

RESEARCH CAPITAL CORPORATION

Suite 1920, 1075 West Georgia Street
Vancouver, British Columbia V6E 3C9

AMENDED AND RESTATED AGENCY AGREEMENT

August 30, 2024

Saga Metals Corp.
2288 – 1177 West Hastings Street
Vancouver, BC V6E 2K3

Attention: Mr. Mike Stier, President & Director

Dear Sirs / Mesdames:

We understand that Saga Metals Corp. (the “**Company**”) wishes to appoint Research Capital Corporation (the “**Agent**”) as its sole and exclusive agent to offer units of the Company for sale by way of an initial public offering (the “**IPO**” or “**Offering**”) to purchasers (the “**Purchasers**”) resident in British Columbia, Alberta, Manitoba, Ontario, and such additional jurisdictions as the Company and the Agent may agree upon (defined herein as the “**IPO Jurisdictions**”). The IPO shall consist of the following securities for aggregate gross proceeds of a minimum of \$1,550,000 and a maximum of \$2,500,000:

- i. A minimum of 2,000,000 hard dollar units of the Company (“**HD Units**”) and a maximum of 2,500,000 HD Units at a price of \$0.40 per HD Unit (the “**HD Offering Price**”). Each HD Unit consists of one common share of the Company (an “**HD Share**”) and one-half of one transferable common share purchase warrant (each whole such warrant, an “**HD Warrant**”). Each HD Warrant will entitle its holder to purchase one common share in the capital of the Company (each a “**Warrant Share**”) at a price of \$0.60 per Warrant Share at any time prior to 4:30 p.m. (Vancouver time) on the date that is 24 months following the IPO Closing (as defined herein);
- ii. No minimum of “flow-through” units of the Company (“**Standard FT Units**”) and a maximum of 1,041,667 Standard FT Units at a price of \$0.48 per Standard FT Unit (the “**Standard FT Offering Price**”). Each Standard FT Unit consists of a “flow-through share” (a “**Standard FT Share**”), as defined in subsection 66(15) of the *Income Tax Act* (Canada) (the “**Tax Act**”), and one-half of one transferable common share purchase warrant (each whole such warrant, a “**Standard FT Warrant**”), which Standard FT Warrant will qualify as a “flow-through share” as defined in subsection 66(15) of the Tax Act. The Standard FT Warrants will have the same terms as the HD Warrants and are exercisable into Warrant Shares. The Warrant Share underlying the Standard FT Warrant will not qualify as “flow-through shares”; and
- iii. A minimum of 1,250,000 “charity flow-through” units of the Company (“**Charity FT Units**”) and, together with the Standard FT Units, the “**FT Units**”) and a maximum of 1,666,667 Charity FT Units at a price of \$0.60 per Charity FT Unit (the “**Charity FT Offering Price**”). Each Charity FT Unit consists of a “flow-through share” (a “**Charity FT Share**”) and, together with the Standard FT Shares, the “**FT Shares**”), as defined in subsection 66(15) of the Tax Act, and one-half of one transferable common share purchase warrant (each whole such warrant, a “**Charity FT Warrant**”) and, together with the Standard FT Warrants, the “**FT Warrants**”), which Charity FT Warrant will qualify as a “flow-through share” as defined in subsection 66(15) of the Tax Act. The Charity FT Warrants will have the same terms as the HD Warrants and Standard FT Warrants and are exercisable into Warrant Shares. The Warrant Share

underlying the Charity FT Warrant will not qualify as “flow-through shares”.

The Agent has the right to increase the size of the IPO by up to an additional 15% in IPO Units pursuant to the Agent’s Option (as defined herein) by giving written notice of the exercise of the Agent’s Option, or part thereof, to the Company at any time up to 48 hours prior to the IPO Closing (as defined herein). The Agent shall be under no obligation whatsoever to exercise the Agent’s Option in whole or in part.

1. Interpretation and Defined Terms

1.1 **Interpretation.** For the purposes of this Agreement, unless the context otherwise requires:

- (a) *Persons* – a reference to an individual shall include corporations, partnerships, trusts and other artificial entities and vice versa; a reference to any gender shall include the opposite gender; and any reference to a particular type of artificial entity shall include all other types of artificial entities;
- (b) *Number* – a reference to the singular in number shall include the plural and vice versa;
- (c) *Time* – a reference to any time shall refer to Vancouver time;
- (d) *Currency* – a reference to currency shall refer to lawful currency of Canada;
- (e) *Statutes* – a reference to a statute or “laws” shall include all rules, regulations, notices, orders, policies and other instruments made pursuant thereto, and all amendments, supplements, re-enactments and replacements thereof made from time to time; and
- (f) *Divisions and Headings* – the division of this Agreement into articles, sections and other sub-divisions, and the use of headings, is for convenience only and shall not affect the construction or interpretation of, or be used to limit the effect of, any of the terms and conditions of this Agreement.

1.2 **Defined Terms.** For purposes of this Agreement, the following terms shall have the ascribed meanings unless the context otherwise requires:

- (a) **“Agent”** means Research Capital Corporation;
- (b) **“Agent’s Commission”** means the commission to be paid to the Agent, as more particularly set out in section 3.1(a)(i) hereof;
- (a) **“Agent’s Option”** means the Agent’s option to offer and sell up to an additional 15% of the maximum total IPO Units to be sold under the IPO, as more fully described in section 4.4 herein;
- (c) **“Agent’s Units”** means the units of the Company issuable upon due exercise of the Agent’s Warrants, with each Agent’s Unit consisting of one Agent’s Unit Share and one half (1/2) of one Agent’s Unit Warrant;
- (b) **“Agent’s Unit Shares”** means the common shares of the Company issuable upon exercise of the Agent’s Warrants;

- (c) **“Agent’s Unit Warrants”** means the common share purchase warrants of the Company issuable upon due exercise of the Agent’s Warrants;
- (d) **“Agent’s Unit Warrant Shares”** means the common shares of the Company issuable upon exercise of the Agent’s Unit Warrants;
- (d) **“Agent’s Warrants”** means the warrants of the Company forming a part of the Agent’s compensation and having the terms set out in section 3.1(b) hereof;
- (e) **“Agent’s Warrant Certificate”** means the certificate representing and setting out the terms and conditions of the Agent’s Warrants and the Agent’s Unit Warrants (upon due exercise of the Agent’s Warrants), in form and content satisfactory to the Agent and to the Company;
- (f) **“Agreement”** means this amended and restated agency agreement, including all recitals herein and all schedules, appendices and exhibits attached hereto, as amended or supplemented from time to time;
- (g) **“Amendment”** means any amendment to the Preliminary Prospectus or the Prospectus;
- (h) **“Applicable Securities Laws”** means collectively the applicable securities laws of each of the IPO Jurisdictions which shall include, without limitation, the laws of each such Province and each other jurisdiction in which the IPO Units are sold and the respective regulations promulgated under such laws;
- (i) **“CDS”** means CDS Clearing and Depository Services Inc.;
- (j) **“Canadian Exploration Expense”** or **“CEE”** means an expense of the nature referred to in paragraph (f) of the definition of “Canadian exploration expense” in subsection 66.1(6) of the Tax Act or which would be included in paragraph (h) of such definition if the reference therein to “paragraphs (a) to (d) and (f) to (g.4)” were a reference to paragraph (f), other than (1) amounts which are prescribed to be “Canadian exploration and development overhead expense” for the purposes of the Tax Act, (2) the cost of acquiring or obtaining the use of seismic data described in paragraph 66(12.6)(b.1) of the Tax Act, (3) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition “expense” in paragraph 66(15) of the Tax Act, and (4) Canadian exploration expenses to the extent of the amount of any assistance described in paragraph 66(12.6)(a) of the Tax Act;
- (k) **“Charity FT Offering Price”** has the meaning set out on page 1 hereof;
- (l) **“Charity FT Share”** has the meaning set out on page 1 hereof;
- (m) **“Charity FT Unit”** has the meaning set out on page 1 hereof;
- (n) **“Charity FT Warrant”** has the meaning set out on page 1 hereof;
- (o) **“Company”** means Saga Metals Corp., including any material subsidiaries as applicable and the context so requires;
- (p) **“Contaminant”** has the meaning set out in section 5.1(jj) hereof;

- (q) **“Corporate Finance Fee”** has the meaning set out in section 3.1(a)(ii) hereof;
- (r) **“Environmental Laws”** has the meaning set out in section 5.1(jj) hereof;
- (s) **“Exchange”** means the TSX Venture Exchange;
- (t) **“Expenses”** has the meaning set out in section 11.1 hereof;
- (u) **“Financial Statements”** has the meaning set out in section 5.1(aa) hereof;
- (v) **“FT Purchasers”** means the purchasers of the FT Units set out in the Exhibit “A” to the FT Subscription Agreements;
- (w) **“FT Share”** has the meaning set out on page 1 hereof;
- (x) **“FT Subscription Agreements”** means the subscription agreements for: (i) the Standard FT Units to be entered into between the Company and the Agent on behalf of the purchasers of Standard FT Units, substantially in the form attached as Schedule “A” to this Agreement, and (ii) the Charity FT Units to be entered into between the Company and the Agent on behalf of the purchasers of Charity FT Units, substantially in the form attached as Schedule “B” to this Agreement;
- (y) **“FT Subscription Amount”** means the aggregate Standard FT Offering Price and Charity FT Offering Price paid by FT Purchasers and received by the Company for the subscription of FT Units;
- (z) **“FT Unit”** has the meaning set out on page 1 hereof;
- (aa) **“FT Warrant”** has the meaning set out on page 1 hereof;
- (bb) **“Indemnified Parties”** has the meaning set out in section 13.1 hereof;
- (cc) **“Indemnified Person”** has the meaning set out in section 6.1(hh) hereof;
- (dd) **“HD Offering Price”** has the meaning set out on page 1 hereof;
- (ee) **“HD Share”** has the meaning set out on page 1 hereof;
- (ff) **“HD Unit”** has the meaning set out on page 1 hereof;
- (gg) **“HD Warrant”** has the meaning set out on page 1 hereof;
- (hh) **“IPO” or “Offering”** means the offering and sale of the IPO Units to the public pursuant to the Prospectus and, as the context requires, the issue of the Agent’s Warrants, all pursuant to the terms and conditions of this Agreement;
- (ii) **“IPO Closing”** means the completion of the IPO;
- (jj) **“IPO Jurisdictions”** has the meaning set out on page 1 hereof;
- (kk) **“IPO Price”** has the meaning set out on page 1 hereof;

