  - (b) Subsidiary. The Corporation has no direct or indirect subsidiaries nor any investment or proposed investment in any Person that, for its latest financial year end accounted for or that, for the current financial year, is expected to account for, more than 10% of the consolidated assets or consolidated revenues of the Corporation or would otherwise be material to the business and affairs of the Corporation on a consolidated basis.
  - (c) Licences. The Corporation holds all necessary licences, registrations, qualifications, permits and consents necessary or appropriate for carrying on business as currently carried on and all those licences, registrations, qualifications, permits and consents are valid and subsisting and in good standing in all material respects except where the failure to hold or the lack of good standing in respect to those licences, registrations, qualifications, permits and consents in all material respects would not have a Material Adverse Effect on the Corporation.
  - (d) No Conflict. Each of the execution and delivery of this Agreement and the Agent’s Option Certificate, the performance by the Corporation of its obligations hereunder or thereunder, the issue and sale of the Offered Securities hereunder and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under (whether after notice or lapse of time or both): (A) any Law, including Securities Law and the rules and regulations of the TSXV; (B) the constating documents or resolutions of the directors or shareholders of the Corporation that are in effect at the date hereof; (C) any hypothec, mortgage, note, indenture, contract, agreement, joint venture, partnership, instrument, lease or other document to which the Corporation is a party or by which it is bound; or (D) any judgment, decree or order binding the Corporation or the property or assets thereof.

- (e) Disclosure. The Corporation is in compliance in all material respects with its timely and continuous disclosure obligations under Securities Law and the rules and regulations of the TSXV and, without limitation, there has not occurred any material adverse change, financial or otherwise, in the assets, liabilities (contingent or otherwise), business, financial condition or capital of the Corporation on a consolidated basis that has not been publicly disclosed on a non-confidential basis. All statements set forth in all documents publicly filed by or on behalf of the Corporation under Securities Law were accurate and complete in all material respects and did not contain any misrepresentation as of the date of those statements and the Corporation has not filed any confidential material change report since the date of those statements that remains confidential as at the date hereof.
- (f) No Material Transaction. Except as disclosed in the Prospectus, the Corporation has not approved nor entered into any binding agreement in respect of, nor has any knowledge of:
- (i) the purchase of any material property or assets or any interest therein or the sale, transfer or other disposition of any material property or assets or any interest therein currently owned, directly or indirectly, by the Corporation whether by asset sale, transfer of shares or otherwise;
  - (ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the property and assets of the Corporation or otherwise) of the Corporation; or
  - (iii) a proposed or planned disposition of shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding shares of the Corporation.
- (g) Financial Statements. The Financial Statements which form part of the Prospectus have been prepared in accordance with generally accepted accounting principles in Canada and present fairly and correctly in all material respects, the consolidated financial condition of the Corporation as at the dates thereof and the consolidated results of the operations and the changes in the financial position of the Corporation for the periods then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of the Corporation, as applicable, and there has been no change in accounting policies or practices of the Corporation since its latest Financial Statements.
- (h) Taxes. Except as disclosed in its latest Financial Statements, all Taxes due and payable by the Corporation have been paid, except where the failure to pay Taxes would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect on the Corporation. All tax returns, declarations, remittances and filings required to be filed by Law of the Corporation have been filed with all appropriate Governmental Entities and all those returns, declarations, remittances and filings are, to the Corporation's knowledge, complete and accurate and no material fact has been omitted therefrom that would make any of them misleading, except where the failure to file such documents would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect on the Corporation. To the knowledge of the Corporation, no examination of any tax return of the Corporation is currently in progress and there are no issues or disputes outstanding with a Governmental Entity respecting any Taxes that have been paid, or may be payable, by the Corporation, in any case, except where such examinations, issues or disputes would not constitute an adverse material fact in respect of the Corporation or have a Material Adverse Effect on the Corporation.

