

AGENCY AGREEMENT

April 9, 2025

Yukon Metals Corp.
Suite 1290, 625 Howe Street
Vancouver, BC V6C 2T6

Attention: Rory Quinn, President and Chief Executive Officer

Dear Sir:

Cormark Securities Inc. and Canaccord Genuity Corp., as co-lead agents (together, the “**Agents**”), understand that Yukon Metals Corp. (the “**Corporation**”) proposes to issue and sell up to 20,409,090 units of the Corporation (the “**Offered Units**”) at a price of \$0.55 per Offered Unit (the “**Offering Price**”) for aggregate gross proceeds of up to \$11,224,999.50, subject to the terms and conditions set out below.

Upon and subject to the terms and conditions set forth herein, the Corporation hereby appoints the Agents, and the Agents hereby agree to act, as agents to the Corporation to effect the Offering (as hereinafter defined) on a “best efforts” agency basis to Purchasers (as hereinafter defined) in such provinces of Canada (other than Québec), the United States or, as agreed to by the Corporation and the Agents, internationally (the “**Offering Jurisdictions**”) in each case on and subject to the terms of this Agreement (as hereinafter defined).

The Offered Units will be issued and sold in the Offering Jurisdictions on a private placement basis, in any combination: (i) in Canada pursuant to the “listed issuer financing exemption” (the “**Listed Issuer Financing Exemption**”) under Part 5A.2 of NI 45-106 (as hereinafter defined) (the “**LIFE Offering**”); and (ii) (a) in Canada pursuant to the “accredited investor exemption” or other applicable exemptions from the prospectus requirements under NI 45-106, and (b) in the United States or to, or for the account or benefit of, U.S. Persons that are U.S. Accredited Investors or Qualified Institutional Buyers (the “**AI Offering**”, together with the LIFE Offering, the “**Offering**”). Offered Units sold to Purchasers under the LIFE Offering are referred to in this Agreement as “**LIFE Units**” and those sold under the AI Offering are referred to in this Agreement as “**Hold Units**.” Unless the context otherwise requires, references to “**Offered Units**” include both the LIFE Units and the Hold Units.

Each Offered Unit will consist of one Common Share (as hereinafter defined) (each, a “**Unit Share**”) and one-half of one common share purchase warrant (each whole common share purchase warrant, a “**Warrant**”). Each Warrant shall entitle the holder thereof to purchase one Common Share (each, a “**Warrant Share**”) at a price of \$0.80 at any time before 5:00 p.m. (Toronto time) on the date that is 36 months following the Closing Date (as hereinafter defined). The Warrants shall be duly and validly created and issued pursuant to, and governed by, a warrant indenture (the “**Warrant Indenture**”) dated as of the Closing Date to be entered into between Endeavor Trust Corporation (the “**Warrant Agent**”), in its capacity as warrant agent thereunder, and the Corporation. The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants set forth in the Warrant Indenture. In case of any inconsistency between the description of the Warrants in this Agreement and the terms of the Warrants as set forth in the Warrant Indenture, the provisions of the Warrant Indenture shall govern.

For the purposes of relying on the Listed Issuer Financing Exemption, the Corporation prepared and filed an offering document dated March 26, 2025, which was superseded by an amended and restated offering document dated March 27, 2025 (the “**Offering Document**”), in accordance with NI 45-106, including Form 45-106F19. The Corporation also issued a related news release on March 26, 2025, as supplemented by a further news release on March 27, 2025 (together, the “**Offering Release**”).

In consideration of the services rendered by the Agents in connection with the Offering, the Corporation shall pay to the Agents at the Closing Time (as hereinafter defined) a cash commission equal to: (i) 6.0% of the aggregate gross proceeds from the sale of Offered Units; and (ii) 3.0% of the aggregate gross proceeds from the sale of Offered Units to Purchasers on the President’s List (as hereinafter defined); provided that, in respect of certain President’s List orders, as may be agreed upon by the Corporation and the Agents, the commission payable may be reduced or waived in whole or in part, or may be increased to up to 6.0%, as applicable (the “**Commission**”).

As additional compensation for the services to be rendered by the Agents hereunder, the Corporation will issue to the Agents (or members of any selling group engaged by the Agents in amounts as determined by the Agents) that number of compensation warrants as is equal to 6.0% of the number of Offered Units sold pursuant to the Offering (the “**Compensation Warrants**”), excluding any Offered Units sold to Purchasers on the President’s List, in respect of which no Compensation Warrants shall be issued. Each Compensation Warrant will be exercisable to acquire one Common Share (each, a “**Compensation Warrant Share**”) at a price of \$0.55 until 5:00 p.m. (Toronto time) on the date that is 36 months following the Closing Date. The terms governing the Compensation Warrants will be set out in the Compensation Warrant Certificates (as hereinafter defined).

The obligation of the Corporation to pay the Commission and to issue the Compensation Warrants shall arise at the Closing Time against payment for the Offered Units and the Commission and the Compensation Warrants shall be fully earned by the Agents at that time.

The Corporation shall be entitled to identify certain investors to the Agents as President’s List Purchasers. The Corporation acknowledges and agrees that the Agents shall not be required to conduct a suitability review in respect of sales to the President’s List Purchasers, and that the Agents do not and will not have any liability whatsoever to the Corporation or to the President’s List Purchasers with respect to such sales and the Corporation shall indemnify and save harmless the Agents from any and all losses or expenses relating to sales to President’s List Purchasers.

The Agents shall be entitled to appoint a soliciting dealer group consisting of other registered dealers subject to agreement by the Corporation, acting reasonably (each, a “**Selling Firm**”) as its agents to assist in the Offering. Any fee payable to such dealer(s) shall be for the account of the Agents and shall be negotiated among the Agents and the Selling Firm(s) and no additional compensation shall be payable by the Corporation.

Notwithstanding the foregoing, certain Purchasers will settle directly with the Corporation (the “**Direct Settlers**”) and the parties hereto acknowledge that the Agents shall not be required to conduct a suitability review in respect of the sale of any Offered Units issued to Direct Settlers and the indemnity set out in Section 9 of this Agreement shall apply in respect of such sales.

TERMS AND CONDITIONS

The following are additional terms and conditions of this Agreement:

Section 1 Definitions and Interpretation

- (1) Where used in this Agreement or in any amendment hereto, the following terms have the following meanings, respectively:

“**Agents**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Agreement**” means this agency agreement, including the schedules hereto, as modified, amended and/or supplemented from time to time;

“**AI Offering**” has the meaning ascribed thereto in the third paragraph of this Agreement;

“**Applicable Laws**” means all applicable laws, rules, regulations, statutes, ordinances, codes, orders, consents, decrees, judgments, decisions, rulings, or awards, including any judicial or administrative interpretation thereof, of any Governmental Authority;

“**associate**”, “**affiliate**”, “**distribution**”, “**insider**”, “**material change**”, “**material fact**”, “**misrepresentation**” and “**person**” have the respective meanings ascribed thereto in the Securities Act;

“**Authorizations**” means any regulatory licences, approvals, permits, approvals, consents, certificates, registrations, filings or other authorizations of or issued by any Governmental Authority under Applicable Laws;

“**AZ Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the AZ Claims in Schedule “C”;

“**Barite Mountain Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Barite Mountain Claims in Schedule “C”;

“**BCBCA**” means the *Business Corporations Act* (British Columbia), and the regulations thereunder, as now promulgated;

“**Birch (Pluto) Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Birch (Pluto) Claims in Schedule “C”;

“**Broker Securities**” has the meaning ascribed thereto in Section 6(1)(j) of this Agreement;

“**Business**” means the business of the Corporation as set forth in the Offering Document;

“**Business Assets**” means all material tangible and intangible property and assets owned (either directly or indirectly), leased, licensed, loaned, operated or used, including all real property, fixed assets, facilities, equipment, inventories and accounts receivable, by the Corporation or the Subsidiary in connection with the Business, including the Mining Properties;

“**Business Data**” means all data and personal information accessed, processed, collected, stored or disseminated by the Corporation, including any Personally Identifiable Information;

“Business Day” means a day, other than a Saturday, a Sunday or statutory or civic holiday in the city of Toronto, Ontario or Vancouver, British Columbia;

“Canadian Securities Laws” means, collectively, all applicable securities laws of each of the applicable Offering Jurisdictions in Canada and the respective rules and regulations under such laws together with applicable published instruments, notices and orders of the securities regulatory authorities in the applicable Offering Jurisdictions in Canada, including the rules and policies of the Exchange;

“Carter Gulch Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Carter Gulch Claims in Schedule “C”;

“CDS” means CDS Clearing and Depository Services Inc.;

“Claims” has the meaning ascribed thereto in Section 9 of this Agreement;

“Clea Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Clea Claims in Schedule “C”;

“Closing” means the issuance, delivery and sale of the Offered Units on the Closing Date in accordance with the terms and conditions of this Agreement, the Subscription Agreements and the Investor Questionnaires;

“Closing Date” means April 9, 2025, or such other date as may be agreed to in writing by the Corporation and the Agents, each acting reasonably;

“Closing Time” means 8:00 a.m. (Toronto time) on the Closing Date, or such other time on the Closing Date as may be agreed to by the Corporation and the Agents;

“Commission” has the meaning ascribed thereto in the sixth paragraph of this Agreement;

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

“Compensation Warrants” has the meaning ascribed thereto in the seventh paragraph of this Agreement;

“Compensation Warrant Certificates” means the certificates representing the Compensation Warrants;

“Compensation Warrant Share” has the meaning ascribed thereto in the seventh paragraph of this Agreement;

“Corporate IP” means the material Intellectual Property that has been developed by the Corporation, or that is being used, by the Corporation, other than Licensed IP;

“Corporation” has the meaning ascribed thereto in the first paragraph of this Agreement;

“Data Protection Laws and Standards” has the meaning ascribed thereto in Section 5(tt) of this Agreement;

“Debt Instrument” means any and all loans, bonds, notes, debentures, indentures, promissory notes, mortgages, guarantees or other instruments evidencing indebtedness (demand or otherwise) for borrowed money or other liability to which the Corporation or the Subsidiary is a party or to which their property or assets are otherwise bound;

“Direct Settlers” has the meaning ascribed thereto in the eleventh paragraph of this Agreement;

“Directed Selling Efforts” means “directed selling efforts” as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity, it means, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for any of the Offered Securities, and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Securities;

“Employee Plans” has the meaning ascribed thereto in Section 5(qq) of this Agreement;

“Engagement Letter” means the engagement letter between the Agents and the Corporation dated March 26, 2025, as amended on March 27, 2025;

“Environmental Laws” has the meaning ascribed thereto in Section 5(ee) of this Agreement;

“Exchange” means the Canadian Securities Exchange;

“Expo Property” means those claims which are 100% owned by the Subsidiary and which are listed as the Expo Property in Schedule “C”;

“Expo Technical Report” means the report prepared by Carl Schulze, BSc, P. Geo entitled “NI 43-101 Technical Report on Activities on the Expo Property, Southeast Yukon, Canada” dated effective May 13, 2024;

“Eva Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Eva Claims in Schedule “C”;

“Fairway Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Fairway Claims in Schedule “C”;

“Faro North Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Faro North Claims in Schedule “C”;

“Financial Statements” means the audited consolidated financial statements of the Corporation for the financial year ended August 31, 2024, together with the notes thereto and the auditors’ report thereon;

“Fox Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Fox Claims in Schedule “C”;

“Gem Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Gem Claims in Schedule “C”;

“Government Official” means (a) any official, officer, employee, or representative of, or any person acting in an official capacity for or on behalf of, any Governmental Authority or (b) any salaried political party official, elected member of political office or candidate for political office;

“Governmental Authority” means and includes, without limitation, any national or federal government, province, state, municipality or other political subdivision of any of the foregoing, any entity exercising executive, legislative, judicial, taxation, regulatory or administrative functions of or pertaining to government and any corporation or other entity owned or controlled (through stock or capital ownership or otherwise) by any of the foregoing;

“Governmental Licences” has the meaning ascribed thereto in Section 5(dd) of this Agreement;

“Hazardous Substances” has the meaning ascribed thereto in Section 5(ee) of this Agreement;

“Hold Units” has the meaning ascribed thereto in the third paragraph of this Agreement;

“IFRS” means International Financial Reporting Standards as issued by the International Accounting Standards Board;

“including” means including but not limited to;

“Indemnified Party” or **“Indemnified Parties”** have the meanings ascribed thereto in Section 9 of this Agreement;

“Intellectual Property” means all trade or brand names, business names, trademarks, service marks, copyrights, patents, patent rights, licenses, industrial designs, drug identification numbers (and equivalents in jurisdictions other than Canada), know-how (including trade secrets and other unpatented or unpatentable proprietary or confidential information, systems or procedures), and computer software, inventions, designs and other industrial or intellectual property of any nature whatsoever;

“Investor Questionnaires” mean, collectively, the investor questionnaires in the form or forms mutually acceptable to the Corporation and the Agents, duly completed, executed and delivered by the Purchasers to the Corporation in respect of the LIFE Offering, as amended or supplemented;

“Kopper Krown Claims” means those claims which are 100% owned by the Subsidiary and which are listed as the Kopper Krown Claims in Schedule “C”;

“Licensed IP” means the Intellectual Property owned by any person other than the Corporation or the Subsidiary and which the Corporation or the Subsidiary licenses or uses;

“Liens” means any encumbrance or title defect of whatever kind or nature, regardless of form, whether or not registered or registrable and whether or not consensual or arising by law (statutory or otherwise), including any mortgage, lien, charge, pledge or security interest, whether fixed or floating, or any assignment, lease, option, right of pre-emption, privilege, encumbrance, easement, servitude, right of way, restrictive covenant, right of use or any other right or claim of any kind or nature whatever which affects ownership or possession of, or title to, any interest in, or right to use or occupy such property or assets, including the Mining Properties;

“LIFE Offering” has the meaning ascribed thereto in the third paragraph of this Agreement;

“**LIFE Units**” has the meaning ascribed thereto in the third paragraph of this Agreement;

“**Listed Equity Security**” and “**Listed Equity Securities**” has the meaning ascribed to “Listed Equity Security” in NI 45-106;

“**Listed Issuer Financing Exemption**” has the meaning ascribed thereto in the third paragraph of this Agreement;

“**Lock-Up Agreements**” has the meaning ascribed thereto in Section 4(xii) of this Agreement;

“**Losses**” has the meaning ascribed thereto in Section 9 of this Agreement;

“**Material Adverse Effect**” means any event, change, or state of being that has had or is reasonably likely to have a significant and adverse effect on the business, affairs, capital, operation, properties, permits, assets, liabilities (absolute, accrued, contingent or otherwise) or condition (financial or otherwise) of the Corporation or the Subsidiary considered on a consolidated basis except to the extent that any such change, event, violation, inaccuracy, circumstance or effect is a result of or arose in connection with: (a) any change in regulatory accounting requirements applicable to public companies in Canada; (b) any change in (i) global, national or regional political conditions (including the outbreak of war or acts of terrorism); (ii) general economic, business, regulatory or market conditions; or (iii) global or national financial or capital markets; or (c) any natural disaster, and which, in each case, does not have a materially disproportionate effect on the Corporation or the Subsidiary, taken as a whole;

“**Material Agreement**” means any contract, commitment, agreement (written or oral), option, instrument, lease or other document, including licences, sub-licences, supply agreements, manufacturing agreements, distribution agreements, sales agreements, or any other similar type of agreements, to which the Corporation or the Subsidiary is a party or to which its Business Assets are otherwise bound, and which is material to the Corporation or the Subsidiary;

“**Mining Concessions**” means, collectively, the concessions comprising any and all of the mining claims related to the Mining Properties;

“**Mining Property**” or “**Mining Properties**” means, individually or collectively, (i) the AZ Claims, (ii) the Barite Mountain Claims, (iii) the Birch (Pluto) Claims, (iv) the Carter Gulch Claims, (v) the Clea Claims, (vi) the Eva Claims, (vii) the Expo Property, (viii) the Fairway Claims, (ix) the Faro North Claims, (x) the Fox Claims, (xi) the Gem Claims, (xii) the Kopper Krown, (xiii) the Nut Claims, (xiv) the Pete Claims, (xv) the Risby Claims, (xvi) the Star River (Ketza) Claims, (xvii) the Talbot (Cloud) Claims, (xviii) the Venus Claims, and (xix) the Venus Crown Grants;

“**Mining Rights**” has the meaning ascribed thereto in Section 5(z)(vi)

“**NI 43-101**” means National Instrument 43-101 – *Standards of Disclosure for Mineral Projects*;

“**NI 45-102**” means National Instrument 45-102 – *Resale of Securities*;

“**NI 45-106**” means National Instrument 45-106 – *Prospectus Exemptions*;

“**NI 51-102**” means National Instrument 51-102 – *Continuous Disclosure Obligations*;

“**Nut Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Nut Claims in Schedule “C”;

“**Offering**” has the meaning ascribed thereto in the third paragraph of this Agreement;

“**Offering Document**” has the meaning ascribed thereto in the fifth paragraph of this Agreement;

“**Offering Jurisdictions**” has the meaning ascribed thereto in the second paragraph of this Agreement;

“**Offering Price**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Offering Release**” has the meaning ascribed thereto in the fifth paragraph of this Agreement;

“**Offered Units**” has the meaning ascribed thereto in the first paragraph of this Agreement;