- (ll) “**IPO Units**” means the HD Units, Standard FT Units and Charity FT Units being offered pursuant to the Offering;
- (mm) “**Listing**” means the listing of the common shares of the Company on the Exchange;
- (nn) “**Listing Agreement**” means the listing agreement entered into between the Company and the Exchange in respect of the Listing in accordance with the policies of the Exchange;
- (oo) “**misrepresentation**” has the meaning ascribed to it by the Applicable Securities Laws;
- (pp) “**Offering Period**” means the period beginning on the date of issuance of the final receipt by the principal regulator for the Prospectus and ending on the date that is not later than 90 days after the date on which such final receipt is issued, or such later date as may be authorized by the Executive Director or equivalent person (as defined in Applicable Securities Laws) in the respective IPO Jurisdictions and may be agreed to by the Company and the Agent;
- (qq) “**Other Agreements**” has the meaning set out in section 6.1(cc) hereof;
- (rr) “**Passport System**” means the requirements and procedures set out in Multilateral Instrument 11-102: Passport System, of the Canadian Securities Administrators;
- (ss) “**Preliminary Prospectus**” means the preliminary prospectus of the Company relating to the IPO, as amended from time to time;
- (tt) “**President’s List**” means certain purchasers of the IPO Units that were identified by the Company;
- (uu) “**Prescribed Form**” means the forms prescribed from time to time under subsection 66(12.7) of the Tax Act (and under any corresponding provincial legislation) filed or to be filed by the Company within the prescribed times renouncing to the FT Purchasers the Resource Expenses incurred pursuant to the FT Subscription Agreements and all parts or copies of such forms required by the Canada Revenue Agency (and under any corresponding provincial legislation) to be delivered to the FT Purchasers;
- (vv) “**Program**” means Company’s program of exploration, on which the Company will cause to be expended an amount equal to the full FT Subscription Amount;
- (ww) “**Prospectus**” means the final prospectus of the Company relating to the IPO, as amended from time to time, including the final prospectus in Manitoba and amended and restated final prospectus amending and restating the final prospectus dated July 11, 2024 for British Columbia, Alberta and Ontario;
- (xx) “**Public Record**” has the meaning set out in section 5.1(e) hereof;
- (yy) “**Purchasers**” means, as the context requires, the purchasers of the IPO Units;
- (zz) “**Resource Expenses**” means an expense which (i) is CEE; (ii) which is incurred (or deemed to be incurred) by the Company on or after the issuance of the FT Units to the FT Purchasers and on or before the Termination Date which may be renounced by the Company with an effective date not later than December 31, 2024 pursuant to subsection

66(12.6) of the Tax Act if incurred (or deemed to be incurred) in 2024 and pursuant to subsections 66(12.6) and 66(12.66) of the Tax Act if incurred (or deemed to be incurred) in 2025 (provided the FT Purchasers and any principal/beneficial FT Purchaser for whom a FT Purchaser is acting, and, if a FT Purchaser or principal/beneficial FT Purchaser is a partnership, each partner thereof, deals at arm's length with the Company at all relevant times and provided the FT Subscription Amount (as defined herein) has been paid in full in 2024) and in respect of which, but for the renunciation, the Company would be entitled to a deduction from income for income tax purposes; and (iii) for a FT Purchaser who is an individual (other than a trust or estate) or if the FT Purchaser is a partnership, for each individual partner thereof (other than a trust or estate), qualifies, once renounced by the Company pursuant to the Tax Act to the FT Purchaser, as a "flow-through critical mineral mining expenditure" as defined in subsection 127(9) of the Tax Act of such individual FT Purchaser or, where the FT Purchaser is a partnership, of the members of the FT Purchaser who are individuals (other than trusts or estates) to the extent of their respective shares of the expenses so renounced;

- (aaa) **"Securities"** means the IPO Units (including IPO Units sold pursuant to the exercise of the Agent's Option), the Agent's Warrants and the securities issuable thereunder;
- (bbb) **"Shares"** has the meaning set out on page 1 hereof;
- (ccc) **"Standard FT Offering Price"** has the meaning set out on page 1 hereof;
- (ddd) **"Standard FT Share"** has the meaning set out on page 1 hereof;
- (eee) **"Standard FT Unit"** has the meaning set out on page 1 hereof;
- (fff) **"Standard FT Warrant"** has the meaning set out on page 1 hereof;
- (ggg) **"Sub-Agents"** has the meaning set out in section 2.3 hereof;
- (hhh) **"Tax Act"** has the meaning set out on page 1 hereof;
- (iii) **"Termination Date"** means December 31, 2025;
- (jjj) **"Transaction Agreements"** has the meaning set out in section 5.1(m) hereof;
- (kkk) **"Transfer Agent Agreement"** means the agreement entered into between the Company and Endeavor Trust Corporation in respect of registrar and transfer agent services for the common shares of the Company;
- (lll) **"Warrant"** has the meaning set out on page 1 hereof;
- (mmm) **"Warrant Indenture"** means the warrant indenture to be dated the date of the IPO Closing between the Company and Endeavor Trust Corporation, as warrant agent;
- (nnn) **"Warrant Certificate"** means a certificate representing and setting out the terms and conditions of the Warrants under the Warrant Indenture; and
- (ooo) **"Warrant Share"** has the meaning set out on page 1 hereof.

2. Appointment

- 2.1 Subject to the terms and conditions set forth in this Agreement, the Company hereby appoints the Agent, and the Agent accepts such appointment, to act as the Company's sole and exclusive agent on a best-efforts basis to sell the IPO Units pursuant to the Prospectus in the IPO Jurisdictions. It is understood and agreed that the Agent is under no obligation to purchase any IPO Units, although the Agent may purchase IPO Units if it so desires.
- 2.2 The IPO is subject to a minimum subscription of 2,000,000 HD Units and 1,250,000 Charity FT Units (with no minimum subscription necessary for Standard FT Units) for aggregate gross proceeds of \$1,550,000. The Company acknowledges and agrees that the Agent will hold all subscription funds received by the Agent until the minimum subscription has been attained. Notwithstanding any other terms of this Agreement, the Company acknowledges and agrees that all subscription funds received by the Agent will be returned to the Purchasers without interest or deduction if the minimum subscription is not attained by the last day of the Offering Period or if this Agreement or the IPO is otherwise terminated.
- 2.3 The Company acknowledges and agrees that the Agent may appoint other registered dealers as its agents (the "**Sub-Agents**") to assist in the IPO, and that the Agent may determine the remuneration payable by the Agent to the Sub-Agents, including a division of the Agent's Commissions, the Corporate Finance Fee and the Agent's Warrants. The Agent shall ensure that any Sub-Agents comply with the covenants and obligations made by the Agent to the Company herein. The Company acknowledges and agrees that each Sub-Agent shall have the benefit of the representations, warranties, covenants and obligations made by the Company to the Agent herein.
- 2.4 The Agent understands that the IPO Units are not being registered under the United States *Securities Act of 1933*, as amended, and represents that it has not offered or sold and agrees that it will not offer, sell or deliver at any time, directly or indirectly, in the United States (which term, as used herein, includes its territories or possessions) or to or for the account of any person whom the Agent knows or has reason to believe is a United States national or resident thereof, any of the IPO Units, other than with the express prior written consent of the Company. The Agent further agrees that it will require any Sub-Agent who offers and sells any of the IPO Units to agree to comply with this requirement.

3. Compensation

- 3.1 In consideration of the services to be rendered by the Agent in connection with the qualification, issue and sale of the IPO Units, including but not limited to acting as financial advisor to the Company, assisting the Company in the preparation of relevant documentation and assisting the Company in preparing, finalizing and obtaining requisite regulatory approvals for the Preliminary Prospectus and the Prospectus, the Company shall:
- (a) on the date(s) of the IPO Closing:
- (i) pay to the Agent a cash commission (the "**Agent's Commission**") equal to 8.0% of the gross proceeds from the IPO and a reduced commission equal to 2.0% of the gross proceeds from the sale of IPO Units to the President's List, provided that the Agent's Commission shall not be paid from the FT Subscription Amount;

- (ii) pay to the Agent a corporate finance fee (the “**Corporate Finance Fee**”) of \$50,000 plus GST, provided that the Corporate Finance Fee shall not be paid from FT Subscription Amount; and
 - (b) on the date(s) of the IPO Closing, grant to the Agent a number of non-transferable warrants (the “**Agent’s Warrants**”) as is equal to 8.0% of the number of IPO Units sold pursuant to the IPO and a reduced number of Agent’s Warrants as is equal to 2.0% of the number of IPO Units sold to the President’s List, each such Agent’s Warrant entitling the holder thereof to purchase one Agent’s Unit at a price of \$0.40 per Agent’s Unit for a period of 24 months after the IPO Closing. Each Agent’s Unit will consist of one (1) Agent’s Unit Share and one half (1/2) of one Agent’s Unit Warrant. Each Agent’s Unit Warrant further entitles the holder to purchase one (1) Agent’s Unit Warrant Share at a price of \$0.60 per Agent’s Unit Warrant Share for a period of 24 months following the IPO Closing.
- 3.2 The Agent’s Warrants shall be qualified pursuant to the Prospectus.
- 4. **Nature of the IPO**
- 4.1 The Company agrees that the Purchasers shall have the benefit of and are entitled to rely on all representations, warranties, covenants and conditions made by the Company to or for the benefit of the Agent and/or Purchasers herein or in any certificates or documents submitted pursuant to or in connection with the transactions provided for herein as if the same had been repeated and made to the Purchasers and notwithstanding any investigation which the Agent or the Purchasers may undertake or which may be undertaken on the Agent’s or any Purchaser’s behalf.
- 4.2 The IPO Units will be offered for sale pursuant to the Prospectus in the IPO Jurisdictions at the IPO Price. The Company will file the Preliminary Prospectus and the Prospectus with the applicable securities regulatory authorities in the IPO Jurisdictions in accordance with the Applicable Securities Laws, and will use best efforts to obtain all required receipts for or Passport system decision documents approving each of the Preliminary Prospectus and the Prospectus.
- 4.3 The Company shall also apply for listing on the Exchange.
- 4.4 The Company shall grant to the Agent the Agent’s Option to offer and sell up to an additional number of IPO Units, equal to 15% of the number of IPO Units to be sold pursuant to the IPO, in any proportion as determined by the Agent, at the HD Offering Price, Standard FT Offering Price and Charity FT Offering Price, as applicable. The notice exercising the Agent’s Option, which may be exercised in whole or in part by the Agent at any time up to 48 hours prior to the IPO Closing, shall be given by the Agent to the Company in the manner set out in section 17.2 hereof and shall specify the number of IPO Units and the applicable breakdown thereof to be sold under the Agent’s Option.
- 4.5 The Agent will deliver to the Company the applicable FT Subscription Agreement in respect of the FT Units purchased by each FT Purchaser.
- 4.6 Follow-On Transactions:
 - (a) The Company understands that following the IPO Closing, the FT Purchasers may choose to dispose of some or all of the FT Units, including by donating such shares and warrants to one or more charities, and such charities may subsequently choose to sell such shares and warrants to third parties (the “**Follow-On Transactions**”).