- (i) Auditors. The Corporation's Auditors who audited the latest Financial Statements and who provided their audit report thereon are independent in accordance with the auditors' rules of professional conduct and are, to the Corporation's knowledge, independent public accountants as required under Securities Law and there has never been a reportable event (within the meaning of National Instrument 51-102) between the Corporation and the Corporation's Auditors or, to the knowledge of the Corporation, any former auditors of the Corporation.
- (j) No Option. No Person has or will have at the Closing Time any agreement or option, or right or privilege (whether pre-emptive or contractual) capable of becoming an agreement or option, for the purchase from the Corporation of any unissued shares or securities of the Corporation, other than options issued or to be issued to directors, employees and consultants in the normal course of business or as disclosed (i) in its latest Financial Statements; (ii) in this Agreement, or (iii) in the Prospectus.
- (k) Voting. There is no agreement in force or effect which in any manner affects or will affect the voting or control of any of the securities of the Corporation.
- (l) Liabilities. The Corporation has no outstanding bonds, debentures, hypothecs, mortgages, notes or other indebtedness and is not under any agreement to create or issue any bonds, debentures, hypothecs, mortgages, notes or other indebtedness, except as disclosed in the latest Financial Statements and the Final Prospectus and, since that date, the Corporation has not incurred any material liabilities or obligations.
- (m) No Related Party Transaction. Except as disclosed in the Prospectus and the Financial Statements, none of the officers or employees of the Corporation, any Person who owns, directly or indirectly, more than 10% of any class of securities of the Corporation or securities of any Person exchangeable for more than 10% of any class of securities of the Corporation, or any associate or affiliate of any of them, had or has any material interest, direct or indirect, in any transaction or any proposed transaction (including any loan made to or by any of them) with the Corporation that, as the case may be, materially affects, is material to or will materially affect the Corporation on a consolidated basis.
- (n) No Proceeding. There are no material actions, suits, judgments, investigations, inquiries or proceedings of any kind whatsoever outstanding (whether or not purportedly on behalf of the Corporation), pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation or its directors or officers, at law or in equity or before or by any Governmental Entity of any kind whatsoever and, to the knowledge of the Corporation, there is no basis therefor and neither the Corporation is subject to any judgment, order, writ, injunction, decree, award, rule, policy or regulation of any Governmental Entity that, either separately or in the aggregate, may have a Material Adverse Effect on the Corporation or would adversely affect the ability of the Corporation to perform its obligations under this Agreement.
- (o) No Consent. No approval, authorization, consent or other order of, and no filing, registration or recording with, any Person is required of the Corporation in connection with the execution and delivery of or with the performance by the Corporation of this Agreement except: (i) those which have been obtained or those that may be required and shall be obtained prior to the Closing Time under Securities Law or the rules of the TSXV, and (ii) such post-Closing notice filings with the Regulatory Authorities and the TSXV as may be required in connection with the Offering.

- (p) No Default. The Corporation is not in violation of its constating documents or in default of the performance or observance of any material obligation, agreement, covenant or condition contained in any material contract, indenture, trust deed, hypothec, mortgage, loan agreement, note, lease or other agreement or instrument to which it is a party or by which it or its property may be bound.
- (q) Enforceability. At the Closing Time, each of this Agreement and the Agent's Option Certificate will have been duly authorized and executed and delivered by the Corporation and, upon such execution and delivery, each will constitute a valid and binding obligation of the Corporation and each will be enforceable against the Corporation in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other Law relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable Law.
- (r) Authorization. At the Closing Time, all necessary corporate action will have been taken by the Corporation to carry out its obligations hereunder and to allot and authorize the issue of the Offered Securities and the Agent's Options, and, upon due exercise in accordance with the provisions thereof, the Agent's Common Shares issuable on exercise of the Agent's Options will be validly issued as fully paid and non-assessable securities in the capital of the Corporation, provided that in the case of the Agent's Common Shares, the Corporation has received the exercise price thereof.
- (s) Listing. The Corporation has applied to the TSXV for the listing of the common Shares thereon and has received conditional listing approval from the TSXV.
- (t) Rights. All agreements and other documents and instruments under which the Corporation holds its property and assets are valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with their terms. The Corporation is not in default of any of the material provisions of any of those agreements, documents or instruments nor to the Corporation's knowledge has any such default been alleged and those properties and assets are in good standing under the Law.
- (u) No Loan. Except as disclosed in the Prospectus, the Corporation has not made any loans to or guaranteed the obligations of any Person.
- (v) Books and Records. The minute books and records of the Corporation made available to counsel for the Agent in connection with its due diligence investigation of the Corporation are all of the minute books and records of the Corporation and contain copies of all material proceedings (or certified copies thereof or drafts thereof pending approval) of the shareholders, the directors and all committees of directors of the Corporation to the date of review of those corporate records and minute books and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of the Corporation since then, other than those that have been disclosed to the Agent or that are not material in the context of the Corporation.
- (w) Environment. To its knowledge, the Corporation has not been and is not currently in violation of, in connection with the ownership, use, maintenance or operation of its property and assets, any environmental, health or safety Laws which would have a Material Adverse Effect on the Corporation. The Corporation does not have any knowledge of, and has not