“**Permitted Encumbrances**” means: (i) any validly perfected security interest given by the Corporation or the Subsidiary in respect of any indebtedness; (ii) any other security given by the Corporation or the Subsidiary in connection with the operation of the Business in the ordinary course of business; (iii) liens against the Corporation or the Subsidiary, or their assets, for taxes, assessments or governmental charges or levies not due and delinquent; (iv) undetermined or inchoate liens and charges incidental to the current operations of the Corporation or the Subsidiary which have not been filed pursuant to law or which relate to obligations not due or delinquent; (v) restrictions on transfer pursuant to Applicable Laws or the constating documents of the entity; and (vi) Liens that arise in the ordinary course of business and do not materially impair the Corporation’s or the Subsidiary’s ownership or use of such property or assets;

“**Person**” includes any individual (whether acting as an executor, trustee administrator, legal representative or otherwise), corporation, partnership, trust, fund, association, syndicate, organization or other organized group of persons, whether incorporated or not;

“**Personally Identifiable Information**” means any information relating to an identified or identifiable natural person (including without limitation any information protected under Data Protection Laws and Standards, such as name, postal address, email address, telephone number, date of birth, Social Insurance Number (or its equivalent), driver’s license number, account number, credit or debit card number or identification number);

“**Pete Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Pete Claims in Schedule “C”;

“**President’s List Purchasers**” means, collectively, certain purchasers of Offered Units acquiring such Offered Units whose names are set forth on a president’s list agreed to among the Corporation and the Agents as of the date hereof, such list not to exceed up to \$5,000,000;

“**Public Disclosure Record**” means, collectively, all of the documents which have been filed on **SEDAR+** at www.sedarplus.ca (or its predecessor www.sedar.com, as applicable) as at the date hereof since January 1, 2023 by or on behalf of the Corporation with the Securities Regulators in Canada pursuant to the requirements of Canadian Securities Laws;

“**Purchasers**” means the persons who, as purchasers, acquire the Offered Units by duly completing, executing and delivering either the Subscription Agreements or the Investor Questionnaires, as applicable;

“**Qualified Institutional Buyer**” is a U.S. Accredited Investor that is also a “qualified institutional buyer” within the meaning of Rule 144A under the U.S. Securities Act;

“**Repayment Event**” means any event or condition which gives the holder of any Debt Instrument (or any person acting on such holder’s behalf) the right to require the repurchase, redemption or repayment of all or a material portion of such indebtedness by the Corporation or the Subsidiary;

“**Risby Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Risby Claims in Schedule “C”;

“**Royalty**” means the 2.5% net smelter returns royalty held by 18526 Yukon Inc. in respect of each of the Mining Properties, the details of which are further set out in the Public Disclosure Record;

“**Securities Act**” means the *Securities Act* (British Columbia) in effect on the date hereof;

“**Securities Laws**” means, collectively, Canadian Securities Laws and all applicable securities laws, rules, regulations, policies and other instruments promulgated by the Securities Regulators in any of the other Offering Jurisdictions;

“**Securities Regulators**” means, collectively, the securities regulators or other securities regulatory authorities in the Offering Jurisdictions, and each a “**Securities Regulator**”;

“**SEDAR+**” means the System for Electronic Data Analysis and Retrieval+ of the Canadian Securities Administrators;

“**Selling Firm**” has the meaning ascribed thereto in the tenth paragraph of this Agreement;

“**Star River (Ketza) Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Star River (Ketza) Claims in Schedule “C”;

“**Subscription Agreements**” mean, collectively, the subscription agreements in the form or forms mutually acceptable to the Corporation and the Agents, entered into between the Purchasers and the Corporation in respect of the AI Offering, as amended or supplemented;

“**Subsidiary**” means Lapie Mining Inc., a corporation existing under the laws of the Yukon Territory, and wholly-owned by the Corporation;

“**subsidiary**” or “**subsidiaries**” has the meaning ascribed thereto in the Securities Act;

“**Talbot (Cloud) Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Talbot (Cloud) Claims in Schedule “C”;

“**Tax Act**” has the meaning ascribed thereto in Section 5(j) of this Agreement;

“**Transaction Documents**” means this Agreement, the Subscription Agreements, the Investor Questionnaires, the Warrant Indenture and the Compensation Warrant Certificates;

“**Unit Share**” has the meaning ascribed thereto in the fourth paragraph of this Agreement;

“**United States**” means the United States of America, its territories and possessions, any state of the United States and the District of Columbia;

“**U.S. Accredited Investor**” is an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

“**U.S. Affiliate**” means a United States broker dealer affiliate of an Agent, duly registered as a broker dealer under the U.S. Exchange Act and all applicable state securities Laws;

“**U.S. Exchange Act**” means the United States Securities Exchange Act of 1934, as amended, and the rules and regulations promulgated thereunder;

“**U.S. Person**” means a “U.S. person” as that term is defined in Rule 902(k) of Regulation S;

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder;

“**Venus Claims**” means those claims which are 100% owned by the Subsidiary and which are listed as the Venus Claims in Schedule “C”;

“**Venus Crown Grants**” means those Crown Grants which are 100% owned by the Subsidiary and which are listed as the Venus Crown Grants – South Klondike Highway in Schedule “C”;

“**Warrant**” has the meaning ascribed thereto in the fourth paragraph of this Agreement;

“**Warrant Agent**” has the meaning ascribed thereto in the fourth paragraph of this Agreement;

“**Warrant Indenture**” has the meaning ascribed thereto in the fourth paragraph of this Agreement;

“**Warrant Share**” has the meaning ascribed thereto in the fourth paragraph of this Agreement;

“**YBCA**” means the *Business Corporations Act*, RSY 2002, c 20; and

“**Yukon Opinion**” has the meaning ascribed thereto in Section 7(2).

- (2) Any reference in this Agreement to a section or subsection shall refer to a section or subsection of this Agreement.
- (3) All words and personal pronouns relating thereto shall be read and construed as the number and gender of the party or parties referred to in each case required and the verb shall be construed as agreeing with the required word and/or pronoun.
- (4) Any reference in this Agreement to \$ or to “dollars” shall refer to the lawful currency of Canada, unless otherwise specified.

- (5) The following are the schedules to this Agreement, which schedules are deemed to be a part hereof and are hereby incorporated by reference herein:

Schedule “A” - Existing Rights

Schedule “B” - Compliance with United States Securities Laws

Schedule “C” - Property Claims Descriptions

Section 2 Offering and Sale of the Offered Units

- (1) **Sale on Exempt Basis.** The Agents shall use “best efforts” to arrange for the purchase of Offered Units:

- (i) in the applicable Offering Jurisdictions in Canada on a private placement basis in compliance with Canadian Securities Laws such that the offer and sale of the Offered Units does not obligate the Corporation to file a prospectus or deliver an offering memorandum (other than the Offering Document); and
- (ii) in such other Offering Jurisdictions outside of Canada as consented to by the Corporation on a private placement basis in compliance with all applicable Securities Laws of such other Offering Jurisdictions provided that no prospectus, registration statement, offering memorandum or similar document is required to be filed in such Offering Jurisdictions, no registration or similar requirement would apply with respect to the Corporation in such other Offering Jurisdictions and the Corporation does not thereafter become subject to on-going continuous disclosure obligations under any applicable Securities Laws of such Offering Jurisdictions. The parties acknowledge that the Offered Units, the Unit Shares, the Warrants and the Warrant Shares have not been and will not be registered under the U.S. Securities Act or any state securities laws and may not be offered or sold in the United States or to, or for the account or benefit of, U.S. Persons except in the manner specified in this Agreement and pursuant to the representations, warranties, acknowledgments, agreements and covenants of the Corporation, the Agents and the U.S. Affiliates contained in, and in compliance with, Schedule “B” hereto. All offers and sales to be undertaken by the Agents in the United States or to, or for the account or benefit of, U.S. Persons in connection with the Offering shall be undertaken through each U.S. Affiliate on behalf of the Agents.

- (2) **Filings in respect of the LIFE Offering.** The Corporation has filed, will file, or will cause to be filed, all forms required to be filed by the Corporation under Canadian Securities Laws in connection with the issue and sale of the LIFE Units (including a Form 45-106F1 with the applicable Securities Regulators in Canada) so that the distribution of the LIFE Units to the Purchasers may lawfully occur without the necessity of filing a prospectus, registration statement or other offering document (other than the Offering Document) in Canada, but on terms that will permit the LIFE Units acquired by the Purchasers to be sold by such Purchasers at any time in the Offering Jurisdictions in Canada without being subject to a hold period under Canadian Securities Laws, provided that the conditions described in Section 7(1)(l)(i) to (v) herein and inclusive are satisfied. All prescribed fees payable in connection with filings that the Corporation is obligated to make shall be at the expense of the Corporation. The Corporation represents and warrants that the Offering Document complies with the requirements of Part 5A of NI 45-106 and Form 45-106F19 and does not contain any misrepresentations.

- (3) **Filings in respect of the AI Offering.** The Corporation will file, or will cause to be filed, all forms required to be filed by the Corporation under Canadian Securities Laws in connection with the issue and sale of the Hold Units (including a Form 45-106F1 with the applicable Securities Regulators in Canada)

so that the distribution of the Hold Units to the Purchasers and the Compensation Warrants to the Agents may lawfully occur without the necessity of filing a prospectus, registration statement or other offering document in Canada, the United States or internationally, but on terms that will permit the Hold Units acquired by the Purchasers to be sold by such Purchasers and any Compensation Warrant Shares acquired by the Agents to be sold by the Agents in the Offering Jurisdictions in Canada, subject to applicable hold periods under Canadian Securities Laws, and each of the Agents undertakes to use its commercially reasonable efforts to assist the Corporation in complying with, including causing Purchasers of Hold Units to complete any forms required by, Canadian Securities Laws or applicable Securities Laws of the other Offering Jurisdictions. All prescribed fees payable in connection with filings that the Corporation is obligated to make shall be at the expense of the Corporation.

(4) **Other Obligations.** Neither the Corporation nor either of the Agents shall: (i) provide to any prospective purchasers of Offered Units any document or other material that would constitute an offering memorandum (other than the Offering Document in respect of the LIFE Offering) within the meaning of Canadian Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Units, including any advertisement, article, notice or other communication published in any newspaper, magazine, printed public media, printed media or similar media, or broadcast over radio, television or telecommunications, including electronic display, or any seminar or meeting relating to the offer and sale of the Offered Units whose attendees have been invited by general solicitation or advertising.

(5) **News Releases.** The Corporation agrees that it shall obtain prior approval of the Agents as to the content and form of any news release relating to the Offering, such approval not to be unreasonably withheld, conditioned or delayed. For greater certainty, each of the Agents agree that the Corporation shall be entitled to disclose the terms of this Agreement and the Engagement Letter in its news releases in connection with the Offering. In addition, if required by the relevant Securities Laws, any news release announcing or otherwise referring to the Offering shall include an appropriate notation as follows: “Not for distribution to United States newswire services or for dissemination in the United States.” and a disclaimer to substantially the following effect “The securities offered have not been and will not be registered under the United States Securities Act of 1933, as amended (the “**U.S. Securities Act**”), or any U.S. state securities law, and may not be offered or sold in the “United States” or to “U.S. persons” (as such terms are defined in Regulation S under the U.S. Securities Act) absent registration under the U.S. Securities Act and all applicable U.S. state securities laws or compliance with an exemption from such registration requirements. This news release shall not constitute an offer to sell or the solicitation of an offer to buy any securities in the United States or to U.S. persons nor shall there be any sale of the securities in any jurisdiction (including in the United States or Canada) in which such offer, solicitation or sale would be unlawful.”

Section 3 Diligence

Prior to the Closing Date, the Corporation shall: (i) allow the Agents and their representatives the opportunity to conduct all due diligence investigations which the Agents may reasonably require to be conducted in connection with the Offering prior to and until the Closing Time; (ii) make available to the Agents (and their counsel), on a timely basis all material books and records including all material corporate, financial, property, legal and operational information and documentation of the Corporation, and will provide reasonable access to facilities, properties, employees, auditors, legal counsel, consultants or other experts of the Corporation, to permit the Agents, their legal counsel and other advisers to conduct their due diligence investigation of the business and affairs of the Corporation; (iii) assist the Agents in sourcing any other information useful and reasonably necessary in conducting such due diligence; and (iv) make available its senior management, the chair or another member of its audit committee, its “qualified persons”

(within the meaning of NI 43-101) and its legal counsel to answer any reasonable questions which the Agents may have and to participate in a due diligence session to be held prior to Closing.

Section 4 Covenants of the Corporation

The Corporation hereby covenants to the Agents and the Purchasers, and acknowledges that each of them is relying on such covenants in connection with the purchase of the Offered Units, that the Corporation shall:

- (i) for a period of 36 months following the Closing Date, use its commercially reasonable efforts to maintain its status as a “reporting issuer” (or the equivalent thereof) not in default of the requirements of the Canadian Securities Laws in each of the applicable Canadian Offering Jurisdictions where the Corporation is a “reporting issuer” as at the date hereof, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation and shall not limit or be construed as limiting or restricting the Corporation from completing any consolidation, amalgamation, arrangement, business combination, sale of all or substantially all of the Corporation’s assets, take-over bid, merger or other similar transaction, or any transaction which would result in the Corporation ceasing to be a “reporting issuer” so long as the holders of Common Shares have approved the transaction if required in accordance with the requirements of applicable corporate laws, Canadian Securities Laws or the policies of the Exchange;
- (ii) for a period of 36 months following the Closing Date, use its commercially reasonable efforts to maintain the listing of the Common Shares (including those issuable pursuant to the Offering) on the Exchange or such other recognized stock exchange or quotation system such as the TSX Venture Exchange or the Toronto Stock Exchange or such others as the Agents may approve, acting reasonably, provided that the foregoing requirement is subject to the obligations of the directors to comply with their fiduciary duties to the Corporation and shall not limit or be construed as limiting or restricting the Corporation from completing any consolidation, amalgamation, arrangement, business combination, sale of all or substantially all of the Corporation’s assets, take-over bid, merger or other similar transaction, or any transaction which would result in the Common Shares ceasing to be listed so long as the holders of Common Shares have approved the transaction if required in accordance with the requirements of applicable corporate laws, Canadian Securities Laws or the policies of the Exchange;
- (iii) at or prior to the Closing Time, satisfy all terms, conditions and covenants contained in this Agreement required to be complied with or satisfied by the Corporation (unless waived by the Agents);
- (iv) ensure that at the Closing Time the Warrants and the Compensation Warrants shall be authorized, validly created and issued in accordance with the Warrant Indenture and the Compensation Warrant Certificates, as applicable, and shall have attributes corresponding in all material respects to the description thereof set forth in this Agreement, the Subscription Agreements, the Investor Questionnaires, the Warrant Indenture, the Warrant Certificates and the Compensation Warrant Certificates, as applicable;

- (v) ensure that at all times prior to the expiry of the Warrants and the Compensation Warrants a sufficient number of Warrant Shares and Compensation Warrant Shares, as applicable, are allotted and reserved for issuance upon the exercise of the Warrants and the Compensation Warrants in accordance with their applicable terms;
- (vi) ensure that, upon issuance thereof and payment therefor, the Unit Shares, the Warrant Shares and the Compensation Warrant Shares will be duly issued as fully paid and non-assessable Common Shares;
- (vii) obtain all consents, approvals, permits, authorizations or filings as may be required under Canadian Securities Laws for the execution and delivery of and the performance by the Corporation of its obligations hereunder and under the Subscription Agreements and the Investor Questionnaires, other than customary post-closing filings required to be submitted within the applicable time frame pursuant to Canadian Securities Laws and the Securities Laws applicable in the United States;
- (viii) have duly notified the Exchange of the issuance of the Unit Shares, the Warrant Shares and the Compensation Warrant Shares and completed all necessary filings for the listing of the Unit Shares, the Warrant Shares and the Compensation Warrant Shares on the Exchange and the Exchange shall not have objected thereto or denied the listing thereof;
- (ix) use the net proceeds of the Offering in accordance with the term sheet appended to the Subscription Agreement and use the funds available to the Corporation in accordance with the disclosure set out in the Offering Document;
- (x) prepare and file all forms, documents, notices and certificates within prescribed time periods required by Securities Regulators in Canada in connection with the issuance and sale of the Offered Units by the Corporation, so as to permit and enable such securities to be lawfully distributed on an exempt basis in the Offering Jurisdictions in accordance with this Agreement, the Subscription Agreements and the Investor Questionnaires;
- (xi) not have taken any action nor will take any action that would cause the exemptions from the prospectus requirements afforded by the Securities Laws to be unavailable for offers and sales of the Offered Units pursuant to this Agreement or for the exercise of the Compensation Warrants;
- (xii) not, for a period of 90 days following the Closing Date without the prior written consent of the Agents, such consent not to be unreasonably withheld, conditioned or delayed, issue, agree to issue, or announce an intention to issue, any debt, Common Shares or any securities convertible into, or exchangeable or exercisable for, shares of the Corporation; except in connection with: (i) the Offering; (ii) the exchange, transfer, conversion or exercise rights of existing outstanding securities or existing commitments to issue securities, including, without limitation, pursuant to any equity incentive plan of the Corporation; (iii) the satisfaction of any other outstanding instruments or other contractual commitments as of the date of this Agreement and which has been disclosed to the Agents; or (iv) the payment, as full

or partial consideration, for a bona fide, arm's length acquisition by the Corporation;

- (xiii) contemporaneously with the completion of the Closing, the Corporation shall cause its officers and directors to execute lock-up agreements (the "**Lock-Up Agreements**") in favour of the Agents, in form and substance acceptable to the Agents;
- (xiv) if a material change occurs in respect of the Corporation from the date of the Offering Document and prior to the completion of the Offering, the Corporation shall cease the distribution until the Corporation (i) complies with NI 51-102 in connection with the material change; (ii) files an amendment to the Offering Document; and (iii) issues and files a news release that states that an amendment to the Offering Document addressing the material change has been filed; and
- (xv) from the date hereof until the Closing Date:
 - a. promptly notify the Agents (and, if requested by the Agents, confirm such notification in writing) of any material change or change in a material fact (in either case, whether actual, anticipated, contemplated or threatened, financial or otherwise) in the business, affairs, operations, assets, liabilities (contingent or otherwise), capital, ownership, control, management or prospects of the Corporation; and
 - b. promptly, and in any event, within any applicable time limitation period, comply with all applicable filings and other requirements under Canadian Securities Laws as a result of such change. During such period, the Corporation shall in good faith discuss with the Agents as promptly as possible any fact or change in circumstances (actual, anticipated, contemplated or threatened, financial or otherwise) which is of such a nature that there is reasonable doubt as to whether notice in writing need be given to the Agents pursuant to this Section 4(xv).