- (b) The Agent acknowledges that the Company has no knowledge of the Follow-On Transactions other than they may or may not occur and that the Company will have no involvement or participation in any Follow-On Transactions, other than to register any transfer of securities required as a result, and the Company makes no representation or warranty with respect to the tax effect any Follow-On Transaction may have on the status of the FT Share or FT Warrants as “flow-through shares” for purposes of the Tax Act.
- (c) The Agent does not act, and will not purport to act, as agent or representative of the Company in connection with any Follow-On Transaction and services or activities, if any, performed by the Agent in connection with any Follow-On Transactions are excluded from this Agreement. The consideration payable to the Agent hereunder is for the Agent’s services in respect of the Offering only. The parties further acknowledge that the Company is not entitled, and will not become entitled, to receive any consideration in respect of any Follow-On Transaction that might occur.
- (d) The Company shall not be liable or responsible for any breach of any covenant or representation given in this Agreement if the FT Shares or FT Warrants are “prescribed shares” or “prescribed rights”, respectively, under section 6202.1 of the regulations to the Tax Act as a result of the Follow-On Transactions or other actions taken by FT Purchasers which cause the FT Shares or FT Warrants to be or become “prescribed shares” or “prescribed rights”, respectively, within the meaning of section 6202.1 of the regulations to the Tax Act.

5. Representations and Warranties of the Company

5.1 The Company represents and warrants to the Agent and Purchasers, and acknowledges that the Agent and Purchasers are relying on such representations and warranties in, respectively, selling or purchasing the IPO Units, and further agrees that such representations and warranties are contractually enforceable against the Company by the Purchasers through the assignment of the benefits hereof by the Agent to the Purchasers or otherwise notwithstanding that the Purchasers are not parties to this Agreement, that:

- (a) the Company has no subsidiaries;
- (b) the Company has been duly and validly incorporated and organized and is duly and validly existing and in good standing under the laws of its jurisdiction of incorporation, amalgamation or other formation as the case may be;
- (c) the Company is and will at the time of the IPO Closing (the “**Time of Closing**”) be a reporting issuer in good standing under the securities laws of the Provinces of British Columbia, Alberta, Manitoba and Ontario and any jurisdictions that it may subsequently become a “reporting issuer” prior to the Time of Closing (the “**Reporting Jurisdictions**”) and no material change relating to the Corporation has and will have occurred at the Time of Closing with respect to which the requisite material change report has not been filed under any applicable securities laws in the Reporting Jurisdictions and no such disclosure has been made on a confidential basis and the Company is not a reporting issuer or equivalent in any jurisdiction other than the Reporting Jurisdictions;
- (d) at the time of the IPO Closing, the Company will have filed all documents that it is required to file under the continuous disclosure and other requirements of the Applicable Securities Laws and the Exchange, including but not limited to all annual and interim financial

information, management discussion and analysis, annual reports, annual information forms, information circulars, press releases disclosing material changes and material change reports, and no material change relating to the Company will have occurred with respect to which the requisite material change report has not been filed and no such material change report will have been made on a confidential basis, and it will not be in default of any Applicable Securities Laws;

- (e) except as disclosed in the Public Record, at the time of the IPO Closing, the Preliminary Prospectus, Prospectus, offering memoranda, filing statements, financial statements, management discussion and analysis, annual reports, annual information forms, information circulars, press releases, material change reports and all other documents and information as applicable filed or to be filed under Applicable Securities Laws and with the Exchange (collectively, the “**Public Record**”) will be, at the respective dates thereof, in all material respects accurate, and, at such dates, omit no facts, the omission of which makes the Public Record, or any particulars therein, incorrect or misleading;
- (f) at the time of the IPO Closing, the common shares of the Company (including the Shares) will be conditionally approved for listing on the Exchange, and the Company will not be in default of any of the listing requirements or policies of the Exchange;
- (g) Endeavor Trust Corporation is, and at the time of the IPO Closing will be, duly and validly appointed as the registrar and transfer agent of the common shares of the Company pursuant to the Transfer Agent Agreement and as the warrant agent for the IPO Warrants pursuant to the Warrant Indenture;
- (h) the authorized and issued capital of the Company is as disclosed in the Preliminary Prospectus or the Prospectus, as applicable, and the issued securities of the Company are all duly authorized, issued and outstanding as fully paid and non-assessable securities, as at the respective dates thereof and the Company is not a party to, and has not granted, any agreement, warrant, option, right or privilege, or any of the foregoing capable of becoming an agreement, warrant, option, right or privilege, for the purchase, subscription or issuance of any of its securities other than as disclosed in the Public Record;
- (i) at the time of the IPO Closing, no shares and no rights of any kind to acquire shares of the Company will have been issued except as disclosed in the Preliminary Prospectus or the Prospectus, as applicable, after the date of the Financial Statements other than pursuant to any agreement in effect at the date of the Financial Statements and of which the Agent has written notice, without the prior written consent of the Agent, not to be unreasonably withheld;
- (j) at the time of the IPO Closing, no options, warrants, agreements or other rights for the purchase, subscription or issuance of shares or other securities of the Company or securities convertible or exchangeable for shares or other securities of the Company will be authorized or agreed to be issued or are outstanding, other than as disclosed in the Prospectus;
- (k) the Company has full corporate power and capacity to undertake the IPO and to create, offer, sell and issue the Securities, and all such corporate action has been taken to authorize such undertaking, creation, offer, sale and issuance;
- (l) at the time of the IPO Closing:

- (i) the Shares will be duly and validly authorized and issued as fully paid and non-assessable shares of the Company;
 - (ii) the Warrants will be duly and validly authorized, created and issued;
 - (iii) the Warrant Shares will be duly and validly authorized and reserved for issue upon exercise of the Warrants, and when issued upon exercise of the Warrants in accordance with the terms of the Warrant Indenture and, if applicable, the Warrant Certificates and receipt of full payment therefor, the Warrant Shares will be duly and validly issued as fully paid and non-assessable shares of the Company;
 - (iv) the Agent's Warrants will be duly and validly authorized, created and issued;
 - (v) the Agent's Unit Shares will be duly and validly authorized and reserved for issue upon exercise of the Agent's Warrants, and when issued upon exercise of the Agent's Warrants in accordance with the terms of the Agent's Warrant Certificates and receipt of full payment therefor, the Agent's Unit Shares will be duly and validly issued as fully paid and non-assessable shares of the Company;
 - (vi) the Agent's Unit Warrants will be duly and validly authorized and reserved for issue upon exercise of the Agent's Warrants;
 - (vii) the Agent's Unit Warrant Shares will be duly and validly authorized and reserved for issue upon exercise of the Agent's Unit Warrants, and when issued upon exercise of the Agent's Unit Warrants in accordance with the terms of the Agent's Warrant Certificates and receipt of full payment therefor, the Agent's Unit Warrant Shares will be duly and validly issued as fully paid and non-assessable shares of the Company; and
 - (viii) at all times after the IPO Closing until the exercise or expiry of all of the Warrants, the Agent's Warrants, and the Agent's Unit Warrants, the Company shall have a sufficient number of common shares reserved and available for issuance to satisfy its obligations under the Warrants, the Agent's Warrants and the Agent's Unit Warrants, respectively;
- (m) the Company has full corporate power and capacity to enter into, execute, deliver and perform its obligations under each of the agreements listed under the section titled "Material Contracts" (the "**Material Contracts**") in the Preliminary Prospectus or the Prospectus as applicable, the Agent's Warrant Certificates, the Listing Agreement and the Transfer Agent Agreement (collectively, the "**Transaction Agreements**"), and all such corporate action has been taken to authorize all such entering into, execution, delivery and performance;
- (n) the Company has or will have full corporate power and capacity to prepare, execute and deliver the Preliminary Prospectus and the Prospectus, and all such corporate action has been or will be taken to authorize such preparation, execution and delivery;
- (o) each of the Transaction Agreements, the Preliminary Prospectus and the Prospectus has been, or will be upon execution and delivery thereof by the Company, duly and validly authorized, executed and delivered by the Company, and each of the Transaction Agreements constitutes, or will constitute upon execution and delivery thereof by the

Company, a legal, valid and binding obligation of the Company enforceable against it in accordance with each of their respective terms subject to laws affecting enforceability including, but not limited to, bankruptcy, insolvency, moratorium, reorganization and equitable remedies;

- (p) the Company is not in default or breach of, and the execution and delivery by the Company of each of the Transaction Agreements, the Preliminary Prospectus and the Prospectus, and the performance of the transactions contemplated by the Transaction Agreements, do not and will not result in a default or breach of, and do not create a state of facts which after notice or lapse of time or both will result in a default or breach of, and do not and will not conflict with, any of the terms, conditions or provisions of (i) the constating documents, articles or any resolutions of the directors or shareholders of the Company, (ii) any indenture, contract, agreement (written or oral), lease, instrument or other document to which the Company is a party or by which the Company or its assets is or will be contractually bound as of the time of the IPO Closing, or (iii) any statute, rule, regulation, policy, judgment, decree or order of any court, governmental authority or administrative body of any kind whatsoever having jurisdiction over the Company or its properties or assets;
- (q) insofar as the Company is aware after due inquiry, no consent of any third party is required in connection with the transactions contemplated by the Transaction Agreements;
- (r) the Company has all requisite corporate power and capacity and has taken all necessary corporate action to authorize it to carry on its business as now conducted and as currently proposed to be conducted and to own, lease and operate its property and assets, and the Company is duly registered, licensed and otherwise qualified to carry on its business and to own its property and assets, and is in good standing, in the jurisdictions where it carries on its business and owns, leases and operates its property and assets as described in the Public Record and it does not hold any material property and assets other than as disclosed in the Public Record;
- (s) the Company holds all registrations, licenses, permits, consents or qualifications (whether governmental, regulatory or otherwise) required in order to enable its business to be carried on as now conducted and described in the Public Record, and (i) all such registrations, licenses, permits, consents and qualifications are valid and subsisting and in good standing, and (ii) the Company has not received any notice of proceedings relating to the revocation or modification of any such registration, license, permit, consent or qualification which, if the subject of an unfavourable decision, ruling or finding, would have a material adverse effect (financial or otherwise) on the assets, properties, liabilities, obligations, conduct of the business, operations, affairs, condition or prospects of the Company;
- (t) the Company has conducted and is conducting its business in accordance with industry practices and in compliance in all material respects with all applicable laws, bylaws, rules, regulations and other lawful requirements of each jurisdiction in which its business is carried on and of any governmental or regulatory bodies which are applicable to the Company, and the Company is not aware of any such law, bylaw, rule, regulation or lawful requirement presently in force or proposed to be brought into force in any jurisdiction in which its business is carried on or by any governmental or regulatory body which the Company anticipates it will be unable to comply with without having a material adverse effect on its business;