received any notice of, any material claim, judicial or administrative proceeding, pending or threatened against, or that may affect, either the Corporation or any of its properties, assets or operations, relating to, or alleging any violation of any of those Laws. The Corporation is not aware of any facts that could give rise to any such claim or judicial or administrative proceeding and the Corporation nor any of its properties, assets or operations is, to the Corporation's knowledge, the subject of any investigation, evaluation, audit or review by any Governmental Entity to determine whether any violation of any of those Law has occurred or is occurring or whether any remedial action is needed in connection with a release of any contaminant into the environment, except for compliance investigations conducted in the normal course by any Governmental Entity, in each case which could reasonably be expected to have a Material Adverse Effect on the Corporation.

- (x) Restoration. To the Corporation's knowledge, there are no orders, rulings or directives issued, pending or threatened against the Corporation under any Law requiring any work, repairs, construction or capital expenditures with respect to the properties or assets of the Corporation that would have a Material Adverse Effect on the Corporation. To the Corporation's knowledge, it is not subject to any contingent or other liability relating to the restoration or rehabilitation of land, water or any other part of the environment (except for those derived from normal exploration activities) or non-compliance with Law that could reasonably be expected to have a Material Adverse Effect on the Corporation.
- (y) Compensation. The latest Financial Statements, to the extent required under Securities Law, describe each material plan for retirement, bonus, stock purchase, profit sharing, stock option, deferred compensation, severance or termination pay, insurance, medical, hospital, dental, vision care, drug, sick leave, disability, salary continuation, legal benefits, unemployment benefits, vacation, incentive or otherwise contributed to, or required to be contributed to, by the Corporation for the benefit of any current or former director, officer, employee or consultant of the Corporation, each of which has been maintained in all material respects with its terms and with the requirements prescribed by Law.
- (z) Internal Control. The Corporation maintains a system of internal accounting controls sufficient to provide reasonable assurances that (A) transactions are executed in accordance with management's general or specific authorization, and (B) transactions are recorded as necessary to permit preparation of financial statements in conformity with Canadian generally accepted accounting principles and to maintain accountability for assets.
- (aa) Information. All information that has been prepared by the Corporation relating to the Corporation and its business, properties and liabilities and either publicly disclosed, provided or made available to the Agent, including all financial, mining and operational information provided to the Agent, is, as of the date of that information, accurate and complete in all material respects, taken as whole, and no fact has been omitted therefrom that would make it materially misleading.
- (bb) Material Facts. The Corporation has not withheld and will not withhold from the Agent prior to the Closing Time, any material facts relating to the Corporation or to the Offering, and the Prospectus contains full, true and plain disclosure of all material facts relating to the Corporation and its business and securities, and contains no "misrepresentations".

8.2 The Agent warrants and represents to the Corporation that:

- (a) it is a valid and subsisting corporation, duly incorporated and in good standing under the law of the jurisdiction in which it was incorporated;
- (b) it holds all registrations, licenses and permits that are required for carrying on its business in the manner in which such business has been carried on to sell the Offered Securities in the Selling Provinces, and the Agent has the corporate power and capacity to carry on the business carried on by it and the Agent is duly qualified to carry on business in the Selling Provinces;
- (c) it has all requisite power and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
- (d) it is, and will remain until the completion of the Offering, appropriately registered under Applicable Legislation so as to permit it to lawfully fulfil its obligations hereunder and the Agent is, and will remain until the completion of the Offering, a participating organization of the Exchange in good standing;
- (e) (i) it is not a U.S. Person as that term is defined in the United States Securities Act of 1933, as amended (in this section, the “**U.S. Securities Act**”), (ii) it was not offered the Agent’s Options within the United States, (iii) it did not execute this Agreement or otherwise place its order to acquire the Agent’s Options from within the United States, and (iv) the Agent’s Options may not be exercised in the United States or by or on behalf of a U.S. Person, except in transactions exempt from the registration requirements of the U.S. Securities Act and applicable securities laws;
- (f) it will fulfil all legal requirements (including, without limitation, compliance with Applicable Legislation) to be fulfilled by it to act as the Company’s agent in undertaking the Offering in the Selling Provinces; and
- (g) it will sell the Offered Securities in compliance with the Applicable Legislation.