Section 5 Representations and Warranties of the Corporation.

The Corporation represents and warrants to the Agents and the Purchasers, and acknowledges that each of them is relying upon such representations and warranties in connection with the purchase of the Offered Units, that:

- (a) *Good Standing of the Corporation and the Subsidiary.* (i) Each of the Corporation and the Subsidiary is a corporation existing under the BCBCA or the YBCA, as applicable, and is and will at the Closing Time be current and up-to-date with all material filings required to be made and in good standing under the BCBCA or the YBCA, as applicable, (ii) each of the Corporation and the Subsidiary has all requisite corporate power and capacity to own, lease and operate its properties and assets, including its Business Assets, and to conduct its business as now carried on by it, and (iii) the Corporation has all requisite corporate power and authority to issue and sell the Offered Units and to execute, deliver and perform its obligations under this Agreement and the Transaction Documents.

- (b) *Subsidiary.* The Subsidiary is the Corporation's only subsidiary, whether direct or indirect, and the Corporation does not hold an investment in any Person which is currently material to the business and affairs of the Corporation.
- (c) *No Proceedings for Dissolution.* No act or proceeding has been taken by or against the Corporation or the Subsidiary in connection with its liquidation, winding-up or bankruptcy, or, to its knowledge, are pending.
- (d) *Share Capital of the Corporation.* The authorized and issued share capital of the Corporation consists of an unlimited number of Common Shares, of which 89,207,155 Common Shares are issued and outstanding as of the date hereof. As of the date hereof, the Corporation is not a party to any agreement, nor is the Corporation aware of any agreement, which in any manner currently affects the voting control of any securities of the Corporation.
- (e) *Common Shares are Listed.* The Common Shares are listed and posted for trading, or quoted, on the Exchange, with the Exchange being the main stock exchange for trading of the Common Shares, and the Corporation has not taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares on or from the Exchange.
- (f) *Stock Exchange Compliance.* The Corporation is, and will at the Closing Time be, in compliance in all material respects with the policies, rules and regulations of the Exchange existing on the date hereof.
- (g) *No Cease Trade Orders.* No order ceasing or suspending trading in the securities of the Corporation prohibiting the sale of the Offered Units by the Corporation has been issued by a Canadian Securities Regulator, and no proceedings for this purpose have been instituted, or are, to the Corporation's knowledge, pending, contemplated or threatened.
- (h) *Unit Shares, Warrant Shares and Compensation Warrant Shares Validly Issued.* The Unit Shares, the Warrant Shares and the Compensation Warrant Shares, at the Closing Time, shall be duly and validly authorized for issuance and sale pursuant to this Agreement and when issued and delivered by the Corporation pursuant to this Agreement, the Warrant Indenture and the Compensation Warrant Certificates, as applicable, against payment of the consideration therefor, will be validly issued as fully paid and non-assessable Common Shares and will not be issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation.
- (i) *Warrants and Compensation Warrants Validly Issued.* The Warrants and the Compensation Warrants have been duly authorized for issuance and sale, and when issued and delivered by the Corporation pursuant to this Agreement, the Warrant Indenture and the Compensation Warrant Certificates against payment of the consideration therefor, will be validly issued.
- (j) *Qualified Investments.* The Unit Shares and the Warrant Shares will be qualified investments under the *Income Tax Act* (Canada) and the regulations thereunder (the "**Tax Act**") for trusts governed by registered retirement savings plans, registered retirement income funds, registered education savings plans, deferred profit sharing plans, registered disability savings plans, first home savings accounts and tax free savings accounts.

- (k) *Registrar and Transfer Agent and Warrant Agent.* Endeavor Trust Corporation at its principal office in Vancouver, British Columbia has been duly appointed as registrar and transfer agent for the Common Shares and will be appointed as warrant agent under the Warrant Indenture at the Closing Time.
- (l) *Absence of Rights.* As of the date hereof, except as set out in Schedule “A” to this Agreement, no person has any existing right, agreement or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued shares of the Corporation or the Subsidiary or any other agreement or option, for the issue or allotment of any unissued shares of the Corporation or the Subsidiary or any other security convertible into or exchangeable for any such shares or to require the Corporation or the Subsidiary to purchase, redeem or otherwise acquire any of the issued and outstanding shares of the Corporation or the Subsidiary, and the Unit Shares and the Warrant Shares, upon issuance, will not be issued in violation of any pre-emptive rights or contractual rights to purchase securities issued by the Corporation or the Subsidiary and will not be subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation other than those set out in Schedule “A”.
- (m) *Corporate Actions.* The Corporation has taken, or will have taken prior to the Closing Time, all necessary corporate action, (i) to authorize the execution, delivery and performance of this Agreement, the Warrant Indenture, the Subscription Agreements and the Compensation Warrant Certificates, (ii) to authorize the execution and filing, as applicable, of the Transaction Documents, (iii) to allot and authorize the issuance of the Unit Shares, when issued and delivered by the Corporation pursuant to the terms hereof, and the Unit Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation; (iv) to create and issue the Warrants and to allot, authorize and reserve for issuance the Warrant Shares issuable upon exercise of the Warrants and, upon the due exercise of the Warrants, the Warrant Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation; and (v) to create and issue the Compensation Warrants and to allot, authorize and reserve for issuance the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants and, upon the due exercise of the Compensation Warrants, the Compensation Warrant Shares will be validly issued as fully paid and non-assessable shares in the capital of the Corporation and will not have been issued in violation of or subject to any pre-emptive rights or contractual rights to purchase securities issued by the Corporation.
- (n) *Valid and Binding Documents.* The Transaction Documents have been duly authorized, executed and delivered by the Corporation and each of the Transaction Documents constitutes a legal, valid and binding obligation of the Corporation, enforceable against the Corporation in accordance with its terms, provided that enforcement thereof may be limited by bankruptcy, insolvency, receivership and other similar laws affecting creditors’ rights generally, that specific performance and other equitable remedies may only be granted in the discretion of a court of competent jurisdiction, and that the provisions relating to indemnity, contribution and waiver of contribution may be unenforceable and that enforceability is, with respect to the Transaction Documents, subject to the provisions of the *Limitations Act, 2002* (British Columbia).

- (o) *No Consents, Approvals etc.* The execution and delivery of this Agreement, the Compensation Warrant Certificates, the Warrant Indenture and the Subscription Agreements, as applicable, and the fulfilment of the terms of such documents by the Corporation and the issuance, sale and delivery of the Offered Units and the Compensation Warrants to be issued and sold by the Corporation do not and will not require the consent, approval, authorization, registration or qualification of or with any Governmental Authority, stock exchange or other third party (including under the terms of any Material Agreement or material Debt Instrument), except: (i) those which have been obtained or those which may be required and shall be obtained prior to the Closing Time under the Canadian Securities Laws or the rules of the Exchange; and (ii) such customary post-closing notices or filings required to be submitted within the applicable time frame pursuant to Securities Laws, as may be required in connection with the Offering.
- (p) *Continuous Disclosure.* The Corporation is in compliance in all material respects with its timely and continuous disclosure obligations under Canadian Securities Laws and, without limiting the generality of the foregoing, there has been no material fact or material change relating to the Corporation since August 31, 2024 which has not been publicly disclosed and, except as may have been corrected by subsequent disclosure, the information and statements in the Public Disclosure Record were true and correct in all material respects as of the respective dates of such information and statements and at the time such documents were filed on SEDAR+ or its predecessor, SEDAR, do not contain any misrepresentations as of the date of such statements and no material facts have been omitted therefrom as of the date of such statements which would make such information materially misleading, and the Corporation has not filed any confidential material change reports which remain confidential as at the date hereof.
- (q) *Forward-Looking Information.* With respect to material forward-looking information (as that term is defined under Canadian Securities Laws) contained in the Public Disclosure Record, the Corporation had a reasonable basis for the material forward-looking information at the time disclosed.
- (r) *Financial Statements.* The Financial Statements:
 - (i) present fairly, in all material respects, the financial position of the Corporation on a consolidated basis for the periods specified in such Financial Statements;
 - (ii) have been prepared in accordance with IFRS, applied on a consistent basis throughout the periods involved; and
 - (iii) do not contain any misrepresentations, with respect to the periods covered by the Financial Statements.
- (s) *Off-Balance Sheet Transactions.* There are no material off-balance sheet transactions, arrangements, obligations or liabilities of the Corporation or the Subsidiary whether direct, indirect, absolute, contingent or otherwise.
- (t) *Accounting Policies.* There has been no change in accounting policies or practices of the Corporation since August 31, 2024.
- (u) *Liabilities.* Neither Corporation nor the Subsidiary have any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which

are not disclosed or referred to in the Financial Statements, other than liabilities, obligations, or indebtedness or commitments incurred in the normal course of business which would not, individually or in the aggregate, have a Material Adverse Effect.

- (v) *Independent Auditors.* To the knowledge of the Corporation, the Corporation's current auditors are independent with respect to the Corporation within the meaning of the rules of professional conduct applicable to auditors in Canada and there has never been a "reportable event" (within the meaning of NI 51-102) with the current or, to the knowledge of the Corporation, any predecessor auditors of the Corporation during the last three years.
- (w) *Accounting Controls.* The Corporation maintains, and will maintain, a system of internal accounting controls sufficient to provide reasonable assurance that (i) transactions are executed in accordance with management's general or specific authorizations, (ii) transactions are recorded as necessary to permit preparation of financial statements in conformity with generally accepted accounting principles in Canada or IFRS, as applicable, and to maintain asset accountability, (iii) access to monies and investments is permitted only in accordance with management's general or specific authorization, and (iv) the recorded accountability for assets is compared with the existing assets at reasonable intervals and appropriate action is taken with respect to any differences.
- (x) *Purchases and Sales.* The Corporation has not approved, entered into any currently existing agreement in respect of, nor has any knowledge, as the case may be, of:
 - (i) the purchase of any Business Assets or any interest therein, or the sale, transfer or other disposition of any Business Assets or any interest therein currently owned, directly or indirectly, by the Corporation or the Subsidiary, whether by asset sale, transfer of shares or otherwise; or
 - (ii) a transaction which would result in the change of control (by sale or transfer of Common Shares or sale of all or substantially all of the assets of the Corporation or otherwise) of the Corporation or the Subsidiary.
- (y) *Title to Business Assets.* Each of the Corporation and the Subsidiary has good, valid and marketable title to and has all necessary rights in respect of all of its Business Assets as owned, leased, licensed, loaned, operated or used by it or over which it has rights, free and clear of Liens, except for Permitted Encumbrances, and no other rights or Business Assets are necessary for the conduct of the Business in materially the same manner as currently conducted. Neither the Corporation nor the Subsidiary knows of no claim or basis for any claim that would reasonably be likely to result in a Material Adverse Effect on the rights of the Corporation or the Subsidiary to use, transfer, lease, licence, operate, sell or otherwise exploit such Business Assets and neither the Corporation nor the Subsidiary have any obligation to pay any commission, licence fee or similar payment to any person in respect thereof and there are no outstanding rights of first refusal or other pre-emptive rights of purchase which entitle any person to acquire any of the rights, title or interests in such Business Assets.
- (z) *Mining Matters.*
 - (i) The Corporation and the Subsidiary, as applicable, possess all Authorizations issued by the appropriate Governmental Authority necessary to carry on its business in respect of the applicable Mining Concessions and Mining Properties,

and all such Authorizations are valid and subsisting and in good standing and there are no legal or governmental proceedings or inquiries by any Governmental Authority pending to which the Corporation or the Subsidiary is a party or to which the applicable Mining Concessions and Mining Properties are subject that would result in the revocation or modification of any Authorization.

- (ii) The Corporation and the Subsidiary, as applicable, have good registered and marketable title to the Mining Properties and, other than the Royalty, are free of all mortgages, liens, charges, pledges, security interests, encumbrances, claims or demands whatsoever, and property rights (including access rights) as are necessary for the conduct of the business of the Corporation and the Subsidiary as contemplated to be conducted on the Mining Properties.
- (iii) The Mining Properties are, as of the date hereof, free and clear of any hazardous or toxic material, pollution, or other adverse environmental conditions which may reasonably be expected to give rise to claims, actions, causes of action, damages, losses, liabilities, obligations, penalties, judgments, costs, disbursements or expenses of any kind or of any nature whatsoever against the Corporation or the Subsidiary arising out of, based on or resulting from: (i) the presence, release, threatened release, discharge or emission into the environment of any hazardous materials or substances existing or arising on, beneath or above the Mining Properties and/or emanating or migrating and/or threatening to emanate or migrate from the Mining Properties to off-site properties; (ii) physical disturbance of the environment; and (iii) the violation or alleged violation of all applicable Laws aimed at reclamation or restoration of the Mining Properties; abatement of pollution; protection of the environment, protection of wildlife, including endangered species; ensuring public safety from environmental hazards; protection of cultural and historic resources; management, storage or control of hazardous materials and substances; releases or threatened releases of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances as wastes into the environment, including ambient air, surface water and groundwater; and all other applicable laws relating to the manufacturing, processing, distribution, use, treatment, storage, disposal, handling or transport of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or wastes. All environmental approvals required with respect to activities carried out by the Corporation or the Subsidiary on any part of the lands covered by the Mining Properties have been obtained, are valid and in full force and effect and have been complied with and there are no proceedings commenced or threatened to revoke or amend any such environmental approvals.
- (iv) There are no material orders or directions from any Governmental Authority relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation, the Subsidiary or the Mining Properties, nor have the Corporation or the Subsidiary received notice of any of the same.
- (v) Neither the Corporation nor the Subsidiary have received notice of any environmental audits relating to the Mining Properties and there are no such environmental audits pending, nor is there a basis for such an audit, either threatened or pending.

- (vi) The Corporation or the Subsidiary, as applicable, hold either freehold title, mining leases, mining claims, mining and exploration licenses, property leases, or other conventional property, proprietary or contractual interests or rights, recognized in the properties comprising the Mining Properties and in the jurisdiction in which the Mining Properties are located (collectively, the “**Mining Rights**”). The deposits, ore bodies and minerals comprising the Mining Properties are held under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, including but not limited to the Material Agreements, sufficient to permit the Corporation or the Subsidiary to explore for minerals, free and clear of any liens, charges or encumbrances, and all property, leases, claims or licenses in which the Corporation or the Subsidiary has any interest or right have been validly located and recorded in material compliance with all applicable laws and are valid and subsisting, with only such exceptions as do not materially interfere with the current use made by the Corporation or the Subsidiary of the rights or interest so held; the Corporation or the Subsidiary, as applicable, has all the necessary surface rights, access rights and other necessary rights and interest relating to the Mining Properties granting the Corporation or the Subsidiary the right and ability to explore for minerals and metals for development purposes as are appropriate in view of their respective rights and interests therein, and each of the proprietary interests or rights and each of the documents, agreements and instruments and obligations relating thereto, including but not limited to those referred to above are currently in good standing in the name of the Corporation or the Subsidiary. The Mining Rights in respect of the Mining Properties, as disclosed in the Public Disclosure Record, constitute a complete description of all Mining Rights held by the Corporation and the Subsidiary in respect of the Mining Properties, and represent the only Mining Rights to which the proceeds of the Offering will be applied, as set forth in the Offering Document and the term sheet appended to the Subscription Agreements, and for greater certainty the three Mining Properties that the Corporation will launch an aggressive drilling campaign on with the net proceeds from the Offering are the AZ Claims, the Birch Claims and the Star River (Ketza) Claims. The Corporation does not hold any Mining Rights other than those set forth in the Offering Document, the Public Disclosure Record or the Yukon Opinion.
- (vii) With respect to the Mining Properties and the acquisition of the Subsidiary on May 30, 2024, the Corporation or the Subsidiary has conducted or caused to be conducted on its behalf by its legal, financial and other expert advisors a level of due diligence that is customary for transactions in the nature of a “fundamental change” acquisition pursuant to Exchange Policy 8 and the acquisition of an interest in each of the Mining Properties which is not less than a commercially reasonable standard.
- (viii) All the Mining Rights on the Mining Properties are in good standing and the Corporation or the Subsidiary, as applicable, have incurred the minimum exploration expenditures and payment obligations in respect thereof in order to keep such rights in good standing and there are no liens or encumbrances registered or outstanding against the interests therein or the rights related thereto, except as so registered in the applicable governmental registry.
- (ix) There are no claims with respect to aboriginal or indigenous rights, pending or threatened, with respect to the Mining Properties.