- (u) the Company is the beneficial owner of or has the right to acquire the interests in the business, properties and assets as disclosed in the Public Record, and has good and marketable title thereto free and clear of any and all liens, charges, pledges, security interests and other claims, demands and encumbrances of any nature or kind whatsoever except as disclosed in the Public Record, and any and all agreements pursuant to which the Company holds or will hold any such interest in such business, properties or assets have been duly authorized, executed and delivered by the parties thereto, are legal, valid and binding obligations of the parties thereto enforceable in accordance with their respective terms and are in good standing in all material respects according to their terms, and any and all such business, properties and assets are not in default of and are in good standing in all material respects under the applicable statutes and regulations of the jurisdictions in which they are situated;
- (v) the Company is not a party to any material contracts other than as disclosed in the Prospectus, and each of the material contracts disclosed in the Prospectus to which the Company is a party has been duly authorized, executed and delivered by the Company and is a legal, valid and binding obligation of the Company enforceable in accordance with their respective terms, and is in good standing in all material respects according to their respective terms;
- (w) no actions, suits, inquiries, investigations or other proceedings exist or are pending or, to the knowledge of the Company or its directors and officers, are contemplated or threatened to which any of the Company, its directors or its officers is a party or is subject, or to which the property of the Company is subject that would result individually or in the aggregate in (i) any material adverse change in or have a material adverse effect on (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) the business, operations, affairs, prospects, condition, capital or control of the Company; (ii) requiring an amendment to the Prospectus or the Transaction Agreements; or (iii) materially impairing the ability of the Company to consummate the transactions contemplated by the Transaction Agreements or duly performing and observing its covenants and obligations under the Transaction Agreements;
- (x) since inception, the Company has not entered into a transaction material in nature to the Company other than as disclosed in the Public Record, and if required by law or generally accepted accounting standards, all of the material transactions of the Company have been promptly and properly recorded or filed in or with its respective books and records;
- (y) the Company maintains 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 applicable laws and to maintain asset accountability; (iii) access to financial assets 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;
- (z) the audited financial statements of the Company and the interim financial statements of the Company, if any, delivered to the Agent and included in the Preliminary Prospectus and the Prospectus (collectively the "**Financial Statements**") are complete and accurate in all material respects, and present fairly, in all material respects, the financial position of the Company as at the dates set out therein and the results of its operations and the changes in

its financial position for the periods then ended, and are prepared in accordance with the International Financial Reporting Standards, consistently applied throughout the periods covered thereby;

- (aa) the auditors of the Company who have audited the annual financial statements of the Company, including the annual financial statements comprising the Financial Statements, and deliver their report with respect thereto, are and will be independent public accountants;
- (bb) except as disclosed in the Public Record, subsequent to the respective dates as of which information is given therein, the Company has not incurred or accrued any material liabilities or obligations (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) or entered into any transaction not in the ordinary course of the business;
- (cc) except as disclosed in the Prospectus, subsequent to the respective dates as of which information is given therein, there has been no material change in or affecting, nor any material facts, transactions, events or occurrences, which could have a material effect on (actual, anticipated, threatened, proposed or prospective, whether financial or otherwise) the assets, properties, liabilities, obligations, business, affairs, results of operations or financial position (absolute, accrued, contingent or otherwise) or the capital or control of the Company;
- (dd) at the time of the IPO Closing, the Company will not have, directly or indirectly, declared or paid any dividend or declared or made any other distribution on any of its common shares or securities of any class, or, directly or indirectly, redeemed, purchased or otherwise acquired any of its common shares or securities or agreed to do any of the foregoing;
- (ee) there is not, in the constating documents or the articles of the Company or in any agreement, mortgage, note, debenture, indenture or other agreement, instrument or document to which the Company is a party, any restriction upon or impediment to the declaration or payment of dividends by the directors of the Company or the payment of dividends by the Company to the holders of its common shares;
- (ff) the Company has filed, and, at the time of the IPO Closing, the Company will have filed, all tax returns and reports required to be filed, and paid all such taxes and related charges of any kind whatsoever due and payable or established on its books and records reserves that are adequate for the payment of all such taxes and related charges of any kind whatsoever not yet due and payable, and there are no liens for taxes on the assets of the Company; there are no audits known by the Company's management to be pending on the tax returns of the Company (whether federal, provincial, local or foreign), and there are no claims which have been or, to the knowledge of the Company, may be asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any government agency of any deficiency that would have a material adverse effect (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) on the assets, properties, liabilities, obligations, business, operations, affairs, prospects, results of operations or financial position (absolute, accrued, contingent or otherwise), or the capital or control of the Company;
- (gg) none of the Canada Revenue Agency, the Internal Revenue Service of the United States nor any other taxation authority in any jurisdiction has asserted or, to the best of the

Company's knowledge, threatened to assert any assessment, claim or liability for taxes due or to become due in connection with any review or examination of the tax returns of the Company filed for any year which would have a material adverse effect (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) on the assets, properties, liabilities, obligations, business, operations, affairs, prospects or financial condition (absolute, accrued, contingent or otherwise) or the financial position or results of operations of the Company;

- (hh) all filings made by the Company under which it has received or is entitled to government loans or incentives have been made in accordance with, in all material respects, applicable legislation and contain no misrepresentations of a material fact or omit to state any material fact which could cause any amount previously paid to the Company or previously accrued on the accounts thereof to be recovered or disallowed;
- (ii) the Company holds either registered or freehold title or other conventional property, proprietary or contractual interests or rights which are recognized in the jurisdiction in which a particular property is located, in respect of the mineral, metals or ore bodies located on the properties in which the Company has an interest, and:
 - (i) such are held under valid, subsisting and enforceable title documents or other recognized and enforceable agreements or instruments, sufficient to permit the Company to explore for and develop the minerals, metals or ore bodies;
 - (ii) all such property, leases or claims or other interests or rights have been validly located and recorded in accordance with all applicable laws and are valid and subsisting; and
 - (iii) other than as disclosed in the Prospectus, each of the proprietary interests or rights and each of the agreements, instruments and other documents relating thereto referred to above is currently in good standing in the name of the Company;
- (jj) the Company does not have any interest in any material properties other than the Double Mer Uranium Property and the Legacy Lithium Property, as described in the Prospectus;
- (kk) the business and properties of the Company are in compliance in all material respects with all Environmental Laws and there are no facts known after due enquiry by the Company which could give rise to a notice of non-compliance with or could result in a default under any Environmental Laws; and for purposes hereof, the term "**Environmental Laws**" means all applicable laws, rules, regulations, policies, judgments, decrees, orders or other instruments relating to environmental or occupational health and safety matters in effect as at the date hereof including, without limitation, those pertaining to reporting, licensing, permitting, remediation, clean-up and investigation in connection with any release or threatened release of a Contaminant or relating to the manufacture, processing, storage, handling, distribution, transportation, investigation and remediation and the like of a Contaminant, and for purposes hereof, the term "**Contaminant**" means any substance or material that is prohibited, controlled or regulated by any governmental authority including, without limitation, any contaminants, pollutants, petroleum or its derivatives, by-products or other hydrocarbons, dangerous substances or goods, asbestos, toxic or hazardous substances or materials, controlled products, wastes involving hazardous wastes and any other materials that are by their nature hazardous, either in fact or as defined in or pursuant to any Environmental Laws;

- (ll) no person has taken or, to the best of the Company's knowledge, has threatened or is in contemplation of, any action which would in any way prevent, limit, restrict or cause interference with any mineral exploration and development work which the Company currently proposes to carry out on its properties;
- (mm) no labour dispute or problem with the employees of the Company exists or, to the knowledge of the Company, is threatened or imminent, and the Company is not aware of any existing or imminent labour disturbance by the employees of any of its principal suppliers, customers or contractors that could have a material adverse effect (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) on the assets, properties, liabilities, obligations, business, operations, affairs, prospects, results of operations or condition (financial or otherwise), or capital or control of the Company, whether or not arising from transactions in the ordinary course of business;
- (nn) as at the respective dates on which (i) the certificate page of the Preliminary Prospectus and the Prospectus were executed by the Agent, (ii) the Preliminary Prospectus and the Prospectus were filed with the securities regulatory authorities of the IPO Jurisdictions, and (iii) the Preliminary Prospectus and the Prospectus were delivered to Purchasers, the Preliminary Prospectus and the Prospectus, as the case may be, fully complied with requirements of the Applicable Securities Laws, provided full, true and plain disclosure of all material facts relating to the Company in accordance with the Applicable Securities Laws and did not contain any misrepresentation or any untrue, false or misleading statement of a material fact or omit to state any material fact required to be stated therein or necessary in order to make the statements therein, in light of the circumstances in which they were made, not untrue, false or misleading;
- (oo) the Company has taken or will take all steps as may be necessary to fully comply with the requirements of corporate laws and securities laws, including but not limited to the Applicable Securities Laws, in relation to all matters relating to the IPO, the Preliminary Prospectus, the Prospectus, the offer, sale, issue, delivery and trading of its securities generally, and the Securities in particular, and the Transaction Agreements, and the Company is entitled to avail itself of the applicable prospectus and registration exemptions available under the Applicable Securities Laws in respect of the distribution of any Agent's Warrant Shares;
- (pp) there is no current or pending, or to the best of the Company's knowledge, contemplated or threatened order, ruling or other determination by any securities commission, stock exchange or similar regulatory authority or any other competent authority having the effect of ceasing, suspending, prohibiting or preventing the trading of any securities of the Company, of any trading by any one or more directors, officers, other insiders or promoters of the Company, or the creation, offer, sale issuance or delivery of any securities by the Company, of the use of the Preliminary Prospectus or Prospectus, and there is no current or pending, or to the Company's knowledge, contemplated or threatened action, suit, inquiry, investigation or other proceedings for this purpose, and there is, to the best of the Company's knowledge, no grounds therefor;
- (qq) there is no current or pending, or to the best of the Company's knowledge, contemplated or threatened action, suit, inquiry, investigation or other proceeding by any securities commission, stock exchange or similar regulatory authority or any other competent authority relating to the Company or, to the best of the Company's knowledge after due inquiry, its directors, officers, other insiders or promoters;