**9 Expenses of Agent**

- 9.1 The Corporation will pay all reasonable expenses of the Offering and all the expenses reasonably incurred by the Agent in connection with the Offering, which amount shall include the fees and expenses of the legal counsel for the Agent (subject to a maximum of \$22,500), plus applicable taxes and disbursements. The Agent recognizes that it has received from the Corporation a corporate finance fee of \$20,000 plus applicable taxes, which shall be deducted from the Corporate Finance Fee payable on the Closing Date;
- 9.2 The Corporation will pay the expenses referred to in Section 9.1 even if the Final Prospectus or this Agreement are not accepted by the Regulatory Authorities or this Agreement is terminated, unless the failure of acceptance or completion or the termination is the result of a breach of this Agreement by the Agent;
- 9.3 The Agent may, from time to time, render accounts for its expenses in connection with the Offering to the Corporation for payment on or before the dates set out in the accounts;

9.4 The Corporation authorizes the Agent to deduct its reasonable expenses in connection with the Offering from the gross proceeds of the Offering and any advance payments made by the Corporation.

## **10 Other Obligations of the Corporation**

10.1 The Corporation shall:

- (a) use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of Securities Law to a date that is at least 12 months from the Effective Date;
- (b) use its commercially reasonable efforts to maintain the listing of the common shares of the Corporation on the TSXV or such other recognized stock exchange or quotation system, for a period of at least 12 months from the Closing Date;
- (c) ensure that the Offered Securities shall be duly authorized and validly issued as fully paid and non-assessable common shares of the Corporation at the Closing Time;
- (d) deliver, or cause to be delivered, prior to the filing of the Final Prospectus, a comfort letter of the Corporation’s auditors addressed to the Agent and its legal counsel and dated as of the date of the Final Prospectus, in form and content acceptable to the Agent, acting reasonably, relating to the verification of the financial information and accounting data contained in the Final Prospectus and to such other matters as the Agent may reasonably require;
- (e) duly execute and deliver the Agent’s Option Certificate at the Closing Time, and perform all its obligations thereunder;
- (f) ensure that the Agent’s Common Shares shall, upon issuance in accordance with the terms of the Agent’s Option Certificate, be duly authorized and validly issued as fully paid and non-assessable common shares of the Corporation, provided that the Corporation has received the exercise price thereof;
- (g) ensure that at all times prior to their expiry, sufficient Agent’s Common Shares are allotted and reserved for issue upon due exercise of the Agent’s Options; and
- (h) perform and carry out all of the acts and things to be completed by it as provided in this Agreement.

## **11 Alternative Transaction**

11.1 In the event that the Corporation withdraws from the Offering in order to complete an alternative transaction (which transaction is completed within 12 months of the withdrawal from the Offering), the Corporation shall pay to the Agent promptly upon closing the alternative transaction a fee equal to the maximum amount of fees otherwise payable under this Agreement calculated on the basis of the Maximum Offering (including the exercise in full of the Over-Allotment Option).

An “**alternative transaction**” means the issuance of securities of the Corporation or a business transaction, either of which involve a change in control of the Corporation, or any material subsidiary including a merger, amalgamation, arrangement, take-over bid supported by the board

of directors of the Corporation, insider bid, reorganization, joint venture, sale of all or substantially all assets, exchange of assets or any similar transaction, excluding an issuance of securities pursuant to the exercise of securities of the Corporation outstanding on the date hereof or in connection with a bona fide acquisition by the Corporation (other than a direct or indirect acquisition, whether by way of one or more transactions, of an entity all or substantially all of the assets of which are cash, marketable securities or financial in nature or an acquisition that is structured primarily to defeat the intent of this provision).