- (x) To the knowledge of the Corporation, all past exploration activities on the Mining Properties have been conducted in all material respects in accordance with good mining exploration and engineering practices and all applicable material workers' compensation and health and safety and workplace laws, regulations and policies have been complied with.
- (xi) The Corporation, the Subsidiary or, to the knowledge of the Corporation, any predecessor, made available all information requested by the author of the Expo Technical Report to them, prior to the issuance of such report, for the purpose of preparing such report, which information did not contain any material misrepresentation at the time such information was so provided. The Expo Technical Report follows, in all material respects, Form NI 43-101F1;
- (xii) The Corporation complies in all material respects with NI 43-101 in connection with the disclosure of scientific or technical information made by the Corporation concerning each Mining Property, including:
 - a. all disclosure of scientific or technical information made by the Corporation was either (A) based upon information prepared by or under the supervision of a "qualified person" (within the meaning of that term in NI 43-101); or (B) approved by a qualified person;
 - b. all disclosure of scientific or technical information made by the Corporation included the name and relationship to the Corporation of the qualified person who prepared or supervised the preparation of the information that formed the basis for the disclosure or approved the disclosure;
 - c. where required by NI 43-101, the disclosure included a statement that a qualified person verified the data disclosed, including sampling, analytical, and test data underlying the information or opinions contained in the disclosure; and
 - d. the qualified person used by the Corporation met the definition of "qualified person" in NI 43-101.
- (xiii) The Corporation has duly filed with the applicable regulatory authorities in compliance in all material respects with Securities Laws all reports required by NI 43-101, including the Expo Technical Report, and all such reports were prepared in accordance with the requirements of NI 43-101 and there has been no change to the information set out in each such report, including the Expo Technical Report, of which the Corporation is aware that would disaffirm any aspect of such report in a materially adverse manner and no event or change has occurred that would require the Corporation to file any further, updated technical reports pursuant to NI 43-101.
- (xiv) Other than related to the Expo Property, the Corporation has no other mineral property material to the Corporation at this time, nor has it made any disclosure regarding the Mining Properties that would trigger an obligation to file a technical report under NI 43-101. Without limiting the generality of the foregoing, the

Corporation confirms that, other than the Expo Property: (i) it is not treating the Mining Properties as material for the purposes of NI 43-101; and (ii) there is no current obligation under NI 43-101 or otherwise to file a technical report in respect of any of the Mining Properties.

- (aa) *Leased Premises.* With respect to each premises of the Corporation or the Subsidiary which are material to the Corporation and the Subsidiary, taken as a whole, and which the Corporation or the Subsidiary occupies as tenant (collectively, the “**Leased Premises**”), each of the Corporation or the Subsidiary, occupies the Leased Premises and have the exclusive right to occupy and use the Leased Premises and each of the leases pursuant to which the Corporation or the Subsidiary occupies the Leased Premises is in good standing and in full force and effect.
- (bb) *Real Property.* Neither the Corporation nor the Subsidiary own any real property, other than the Venus Crown Grants.
- (cc) *Compliance with Laws.* Each of the Corporation and the Subsidiary has conducted and is conducting its business in compliance, in all material respects, with all Applicable Laws, rules and regulations of each jurisdiction in which it carries on business, and neither the Corporation nor the Subsidiary has received any notice of any alleged violation of any such laws, rules and regulations that, to the Corporation’s knowledge and belief, would constitute a Material Adverse Effect. To the Corporation’s knowledge and belief, the Corporation is not aware of any legislation or proposed legislation, where the Corporation or the Subsidiary are operating, which it anticipates will have a Material Adverse Effect.
- (dd) *Licences.* Each of the Corporation and the Subsidiary possesses such permits, licences, approvals, consents and other authorizations issued by Governmental Authorities (collectively, “**Governmental Licences**”) necessary to conduct the business now operated by each of them and all such Governmental Licences are valid and existing and in good standing; each of the Corporation and the Subsidiary is in compliance, in all material respects, with the terms and conditions of all such Governmental Licences.
- (ee) *Environmental Compliance.* (i) Neither the Corporation nor the Subsidiary is in material violation of any applicable federal, state, provincial, municipal or local laws, regulations, orders, government decrees or ordinances with respect to environmental, health or safety matters (collectively, “**Environmental Laws**”), including without limitation laws relating to the processing, use, treatment, storage, disposal, discharge, transport or handling of any pollutants, contaminants, chemicals or industrial, toxic or hazardous wastes or substance (“**Hazardous Substances**”); (ii) each of the Corporation and the Subsidiary has obtained all material licenses, permits, approvals, consents, certificates, registrations and other authorizations under all applicable Environmental Laws (the “**Environmental Permits**”) necessary as at the date hereof for the operation of the Business and each Environmental Permit is to the knowledge of the Corporation valid, subsisting and in material good standing and to the knowledge of the Corporation neither of the Corporation nor the Subsidiary is in default or breach of any Environmental Permit which would have a Material Adverse Effect, and no proceeding is pending or, to the knowledge of the Corporation, threatened, to revoke or limit any Environmental Permit; (iii) neither the Corporation nor the Subsidiary has used any property or facility of the Corporation or the Subsidiary (except in compliance with all Environmental Laws and Environmental Permits, and other than as may be incidental to any property or facility which it owns or leases or previously owned or leased) to generate, manufacture, process, distribute, use,

treat, store, dispose of, transport or handle any Hazardous Substance in a manner that could, individually or in the aggregate, reasonably be expected to result in a Material Adverse Effect; (iv) neither the Corporation nor the Subsidiary has received any notice of, or been prosecuted for an offence alleging, non-compliance with any Environmental Law that would have a Material Adverse Effect; (v) there are no orders or directions relating to environmental matters requiring any material work, repairs, construction or capital expenditures to be made with respect to any of the assets of the Corporation or the Subsidiary, nor has the Corporation or the Subsidiary received notice of any of the same; (vi) neither the Corporation nor the Subsidiary has received any notice wherein it is alleged or stated that the Corporation or the Subsidiary is potentially responsible for a federal, provincial, territorial, state, municipal or local clean-up site or corrective action under any Environmental Laws; and (vii) neither the Corporation nor the Subsidiary has received any request for information in connection with any federal, provincial, territorial, state, municipal or local inquiries as to disposal sites.

(ff) *Business Relationships.* All Material Agreements with third parties in connection with the Business have been entered into and are being performed by the Corporation, the Subsidiary and, to the knowledge of the Corporation, by all other third parties thereto, in compliance with their terms in all material respects. There exists no actual or, to the knowledge of the Corporation, threatened termination, cancellation or limitation of, or any material adverse modification or material change in, the business relationship of the Corporation or the Subsidiary, with any material supplier or customer, or any group of suppliers or customers whose business with or whose purchases or inventories/components provided to the business of the Corporation or the Subsidiary are individually or in the aggregate material to the assets, business, properties, operations or financial condition of the Corporation. All such business relationships are intact and mutually cooperative in all material respects, and there exists no condition or state of fact or circumstances that would prevent the Corporation or the Subsidiary from conducting such business with any such third parties in the same manner in all material respects as currently conducted or proposed to be conducted.

(gg) *Intellectual Property.*

(i) Each of the Corporation and the Subsidiary owns or has the right to use all of the Intellectual Property that is material to the Corporation or the Subsidiary and is owned or used by its business as of the date hereof. Neither the Corporation nor the Subsidiary has any pending action or proceedings nor any threatened action or proceedings, against any person with respect to the use of such Intellectual Property and there are no circumstances which cast doubt on the validity or enforceability of such Intellectual Property owned or used by the Corporation or the Subsidiary. The conduct of the business of the Corporation or the Subsidiary does not, to the knowledge of the Corporation, infringe upon the Intellectual Property rights of any other person. Neither the Corporation nor the Subsidiary has any pending action or proceeding, nor, to the knowledge of the Corporation, is there any threatened action or proceeding against them with respect to the Corporation or the Subsidiary's use of such Intellectual Property;

(ii) To the Corporation's knowledge, there is no Intellectual Property, other than the Intellectual Property which the Corporation or the Subsidiary owns and licenses, that is required to permit the Corporation or the Subsidiary to substantially carry on its present business, and the Corporation has no knowledge of any Intellectual

Property owned by another person that is required to permit the Corporation or the Subsidiary to substantially carry on its business and to which the Corporation or the Subsidiary knows it cannot obtain a license;

- (hh) *Systems.* In respect of both the material hardware equipment and material software components of the information management and computer systems (collectively, the “**Systems**”) of the Corporation or the Subsidiary: (i) the Systems have been maintained and supported in accordance with commercially reasonable industry practices; (ii) where determined necessary by the Corporation, acting reasonably, there is a commercially reasonable disaster recovery plan in place in respect of such Systems; (iii) commercially reasonable controls are in place to control access and security to such Systems and there are appropriate firewalls and virus protection programs in place; and (vi) all software being used is supported by valid licences and all licences in respect of such software are in good standing in all material respects and, to the knowledge of the Corporation, not in default in any respect.
- (ii) *Insurance.* Each of the Corporation and the Subsidiary maintain insurance by insurers of recognized financial responsibility, against such losses, risks and damages to their Business Assets in such amounts that are customary for the business in which they are engaged and on a basis consistent with reasonably prudent persons in comparable businesses, and all of the policies in respect of such insurance coverage, fidelity or surety bonds insuring each of the Corporation and the Subsidiary, and its respective directors, officers and employees, and the Business Assets, are in good standing and in full force and effect in all respects, and not in default. Each of the Corporation and the Subsidiary is in compliance with the terms of such policies and instruments in all material respects and there are no claims by the Corporation or the Subsidiary under any such policy or instrument as to which any insurance company is denying liability or defending under a reservation of rights clause; the Corporation has no reason to believe that it will not be able to renew such existing insurance coverage as and when such coverage expires or to obtain similar coverage from similar insurers as may be necessary to continue the Business at a cost that would not have a Material Adverse Effect, and the Corporation has not failed to promptly give any notice of any claim thereunder.
- (jj) *Material Agreements and Debt Instruments.* Each Material Agreement and material Debt Instrument is valid, subsisting, in good standing and in full force and effect, enforceable in accordance with the terms thereof. Each of the Corporation and the Subsidiary has, in all material respects, performed all obligations in a timely manner under, and is in compliance, in all material respects, with all terms and conditions (including any financial covenants) contained in each Material Agreement and Debt Instrument. Neither the Corporation nor the Subsidiary is in material breach, violation or default nor has it received any notification from any party claiming that the Corporation or the Subsidiary is in material breach, violation or default under any Material Agreement or material Debt Instrument and no other party, to the knowledge of the Corporation, is in material breach, violation or default of any term under any Material Agreement or material Debt Instrument.
- (kk) *No Material Changes.* Since August 31, 2024 (a) there has been no material change in the assets, liabilities, obligations (absolute, accrued, contingent or otherwise) business, condition (financial or otherwise), properties, capital or results of operations of the Corporation or the Subsidiary, and (b) there have been no transactions entered into by the Corporation or the Subsidiary, other than those in the ordinary course of business, which are material with respect to the Corporation or the Subsidiary.

- (ll) *Absence of Proceedings.* There is no action, suit, proceeding, inquiry or investigation before or brought by any Governmental Authority, domestic or foreign, now pending or, to the knowledge of the Corporation, threatened against or affecting the Corporation or the Subsidiary or the Business Assets which would have a Material Adverse Effect, or would materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Corporation of its obligations hereunder. The aggregate of all pending legal or governmental proceedings to which the Corporation or the Subsidiary is a party or of which any of their respective property or assets is subject would not reasonably be expected to result in a Material Adverse Effect.
- (mm) *Absence of Defaults and Conflicts.* The Corporation is not in material violation, default or breach of, and the execution, delivery and performance of this Agreement, the Transaction Documents and the consummation of the transactions and compliance by the Corporation with its obligations hereunder and thereunder, each of the sale, issue and delivery (as applicable) of the Offered Units and the Compensation Warrants in accordance with their respective terms does not and will not, whether with or without the giving of notice or passage of time or both, result in a material violation, default or breach of, or conflict with, or result in a Repayment Event or the creation or imposition of any Lien (other than a Permitted Lien) upon any property or assets of the Corporation or the Subsidiary, including the Business Assets under the terms or provisions of (i) any Material Agreements or material Debt Instruments, (ii) the notice of articles, articles or resolutions of the directors or shareholders of the Corporation or the Subsidiary which are in effect as at the date hereof, (iii) any existing Applicable Laws, or (iv) any judgment, order, writ or decree of any government, government instrumentality or court, domestic or foreign, having jurisdiction over the Corporation or the Subsidiary or any of their assets, properties or operations.
- (nn) *Employment.* (i) Each of the Corporation and the Subsidiary is in compliance, in all material respects, with the provisions of all applicable federal, provincial, local and foreign laws and regulations respecting employment and employment practices, terms and conditions of employment and wages and hours, and (ii) no union has been accredited or otherwise designated to represent any employees of the Corporation or the Subsidiary, and, to the knowledge of the Corporation, no accreditation request or other representation question is pending with respect to the employees of the Corporation or the Subsidiary and no collective agreement or collective bargaining agreement or modification thereof has expired or is in effect in any of the Corporation or Subsidiary facilities and none is currently being negotiated by the Corporation or the Subsidiary.
- (oo) *Labour Matters.* No material work stoppage, strike, lock-out, labour disruption, dispute grievance, arbitration, proceeding or other conflict with the employees of the Corporation or the Subsidiary currently exists or, to the knowledge of the Corporation, is threatened, imminent or pending. Neither the Corporation nor the Subsidiary is a party to any collective bargaining agreements with unionized employees.
- (pp) *Employment Standards.* There are no material complaints against the Corporation or the Subsidiary before any employment standards branch or tribunal or human rights tribunal, nor to the knowledge of the Corporation any complaints or any occurrence which would reasonably be expected to lead to a complaint under any human rights legislation or employment standards legislation that would be material to the Corporation or the Subsidiary. There are no outstanding decisions or settlements or pending settlements under applicable employment standards legislation, which place any material obligation upon the

Corporation or the Subsidiary to do or refrain from doing any act. Each of the Corporation and the Subsidiary are currently in compliance with all workers' compensation, occupational health and safety and similar legislation, including payment in full of all amounts owing thereunder except for any non-compliance which would not result in a Material Adverse Effect, and there are no pending claims or outstanding orders of a material nature against either of them under applicable workers' compensation legislation, occupational health and safety or similar legislation nor has any event occurred which to the knowledge of the Corporation may give rise to any such material claim.

- (qq) *Employee Plans.* 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 (the “**Employee Plans**”) has been maintained in all material respects with its terms and with the requirements prescribed by any and all statutes, orders, rules and regulations that are applicable to such Employee Plans.
- (rr) *Taxes.* All tax returns, reports, elections, remittances and payments of the required by Applicable Law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be) and are true, complete and correct in all respects except where the failure to make such return, report, election, remittance or payment would not constitute a Material Adverse Effect on the Corporation or the Subsidiary taken as a whole. All taxes of the Corporation and the Subsidiary have been paid or accrued in the Financial Statements, except as any extension may have been requested or granted and in any case in which the failure to pay or accrue such taxes would not result in a Material Adverse Effect. To the knowledge of the Corporation, there are no examinations of any tax return of the Corporation or the Subsidiary currently in progress and there are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Corporation or the Subsidiary.
- (ss) *Litigation.* There is no litigation or governmental or other proceeding or, to the Corporation's knowledge, investigation, at law or in equity before any Governmental Authority, domestic or foreign, in progress, pending or, to the Corporation's knowledge, threatened (and the Corporation does not know of any basis therefor) against, or involving the assets, properties or business of, the Corporation or the Subsidiary, nor are there any matters under discussion with any Governmental Authority relating to governmental charges, orders or assessments asserted by any such authority and to the Corporation's knowledge there are no facts or circumstances which would reasonably be expected to form the basis for any such litigation, governmental or other proceeding or investigation, governmental charges, orders or assessments that will have Material Adverse Effect.
- (tt) *Privacy.* Each of the Corporation and the Subsidiary's use or handling of Personal Identifiable Information does not violate any Applicable Law in Canada, including without limitation, (i) any laws relating to the collection and/or protection of Personally Identifiable Information (including without limitation the *Personal Information Protection and Electronic Documents Act*), and (ii) binding guidance issued by a Governmental Authority in Canada that pertains to the Applicable Laws outlined in clause (i) (collectively “**Data Protection Laws and Standards**”) in a manner that would have a Material Adverse Effect. The Corporation and the Subsidiary have provided adequate notice and obtained any necessary consents required for the collection, processing, recording, organization, storage,

use, disclosure and dissemination of Personally Identifiable Information under and in compliance with Data Protection Laws and Standards except for any non-compliance which would not result in a Material Adverse Effect. Neither the Corporation nor the Subsidiary has received any written notice from a Governmental Authority in Canada that the Corporation or the Subsidiary is or may be in violation of any Data Protection Laws and Standards. Neither the Corporation nor the Subsidiary has disclosed any Business Data in material breach of any Material Agreement. Each of the Corporation and the Subsidiary has implemented commercially reasonable technical, physical and organizational measures and taken commercially reasonable steps designed to secure their websites and Personally Identifiable Information from unauthorized access or unauthorized use by any person in accordance with Data Protection Laws and Standards. To the knowledge of the Corporation, there has been no unauthorized or illegal access, use or disclosure of any Personally Identifiable Information.