- (rr) other than the Agent and its Sub-Agents, there is no person, firm or corporation acting or purporting to act at the request of the Company who is entitled to any brokerage or finder's fee in connection with the transactions contemplated herein, and in the event that any person, firm or corporation acting or purporting to act for the Company establishes a claim for any such fee from the Agent, the Company covenants to indemnify and hold harmless the Agent with respect thereto and with respect to all costs reasonably incurred in defence thereof;
- (ss) the minute books of the Company as provided to counsel to the Agent are complete and accurate and contain the complete and accurate minutes of all meetings and all resolutions of the directors and shareholders thereof;
- (tt) all material facts relating to the Company and its assets, properties, liabilities, obligations, business, operations, affairs, prospects or condition (financial or otherwise) or its capital or control, have been fully disclosed to the Agent and its counsel, and any information provided by the Company to the Agent and its counsel was complete and accurate and did not contain any misrepresentation or untrue statement of material fact or omit to state a material fact necessary in order to make such information not false or misleading in the circumstances in which it was made, and in the aggregate constitutes full, plain and true disclosure relating to the Company and the Securities;
- (uu) the directors and senior officers of the Company will have reviewed, and the directors of the Company will have duly approved, the Transaction Agreements, the Preliminary Prospectus and the Prospectus at the respective times each is filed with the securities regulators, and the directors of the Company will have duly approved the Agent's use and distribution of same in connection with the IPO;
- (vv) except as disclosed in the Public Record, to the knowledge of the Company after due enquiry, none of the directors, officers or shareholders of the Company or any of its associates or affiliates, and none of the advisors to the Company, has had any material interest, direct or indirect, in any continuing or existing material transaction or has any material interest, direct or indirect, in any proposed material transaction which, as the case may be, materially affected, is material to or will materially affect the Company; and
- (ww) the Company does not own or have an interest in any assets material to the Company other than as disclosed in the Public Record;
- (xx) except as a result of (i) any agreement, arrangement, undertaking or understanding to which the Company is not a party and of which it has no knowledge after due inquiry or (ii) any agreement, arrangement, undertaking or understanding in respect of a Follow-On Transaction, upon issue, the FT Shares and FT Warrants will be "flow-through shares" as defined in 66(15) of the Tax Act and not "prescribed shares" or "prescribed rights" within the meaning of section 6202.1 of the regulations to the Tax Act;
- (yy) the Company is (or will be at the relevant times), and at all material times will remain, a "principal-business corporation" as defined in subsection 66(15) of the Tax Act;
- (zz) the Company has no reason to believe that it will be unable to incur (or be deemed to incur), on or after the date of issuance of the FT Units and on or before the Termination Date or that it will be unable to renounce to the FT Purchasers (with an effective date not later than December 31, 2024 provided the FT Purchasers and any principal/beneficial FT Purchaser

for whom a FT Purchaser is acting, and, if a FT Purchaser or principal/beneficial FT Purchaser is a partnership, each partner thereof, deals at arm's length with the Company at all relevant times and provided the FT Subscription Amount has been paid in full in 2024) Resource Expenses in an amount equal to the FT Subscription Amount and the Company has no reason to expect any reduction of such amount by virtue of subsection 66(12.73) of the Tax Act;

- (aaa) the Company understands and acknowledges that the Agent is not responsible for any representations and warranties made and deemed to be made by the FT Purchasers in the FT Subscription Agreements; and
- (bbb) the incurring and renunciation of Resource Expenses to the FT Purchasers pursuant to the FT Subscription Agreements, does not and will not constitute a breach of or default under the constating documents of the Company or any law, regulation, order or ruling applicable to the Company or any agreement, contract or indenture to which the Company is a party or by which it is bound.

5.2 The representations and warranties of the Company contained in this Agreement shall be true and correct at the time of the IPO Closing as though they were repeated and made thereat.

6. Covenants of the Company

6.1 The Company covenants with the Agent and the Purchasers, as covenants that are intended to be contractually enforceable by the Agent and the Purchasers or any one or more of them against the Company, through the assignment of the benefits hereof by the Agent to the Purchasers or otherwise notwithstanding that the Purchasers are not parties to this Agreement, that the Company shall:

- (a) allow the Agent and its counsel to conduct, and will otherwise cooperate with and facilitate the conduct of, all due diligence investigations in connection with the IPO, the Preliminary Prospectus and the Prospectus, the assets, properties, liabilities, obligations, business, operations, affairs, prospects and condition of the Company and the Company's insiders and promoters, which the Agent may require or deem advisable;
- (b) timely file the Preliminary Prospectus and the Prospectus with, and use its best efforts to obtain receipts for the Preliminary Prospectus and the Prospectus from each of the securities regulatory authorities of the IPO Jurisdictions as soon as practicable, and notify the Agent in writing promptly upon obtaining such receipts;
- (c) if any event or circumstances occur which result in the Preliminary Prospectus, the Prospectus or any Amendment containing any untrue statement of a material fact or omitting to state any material fact necessary to make the statements therein in the light of the circumstances under which they were made not misleading, or if it shall be necessary to amend or supplement the Prospectus to comply with the Applicable Securities Laws:
 - (i) promptly notify the Agent of any such event; and
 - (ii) prepare and file an Amendment which will correct such statement or omission or effect full compliance with the Applicable Securities Laws;

- (d) supply the Agent, without charge, with as many copies of the Preliminary Prospectus, the Prospectus and any Amendment as it may reasonably request, promptly upon and in any event within three business days after such request, and such delivery shall constitute:
 - (i) the Company's authorization and consent to the Agent and any Sub-Agents to use the Preliminary Prospectus, the Prospectus and any Amendment in connection with the distribution of the IPO Units; and
 - (ii) the Company's representation and warranty to the Agent and any Sub-Agents that the Preliminary Prospectus, the Prospectus and any Amendment at the time of its filing and delivery to the Agent or Sub-Agents complied with the requirements of Applicable Securities Laws and that all statements and information contained therein contain no misrepresentation (except information provided by and relating solely to the Agent or Sub-Agents) and constitute full, true and plain disclosure of all material facts relating to the Company, the IPO and the Securities;
- (e) prior to the filing of the Preliminary Prospectus, the Prospectus and any Amendment, allow the Agent and its counsel to participate fully in the preparation and finalization of such documents and any amendments to them, and shall ensure that the form and substance of the Preliminary Prospectus, the Prospectus and any Amendment shall be satisfactory to the Agent and its counsel, acting reasonably;
- (f) prior to the Agent signing the certificate page of the Prospectus and any Amendment and upon the request of the Agent, deliver to the Agent an officers' certificate in form and content satisfactory to the Agent, dated the date of the Prospectus or any Amendment as the case may be, addressed to the Agent and signed by the Chief Executive Officer and the Chief Financial Officer, certifying to the effect that:
 - (i) each such officer has carefully examined the Prospectus or the Amendment, as the case may be;
 - (ii) each such document, and in the case of an Amendment, the document(s) which it amends, contains full, true and plain disclosure of all material facts in relation to the Company, the IPO and the Securities; and
 - (iii) since the respective dates as of which information is given therein:
 - (A) the Company has not incurred any material liabilities or obligations (absolute, accrued or contingent, whether financial or otherwise) or entered into any transaction not in the ordinary course of business;
 - (B) there has been no material change (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) in or affecting the assets, liabilities, obligations, business, operations, affairs, prospects, results of operations or financial condition (absolute, accrued, contingent or otherwise), or the capital or control of the Company;
 - (C) there is no current or pending, or to the best of the officers' knowledge, contemplated or threatened, action, suit, investigation inquiry or other proceeding to which the Company is subject or to which the property of the Company is subject that would result in any material adverse change

in or have a material adverse effect on (actual, anticipated, threatened, proposed or prospective, whether financial or otherwise), the assets, liabilities, obligations, position, business, operations, affairs, prospects, results of operations or financial condition (absolute, accrued, contingent or otherwise), or the capital or control of the Company; and

- (D) to the best of the officers' knowledge, no event has occurred and there exists no state of facts that is required, under the Applicable Securities Laws or the terms of this Agreement to be set forth in an Amendment that has not been so set forth;
- (g) prior to the filing of the fully executed Prospectus, cause the Company's auditors to deliver to the Agent and its counsel a comfort letter in form and content satisfactory to the Agent acting reasonably, dated the date of the Prospectus and addressed to the Agent and signed by the auditor verifying the financial information and accounting data, and the accuracy of the financial, accounting, numerical and certain other information disclosed in the Prospectus; and such comfort letter shall also be delivered to the Agent with respect to any Amendment where the financial information and accounting data have changed;
- (h) prior to the filing of the fully executed Prospectus, cause the Company's qualified person(s) to deliver to the Agent and its counsel a comfort letter in form and content satisfactory to the Agent acting reasonably, dated the date of the Prospectus and addressed to the Agent and signed by the qualified person(s), of any technical reports referred to in the Prospectus, relating to the accuracy of the information relating to the Company's mineral properties disclosed in the Prospectus; and such comfort letter shall also be delivered to the Agent and its counsel with respect to any Amendment where the foregoing information has changed;
- (i) at the time of the IPO Closing:
 - (i) deliver to the Agent an officers' certificate in form and content satisfactory to the Agent, dated the date of the IPO Closing, addressed to the Agent and signed by the Chief Executive Officer and the Chief Financial Officer, to the effect that:
 - (A) all of the representations and warranties of the Company in the Agreement, and any agreements, instruments, certificates or other documents delivered by it pursuant or supplemental thereto are true and correct and not misleading in any respects as of the time of the IPO Closing, with the same force and effect as if made as at the IPO Closing;
 - (B) all of the covenants and conditions of the Company in the Agreement, and any agreements, instruments, certificates or other documents delivered by it pursuant or supplemental thereto to be fulfilled and observed prior to the time of the IPO Closing, have been fulfilled and observed as at the IPO Closing;
 - (C) as of the IPO Closing, the Prospectus provides full, true and plain disclosure of all material facts relating to the Company, the IPO and the Securities in accordance with the Applicable Securities Laws, and does not contain any misrepresentation or any untrue, false or misleading statement of a material fact or omit to state any material fact necessary to

make the statements therein, in the light of the circumstances in which they were made, not untrue, false or misleading;

- (D) there is no current or pending, or to the best of the officers' knowledge, contemplated or threatened, action, suit, inquiry, investigation or other proceeding to which the Company is subject or to which the property of the Company is subject that would result individually or in the aggregate in any material adverse change in or have a material adverse affect on (actual, anticipated, threatened, proposed or prospective, whether financial or otherwise), the assets, properties, liabilities, obligations, business, operations, affairs, prospects, results of operations or financial condition (absolute, accrued, contingent or otherwise), or the capital or control of the Company, or on the Prospectus, the Transaction Agreements and any action taken or to be taken thereunder;
- (E) there is no inquiry or other investigation or proceeding regarding the Company or its directors, officers or promoters, including but not limited to a review of the Public Record, being instituted or pending or, to the knowledge of the Company, contemplated or threatened, by the Exchange or any regulatory authority having jurisdiction;
- (F) there is no current or pending, or to the best of the Company's knowledge, contemplated or threatened, order, ruling, decree or other determination or judgment having the effect of:
 - (1) ceasing, halting or suspending trading in any securities of the Company,
 - (2) ceasing, halting or suspending trading in any securities by any one or more directors, officers or promoters of the Company; or
 - (3) prohibiting the offer, sale, issue or delivery of the Securities, and there is no current or pending, or to the best of the Company's knowledge, contemplated or threatened, action, suit, inquiry or proceeding for this purpose, and there is, to the best of the Company's knowledge, no grounds therefor;
- (G) in addition, with respect to the officers' certificate for the IPO Closing, since the respective dates as of which information is given in the Prospectus and any Amendment:
 - (1) the Company has not incurred or accrued any material liabilities or obligations (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) or entered into any transaction not in the ordinary course of the business,
 - (2) there has been no material change (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) in or affecting the assets, liabilities, obligations, results of operations or financial position, business, operations, affairs, prospects, condition, capital or control of the Company, or