## **12 Termination Events**

12.1 The Agent may terminate its obligations under this Agreement by notice in writing to the Corporation at any time before Closing if:

- (a) the Agent's due diligence review discloses any material adverse information with respect to the Corporation or the sale of the Offered Securities;
- (b) there is an event, accident, governmental law or regulation or other occurrence of any nature which, in the opinion of the Agent, acting reasonably, materially adversely affects or will materially adversely affect the financial markets, or the business of the Corporation or the ability of the Agent to perform its obligations under this Agreement, or a Purchaser's decision to purchase the Offered Securities;
- (c) the Agent is prevented by any event which is not reasonably within its control from carrying out its obligations hereunder;
- (d) the state of the financial markets, is such that in the opinion of the Agent, acting reasonably, the Offering Securities cannot be profitably marketed;
- (e) an enquiry or investigation (whether formal or informal) in relation to the Corporation, or the Corporation's directors, officers or promoters, is commenced or threatened by an officer or official of any Regulatory Authority, which could reasonably be expected to have a material adverse effect on the Corporation;
- (f) any order to cease, halt or suspend trading (including an order prohibiting communications with persons in order to obtain expressions of interest) in any security of the Corporation prohibiting or restricting the Offering is made by a competent regulatory authority and remains in effect for more than 15 Business Days;
- (g) the Corporation is in breach of any material term of this Agreement;
- (h) the Agent determines that any of the representations or warranties made by the Corporation in this Agreement is false or has become false; or
- (i) the Agent and the Corporation agree in writing to terminate this Agreement.

## **13 Exercise of Termination Right**

13.1 If the Agent terminates this Agreement under Section 12, the Agent will no longer be liable to the Corporation and the Corporation will no longer be liable to the Agent, save and except the Corporation shall be liable to make payments of the Agent's expenses as provided herein. The right of the Agent to terminate its obligations under this Agreement is in addition to such other remedies

it may have in respect of any default, act or failure to act of the Corporation in respect of any of the matters contemplated by this Agreement.

**14 Survival of Representations and Warranties**

- 14.1 All terms, conditions, warranties and representations contained in this Agreement or in any documents delivered under this Agreement and in connection with the transactions herein contemplated will survive the purchase and sale of the Offered Securities and will continue in full force and effect for the benefit of the Agent, the Purchasers and/or the Corporation, as the case may be, in accordance with Law, regardless of any subsequent disposition of the Offered Securities or any investigation by or on behalf of the Agent with respect thereto.

**15 Indemnity and Contribution**

- 15.1 The Corporation shall indemnify and hold the Agent, each of the Selling Firms and each of their respective affiliates and associates (referred to in this Section 15 collectively, as the “Agent”) and the directors, officers, partners, employees and shareholders of the Agent (the “personnel”) harmless from and against any expenses, losses (other than loss of profits), claims, actions, damages or liabilities, whether joint or several (including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings or claims), and the reasonable fees and expenses of its legal counsel that may be incurred in advising with respect to and/or defending any claim that may be made against the Agent, to which the Agent and/or their personnel may become subject or otherwise involved in any capacity under Law or otherwise insofar as those expenses, losses, claims, damages, liabilities or actions arise out of or are based, directly or indirectly, upon the performance of services rendered to the Corporation by the Agent and their personnel hereunder or otherwise in connection with the matters referred to in this Agreement, including in any way caused by or arising directly or indirectly from or in consequence of:

- (a) the breach of, or default under, any material term or condition of the Corporation made or contained in this Agreement or in any other document of the Corporation delivered under this Agreement or made by the Corporation in connection with the sale of the Offered Securities or any representation or warranty of the Corporation made or contained in this Agreement or in any other document of the Corporation delivered under this Agreement or in connection with the sale of the Offered Securities being or being alleged to be untrue, false or misleading;
- (b) any gross negligence or wilful misconduct by the Corporation relating to or connected with the sale by the Corporation of the Offered Securities;
- (c) any omission to state in any certificate of the Corporation delivered under this Agreement any fact (except facts relating solely to the Agent), required to be stated in such document or necessary to make any statement in such document not misleading in light of the circumstances under which it was made;
- (d) any order made or enquiry, investigation or proceedings commenced or threatened by any Governmental Entity, not based upon the activities or alleged activities of the Agent, based upon any untrue, false or misleading statement or omission or any misrepresentation or alleged misrepresentation made by the Corporation;
- (e) the non-compliance by the Corporation with any of the Securities Law relating to or connected with the sale by the Corporation of the Offered Securities,

provided that, in the event and to the extent that a court of competent jurisdiction in a final judgment from which no appeal can be made or a Governmental Entity in a final ruling from which no appeal can be made determines that the liabilities, claims, actions, suits, proceedings, losses, costs, damages or expenses resulted from the intentional or gross negligence, dishonesty or fraud or illegal act of the Agent or personnel claiming indemnity, this indemnity will not apply.