- (uu) *Anti-Bribery Laws.* Neither the Corporation nor the Subsidiary, nor to the knowledge of the Corporation, any director, officer or employee of the foregoing, has (i) violated any anti-bribery or anti-corruption laws applicable to the Corporation or the Subsidiary, including *Canada's Corruption of Foreign Public Officials Act*, or (ii) violated any other anti-bribery and anti-corruption laws applicable to the Corporation or the Subsidiary. Each of the Corporation and the Subsidiary has not, nor to the knowledge of the Corporation, any director, officer, employee, consultant, representative or agent of foregoing, has (i) conducted or initiated any review, audit, or internal investigation that concluded the Corporation or the Subsidiary, or any director, officer, employee, consultant, representative or agent of the foregoing violated such laws, or (ii) made a voluntary, directed, or involuntary disclosure to any Governmental Authority responsible for enforcing anti-bribery or anti-corruption laws, in each case with respect to any alleged act or omission arising under or relating to non-compliance with any such laws, or received any notice, request, or citation from any person alleging non-compliance with any such laws.
- (vv) *No Significant Acquisitions.* The Corporation has not made any significant acquisition as such term is defined in Part 8 of NI 51-102 in the current financial year or prior financial years and for which a business acquisition report has not been filed under NI 51-102, the Corporation has not entered into any agreement or arrangement in respect of a transaction that would be a significant acquisition for the purposes of Part 8 of NI 51-102, and there are no proposed acquisitions by the Corporation that have progressed to the state where a reasonable person would believe that the likelihood of the Corporation completing such acquisition is high and would be a significant acquisition for the purposes of Part 8 of NI 51-102 if completed as of the date of the Offering Document.
- (ww) *No Loans.* Neither the Corporation nor the Subsidiary have any outstanding material loans to or have any outstanding guarantees of any material obligations of any person.
- (xx) *Directors and Officers.* None of the directors or officers of the Corporation are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange.
- (yy) *Audit Committee.* The responsibilities and composition of the Corporation's audit committee comply with National Instrument 52-110 – *Audit Committees*.

- (zz) *Minute Books and Records.* The minute books and records of the Corporation and the Subsidiary made available to counsel for the Agents in connection with its due diligence investigation of the Corporation and the Subsidiary for the periods requested to the date hereof are all of the minute books and material records of the Corporation and the Subsidiary 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 and the Subsidiary, as the case may be, to the date of review of such 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 or the Subsidiary to the date hereof not reflected in such minute books and other records.
- (aaa) *No Dividends.* During the previous 12 months, the Corporation has not, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of the Common Shares or other securities or agreed to do any of the foregoing. There are no restrictions upon or impediment to, the declaration or payment of dividends by the directors of the Corporation or the payment of dividends by the Corporation in the constating documents or in any Material Agreements or Debt Instruments.
- (bbb) *Fees and Commissions.* Other than the Agents (and any Selling Firms) pursuant to this Agreement, there is no other person acting at the request of the Corporation, or to the knowledge of the Corporation, purporting to act who is entitled to any brokerage, agency or other fiscal advisory or similar fee in connection with the Offering or transactions contemplated herein.
- (ccc) *Related Parties.* To the knowledge of the Corporation, none of the directors, officers or employees of the Corporation, any known holder of 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 known associate or affiliate of any of the foregoing persons or companies (as such terms are defined in the Securities Act), has had any material interest, direct or indirect, in any material transaction within the previous two years or any proposed material transaction which, as the case may be, materially affected or is reasonably expected to materially affect the Corporation. The Corporation does not have any material loans or other indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at “arm’s length” (within the meaning of the Tax Act) with them.
- (ddd) *Sales by Insiders.* To the knowledge of the Corporation, no insider of the Corporation has a present intention to sell any securities of the Corporation held by it. To the knowledge of the Corporation, as of the date hereof, all insider SEDI filings are up to date.
- (eee) *Anti-Money Laundering.* The operations of the Corporation and the Subsidiary (or, to the knowledge of the Corporation, any related party thereof) are and have been conducted at all times in compliance with the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act*, all applicable financial recordkeeping and reporting requirements, the applicable anti-money laundering statutes of jurisdictions where the Corporation or the Subsidiary (or any related party thereof) conduct business, the rules and regulations thereunder and any related or similar rules or regulations, issued, administered or enforced by any governmental agency applicable to the Corporation or the Subsidiary (or any related

party thereof) (collectively, the “**Anti-Money Laundering Laws**”), and no action, suit or proceeding by or before any court or governmental agency, authority or body or any arbitrator involving the Corporation or the Subsidiary (or, to the knowledge of the Corporation, any related party thereof) with respect to the Anti-Money Laundering Laws is pending or, to the knowledge of the Corporation, threatened.

(fff) *Violation of U.S. federal or state laws.* The Corporation and the Subsidiary (or, to the knowledge of the Corporation, any related party thereof) have not engaged in, or will not engage in, (i) any direct or indirect dealings or transactions in violation of U.S. federal or state laws, including, without limitation, the *Controlled Substances Act*, the *Racketeering Influenced and Corrupt Practices Act*, the *Travel Act*, the *Bank Secrecy Act*, or any anti-money laundering statute, or (ii) any “aiding and abetting” in any violation of U.S. federal or state laws. No action, suit or proceeding by or before any U.S. court or governmental agency, authority or body or any arbitrator involving the Corporation or the Subsidiary (or, to the knowledge of the Corporation, any related party thereof) with respect to U.S. federal or state laws is pending or, to the knowledge of the Corporation, threatened.

(ggg) *Listed Issuer Financing Exemption.*

The Corporation is eligible to offer for sale and issue the Unit Shares and the Warrants comprising the LIFE Units in accordance with the Listed Issuer Financing Exemption and, for greater certainty, satisfies each of the conditions and will comply with each of the requirements set out in Part 5A of NI 45-106, including:

- (i) the Corporation is a “reporting issuer” in British Columbia, Alberta and Ontario, is not currently in default of any requirement of Canadian Securities Laws of such jurisdictions, is not included on a list of defaulting reporting issuers maintained by the Securities Regulators in each of the provinces of Canada in which it is a “reporting issuer”, has been a reporting issuer in at least one jurisdiction of Canada for the 12 months immediately before the date the Offering Release and the Offering Document were filed, and no material change relating to the Corporation has occurred with respect to which the requisite material change report has not been filed under any applicable Securities Laws in such provinces, and no such disclosure has been made on a confidential basis;
- (ii) during the 12 months prior to the date of this Agreement, the Corporation has raised no funds whatsoever using the Listed Issuer Financing Exemption and is not otherwise raising funds under the Listed Issuer Financing Exemption other than in connection with the LIFE Offering;
- (iii) the Common Shares are Listed Equity Securities and the Warrants are a warrant convertible into a Listed Equity Security;
- (iv) the Corporation is not, and during the 12 months immediately before the date the Corporation filed the Offering Release the Corporation or any person or company with whom the Corporation completed a restructuring transaction was not, either of the following: (a) an issuer whose operations have ceased; or (b) an issuer whose principal asset is or was cash, cash equivalents, or its exchange listing, including, for greater certainty, a capital pool company, a special purpose acquisition company, a growth acquisition corporation or any similar person or company;

- (v) the Corporation is not an investment fund as defined under applicable Securities Laws;
- (vi) the Corporation has filed all periodic and timely disclosure documents that it is required to have filed under each of the following:
 - a. applicable securities legislation;
 - b. an order issued by a regulator or securities regulatory authority; and
 - c. an undertaking to a regulator or securities regulatory authority;
- (vii) the Corporation does not intend to allocate the available funds disclosed in the Offering Document to effect: (i) an acquisition that is a significant acquisition under Part 8 of NI 51-102; (ii) a restructuring transaction as such term is defined in NI 51-102; or (iii) any other transaction that requires approval of any security holder under the corporate law of the jurisdiction in which the Corporation is incorporated or continued, any requirement of the exchange on which the Corporation's Listed Equity Securities are listed for trading, or the Corporation's constating documents;
- (viii) on the date of the issuance of the Offering Release, the total dollar amount of the LIFE Offering, combined with the dollar amount of all other distributions made by the Corporation under the Listed Issuer Financing Exemption during the 12 months immediately before the date of the Offering Release, will not, assuming completion of the LIFE Offering, exceed the greater of the following: (i) \$5,000,000; and (ii) 10% of the aggregate market value of the Corporation's listed securities, on the date of the Offering Release, to a maximum of \$10,000,000;
- (ix) the LIFE Offering, combined with all other distributions made by the Corporation under the Listed Issuer Financing Exemption during the 12 months immediately before the date of the Offering Release, will not result in an increase of more than 50% of the Corporation's outstanding Listed Equity Securities, as of the date that is 12 months before the date of the Offering Release;
- (x) as at the Closing Date, the Corporation reasonably expects that the Corporation will have available funds to meet its business objectives and liquidity requirements for a period of 12 months following the Closing Date;
- (xi) before soliciting an offer to purchase any LIFE Units, the Corporation has
 - a. issued and filed the Offering Release which:
 - i. announced the Offering, and
 - ii. included the following statement: "There is an offering document related to this offering that can be accessed under the issuer's profile at www.sedarplus.ca and at <https://yukonmetals.com/>. Prospective investors should read this offering document before making an investment decision.";

- b. filed the Offering Document; and
- c. posted the Offering Document on its website;
- (xii) the Offering Document was filed in the manner required under applicable securities laws before soliciting an offer to purchase LIFE Units and no later than three business days after the date of the Offering Document;
- (xiii) the Offering Document, together with any document filed under securities legislation in a jurisdiction of Canada on or after the earlier of the date that is 12 months before the date of the Offering Document and the date the Corporation's most recent audited annual financial statements were filed, contains disclosure of all material facts relating to the securities being distributed under the Listed Issuer Financing Exemption and does not contain a misrepresentation; and
- (xiv) there have been no material changes in respect of the Corporation during the during the period beginning March 27, 2025 and the date hereof, inclusive; and
- (xv) the Corporation has (a) taken reasonable steps to ensure that a prospective purchaser is aware of the means of accessing the Offering Document, and (b) include the statement referred to in subsection (ggg)(xi)(a)(ii) above in any initial written communication with a prospective purchaser.

Section 6 Representations, Warranties and Covenants of the Agents

- (1) Each of the Agents hereby represents and warrants to the Corporation the following (acknowledging that the Corporation is relying upon such representations and warranties in acting hereunder):
 - (a) it is duly incorporated, continued, amalgamated or formed, as applicable, and in good standing under the laws of the jurisdiction in which it is existing;
 - (b) it is appropriately and duly registered under applicable Securities Laws so as to permit it to lawfully fulfill its obligations hereunder and it is qualified or registered, or exempt from the requirement to be qualified or registered, to solicit subscriptions for Offered Units in each of the Offering Jurisdictions in which it solicits or procures subscriptions for the Offered Units;
 - (c) in respect of the offer and sale of the Offered Units to Purchasers, it will, and will require any Selling Firm and will cause the U.S. Affiliates to agree to, comply with applicable Canadian Securities Laws and the applicable securities laws of the Selling Jurisdictions outside of Canada in connection with the issuance and sale of the Offered Units;
 - (d) it has good and sufficient power, capacity, right and authority to enter into this Agreement and complete the transactions contemplated under this Agreement on the terms and conditions set forth herein;
 - (e) it and its affiliates and representatives did not engage in any solicitation prior to the filing of the Offering Document on SEDAR+ and have not engaged in or authorized, and will not engage in or authorize, any form of general solicitation or general advertising in connection with or in respect of the Offered Units in any newspaper, magazine, printed

media of general and regular paid circulation or any similar medium, or broadcast over radio or television or otherwise, or conducted any seminar or meeting concerning the offer or sale of the Offered Units whose attendees have been invited by any general solicitation or general advertising;

- (f) it has internal policies and/or procedures in place to verify investor status and has followed such policies and/or procedures;
 - (g) it has not and will not, in connection with the Offering, make any representation or warranty with respect to the Corporation or the Offered Units except pursuant to (i) the Subscription Agreements; (ii) the Investor Questionnaires; (iii) the Offering Document; (iv) the Offering Release; or (v) any disclosure otherwise authorized by the Corporation;
 - (h) it has conducted its activities in connection with the offer and sale of the Offered Units in compliance with all applicable Securities Laws and the provisions of this Agreement, and has only solicited offers to purchase Offered Units from Purchasers in such a manner that, pursuant to applicable Securities Laws, no prospectus, registration statement or similar document needed to be delivered or filed;
 - (i) it, or any Selling Firm appointed by it, is acquiring the Compensation Warrants as principal for its own account and not for the benefit of any other Person and is acquiring the Compensation Warrants for investment only and not with a view to resale or distribution of the Compensation Warrants and is an “accredited investor” as such term is defined in NI 45-106; and
 - (j) it acknowledges that the Compensation Warrants and the Compensation Warrant Shares issuable upon exercise of the Compensation Warrants (together, the “**Broker Securities**”) have not been and will not be registered under the U.S. Securities Act or the securities laws of any state of the United States. In connection with the issuance of the Broker Securities, the Agents represent, warrant and covenant that they are acquiring or will acquire the Broker Securities as principals for their own accounts, respectively, and not for the benefit of any other person. The Agents represent, warrant and covenant that (i) they are not in the United States or a U.S. Person and are not acquiring and will not acquire the Broker Securities on behalf of a U.S. Person or a person located in the United States; and (ii) this Agreement was executed and delivered outside the United States. The Agents acknowledge and agree that the Compensation Warrants may not be exercised in the United States or by or on behalf or for the benefit of a U.S. Person or a person in the United States, unless such exercise is not subject to, or is exempt from, registration under the U.S. Securities Act and applicable U.S. state securities laws. The Agents agree that they will not engage in any Directed Selling Efforts with respect to any Broker Securities, and will not offer or sell any Broker Securities in the United States except in compliance with an exemption from the registration requirements of the U.S. Securities Act and all applicable U.S. state securities laws.
- (2) Each of the Agents covenants and agrees with the Corporation as follows:
- (a) it will conduct (and will cause any Selling Firm to conduct) its activities in connection with the offer and sale of the Offered Units in compliance with all applicable Securities Laws and the provisions of this Agreement, and only solicit offers to purchase Offered Units from such persons listed in such manner that, pursuant to applicable Securities Laws, no prospectus, registration statement or similar document needs to be delivered or filed;

- (b) other than the Offering Document in respect of the LIFE Offering, it has not delivered and will not deliver to any prospective Purchaser any document or materials which constitutes or is deemed to be an offering memorandum under applicable Securities Laws;
- (c) other than the Offering Document and the term sheet appended to the Subscription Agreements, it will not make use of any green sheet or other internal marketing document without the written consent of the Corporation;
- (d) it will not solicit offers to purchase or sell the Offered Units so as to require registration thereof or the filing of a prospectus, offering memorandum (other than the Offering Document in respect of the LIFE Offering), registration statement or similar disclosure document with respect thereto in any jurisdiction or so as to create continuing obligations on the part of the Corporation under the laws of any jurisdiction outside of Canada or an obligation to establish or maintain any office or director or officer in such jurisdiction, and it will not solicit offers to purchase or sell the Offered Units in any jurisdiction outside of Canada where the solicitation or sale of the Offered Units would result in any statutory ongoing disclosure requirements in such jurisdiction or any registration requirements in such jurisdiction on the part of the Corporation except for the filing of a notice or report of the solicitation or sale;
- (e) it will not solicit offers to purchase or sell the Offered Units in any jurisdiction other than the Offering Jurisdictions;
- (f) it will obtain from each Purchaser an executed and duly completed Subscription Agreement or Investor Questionnaire, as applicable, in a form reasonably acceptable to the Corporation and to the Agents relating to the transaction herein contemplated, together with all documentation as may be necessary in connection with the distribution of the Offered Units;
- (g) any Selling Firm appointed by the Agents, if any, will be compensated by the Agents from its compensation hereunder and no additional compensation will be payable by the Corporation to any such Selling Firm;
- (h) with respect to the Hold Units pursuant to the AI Offering, it shall make such inquiries, obtain such information and collect and retain such documents necessary under applicable Securities Laws to establish the eligibility of each Purchaser to purchase Hold Units pursuant to the AI Offering in compliance with an exemption from the prospectus requirements of applicable Securities Laws. If the Corporation is required by a Securities Regulator to provide additional information with respect to the verification of the eligibility of one or more Purchaser as an “accredited investor” (as defined under NI 45-106 and section 73.3(1) of the *Securities Act* (Ontario) (the (“OSA”))), it shall, following the request of the Corporation, provide in a timely manner (i) to the Corporation such information as may be required in order to confirm the procedure of said Agent undertaken to verify the eligibility of a Purchaser as an “accredited investor” within the meaning of NI 45-106 and section 73.3(1) of the OSA and (ii) to the applicable Securities Regulator such information or documentation as may be required by such Securities Regulator in order to confirm the eligibility of a Purchaser as an “accredited investor” within the meaning of NI 45-106 and section 73.3(1) of the OSA;
- (i) prior to the completion of the transactions contemplated in this Agreement, collect, use and disclose Personally Identifiable Information disclosed by the Corporation under this

Agreement (“**Transferred Information**”) solely for the purpose of reviewing and completing the transactions contemplated in this Agreement; and

- (j) after the completion of the transactions contemplated in this Agreement, collect, use and disclose the Transferred Information only for those purposes for which the Transferred Information was initially collected from or in respect of the individual to which such Transferred Information relates or for the completion of the transactions contemplated in this Agreement.