- (3) to the best of the officers' knowledge and information, no event has occurred and there exists no state of facts that is required, under the Applicable Securities Laws or the terms of this Agreement to be set forth in an Amendment that has not been so set forth, and further addressing such other matters as the Agent may reasonably request;
- (H) the Company is a "reporting issuer" not in default under the securities laws of the Reporting Jurisdictions and no material change relating to the Company has occurred with respect to which the requisite material change statement has not been filed unless the Offering contemplated hereby constitutes a material change and no disclosure of any material change has been made on a confidential basis; and
- (I) the Public Record does not contain a "misrepresentation" as defined in the applicable securities legislation of the Reporting Jurisdictions as at the date of such filing;
- (ii) cause the Company's counsel to deliver to the Agent a favourable legal opinion or opinions in respect of all matters relating to the Company, the Securities, the IPO, the Prospectus, the Transaction Agreements and the Listing as the Agent may reasonably request, in form and content satisfactory to the Agent and such legal counsel, acting reasonably, signed by such legal counsel, dated the date of the IPO Closing and addressed to the Agent, its counsel and the Purchasers; and
- (iii) deliver such other confirmations, certificates, instruments and other documents as the Agent or its counsel may reasonably request, including but not limited to, a title opinion in respect of any material properties of the Company, a tax opinion with respect to the tax matters set forth in the Prospectus and "bring down" certificates of the Company's qualified person(s) and its auditor;
- (j) as soon as practicable, apply for and obtain the Listing and have the common shares of the Company, including the Shares, the Warrant Shares, the Agent's Unit Shares and the Agent's Unit Warrant Shares, listed or approved for listing, as the case may be, on the Exchange forthwith following the IPO Closing or otherwise on such terms and conditions as may be satisfactory to the Agent, and in any event submit all required documentation and perform such other actions as may be necessary or desirable to have such common shares listed on the Exchange within 14 days following the IPO Closing (or, if multiple closings, following the first such IPO Closing), and also notify the Agent in writing forthwith upon obtaining such Listing;
- (k) duly, punctually and faithfully fulfill all legal requirements to permit the creation, offering, sale and issuance of the Securities, the preparation, execution and delivery of the Preliminary Prospectus and the Prospectus, and the entering into, execution and delivery of the Transaction Agreements, including, without limitation, compliance with all corporate requirements and Applicable Securities Laws to enable the IPO Units and the Agent's Warrants to be distributed pursuant to the Prospectus and in accordance with this Agreement, so that the Securities will constitute lawfully issued and outstanding and fully paid and non-assessable securities of the Company, and so that the Transaction Agreements are enforceable against the Company in accordance with their terms and the Company can lawfully satisfy its obligations under the Transaction Agreements;

- (l) ensure that, at the IPO Closing:
 - (i) the Shares, the Warrants and the Agent's Warrants will be duly and validly authorized, created and issued;
 - (ii) the Shares when issued will be fully paid and non-assessable securities upon receipt of full payment for the IPO Units;
 - (iii) the Warrant Shares will be duly and validly reserved for issuance upon exercise of the Warrants and duly and validly authorized and issued as fully paid and non-assessable securities when issued upon exercise of the Warrants in accordance with the provisions of the Warrant Indenture and, if applicable, the Warrant Certificates, and ensure that at all times following the IPO Closing until the exercise or expiry of all of the Warrants, the Company has a sufficient number of common shares reserved and available for issuance to satisfy its obligations under the Warrant Indenture;
 - (iv) the Agent's Unit Shares will be duly and validly reserved for issuance upon exercise of the Agent's Warrants, and duly and validly authorized and issued as fully paid and non-assessable securities when issued upon exercise of the Agent's Warrants in accordance with the provisions of the Agent's Warrant Certificate(s), and ensure that at all times following the IPO Closing until the exercise or expiry of all of the Agent's Warrants, the Company has a sufficient number of common shares reserved and available for issuance to satisfy its obligations under the Agent's Warrant Certificate(s);
 - (v) the Agent's Unit Warrants will be duly and validly authorized and created for issuance upon exercise of the Agent's Warrants in accordance with the provisions of the Agent's Warrant Certificate(s);
 - (vi) the Agent's Unit Warrant Shares will be duly and validly reserved for issuance upon exercise of the Agent's Unit Warrants and duly and validly authorized and issued as fully paid and non-assessable securities when issued upon exercise of the Agent's Unit Warrants in accordance with the provisions of the certificate(s) representing the Agent's Unit Warrants; and
 - (vii) at all times following the IPO Closing until the exercise or expiry of all of the Agent's Unit Warrants, the Company has a sufficient number of common shares reserved and available for issuance to satisfy its obligations under the certificates representing the Agent's Unit Warrants;
- (m) duly, punctually and faithfully file with the securities regulatory authorities of the IPO Jurisdictions and the Exchange in respect of the IPO all required documents and filing fees and do all such acts and things required by the rules, policies or discretion thereof in order to obtain the approval for the IPO, the Preliminary Prospectus and the Prospectus, and the Listing, all on such terms and conditions as may be mutually acceptable to the Company and the Agent, acting reasonably;
- (n) ensure that the creation, offer, sale and issuance of the Securities will fully comply with the requirements of the Applicable Securities Laws, including but not limited to the conduct of the IPO, the preparation and filing of the Prospectus and the preparation, filing

and payment of filing fees for, within the required time periods, all notices, forms, reports and filings in connection with the IPO to be made after the IPO Closing as the case may be;

- (o) during the period commencing on the date hereof and ending on the conclusion of the distribution of the IPO Units to the public, promptly inform the Agent of:
 - (i) any material change (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) in or affecting the assets, liabilities, obligations, business, operations, affairs, prospects, results of operations or financial position (absolute, accrued, contingent or otherwise), or capital or control of the Company, provided that if the Company is uncertain as to whether a change, occurrence or event of the nature referred to in this paragraph has occurred, the Company shall promptly inform the Agent of the full particulars of the change, occurrence or event giving rise to the uncertainty and shall consult with the Agent as to whether the occurrence is of such nature, and thereafter, the Company shall promptly file such new or correcting information or amendments, and other documents as circumstances may require and deliver to the Agent as many copies of such information, amendments and other documents as the Agent may reasonably request;
 - (ii) any change of any nature that would result in the Preliminary Prospectus, the Prospectus or any Amendment containing a misrepresentation, or which would result in any of such documents not complying with the Applicable Securities Laws;
 - (iii) any material change (actual, anticipated, threatened, proposed or prospective, whether financial or otherwise) in or affecting any of the representations and warranties of the Company made in this Agreement;
 - (iv) any communication to or from any securities commission, stock exchange, or similar regulatory authority or by any other competent authority relating to the Public Record or to the distribution of any of the Securities (including without limitation in relation to the Preliminary Prospectus and the Prospectus), or any request for information or action, and provide a copy thereof to the Agent;
 - (v) any request of any securities commission, stock exchange or similar regulatory authority or by any other competent authority for any information relating to the Company or its directors, officers, insiders or promoters; and provide a copy thereof to the Agent; or
 - (vi) the issuance by a securities commission, stock exchange or similar regulatory authority or by any other competent authority of any order to cease or suspend trading of any securities of the Company or of the institution or threat of institution of any proceedings for that purpose;
- (p) during the period commencing on the date hereof and ending on the conclusion of the distribution of the IPO Units to the public (or such longer period as may be specified in the respective representation, warrant, covenant or condition), do all such acts and things required to ensure that:

- (i) all of the representations and warranties of the Company contained in this Agreement and any agreements, instruments, certificates or other documents delivered by it pursuant hereto or supplemental hereto remain true and correct at all times;
- (ii) all of the covenants and conditions to be satisfied and observed by the Company contained in this Agreement, and any agreements, instruments, certificates or other documents delivered by it pursuant hereto or supplemental hereto are satisfied and observed as soon as is practicable and thereafter remain satisfied and observed at all times; and
- (iii) all of the closing conditions in this Agreement for the benefit of the Agent are met and remain satisfied, and otherwise refrain from doing all such acts and things that would result in any of the foregoing representations and warranties being untrue or incorrect, covenants and conditions being unsatisfied or unobserved or closing conditions being unmet;
- (q) both before and after the IPO Closing, duly, punctually and faithfully comply with the requirements of the Applicable Securities Laws and use commercially reasonable best efforts to maintain its status as a “reporting issuer” not in default in the IPO Jurisdictions (and in any jurisdictions that it may subsequently become a “reporting issuer”) until the exercise or expiry of the last of the Agent’s Warrants and two years thereafter; and
- (r) both before and after the IPO Closing, duly, punctually and faithfully comply with the rules, regulations, policies, discretionary decisions and other requirements of the Exchange, and use commercially reasonable best efforts to maintain the Listing until the exercise or expiry of the last of the Agent’s Warrants or the Agent’s Unit Warrants and two years thereafter;
- (s) ensure that the proceeds of the IPO received by the Company are used for the purposes and in the manner set forth in the Prospectus;
- (t) save and except as disclosed in the Prospectus, not settle any debt or other obligation owing by the Company to its insiders or their associates and affiliates (including but not limited to any interest thereon), as of the date of the IPO Closing, with any proceeds of the IPO;
- (u) incur (or be deemed to incur) Resource Expenses in an amount equal to the FT Subscription Amount on or after the date of issuance of the FT Units and on or before the Termination Date in accordance with the FT Subscription Agreements and agrees to renounce to the FT Purchasers within the time limits under the Tax Act (and with an effective date not later than December 31, 2024 provided the FT Purchasers and any principal/beneficial FT Purchaser for whom a FT Purchaser is acting, and, if a FT Purchaser or principal/beneficial FT Purchaser is a partnership, each partner thereof, deals at arm’s length with the Company at all relevant times and provided the FT Subscription Amount has been paid in full in 2024) pursuant to subsection 66(12.6) of the Tax Act and, in respect of Resource Expenses incurred (or deemed to be incurred) by the Company in 2025, pursuant to subsections 66(12.6) and 66(12.66) of the Tax Act, Resource Expenses in an amount equal to the FT Subscription Amount;
- (v) deliver to the FT Purchasers, within the time period prescribed by the Tax Act, the relevant Prescribed Forms, fully completed and executed, renouncing to the FT Purchasers