- 15.2 If for any reason (other than as set out in Section 15), this indemnification is unavailable to the Agent or the personnel or insufficient to hold them harmless, then the Corporation shall contribute to the amount paid or payable by the Agent as a result of such expense, loss, claim, damage or liability in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation on the one hand and the Agent or any personnel on the other hand but also the relative fault of the Corporation and the Agent or any personnel, as well as any relevant equitable considerations; provided that the Corporation shall, in any event, contribute to the amount paid or payable by the Agent as a result of such expense, loss, claim, damage or liability, any excess of such amount over the amount of the fees received and retained by the Agent hereunder and in connection with this Offering. The rights to contribution provided in this Section 15 shall be in addition to and not in derogation of any other right to contribution that the Agent may have by Law.
- 15.3 If any legal proceeding is brought against the Corporation and/or the Agent or any personnel by any Governmental Entity, or any Governmental Entity or stock exchange investigates the Corporation and/or the Agent (or any of them), and any personnel of the Agent is required to testify in connection with it or is required to respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of the services rendered to the Corporation by the Agent, the Agent may employ its own legal counsel in connection therewith provided the Agent and such personnel act reasonably in selecting such legal counsel, and the Corporation shall pay the reasonable fees and expenses of that legal counsel as well as the reasonable costs (including an amount to reimburse the Agent for time spent by their personnel in connection therewith) and out-of-pocket expenses incurred by its personnel in connection therewith as they occur.
- 15.4 Promptly after receipt of notice of the commencement of any legal proceeding against the Agent (or any of them) or any of its personnel or after receipt of notice of the commencement of any investigation that is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation, the Agent shall notify the Corporation of the commencement thereof and, throughout the course thereof, shall provide copies of all relevant documentation to the Corporation, shall keep the Corporation advised of the progress thereof and shall discuss with the Corporation all significant actions proposed. The omission to so notify the Corporation will not relieve the Corporation of any liability that the Corporation may have to the Agent except only to the extent that any such delay in giving or failure to give notice as herein required materially prejudices the defence of such action, suit, proceeding, claim or investigation or results in any material increase in the liability that the Corporation would otherwise have under this Section 15 had the Agent not so delayed in giving or failed to give the notice required hereunder.
- 15.5 The Corporation may, at its own expense, participate in and, to the extent it may wish to do so, assume the defence of any suit brought to enforce a claim under this Section 15, provided that defence is conducted by experienced and competent legal counsel which shall be acceptable to the Agent, acting reasonably. Upon the agreement of the Corporation and the Agent as to the choice of legal counsel, the Corporation will not be liable to the Agent for any legal expenses subsequently incurred by the Agent in connection with that defence. If such defence is assumed by the Corporation, the Corporation throughout the course thereof shall provide copies of all relevant

documentation to the Agent, shall keep the Agent advised of the progress thereof and shall discuss with the Agent all significant actions proposed.

- 15.6 Notwithstanding Section 15.5, the Agent may, at the Corporation's expense, employ legal counsel of the Agent's choice, in respect of the defence of any action, suit, proceeding, claim or investigation if: (i) the employment of such legal counsel has been authorized by the Corporation; (ii) the Corporation has not assumed the defence and employed legal counsel therefor within a reasonable time after receiving notice of that action, suit, proceeding, claim or investigation; or (iii) counsel retained by the Corporation and the Agent has advised the Agent that representation of both Parties by the same counsel would be inappropriate for any reason, including because there may be legal defences available to the Agent (or any of them) which are different from or in addition to those available to the Corporation (in which event and to that extent, the Corporation may not assume or direct the defence on the Agent's behalf) or that there is a conflict of interest between the Corporation and the Agent (or any of them) or the subject matter of the action, suit, proceeding, claim or investigation may not fall within the indemnity set forth in this Section 15 (in either of which events the Corporation may not assume or direct the defence on the Agent's behalf).
- 15.7 No admission of liability and no settlement of any action, suit, proceeding, claim or investigation shall be made without the consent of the Agent, such consent not to be unreasonably withheld. No admission of liability shall be made and the Corporation will not be liable for any settlement of any action, suit, proceeding, claim or investigation made without its consent, such consent not to be unreasonably withheld.
- 15.8 With respect to any indemnified party who is not a Party, the Agent shall obtain and hold the rights and benefits of this Section 15 for and on behalf of such indemnified party.