Section 7 Conditions of Closing

The obligation of the Agents hereunder and each of the Purchaser’s obligation to purchase the Offered Units at the Closing Time shall be conditional upon the fulfilment at or before the Closing Time of the following conditions:

- (1) the Agents receiving a favourable legal opinion dated the Closing Date from Cassels Brock & Blackwell LLP, in form and substance satisfactory to the Agents, acting reasonably, together with corresponding opinions (where relevant) of local counsel to the Corporation in relation to the Applicable Laws of the Offering Jurisdictions in which the Offered Units are sold and on which Cassels Brock & Blackwell LLP is not qualified to express opinions with respect to securities law matters;
- (2) the Agents receiving a favourable legal opinion from Yukon counsel to the Corporation addressed to the Agents and the Purchasers (the “**Yukon Opinion**”), in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from counsel to the Subsidiary, which counsel in turn may rely, as to matters of fact, on certificates of auditors, public officials and officers of the Subsidiary, as appropriate, with respect to the following matters:
 - (a) the Subsidiary is a corporation existing under the laws of the jurisdiction in which it was incorporated, amalgamated or continued, as the case may be, and has all requisite corporate power to carry on its business as now conducted and to own, lease and operate its property and assets;
 - (b) as to the authorized and issued and outstanding capital of the Subsidiary;
 - (c) all of the issued and outstanding shares of the Subsidiary are registered directly in the name of the Corporation; and
 - (d) title and ownership interests of the Corporation and the Subsidiary in the Mining Properties;
- (3) if any Offered Units are sold in the United States or to, or for the account or benefit of, U.S. Persons, the Agents receiving at the Closing Time a favourable legal opinion addressed to the Agents, in form and substance satisfactory to the Agents, acting reasonably, dated as of the Closing Date, from Nauth LPC, special U.S. counsel to the Corporation, to the effect that registration of the Offered Units will not be required under the U.S. Securities Act in connection with the offer and sale of such Offered Units in the United States pursuant to this Agreement, including Schedule “B”, except that the opinion may state that it is understood that no opinion is expressed as to any subsequent resale of any of the Offered Units;

- (4) the Agents receiving a certificate dated the Closing Date and signed by a senior officer of the Corporation as may be acceptable to the Agents, acting reasonably, in form and substance satisfactory to the Agents, acting reasonably, with respect to:
 - (a) the constating documents of the Corporation;
 - (b) all resolutions of the directors of the Corporation relevant to the Transaction Documents, the Offering Document, the sale of the Offered Units and the authorization of the Transaction Documents, the Offering Document and the transactions contemplated herein and therein; and
 - (c) the incumbency and signatures of signing officers for the Corporation;
- (5) the Agents receiving certificates of status and/or compliance (or the equivalent), where issuable under Applicable Law, for the Corporation and the Subsidiary, dated within one Business Day prior to the Closing Date;
- (6) the Agents receiving a certificate dated the Closing Date and signed by the Chief Executive Officer or such other senior officer(s) of the Corporation as may be acceptable to the Agents, certifying for and on behalf of the Corporation and without personal liability, after having made due enquiries, that:
 - (a) the representations and warranties of the Corporation contained in this Agreement, and in any certificates of the Corporation delivered pursuant to or in connection with this Agreement, are true and correct in all respects as of the Closing Time, as if such representations and warranties were made as at the Closing Time, after giving effect to the transactions contemplated hereby, except for those representations and warranties that are stated to be true and correct as a specified date, in which case, they will be true and correct as of that date only;
 - (b) the Corporation has complied in all respects with all the covenants and satisfied in all respects all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Closing Time; and
 - (c) no order, ruling or determination having the effect of suspending the sale or ceasing the trading or prohibiting the sale of the Common Shares or any other securities of the Corporation has been issued by any Securities Regulator and is continuing in effect and no proceedings for that purpose have been instituted or are pending or, to the knowledge of such officers, contemplated or threatened by any Securities Regulator;
- (7) the Agents receiving fully executed Compensation Warrant Certificates in respect of all Compensation Warrants;
- (8) the Agents receiving a certificate from Endeavor Trust Corporation as to the number of Common Shares issued and outstanding as at the end of Business Day on the date prior to the Closing Date;
- (9) no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Corporation or prohibiting the sale of the Common Shares or any of the Corporation's issued securities being issued and no proceeding for such purpose being pending or, to the knowledge of the Corporation, threatened by any Canadian Securities Regulator or the Exchange;

- (10) the Corporation has not received objection or disapproval from the Exchange for the listing and posting for trading of the Unit Shares, the Warrant Shares and the Compensation Warrant Shares on the Exchange;
- (11) the Corporation materially complying with all of its covenants and obligations under this Agreement required to be satisfied at or prior to the Closing Time;
- (12) the Agents not having exercised any rights of termination set forth herein;
- (13) the Agents receiving executed Lock-Up Agreements; and
- (14) the Agents receiving such further reasonably requested certificates and other documentation from the Corporation contemplated herein, provided, however, that the Agents or its counsel shall request any such certificate or document within a reasonable time, and in any event not later than 48 hours, prior to the Closing Time in order to ensure that the Corporation has sufficient time to obtain and deliver such certificate or document.

Section 8 Closing

- (1) *Location of Closing.* The Offering will be completed electronically at the Closing Time, or as otherwise determined by the Agents and the Corporation.
- (2) *Securities and Deliveries.* At the Closing Time, subject to the terms and conditions contained in this Agreement, the Corporation shall deliver to the Agents:
 - (a) the opinions, certificates and agreements referred to in Section 7 and all other documents required to be provided by the Corporation to the Agents pursuant to this Agreement;
 - (b) other than in respect of Direct Settlers, the Unit Shares and the Warrants comprising each of the LIFE Units and the Hold Units by way of book-entry securities in accordance with the “non-certificated inventory” rules and procedures of CDS, and shall direct CDS to credit the Unit Shares and the Warrants comprising each of the LIFE Units and the Hold Units to the accounts of participants of CDS as designated by the Agents;

against
 - (c) payment to the Corporation of the aggregate Offering Price for the Offered Units sold to Purchasers who are not Direct Settlers (less the Commission and the expenses of the Agents payable by the Corporation as set out in this Agreement) by wire transfer; provided that, at the request of the Agents, the Corporation shall cause the transfer agent to deliver physical certificates or direct registration system (DRS) statements to such Purchasers as the Agents may direct; and
 - (d) all duly completed Subscription Agreements and Investor Questionnaires tendered by the Purchasers for the Offered Units being issued and sold and, where applicable, all completed forms, schedules and certificates contemplated by the Subscription Agreements or Investor Questionnaires.

Section 9 Indemnification and Contribution

- (1) The Corporation hereby agrees to indemnify and hold the Agents, and/or any of their affiliates and each of their respective directors, officers, employees, partners, agents and legal counsel (collectively, the “**Indemnified Parties**” and individually an “**Indemnified Party**”) harmless from and against any and all losses (other than loss of profits), claims, actions, suits, proceedings, damages, liabilities or expenses of whatever nature or kind, joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, and the reasonable fees, expenses and taxes of one counsel to the Indemnified Parties taken as a whole (collectively, the “**Losses**”) that are incurred in investigating or advising with respect to and/or defending or settling any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (collectively, the “**Claims**”) to which the Indemnified Parties may become subject or otherwise involved in any capacity insofar as such Claims relate to, are caused by, result from, arise out of or are based, directly or indirectly, upon the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement. This indemnity shall not apply to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses were solely caused by the gross negligence, wilful misconduct or fraud of the Indemnified Party.

- (2) If for any reason (other than a determination as to any of the events referred to above) the foregoing indemnity is unavailable to an Indemnified Party, or is insufficient to hold them harmless, then the Corporation shall contribute to the Losses paid or payable by such Indemnified Party as a result of such Claim in such proportion as is appropriate to reflect not only the relative benefits received by the Corporation or its shareholders on the one hand and the Indemnified Party on the other hand but also the relative fault of the Corporation and the Indemnified Party as well as any relevant equitable considerations, provided that the Corporation shall in any event contribute to the Losses paid or payable by the Indemnified Party as a result of such Claim, the amount (if any) equal to (i) such amount paid or payable, minus (ii) the amount of fees received by the Indemnifying Party, if any, under this Agreement. In the event that the Corporation may be entitled to contribution from the Indemnified Parties under the provisions of any statute or law, the Corporation shall be limited to contribution in any amount not exceeding the lesser of the portion of the Losses giving rise to such contribution for which the Agents are responsible and the amount of the Commission received by the Agents. However, no party shall be entitled to contribution under this subsection to the extent that a court of competent jurisdiction in a final judgment that has become non-appealable shall determine that such Losses for which contribution is being sought hereunder, were solely caused by the gross negligence, wilful misconduct or fraud of such party.

- (3) Promptly after receipt of notice of the commencement of any Claim against an Indemnified Party or after receipt of notice of the commencement of any investigation, which is based, directly or indirectly, upon any matter in respect of which indemnification may be sought from the Corporation hereunder, the Agents will notify the Corporation in writing of the commencement thereof and stating the particulars thereof and the Corporation will undertake the investigation and defence thereof on behalf of the Indemnified Parties, including the prompt employment of counsel of good standing, and the payment of all expenses, reasonably incurred. The omission to so notify the Corporation shall not relieve the Corporation of any liability which the Corporation may have to an Indemnified Party except only to the extent that any such delay in giving or failure to give notice as herein materially prejudices the defence of such Claim or results in any material increase in the liability under this indemnity which the Corporation would otherwise have incurred had the Agents not so delayed in giving, or failed to give, the notice required hereunder. The Corporation shall throughout the course thereof provide copies of all relevant documentation to the Indemnified Party

and will keep the Indemnified Party advised of all discussions and significant actions proposed in respect thereof.

- (4) Notwithstanding the foregoing paragraph, any Indemnified Party shall also have the right to employ separate counsel in any such Claim and participate in the defence thereof, and the fees and expenses of such counsel shall be borne by the Indemnified Party unless:
- (a) the employment of separate counsel has been authorized in writing by the Corporation;
 - (b) the Corporation has not assumed the defence of the Claim within a reasonable period of time after receiving notice of the Claim;
 - (c) the named parties to any such Claim include both the Corporation and the Indemnified Parties and the Indemnified Parties have been advised by their counsel that representation of both parties by the same counsel would be inappropriate due to an actual or a potential conflict of interest; or
 - (d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Corporation such that there may be a conflict of interest between the parties;

in which case such reasonable fees and expenses of such counsel to the Indemnified Parties shall be for the Corporation's account provided that such defence is conducted by counsel of good standing.

- (5) The Corporation agrees that if any Claim shall be brought or commenced against the Corporation and/or any Indemnified Party and the personnel of such Indemnified Party shall be required to testify in connection therewith or shall be required to participate or respond to procedures designed to discover information regarding, in connection with, or by reason of the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder, the Indemnified Party shall have the right to employ its own counsel in connection therewith, and the reasonable fees and expenses of such counsel as well as the reasonable costs (including an amount to reimburse the Indemnified Party monthly for time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses incurred by the personnel of the Indemnified Party in connection therewith) shall be paid by the Corporation as they occur. The Corporation also agrees that no Indemnified Party shall have any liability (whether direct or indirect, in contract or tort or otherwise) to the Corporation or any person asserting Claims on behalf of or in right of the Corporation for or in connection with the performance of professional services rendered to the Corporation by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement (whether performed before or after the Corporation's execution of this Agreement).
- (6) A party hereunder shall not, without the other party's prior written consent, such consent not to be unreasonably withheld, conditioned or delayed, settle, compromise, consent to the entry of any judgment, or make an admission of liability with respect to any Claims or seek to terminate any Claims in respect of which indemnification may be sought hereunder.
- (7) The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights an Indemnified Party may have at common law or otherwise.

- (8) The Corporation agrees to waive any right the Corporation may have of first requiring the Indemnified Party to proceed against or enforce any right, power, remedy, security or claim payment from any other person before claim under this indemnity.
- (9) The Corporation hereby acknowledges that the Agents are acting as trustee for each of the other Indemnified Parties of the Corporation's covenants under this indemnity and the Agents agree to accept such trust and to hold and enforce such covenants on behalf of such persons.
- (10) The indemnity and contribution obligations of the Corporation shall be in addition to any liability which the Corporation may otherwise have, shall extend upon the same terms and conditions to the Indemnified Parties who are not signatories hereto and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Corporation and the Indemnified Parties.

Section 10 Compensation of the Agents

At the Closing Time, the Corporation shall (i) pay to the Agents the Commission; and (ii) issue to the Agents (or the Selling Firm) such number of Compensation Warrants calculated in accordance with the opening paragraphs of this Agreement in consideration of the services rendered by the Agents in connection with the Offering. The Commission shall be netted out of the gross proceeds of the Offering.

Section 11 Expenses

Whether or not the purchase and sale of the Offered Units shall be completed, all expenses and fees in connection with the Offering shall be borne by the Corporation, including, without limitation, all expenses of or incidental to the creation, issue, sale or distribution of the Offered Units, the fees and expenses of the Corporation's legal counsel, all costs incurred in connection with the preparation of documentation relating to the Offering, and the reasonable documented out-of-pocket expenses incurred by the Agents in connection with the Offering, including the completion of reasonable due diligence related to the Corporation and its business, and the reasonable fees and disbursements (exclusive of applicable taxes) of the Agents' legal counsel and local counsel including U.S. counsel, if required. In addition, the Corporation agrees to pay to the Agents certain out-of-pocket and travel expenses in connection with due diligence and marketing meetings. The legal fees of the legal counsel retained by the Agents shall not exceed the maximum amount set forth in the Engagement Letter. The Agents' expenses will be netted out of the gross proceeds of the Offering.

Section 12 All Terms to be Conditions

The Corporation agrees that the conditions contained in this Agreement will be complied with insofar as the same relate to acts to be performed or caused to be performed by the Corporation and each of the Corporation and each of the Agents will use its commercially reasonable efforts to cause all such conditions to be complied with. It is understood that the Agents may waive, in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to the rights of the Agents in respect of any such terms and conditions or any other or subsequent breach or non-compliance, provided that to be binding on the Agents any such waiver or extension must be in writing.

Section 13 Termination by Agents in Certain Events

- (1) Each of the Agents shall also be entitled to terminate its obligation to purchase the Offered Units by written notice to that effect given to the Corporation at or prior to the Closing Time if:

- (a) *due diligence* – the due diligence investigations performed by the Agents or their representatives reveal any material information or fact, which, in the sole opinion of the Agents, is materially adverse to the Corporation or its business, or materially adversely affects the price or value of the Offered Units;
 - (b) *material adverse change* – there is a material change or a change in a material fact or new material fact shall arise or there should be discovered any previously undisclosed material fact required to be disclosed or any amendment thereto, in each case, that has or would be expected to have, in the reasonable opinion of the Agents, a significant adverse effect on the market price or the value of the securities of the Corporation;
 - (c) *disaster* – (i) there should develop, occur or come into effect or existence any event, action, state, condition (including without limitation, terrorism or accident) or major financial occurrence of national or international consequence or a new or change in any law or regulation which in the sole opinion of the Agents (or either of them), acting reasonably, seriously adversely affects or involves or may seriously adversely affect or involve the financial markets or the business, operations or affairs of the Corporation taken as a whole or the market price or value of the securities of the Corporation, (ii) any inquiry, action, suit, proceeding or investigation (whether formal or informal) is commenced, announced or threatened in relation to the Corporation or any one of the officers or directors of the Corporation (except for any inquiry, action, suit, proceeding, investigation or order based upon activities of the Agents and not upon activities of the Corporation) where wrongdoing is alleged or any order is made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including without limitation the Exchange or securities commission which involves a finding of wrongdoing which in the opinion of the Agents (or either of them), operates to prevent or materially restrict the distribution or trading of the Common Shares or any other securities of the Corporation, as the case may be, or, which in the reasonable opinion of the Agents (or either of them), materially and adversely affects or would be reasonably expected to materially and adversely affect the market price or value of the Common Shares, or (iii) any order, action or proceeding which ceases trades or otherwise operates to prevent or restrict the trading of the Common Shares or any other securities of the Corporation is made or threatened by a securities regulatory authority;
 - (d) *breach* – the Corporation is in breach of a material term, condition or covenant of this Agreement or any representation or warranty given by the Corporation in this Agreement becomes or is false in any material respect; or
 - (e) *market* – the state of the financial markets in Canada or elsewhere where it is planned to market the Offered Units is such that in the reasonable opinion of the Agents (or either of them), the Offered Units cannot be profitably marketed.
- (2) The rights of termination contained in Section 13 may be exercised by either of the Agents and are in addition to any other rights or remedies the Agents may have in respect of any of the matters contemplated by this Agreement or otherwise. Any such termination shall not discharge or otherwise affect any obligation or liability of the Corporation provided herein or prejudice any other rights or remedies any party may have as a result of any breach, default or non-compliance by any other party. In the event of any such termination by either of the Agents, there shall be no further liability on the part of that Agent to the Corporation or on the part of the Corporation to the Agent except in respect of any liability which may have arisen or may arise after such termination

in respect of acts or omissions prior to such termination under Section 9, Section 11 and Section 17(e).

- (3) Notwithstanding the foregoing and for the avoidance of doubt, this Agreement may be terminated at any time at or prior to the Closing Time upon the mutual written agreement of the Corporation and the Agents, if the parties hereto decide not to proceed with the Offering.