Resource Expenses in an amount equal to the FT Subscription Amount (with an effective date not later than December 31, 2024 provided the FT Purchasers and any principal/beneficial FT Purchaser for whom a FT Purchaser is acting, and, if a FT Purchaser or principal/beneficial FT Purchaser is a partnership, each partner thereof, deals at arm's length with the Company at all relevant times and provided the FT Subscription Amount has been paid in full in 2024) such delivery constituting the authorization of the Company to the FT Purchasers to file such Prescribed Forms with the relevant taxation authorities;

- (w) ensure that the expenditures to be renounced by the Company to the FT Purchasers:
 - (i) will constitute Resource Expenses on the effective date of the renunciation;
 - (ii) will not include any amount that has previously been renounced by the Company to the FT Purchasers or to any other person;
 - (iii) would be deductible by the Company in computing its income for the purposes of Part I of the Tax Act but for the renunciation to the FT Purchasers; and
 - (iv) will not be subject to any reduction under subsection 66(12.73) of the Tax Act unless required under the Tax Act;
- (x) not reduce the amount renounced to the FT Purchasers unless required to do so under the Tax Act;
- (y) if the Company receives, or becomes entitled to receive, any government assistance which is described in paragraph (a) of the definition of "excluded obligation" in subsection 6202.1(5) of the regulations made under the Tax Act and the receipt of or entitlement to receive such government assistance has or will have the effect of reducing the amount of CEE validly renounced to the FT Purchasers hereunder to less than FT Subscription Amount, the Company shall incur additional Resource Expenses sufficient to renounce Resource Expenses in an amount equal to the FT Subscription Amount to the FT Purchasers;
- (z) use an amount equal to the FT Subscription Amount in its Program;
- (aa) file with the Canada Revenue Agency within the time prescribed by subsection 66(12.68) of the Tax Act the forms prescribed for the purposes of such legislation together with a copy of each FT Subscription Agreements and any "selling instrument" contemplated by such legislation or by the FT Subscription Agreements and shall forthwith following such filings provide to the FT Purchasers a copy of such forms certified by two officers of the Company;
- (bb) file with the Canada Revenue Agency the Prescribed Forms on or before the last day of the first month after the month in which any renunciation of CEE is made pursuant to the FT Subscription Agreements;
- (cc) incur (or be deemed to incur) and renounce Resource Expenses pursuant to the FT Subscription Agreements and all other agreements with other parties providing for the issue of FT Shares under the Offering (collectively, the "**Other Agreements**") pro rata by the number of FT Shares to be issued pursuant thereto before incurring and renouncing Resource Expenses pursuant to any other agreement which the Company may subsequently

enter into with any party with respect to the issue of flow-through shares. If the Company is required under the Tax Act to reduce Resource Expenses previously renounced to the FT Purchasers, unless the FT Purchasers otherwise agree, the reduction shall be made pro rata by the number of FT Shares to be issued pursuant to the FT Subscription Agreements and the Other Agreements but the Company shall not reduce Resource Expenses renounced to the FT Purchasers under the FT Subscription Agreements until it has first reduced to the extent possible all CEE renounced to parties other than the FT Purchaser and the subscribers under the Other Agreements;

- (dd) if the Company amalgamates or otherwise merges with any one or more companies, cause any shares issued to or held by the FT Purchasers as a replacement for the FT Shares as a result of such amalgamation or merger to qualify, by virtue of subsection 87(4.4) and 87(9)(a.21) of the Tax Act, as “flow-through shares” as described in subsection 66(15) of the Tax Act and, in particular, such shares will not be “prescribed shares” as defined in section 6202.1 of the regulations to the Tax Act;
- (ee) maintain proper, complete and accurate accounting books and records relating to the Resource Expenses, retain all such books and records as may be required to support the renunciation of Resource Expenses and, upon reasonable notice, make such books and records available for inspection and audit by or on behalf of the FT Purchasers, at such FT Purchaser’s sole expense;
- (ff) not enter into any other agreement which would prevent or restrict its ability to renounce Resource Expenses to the FT Purchasers in the amount of the FT Subscription Amount;
- (gg) upon the Company becoming aware that an amount purportedly renounced pursuant to the FT Subscription Agreements exceeds the amount that it is entitled to renounce under the Tax Act, notify the FT Purchasers and comply with subsection 66(12.73) of the Tax Act, including the filing with the Canada Revenue Agency, a copy of which will be sent concurrently to the FT Purchasers; and
- (hh) if the Company does not renounce to the FT Purchasers Resource Expenses equal to the FT Subscription Amount effective on or before December 31, 2024, and provided the FT Purchasers are not in breach of any of representations under the relevant FT Subscription Agreement which would prevent the renunciation of such expenses, the Company shall indemnify and hold harmless the FT Purchasers and each of the partners thereof if such FT Purchaser is a partnership or a limited partnership (for the purposes of this paragraph each an “**Indemnified Person**”) as to, and pay in settlement thereof to the Indemnified Person on or before the twentieth business day following the March 31, 2025, an amount equal to the amount of any tax (within the meaning of paragraph (c) of subsection 6202.1(5) of the regulations to the Tax Act) payable under the Tax Act (and under any corresponding provincial legislation) by any Indemnified Person as a consequence of such failure. In the event that the Canada Revenue Agency reduces the amount renounced by the Company to the FT Purchasers pursuant to subsection 66(12.73) of the Tax Act, the Company shall indemnify and hold harmless each Indemnified Person as to, and pay in settlement thereof to the Indemnified Person on or before the twentieth business day following the receipt by an Indemnified Person, of a notice of assessment or reassessment issued by the Canada Revenue Agency (or any applicable tax authority), an amount equal to the amount of any tax (within the meaning of paragraph (c) of subsection 6202.1(5) of the regulations to the Tax Act) payable under the Tax Act (and under any corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction. This indemnity is in

addition to and not in derogation of any other recourse, rights or remedies the FT Purchasers may have against the Company. For certainty, this indemnity shall have no force or effect and the FT Purchasers shall not have any recourse or rights of action to the extent that such indemnity, recourse or rights of action would otherwise cause the FT Shares or FT Warrants to be “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act. To the extent that any person entitled to be indemnified hereunder is a disclosed principal, the FT Purchaser shall obtain and hold the rights and benefits of this indemnity in trust for, and on behalf of, such person and such person (or the FT Purchaser on such person’s behalf) shall be entitled to enforce the provisions of this Agreement notwithstanding that such person is not a party to this indemnity.

7. Representations and Warranties of the Agent

7.1 The Agent represents and warrants to the Company, and acknowledges that the Company is relying on such representations and warranties in entering into this Agreement, that it:

- (a) holds all registrations, licenses and permits that are required for carrying on its business in the manner in which such business is being carried on and as contemplated hereby and is duly qualified to carry on business in the IPO Jurisdictions;
- (b) has good and sufficient right and authority to enter into this Agreement and complete its transactions contemplated under this Agreement on the terms and conditions set forth herein; and
- (c) is, and will remain until the completion of the IPO, appropriately registered under the Applicable Securities Laws in the IPO Jurisdictions so as to permit it to lawfully fulfill its obligations hereunder and the Agent is, and will remain until the completion of the IPO, a participating organization of the Exchange in good standing.

7.2 The representations and warranties of the Agent contained in this Agreement shall be true and correct at the time of the IPO Closing as though they were made at the IPO Closing.

8. Covenants of the Agent

8.1 The Agent covenants with the Company that it shall:

- (a) conduct its activities in connection with the distribution of the IPO Units in compliance with the Applicable Securities Laws and fulfil all legal requirements to be fulfilled by it to act as the Company’s agent in undertaking the IPO in the IPO Jurisdictions;
- (b) in respect of the IPO, not solicit or conduct selling efforts in any jurisdiction other than the IPO Jurisdictions;
- (c) use its best efforts to obtain subscriptions for the IPO Units, and cause the Purchasers to complete any forms and other documents required by the Applicable Securities Laws in connection with the completion of the IPO;
- (d) not make any representations or warranties with respect to the Company or the IPO Units other than as set forth in the Prospectus; and

- (e) subject to the completion of satisfactory due diligence by and on behalf of the Agent, take all steps as may be reasonably necessary to assist the Company in complying with the requirements of the securities regulatory authorities in the IPO Jurisdictions and in its application for the Listing, including, if requested by the Exchange, acting as sponsor for such application.

9. Closing Conditions in Favour of the Agent and Purchasers

9.1 The following are conditions of the Agent's obligations under this Agreement and the Purchasers' obligations to complete the purchase of the IPO Units, which conditions the Company shall use best efforts to have fulfilled at or prior to the time of the IPO Closing and which conditions may be waived in writing, in whole or in part by the Agent, on its own behalf and on behalf of the Purchasers (provided that no such waiver shall be permitted without the consent of the Purchasers that may have an adverse effect on the rights of the Purchasers):

- (a) the Company having taken all actions required to be taken to duly and validly conduct the IPO, to offer, sell, create, reserve, issue and deliver the respective Securities as contemplated herein, to prepare, execute and deliver the Prospectus, and to enter into, execute, deliver and perform its obligations under the Transaction Agreements, including, without limitation:
 - (i) the passing of all requisite resolutions of the directors and shareholders of the Company and the satisfaction of all other corporate approvals and requirements;
 - (ii) the making of all necessary filings with the securities regulatory authorities of the IPO Jurisdictions and the Exchange; and
 - (iii) the receipt from the securities regulatory authorities of the IPO Jurisdictions and any other third parties of any and all required authorizations, approvals and consents for the IPO and the Transaction Agreements, on such terms as may be mutually acceptable to the Company and the Agent, acting reasonably;
- (b) all of the representations and warranties of the Company in this Agreement and any agreements, instruments, certificates or other documents delivered by it pursuant or supplemental thereto being true and correct as of the time of the IPO Closing, with the same force and effect as if made as at the IPO Closing;
- (c) all of the covenants and conditions of the Company in this Agreement and any agreements, instruments, certificates or other documents delivered by it pursuant or supplemental thereto to be fulfilled and observed prior to the time of the IPO Closing having been fulfilled and observed as at the IPO Closing;
- (d) as at the time of the IPO Closing:
 - (i) the Company being duly incorporated, validly existing and in good standing under the laws of the jurisdiction of its incorporation, continuation, amalgamation or other formation;
 - (ii) there being no inquiry or other investigation or proceeding regarding the Company or its directors, officers or promoters, including but not limited to a review of the Public Record, being instituted or pending or, to the knowledge of the Company,

contemplated or threatened, by the Exchange or any regulatory authority having jurisdiction;