## **16 Notices**

- 16.1 Any notice or other communication under this Agreement shall be given in writing and delivered personally or by courier or sent by prepaid registered mail or by fax or email, and addressed as follows:

if to the Corporation:

**FAIRCHILD GOLD CORP.**  
9825 203B Street  
Langley, British Columbia V1M 2L9  
Attention: Robert Coltura, President & CEO

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

**LOTZ & COMPANY**  
1170 – 1040 West Georgia Street  
Vancouver, British Columbia V6E 4H1  
Attention: Jonathan Lotz  
Email: [jlotz@lotzandco.com](mailto:jlotz@lotzandco.com)

if to the Agent:

**LEEDE JONES GABLE INC.**

2000 Peel Street, Suite 710  
Montreal, Quebec H3A 2W5

Attention: Jean-François Perrault, Managing Director

Fax: (514) 904-1788

Email: [jfperrault@leedejonesgable.com](mailto:jfperrault@leedejonesgable.com)

with a copy to:

**DUNTON RAINVILLE LLP**

800 Square Victoria Street, 43rd Floor,  
Montreal, Quebec H4Z 1H1

Attention: Michel Lebeuf Jr., Partner

Email : [mlebeuf@duntonrainville.com](mailto:mlebeuf@duntonrainville.com)

Attention: Dario Marchesan, Associate

Email : [dmarchesan@duntonrainville.com](mailto:dmarchesan@duntonrainville.com)

Any such notice or other communication will be deemed to have been given on the day it is actually delivered or received (or if that day is not a Business Day, on the following Business Day), unless it is delivered at the place of delivery or received at the place of receipt after 4:00 p.m., local time, in which case it will be deemed to have been given on the next Business Day.

Any Party may, from time to time, designate another address in accordance with this Section.

**17 Time**

17.1 Time shall be of the essence hereof.

**18 Waivers**

18.1 Any failure to act or delay in acting by a Party with respect to a non-performance, or the non-exercise of a right, under this Agreement will not operate as a waiver of that performance or of that right. The waiver of a right under this Agreement by a Party will not be effective unless it is given in a signed writing, in which case it will be effective in the specific instance and for the specific purpose given.

**19 Amendment**

19.1 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement will be valid and binding upon the Parties unless such alteration, amendment, modification or interpretation is in writing executed by the Parties.

**20 Enurement**

20.1 This Agreement shall enure to the benefit of and be binding on the Parties and their successors and permitted assigns.

**21 Severability**

- 21.1 Each provision of this Agreement is separate and distinct and, if any provision of this Agreement is determined to be invalid, illegal or unenforceable, it will be severed from this Agreement and all other provisions will remain in full force and effect.

**22 Governing Law**

- 22.1 This Agreement is governed by the Laws of the province of British Columbia and the Laws of Canada applicable therein.

**23 Further Assurances**

- 23.1 A Party shall promptly do, execute, deliver or cause to be done, signed and delivered all further acts, documents and things that another Party may reasonably require for the purpose of giving effect the provisions and intent of this Agreement.

**24 Counterparts**

- 24.1 This Agreement may be signed in any number of counterparts, each of which is deemed to be an original and all of which taken together is deemed to constitute one and the same instrument. Each counterpart may be delivered by fax or email and a faxed or emailed copy is as effective as an original.

**25 Agreement Understood**

- 25.1 The Parties acknowledge having jointly drawn up and negotiated all stipulations of this Agreement.

**26 Language**

- 26.1 The Parties acknowledge that they have consented that this Agreement and all documents related thereof be drafted in English. Les parties reconnaît par les présentes avoir consenti à ce que la présente convention et tous les documents qui y sont liés soient rédigés en anglais.

**[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]**

**IN WITNESS WHEREOF** the Parties have hereunto executed this Agreement as of the day and year first above written.

**FAIRCHILD GOLD CORP.**

*"Robert Coltura"*

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**Robert Coltura**

President & CEO

**LEEDE JONES GABLE INC.**

*"Jean-François Perrault"*

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**Jean-François Perrault**

Managing Director, Corporate Finance

*"Richard Carter"*

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**Richard Carter**

Senior Vice President, General Counsel and  
Corporate Secretary