Section 14 Notices

Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered,

in the case of the Corporation, to:

Yukon Metals Corp.
Suite 1290, 625 Howe Street
Vancouver, BC V6C 2T6

Attention: Rory Quinn
Email: *[Redacted – email address]*

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

Cassels Brock & Blackwell LLP
885 West Georgia Street, Suite 2200
Vancouver, BC V6C 3E8

Attention: Jennifer Traub
Email: jtraub@cassels.com

in the case of the Agents, to:

Cormark Securities Inc.
Royal Bank Plaza, South Tower
200 Bay Street, Suite 2800
Toronto, ON M5J 2J2

Attention: Darren Wallace
Email: *[Redacted – email address]*

Canaccord Genuity Corp.
40 Temperance Street, Suite 2100
Toronto, ON M5H 0B4

Attention: Earle McMaster
Email: *[Redacted – email address]*

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

Wildeboer Dellelce LLP
Wildeboer Dellelce Place
365 Bay Street, Suite 800
Toronto, ON M5H 2V1

Attention: Charlie Malone
Email: cmalone@wildlaw.ca

The Corporation and the Agents may change their respective addresses for notices by notice given in the manner aforesaid. Any such notice or other communication shall be in writing, and unless delivered personally to the addressee or to a responsible officer of the addressee, as applicable, shall be given by telecopy and shall be deemed to have been given when: (i) in the case of a notice delivered personally to a responsible officer of the addressee, when so delivered; and (ii) in the case of a notice delivered or given by electronic transmission on the first Business Day following the day on which it is sent.

Section 15 Agents' Obligations

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

Cormark Securities Inc.	50.0%
Canaccord Genuity Corp.	50.0%
Total	100%

Section 16 Co-Agents

The Corporation acknowledges and agrees that each of the Agents shall act as trustee for the Purchasers in respect of the covenants, agreements, representations and warranties of the Corporation contained in this Agreement, and each Agent shall be entitled, as trustee, in addition to any rights of the Purchasers, to enforce such covenants, agreements, representations and warranties on behalf of the Purchasers. All steps which must or may be taken by the Agents in connection with the Closing of the Offering, with the exception of matters relating to termination or as otherwise specified herein, may be taken jointly by the Agents, or by one Agent with the prior written consent of the other. The execution of this Agreement by the Corporation and each Agent shall constitute the Corporation's authority and obligation for accepting notification of any such steps from, and for delivering the definitive documents constituting the Offered Units to, or to the order of, the Agents as they may designate in writing. The Agents shall fully consult with one another with respect to all notices, waivers, extensions or other communications to or with the Corporation.

Section 17 Miscellaneous

- (a) *Successors and Assigns.* This Agreement shall enure to the benefit of, and shall be binding upon, the Agents and the Corporation and their respective successors and legal representatives.
- (b) *Governing Law.* This Agreement shall be governed by and interpreted in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

- (c) *Time of the Essence.* Time shall be of the essence hereof and, following any waiver or indulgence by any party, time shall again be of the essence hereof.
- (d) *Interpretation.* The words, “hereunder”, “hereof” and similar phrases mean and refer to the agreement formed as a result of the acceptance by the Corporation of this offer by the Agents to arrange for the purchase of Offered Units on a best efforts agency basis.
- (e) *Survival.* All representations, warranties, covenants and agreements of the Corporation and the Agents herein contained or contained in documents submitted pursuant to this Agreement and in connection with the transaction of purchase and sale herein contemplated shall survive for a period ending on the date that is three years following the Closing Date. Notwithstanding the preceding sentence, Section 9 shall survive the purchase and sale of the Offered Units and the termination of this Agreement and shall continue in full force and effect for the benefit of the Agents or the Corporation, as the case may be, regardless of any subsequent disposition of the Offered Units or any investigation by or on behalf of the Agents with respect thereto without limitation other than any limitation requirements of Applicable Law.
- (f) *Electronic Copies.* Each of the parties hereto shall be entitled to rely on delivery of a facsimile or PDF copy of this Agreement and acceptance by each such party of any such facsimile or PDF copy shall be legally effective to create a valid and binding agreement between the parties hereto in accordance with the terms hereof.
- (g) *Severability.* If one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, but this Agreement shall be construed as if such invalid, illegal or unenforceable provision or provisions had never been contained herein.
- (h) *Counterparts.* This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.
- (i) *No Fiduciary Duty.* In connection with the services described herein, the Agents shall act as independent contractors, and any duties of the Agents arising out of this engagement shall be owed solely to the Corporation. The Corporation acknowledges that each of the Agents is a securities firm that is engaged in securities trading and brokerage activities, as well as providing investment banking and financial advisory services, which may involve services provided to other companies engaged in businesses similar or competitive to the business of the Corporation and that the Agents shall have no obligation to disclose such activities and services to the Corporation. The Corporation acknowledges and agrees that in connection with all aspects of the engagement contemplated hereby, and any communications in connection therewith, the Corporation, on the one hand, and the Agents and any of its affiliates through which it may be acting, on the other hand, will have a business relationship that does not create, by implication or otherwise, any fiduciary duty on the part of the Agents or their respective affiliates, and each party hereto agrees that no such duty will be deemed to have arisen in connection with any such transactions or communications. The Corporation acknowledges and agrees that it waives, to the fullest extent permitted by law, any claims the Corporation and its affiliates may have against any of the Agents for breach of fiduciary duty or alleged breach of fiduciary duty in connection with the transactions contemplated by this Agreement and agrees that the Agents shall have

no liability (whether direct or indirect) to the Corporation or any of its affiliates in respect of such a fiduciary duty claim or to any Person asserting a fiduciary duty claim on behalf of or in right of the Corporation, including stockholders, employees or creditors of the Corporation in connection with the transactions contemplated by this Agreement. Information which is held elsewhere within any of the Agents, but of which none of the individuals in the investment banking department or division of the Agents involved in providing the services contemplated by this Agreement actually has knowledge (or without breach of internal procedures can properly obtain) will not for any purpose be taken into account in determining any of the responsibilities of the Agents to the Corporation under this Agreement.

- (j) *Use of Advice.* The Corporation acknowledges and agrees that all written and oral opinions, advice, analyses and materials provided by the Agents in connection with this Agreement and their engagement hereunder are intended solely for the Corporation's benefit and the Corporation's internal use only with respect to the Offering and the Corporation agrees that no such opinion, advice, analysis or material will be used for any other purpose whatsoever or reproduced, disseminated, quoted from or referred to in whole or in part at any time, in any manner or for any purpose, without the Agents' prior written consent in each specific instance. Any advice or opinions given by the Agents hereunder will be made subject to, and will be based upon, such assumptions, limitations, qualifications, and reservations as the Agents, in their sole judgment, deems necessary or prudent in the circumstances. The Agents expressly disclaim any liability or responsibility by reason of any unauthorized use, publication, distribution of or reference to any oral or written opinions or advice or materials provided by the Agents or any unauthorized reference to the Agents or this engagement.
- (k) *Entire Agreement.* This Agreement constitutes the only agreement between the parties with respect to the subject matter hereof and shall supersede any and all prior negotiations and understandings in respect of the Offering, including the Engagement Letter. This Agreement may be amended or modified in any respect by written instrument only.
- (l) *Further Assurances.* Each of the parties hereto shall do or cause to be done all such acts and things and shall execute or cause to be executed all such documents, agreements and other instruments as may reasonably be necessary or desirable for the purpose of carrying out the provisions and intent of this Agreement.

[Remainder of page intentionally left blank]

If this Agreement accurately reflects the terms of the transactions which we are to enter into and are agreed to by you, please communicate your acceptance by executing the enclosed copies of this Agreement where indicated and returning them to us.

Yours very truly,

CORMARK SECURITIES INC.

By: (signed) "Darren Wallace"
Name: Darren Wallace
Title: Managing Director, Investment
Banking

CANACCORD GENUITY CORP.

By: (signed) "Earle McMaster"
Name: Earle McMaster
Title: Managing Director, Investment
Banking

The foregoing is hereby accepted and agreed to by the undersigned as of the date first written above.

YUKON METALS CORP.

By: (signed) "Rory Quinn"
Name: Rory Quinn
Title: President and Chief Executive Officer

**SCHEDULE “A”
EXISTING RIGHTS**

As at the date hereof and, prior to the closing of the Offering, there are outstanding:

- the following common share purchase warrants:

Number of warrants	Exercise Price (\$)	Expiry Date
4,500,000	0.10	June 10, 2025
8,877,369	0.60	May 3, 2027

- the following incentive stock options:

Number of options	Exercise Price (\$)	Expiry Date
4,275,000	0.45	May 30, 2029
250,000	0.425	September 6, 2029
475,000	0.50	October 17, 2029
400,000	0.385	December 24, 2029
100,000	0.50	January 6, 2030
400,000	0.61	January 24, 2030
400,000	0.66	February 11, 2030
685,000	0.59	February 13, 2030

SCHEDULE “B”

COMPLIANCE WITH UNITED STATES SECURITIES LAWS

As used in this Schedule “B”, the following terms shall have the following meanings:

“**Foreign Issuer**” means a “foreign issuer” as that term is defined in Regulation S. Without limiting the foregoing, but for greater clarity in this Schedule, it means any issuer which is (a) the government of any country other than the United States or of any political subdivision of a country other than the United States; or (b) a corporation or other organization incorporated under the laws of any country other than the United States, except an issuer meeting the following conditions as of the last business day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are directly or indirectly owned of record by residents of the United States; and (2) any of the following; (i) the majority of the executive officers or directors are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

“**General Solicitation or General Advertising**” means “general solicitation or general advertising”, as used in Rule 502(c) of Regulation D under the U.S. Securities Act, including any advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet, or any seminar or meeting whose attendees had been invited by general solicitation or general advertising;

“**Offered Securities**” means, collectively, the Offered Units and the Unit Shares and Warrants comprising the Offered Units in the AI Offering;

“**Offshore Transaction**” means “offshore transaction” as that term is defined in Regulation S;

“**Regulation S**” means Regulation S adopted by the SEC under the U.S. Securities Act;

“**Rule 144A**” means Rule 144A adopted by the SEC under the U.S. Securities Act;

“**SEC**” means the United States Securities and Exchange Commission; and

“**Substantial U.S. Market Interest**” means “substantial U.S. market interest” as that term is defined in Regulation S.

All other capitalized terms used but not otherwise defined in this Schedule “B” shall have the meanings assigned to them in the agency agreement to which this Schedule “B” is attached.

A. Representations, Warranties and Covenants of the Corporation

The Corporation represents and warrants to and covenants with each Agent that facilitates sales in the United States or to, or for the account or benefit of, a U.S. Person:

1. It is, and on the Closing Date will be, a Foreign Issuer with no Substantial U.S. Market Interest with respect to any of its securities.
2. Except with respect to offers and sales in accordance with this Schedule “B” (i) in the United States

or to U.S. Persons that are Qualified Institutional Buyers and/or U.S. Accredited Investors in reliance upon the exemption from registration requirement available pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act, and (ii) to persons outside the United States that are non-U.S. Persons in an Offshore Transaction in reliance upon the exclusion from the registration requirements available pursuant to Rule 903 of Regulation S, neither the Corporation nor any of its affiliates, nor any person acting on its or their behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation is made), has made or will make: (A) any offer to sell, or any solicitation of an offer to buy, any Offered Units to a person in the United States or to, or for the account or benefit of, a U.S. Person; or (B) any sale of Offered Units unless, at the time the buy order was or will have been originated, the purchaser is (i) outside the United States and not a U.S. Person or (ii) the Corporation, its affiliates, and any person acting on their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.

3. None of the Corporation or any persons acting on its behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation, warranty or covenant is made) has made or will make any Directed Selling Efforts or has engaged or will engage in any form of General Solicitation or General Advertising or has acted in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act in the United States with respect to the Offered Units.
4. The Corporation is not, and as a result of the sales of the Offered Units or the issuance of the Unit Shares, Warrants and Warrant Shares contemplated hereby will not be, an open-end investment company, unit investment trust or face-amount certificate company that is or is required to be registered, or closed-end investment company required to be registered, under the United States Investment Corporation Act of 1940, as amended.
5. The Corporation has not sold, offered for sale or solicited any offer to buy and will not sell, offer for sale or solicit any offer to buy, during the period beginning 30 calendar days prior to the start of the Offering of the Offered Units and ending 30 calendar days after the completion of the Offering of the Offered Units, any of its securities in the United States in a manner that would be integrated with and would cause the exemptions from registration provided for sales in the United States or to, or for the account or benefit of, U.S. Persons under Rule 506(b) of Regulation D or the exclusion from registration provided by Rule 903 of Regulation S, to be unavailable with respect to offers and sales of the Offered Units pursuant to this Schedule "B".
6. The Corporation will not take any action that would cause the exemption or exclusion from the registration requirements under the U.S. Securities Act afforded by Rule 506(b) of Regulation D or Rule 903 of Regulation S to be unavailable with respect to offers and sales of the Offered Units pursuant to the Agency Agreement including this Schedule "B".
7. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable state securities laws in connection with the Offering.
8. None of the Corporation or any of its predecessors or subsidiaries has had the registration of a class of securities under the U.S. Exchange Act revoked by the SEC pursuant to Section 12(j) of the U.S. Exchange Act and any rules or regulations promulgated under the U.S. Exchange Act.
9. Neither the Corporation nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminarily or permanently enjoining such person for failure to comply with Rule 503 of Regulation D.

10. None of the Corporation, its affiliates or any person on any of their behalf (other than the Agents, the U.S. Affiliate, their respective affiliates or any person acting on their behalf, in respect of which no representation is made), any members of the Selling Group formed by them, or any person acting on any of their behalf, as to whom the Corporation makes no representation, warranty, acknowledgement, covenant or agreement has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with the offering of the Offered Units.
11. The Corporation will, within prescribed time periods, prepare and file any forms or notices required under the U.S. Securities Act or applicable blue-sky laws in connection with the offer and sale of the Offered Units in the United States or to, or for the account or benefit of, U.S. Persons.
12. With respect to Offered Units offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Securities**”), none of the Corporation, any of its predecessors, any “affiliated” (as such term is defined in Rule 501(b) of Regulation D) issuer, any director, executive officer or other officer of the Corporation participating in the offering of the Regulation D Securities, any beneficial owner of 20% or more of the Corporation’s outstanding voting equity securities, calculated on the basis of voting power, or any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Corporation in any capacity at the time of sale of the Regulation D Securities (other than any Dealer Covered Person (as defined below), as to whom no representation is made) (each, an “**Issuer Covered Person**” and, together, “**Issuer Covered Persons**”) is subject to any Disqualification Event. The Corporation has exercised reasonable care to determine: (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Corporation has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) of Regulation D under the U.S. Securities Act and has furnished to the Agents a copy of any disclosures provided thereunder. The Corporation has not paid and will not pay, nor is it aware of any person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons (as defined below)) for solicitation of Purchasers of the Regulation D Securities.

B. Representations, Warranties and Covenants of Agents

Each Agents and U.S. Affiliate that facilitates sales in the United States or to, or for the account or benefit of, a U.S. Person represents and warrants to and covenants and agrees with the Corporation, jointly (and not solidarily, nor jointly and severally), that:

1. It acknowledges that the Offered Securities have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold except pursuant to an exclusion or exemption from the registration requirements of the U.S. Securities Act and applicable U.S. state securities laws. It has offered and sold and will only offer and sell the (i) Offered Units outside the United States to non-U.S. Persons in an Offshore Transaction in accordance with Rule 903 of Regulation S, or (ii) Offered Securities to U.S. Persons that are Qualified Institutional Buyers and/or U.S. Accredited Investors as provided in this Schedule “B”. Accordingly, no Agent, nor the U.S. Affiliate, nor any persons acting on its or their behalf: (a) have engaged or will engage in any Directed Selling Efforts; or (b) except as permitted by this Schedule “B”, have made or will make (A) any offers to sell Offered Units in the United States or to, or for the account or benefit of, U.S. Persons or (B) any sale of Offered Units unless at the time the buy order was made, such Agent, the U.S. Affiliate or other person acting on any of their behalf reasonably believed that such person was outside the United States and not a U.S. Person or acting for the account or benefit of a U.S. Person.

2. It has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Securities in the United States or to, or for the account or benefit of, any U.S. Person, except with its U.S. Affiliate or with the prior written consent of the Corporation.
3. It shall require its U.S. Affiliate to agree, for the benefit of the Corporation, to comply with, and shall use its best efforts to ensure that its U.S. Affiliate complies with, the provisions of this Schedule “B” as if such provisions applied to such U.S. Affiliate.
4. All offers and sales of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons will be effected by the Agents acting through its U.S. Affiliate in accordance with all applicable U.S. federal and state broker-dealer requirements. Such U.S. Affiliate is, and will be on the date of each offer or sale of Offered Securities in the United States, duly registered as a broker-dealer pursuant to Section 17(b) of the U.S. Exchange Act and the securities laws of each state in which such offer or sale is made (unless exempted from the respective state’s broker-dealer registration requirements) and a member of and in good standing with the Financial Industry Regulatory Authority, Inc.
5. Any offer, sale or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States or to, or for the account or benefit of, U.S. Persons, was or will be made only to Qualified Institutional Buyers and/or U.S. Accredited Investors in transactions that are exempt from the registration requirements of the U.S. Securities Act pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act.
6. Any offer, sale or solicitation of an offer to buy Offered Securities that has been made or will be made in the United States or to, or for the account or benefit of, a U.S. Person was or will be made only to U.S. Persons it reasonably believes to be a Qualified Institutional Buyer or U.S. Accredited Investor who is acquiring the Offered Securities (i) for its own account or (ii) for the account of a Qualified Institutional Buyer or U.S. Accredited Investor, as applicable, with respect to which it exercises sole investment discretion in a transaction that is exempt from registration under the U.S. Securities Act and in compliance with, or pursuant to an exemption from, the registration or qualification requirements of all applicable state securities laws.
7. Offers and sales of Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons have not been and shall not be made by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act.
8. At least one Business Day prior to the Closing Date, it shall provide the Corporation’s transfer agent with a list of all Purchasers of Offered Securities in the United States or that purchased for the account or benefit of a U.S. Person together with their addresses (including state of residence), the number of Offered Securities purchased and the registration and delivery instructions for the Offered Securities.
9. Prior to any sale of Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, it shall cause each such Purchaser to execute and deliver to the Corporation and the Agents the Subscription Agreement in the form approved by the Corporation, including the Qualified Institutional Buyer Letter attached as Schedule “D” thereto or the U.S. Purchaser Letter attached as Schedule “E” thereto, and all applicable schedules attached thereto.
10. All Purchasers of Offered Securities in the United States or purchasing for the account or benefit of a U.S. Person shall be informed that the Offered Securities have not been and will not be

registered under the U.S. Securities Act and applicable state securities laws, that the Offered Securities are being offered and sold in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D under the U.S. Securities Act and that the Offered Securities and Warrant Shares will be “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act.

11. Each Agent understands that all Offered Securities sold and Unit Shares and Warrants (and if applicable, the Warrant Shares) issued in the United States or to, or for the account or benefit of, U.S. Persons in the Offering that are not Qualified Institutional Buyers will be issued in definitive physical form and will bear a restrictive legend.
12. Neither it nor any person acting on its behalf has engaged or will engage in any violation of Regulation M under the U.S. Exchange Act in connection with this Offering.
13. Each offeree of Offered Securities in the United States or who are, or are acting for the account or benefit of, a U.S. Person will be provided with a copy of the Subscription Agreement and no other written material will be used in connection with the offer or sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons.
14. At Closing, each Agent and its U.S. Affiliate that offered or sold Offered Securities to U.S. Persons will provide a certificate, substantially in the form of Exhibit 1 to this Schedule “B”, relating to the manner of the offer and sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons, or will be deemed to have represented that they did not offer or sell Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons.
15. As of the Closing Date, with respect to Offered Securities offered and sold hereunder in reliance on Rule 506(b) of Regulation D (the “**Regulation D Offered Securities**”), each Agent effecting such offer or sale of Regulation D Offered Securities represents that none of (i) the Agent or its U.S. Affiliate, (ii) the Agent’s or its U.S. Affiliate’s general partners or managing members, (iii) any of the Agent’s or its U.S. Affiliate’s directors, executive officers or other officers participating in the offering of the Regulation D Offered Securities, (iv) any of the Agent’s or its U.S. Affiliate’s general partners’ or managing members’ directors, executive officers or other officers participating in the offering of the Regulation D Offered Securities or (v) any other person associated with any of the above persons that has been or will be paid (directly or indirectly) remuneration for solicitation of Purchasers in connection with sale of Regulation D Offered Securities (each, a “**Dealer Covered Person**” and, collectively, the “**Dealer Covered Persons**”), is subject to a Disqualification Event, except for a Disqualification Event (i) covered by Rule 506(d)(2) of Regulation D under the U.S. Securities Act and (ii) a description of which has been furnished in writing to the Corporation prior to the date hereof. Neither it nor its affiliates (including its U.S. Affiliate) has paid or will pay, nor is it aware of any other person that has paid or will pay, directly or indirectly, any remuneration to any person (other than the Dealer Covered Persons) for solicitation of Purchasers of the Regulation D Offered Securities.

EXHIBIT 1
AGENTS' CERTIFICATE

In connection with the private placement in the United States of the Offered Securities of Yukon Metals Corp. (the “**Corporation**”) pursuant to the Agency Agreement dated April 9, 2025 among the Corporation and the Agents named therein (the “**Agency Agreement**”), each of the undersigned does hereby certify to the Corporation as follows:

- (a) the U.S. Affiliate is, and at all relevant times was, a duly registered broker or dealer with the United States Securities and Exchange Commission and a member of and in good standing with the Financial Industry Regulatory Authority, Inc. on the date hereof and the date on which each offer was made by it in the United States or to, or for the account or benefit of a U.S. Person, and all offers and sales of the Offered Securities in the United States or to, or for the account or benefit of a U.S. Person have been effected by it in compliance with all U.S. federal and state broker-dealer requirements;
- (b) immediately prior to making any offers in the United States or to, or for the account or benefit of, U.S. Persons, we had reasonable grounds to believe and did believe that the offeree was (i) a U.S. Person outside the United States purchasing in an Offshore Transaction that is excluded from registration pursuant to Rule 903 of Regulation S or (ii) a Qualified Institutional Buyer or U.S. Accredited Investor purchasing in reliance upon an exemption from registration available pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act and, on the date hereof, we continue to believe that each Purchaser of Offered Securities in the United States or purchasing for the account or benefit of U.S. Persons from us is a Qualified Institutional Buyer or U.S. Accredited Investor;
- (c) no form of General Solicitation or General Advertising was used by us, including advertisements, articles, notices or other communications published in any newspaper, magazine or similar media or broadcast over radio or television or the internet or any seminar or meeting whose attendees had been invited by general solicitation or general advertising, in connection with the offer or sale of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons;
- (d) prior to any sale of the Offered Securities in the United States, or to, or for the account or benefit of, a U.S. Person, we caused each such Purchaser to properly complete and execute a Subscription Agreement (including all certifications, forms, schedules and other documentation contemplated thereby or as may be required by applicable securities regulatory authorities);
- (e) all Purchasers in the United States or purchasing for the account or benefit of a U.S. Person have been informed that the Offered Securities and Warrant Shares have not been and will not be registered under the U.S. Securities Act, are being offered and sold to such purchasers without registration in reliance on available exemptions from the registration requirements of the U.S. Securities Act and applicable state securities laws, and that the such securities sold to them will be “restricted securities” within the meaning of Rule 144(a)(3) under the U.S. Securities Act;
- (f) we have not taken nor or will take any action that would constitute a violation of Regulation M under the U.S. Exchange Act; and
- (g) the offering of the Offered Securities in the United States or to, or for the account or benefit of, U.S. Persons has been conducted by us in accordance with the terms of the Agency Agreement including Schedule “B” thereto.

Terms used in this certificate have the meanings given to them in the Agency Agreement unless otherwise defined herein.

[SIGNATURE PAGE FOLLOWS]

Dated this ____ day of April, 2025.

[AGENT]

[US AFFILIATE]

By:

Name:

Title:

By:

Name:

Title:

SCHEDULE “C”

PROPERTY CLAIMS DESCRIPTIONS

AZ Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
AZ 1-2	YF90001 – YF90002	100	2027/03/30	Whitehorse
AZ 3	YB26307	100	2028/06/08	Whitehorse
AZ 4-215	YF90004 – YF90215	100	2027/03/30	Whitehorse
AZ 216-263	YF95246 – YF95293	100	2027/04/08	Whitehorse
AZ 264-587	YF95294 – YF95617	100	2026/04/08	Whitehorse

Barite Mountain Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
BAR 1-10	YE51781 – YE51790	100	2027/03/19	Whitehorse

Birch (Pluto) Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
BIRCH 5-8	YF98005 – YF98008	100	2025/10/23	Whitehorse
BIRCH 152-195	YF99152 – YF99195	100	2025/10/21	Whitehorse
BIRCH 196-219	YF99196 – YF99219	100	2025/10/23	Whitehorse
BIRCH 220-262	YF99220 – YF99262	100	2025/10/21	Whitehorse
BIRCH 417-427	YF99417 – YF99427	100	2025/10/21	Whitehorse
BIRCH 428-439	YF99428 – YF99439	100	2025/10/23	Whitehorse
BIRCH 440-476	YF99440 – YF99476	100	2025/10/21	Whitehorse
BIRCH 510-516	YF99501 – YF99516	100	2025/10/21	Whitehorse
BIRCH 918-919	YE98918 – YE98919	100	2025/10/23	Whitehorse
BIRCH 934-937	YE98934 – YE98937	100	2025/10/23	Whitehorse
BIRCH 939-942	YE98939 – YE98942	100	2025/10/23	Whitehorse
BIRCH 943	YE98943	100	2025/10/21	Whitehorse
BIRCH 944	YE98944	100	2025/10/23	Whitehorse
BIRCH 945-967	YE98945 – YE98967	100	2025/10/21	Whitehorse
P 1-2	YE51179 – YE51180	100	2025/06/17	Whitehorse
P 3-40	YE49903 – YE49940	100	2025/06/17	Whitehorse
P 41-64	YE49941 – YE49964	100	2025/06/07	Whitehorse
P 65-100	YE49965 – YE50000	100	2025/06/17	Whitehorse
P 101-110	YC94672 – YC94681	100	2025/06/17	Whitehorse

Carter Gulch Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
KIYOKO AU 1-2	YC26088 – YC26089	100	2025/10/21	Whitehorse

Clea Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
CLEA 1-4	YC98853 – YC98856	100	2027/09/11	Watson Lake

Eva Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
EV 5	YD81979	100	2030/09/22	Whitehorse
EVA 1	YC19235	100	2027/03/20	Whitehorse

Expo Property

Claim Name	Grant Number	% Interest	Expiry Date	District
HOME 2	YB47361	100	2027/04/15	Watson Lake
POP 5-8	YB47650 – YB47653	100	2028/04/15	Watson Lake
POP 18	YB47385	100	2028/04/15	Watson Lake
POP 19-26	YB47654 – YB47661	100	2028/04/15	Watson Lake
EXPO 9	YB51960	100	2028/05/15	Watson Lake
EXPO 29	YB51980	100	2035/05/15	Watson Lake
EXPO 30	YB51981	100	2027/05/15	Watson Lake
EXPO 32	YB51983	100	2027/05/15	Watson Lake
EXPO 47-52	YB51998 – YB52003	100	2027/05/15	Watson Lake
EXPO 65-69	YB52016 – YB52020	100	2027/05/15	Watson Lake
EXPO 77-78	YB52028 – YB52029	100	2032/05/15	Watson Lake
EXPO 81	YB52032	100	2035/05/15	Watson Lake
EXPO 169-172	YB52118 – YB52121	100	2027/05/15	Watson Lake
EXPO 173	YB52122	100	2035/05/15	Watson Lake
EXPO 174	YB52123	100	2027/05/15	Watson Lake
EXPO 175	YB52124	100	2035/05/15	Watson Lake
EXPO 176	YB52125	100	2027/05/15	Watson Lake
EXPO 177	YB52126	100	2032/05/15	Watson Lake
EXPO 178	YB52127	100	2035/05/15	Watson Lake
EXPO 179	YB52128	100	2032/05/15	Watson Lake
EXPO 180	YB52129	100	2030/05/15	Watson Lake
EXPO 189-190	YB52138 – YB521139	100	2028/05/15	Watson Lake
EXPO 191-200	YB52139 – YB52149	100	2029/05/15	Watson Lake
EXPO 202	YB52151	100	2029/05/15	Watson Lake
EXPO 219	YB52168	100	2028/05/15	Watson Lake
EXPO 221	YB52170	100	2028/05/15	Watson Lake
EXPO 223-232	YB52172 – YB52181	100	2028/05/15	Watson Lake
EXPO 239	YB52188	100	2028/05/15	Watson Lake
EXPO 240-249	YB52189 – YB52198	100	2028/05/15	Watson Lake
EXPO 256	YB52205	100	2028/05/15	Watson Lake
EXPO 257-271	YB52206 – YB52220	100	2028/05/15	Watson Lake
FLY 9-10	YB47662 – YB47663	100	2033/04/15	Watson Lake
FLY 11	YB47664	100	2027/04/15	Watson Lake
FLY 12	YB47665	100	2035/04/15	Watson Lake
FLY 13-14	YB47666 – YB47667	100	2027/04/15	Watson Lake
LYNX 1-18	YC97545 – YC97562	100	2028/08/20	Watson Lake
LYNX 19-47	YD31019 – YD31047	100	2028/08/31	Watson Lake
LYNX 48	YD31048	100	2028/08/31	Watson Lake
LYNX 49	YD31049	100	2028/08/31	Watson Lake
LYNX 50-54	YD31050 – YD31054	100	2028/08/31	Watson Lake

Claim Name	Grant Number	% Interest	Expiry Date	District
BEAR 1	YD31055	100	2030/08/31	Watson Lake
BEAR 2	YD31056	100	2028/08/31	Watson Lake
BEAR 3	YD31057	100	2030/08/31	Watson Lake
BEAR 4	YD31058	100	2028/08/31	Watson Lake
BEAR 5	YD31059	100	2030/08/31	Watson Lake
BEAR 6	YD31060	100	2028/08/31	Watson Lake
BEAR 7	YD31061	100	2030/08/31	Watson Lake
BEAR 8-76	YD31062 – YD31130	100	2028/08/31	Watson Lake
ORE 1-8	YC97563 – YC97570	100	2028/08/20	Watson Lake
ORE 9-10	YE49656 – YE49657	100	2028/08/10	Watson Lake
ORE 11-14	YE49658 – YE49661	100	2030/08/10	Watson Lake
EL 1-4	YE49662 – YE49665	100	2030/08/10	Watson Lake
EL 5-7	YE49666 – YE49668	100	2028/08/10	Watson Lake
EL 8	YE49669	100	2030/08/10	Watson Lake

Fairway Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
PBJ 25-106	YF99025 – YF99106	100	2025/05/24	Whitehorse
PBJ 109-118	YF99109 – YF99118	100	2025/05/24	Whitehorse
PBJ 122-151	YF99122 – YF99151	100	2025/05/24	Whitehorse

Faro North Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
BP 1-3	YC65867 – YC65869	100	2027/09/28	Whitehorse
BP 5-6	YC65871 – YC65872	100	2027/09/28	Whitehorse
JIB 1-123	YD108380 – YD108502	100	2027/01/20	Whitehorse
JIB 124-131	YD125295 – YD125302	100	2027/01/20	Whitehorse
JIB 132	YD05451	100	2027/01/20	Whitehorse
LIB 1-60	YD125235 – YD125294	100	2027/01/20	Whitehorse

Fox Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
FOX 1-80	YE51701 – YE51780	100	2027/03/19	Whitehorse

Gem Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
GEM 2	YB92356	100	2027/06/28	Watson Lake

Kopper Krown Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
KOPPER KROWN 5-6	YF99005 – YF99006	100	2025/05/24	Whitehorse

Nut Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
Nut 1-5	YD69303 – YD69307	100	2026/10/19	Mayo
Nut 6	YD69308	100	2027/10/19	Mayo
Nut 7-12	YD69309 – YD69314	100	2026/10/19	Mayo
Nut 13	YD69315	100	2027/10/19	Mayo
Nut 14-16	YD69316 – YD69318	100	2026/10/19	Mayo

Pete Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
PETE 1	YB92702	100	2030/06/20	Watson Lake

Risby Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
RISBY 1-4	YB46673 – YB46676	100	2027/03/05	Whitehorse
GOLD 1-2	YB66240 – YB66241	100	2029/03/05	Whitehorse
WO3 1-4	YC19236 – YC19239	100	2027/03/05	Whitehorse
X 1-28	YC47467 – YC47494	100	2027/03/05	Whitehorse
X 29-33	YC83101 – YC83105	100	2027/03/05	Whitehorse

Star River (Ketza) Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
RIVER 1-29	YC24888 – YC24916	100	2028/03/09	Watson Lake
STAR 1-8	YB59270 – YB59277	100	2029/04/03	Watson Lake

Talbot (Cloud) Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
C 1-22	YE49736 – YE49757	100	2025/06/07	Whitehorse

Claim Name	Grant Number	% Interest	Expiry Date	District
TAL 0-4	YF98000 – YF98004	100	2025/05/23	Whitehorse
TAL 610-766	YF97610 – YF97766	100	2025/05/23	Whitehorse
TAL 768	YF97768	100	2025/05/23	Whitehorse
TAL 770-790	YF97770 – YF97790	100	2025/05/23	Whitehorse
TAL 795-818	YF97795 – YF97818	100	2025/05/23	Whitehorse
TAL 828-850	YF97828 – YF97850	100	2025/05/23	Whitehorse
TAL 855	YF97855	100	2025/05/23	Whitehorse
TAL 857	YF97857	100	2025/05/23	Whitehorse
TAL 859	YF97859	100	2025/05/23	Whitehorse
TAL 861	YF97861	100	2025/05/23	Whitehorse
TAL 863	YF97863	100	2025/05/23	Whitehorse
TAL 865-896	YF97865 – YF97896	100	2025/05/23	Whitehorse
TAL 898-999	YF97898 – YF97999	100	2025/05/23	Whitehorse

Venus Claims

Claim Name	Grant Number	% Interest	Expiry Date	District
O'NEIL 3-4	YC14560 – YC14561	100	2025/04/21	Whitehorse

Venus Crown Grants – South Klondike Highway

Lot 20 Group/Quad 754, YT, Plan No. FB10980 (Venus claim)
Lot 21 Group/Quad 754, YT, Plan No. FB10980 (Venus #2 claim)
Lot 23 Group/Quad 754, YT, Plan No. FB9325 (Ruby Silver claim)
Lot 26 Group/Quad 754, YT, Plan No. FB10980 (Vault claim)
Lot 78 Group/Quad 754, YT, Plan No. 9929 (Maybelle claim)
Lot 142 Group/Quad 754, YT, Plan No. 23509 (Beach claim)
Lot 143 Group/Quad 754, YT, Plan No. 23509 (Nipper #2 claim)
Lot 145 Group/Quad 754, YT, Plan No. 23509 (Humper #2 claim)