(iii) there being no order:

- (A) ceasing, halting or suspending trading in any securities of the Company,
- (B) ceasing, halting or suspending trading in any securities of the Company by any one or more directors, officers or promoters of the Company, or
- (C) prohibiting the offer, sale, issue or delivery of the Securities being issued, and no proceedings for such purpose being instituted or pending or, to the knowledge of the Company, contemplated or threatened, by any regulatory authority having jurisdiction; and

(iv) since the respective dates as of which information is given in the Prospectus:

- (A) the Company having not incurred any material liabilities or obligations (absolute, accrued or contingent, whether financial or otherwise) or entered into any transaction not in the ordinary course of business;
- (B) there having been no material change (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) in or affecting the assets, liabilities, obligations, business, operations, affairs, prospects, results of operations or financial condition (absolute, accrued, contingent or otherwise), or the capital or control of the Company;
- (C) there being no current or pending, contemplated or threatened action, suit, investigation inquiry or other proceeding to which the Company is subject or to which the property of the Company is subject that would result in any material adverse change in or have a material adverse effect on (actual, anticipated, threatened, proposed or prospective, whether financial or otherwise) the assets, liabilities, obligations, position, business, operations, affairs, prospects, results of operations or financial condition (absolute, accrued, contingent or otherwise), or the capital or control of the Company, or on the Prospectus, the Transaction Agreements and any action taken or to be taken thereunder; and
- (D) no event having occurred and there existing no state of facts that is required, under the Applicable Securities Laws or the terms of this Agreement to be set forth in an Amendment that has not been set forth;

- (e) the Company having delivered the requisite closing documents, officers' certificates, legal opinions, comfort letters and such other confirmations, certificates, instruments and other documents as the Agent may reasonably request pursuant this Agreement;
- (f) the creation, offer, sale, issuance and delivery of the Securities in accordance with the terms hereof fully complying with the requirements of applicable corporate laws and securities laws, including but not limited to the Applicable Securities Laws;
- (g) the Prospectus:

- (i) having been filed with and accepted by the securities regulatory authorities in the IPO Jurisdictions,
 - (ii) being in compliance with all the requirements of the Applicable Securities Laws, and
 - (iii) containing full, true and plain disclosure of all material facts relating to the Company, the IPO and the Securities, in accordance with the Applicable Securities Laws, and not containing any misrepresentation or any untrue, false or misleading statement of material fact or any omission to state any material fact necessary to make the statements therein, in light of the circumstances, not untrue, false, or misleading;
- (h) the Company having delivered to the Agent confirmation in writing from the Exchange conditionally accepting the Listing subject only to customary conditions and the receipt of customary documentation in connection therewith, and otherwise in form and content satisfactory to the Agent, acting reasonably; and
- (i) the Agent being satisfied with the results of its due diligence investigations.

10. Closing

- 10.1 The IPO Closing shall be completed at the offices of counsel to the Company, at such time or times and on such date or dates as may be agreed upon by the Company and the Agent within the time period allowed by the Applicable Securities Laws.
- 10.2 At the IPO Closing, the Agent shall deliver or cause to be delivered to the Company one or more certified cheques or bank drafts, or a wire transfer(s), made payable to the order of the Company, or as otherwise directed by the Company, the gross proceeds of the IPO.
- 10.3 At the IPO Closing, the Company shall deliver or cause to be delivered to the Agent one or more certified cheques or bank drafts, or a wire transfer(s), made payable to the order of the Agent, or as otherwise directed by the Agent, in an aggregate amount equal to (i) the Agent's Commission, the Corporate Finance Fee and the Expenses incurred to date less (ii) any retainer and any amounts advanced by the Company to the Agent prior to the IPO Closing towards the payment of the Corporate Finance Fee and the Expenses.
- 10.4 At the IPO Closing, the Company shall deliver or cause to be delivered to the Agent:
- (a) a certified copy of the directors' resolutions approving the IPO, the Preliminary Prospectus and the Prospectus, the Transaction Agreements, the creation, reservation, offer and sale (as the case may be) of the Securities issued or issuable in connection with the IPO, and such other matters in relation therewith as counsel may deem necessary or appropriate;
 - (b) a certified copy of the constating documents of the Company;
 - (c) a copy of the receipt for the Prospectus from the securities regulatory authority of each IPO Jurisdiction;
 - (d) a copy of the conditional approval for the Listing from the Exchange;

- (e) a copy of all other authorizations, consents, approvals and other documents in respect of the IPO (including but not limited to the satisfaction of the conditions thereof), the Preliminary Prospectus and the Prospectus, and Transaction Agreements that the Agent may reasonably request;
 - (f) certificates representing, or evidence satisfactory to the Agent with respect to the delivery of non-certificated issue through CDS of the Shares sold pursuant to the IPO, as applicable, in such amounts and registrations as requested by the Agent;
 - (g) certificates representing, or evidence satisfactory to the Agent with respect to the delivery of non-certificated issue through CDS of the Warrants sold pursuant to the IPO, as applicable, in such amounts and registrations as requested by the Agent;
 - (h) certificates representing the Agent's Warrants, as applicable, in such amounts and registrations as requested by the Agent; and
 - (i) the comfort letters, legal opinions, officers' certificates and such other certificates, instruments, consents, authorizations approvals and documents that may be requested by the Agent, acting reasonably, pursuant to the terms of this Agreement.
- 10.5 At the IPO Closing, all documents and payments shall be held in escrow until all documents and payments have been delivered and all parties present at the respective IPO Closing have agreed that the escrow is terminated, and thereafter the documents and payments shall be released from escrow to the parties entitled thereto.
- 10.6 All of the representations, warranties and covenants of the Company contained in this Agreement and contained in any agreement, instrument or other documents delivered by the Company pursuant to this Agreement shall survive the purchase and sale of the IPO Units and the issue of the Agent's Warrants, and shall continue in full force and effect unaffected by any subsequent exercise, disposition or acquisition of any of the Securities, as the case may be, for a period expiring on the exercise or expiry of the last of the Agent's Warrants and one year thereafter. The Agent and the Purchasers are entitled to rely on the aforesaid representations, warranties and covenants of the Company notwithstanding any investigation which the Agent or the Purchasers may undertake or which may be undertaken on their behalf.

11. Expenses

- 11.1 Whether or not the transactions contemplated by this Agreement proceed or complete, (a) the Corporate Finance Fee, the costs and expenses of or incidental to the creation, issue and offering of the IPO Units including the fees and expenses of counsel, auditors, qualified persons, consultants and other experts retained for the Company; and, (b) subject to section 11.2 below, all expenses and any taxes associated therewith (the "**Expenses**") incurred by the Agent in connection with the Offering and the Agent's due diligence including without limitation the legal expenses of the Agent, the cost of printing and delivering the certificates for the Shares and Warrants, the fees and disbursements of the transfer agent, the cost of preparing, printing and delivering the Preliminary Prospectus, Prospectus and any Amendment to and by the Agent and the associated fees prescribed by the Applicable Securities Laws in connection with the IPO and the application for and obtaining of the Listing, shall be paid by the Company. The Company will pay the non-refundable Corporate Finance Fee and the Expenses incurred by the Agent from time to time as requested by the Agent by bank draft, certified cheque or wire transfer payable to the Agent or counsel to the Agent or in such other manner as is acceptable to the Agent.

- 11.2 The legal expenses of the Agent shall not exceed \$50,000 (excluding disbursements and taxes) without the prior consent of the Company, which consent shall not be unreasonably withheld. Cumulative disbursements and expenses, other than for legal fees and related disbursements, exceeding \$10,000 will be subject to the written pre-approval of the Company. The Agent acknowledges receipt of \$15,000 from the Company as a retainer for such expenses.

12. Garnishing Orders

- 12.1 If at any time, up to and including the IPO Closing, the Agent receives a garnishing order or other form of attachment purporting to garnish or attach, in respect of a debt alleged of the Company, a part or all of the subscription price of the IPO Units, the Agent may pay the amount purportedly attached or garnished into court.
- 12.2 Any payment by the Agent into court contemplated in this section is deemed to have been received by the Company as payment by the Agent against the subscription price of the IPO Units to the extent of the amount paid, and the Company is bound to issue and deliver the IPO Units proportionately to the amount paid by the Agent.
- 12.3 The Agent is not bound to ascertain the validity of any garnishing order or attachment, or whether in fact it attaches any monies held by the Agent, and the Agent may act with impunity in replying to any garnishing order or attachment.
- 12.4 The Company will release, indemnify and save harmless the Agent in respect of all damages, costs, expenses or liability arising from any acts of the Agent under this section.

13. Indemnity and Contribution

- 13.1 The Company shall protect, indemnify and hold harmless the Agent and any Sub-Agents, any subsidiaries and affiliates thereof and their respective directors, officers, shareholders, partners, employees, agents, solicitors and any associates thereof (the “**Indemnified Parties**” and individually, an “**Indemnified Party**”) from and against any and all actual or threatened claims, actions, suits, investigations, proceedings, losses (excluding loss of profits), costs, charges, expenses (including legal), payments and other damages, liabilities and obligations (the “**Claims**”), insofar as the Claims relate to, or are caused by, result from or arise out of, or are based upon, directly or indirectly, the performance of services rendered by the Indemnified Parties in connection with this Agreement by reason of the IPO, the Material Contracts, the Preliminary Prospectus or the Prospectus and any Amendment, including but not limited to:
- (a) the Company not complying with any requirement of any laws, including the Applicable Securities Laws, or any other requirement of a competent regulatory authority, in connection with the IPO, the Preliminary Prospectus, or the Prospectus;
 - (b) the Company failing to obtain or satisfy the conditions of any requisite regulatory or third-party authorization, consent or approval for the IPO, the Preliminary Prospectus, the Prospectus or the Material Contracts;
 - (c) any information or statement (except relating solely to and supplied by the Agent) contained in the Public Record, the Preliminary Prospectus or the Prospectus, any amendment thereto or in any supplemental, additional or ancillary material, information, statement, notice, report or other instrument or document that may be filed by or on behalf

of the Company under the Applicable Securities Laws prior to the IPO Closing being or alleged to be a misrepresentation;

- (d) the omission or alleged omission to state in the Public Record, the Preliminary Prospectus or the Prospectus, any amendment thereto or in any supplemental, additional or ancillary material, information, statement, notice, report or other instrument or document that may be filed by or on behalf of the Company under the Applicable Securities Laws prior to the IPO Closing, any material fact or material information (except relating solely to and supplied by the Agent) required to be stated therein or necessary to make any statements therein complete, informative or not misleading in light of the circumstances under which it was made;
- (e) the Company failing to satisfy or comply with any of the provisions of any of the Material Contracts or any instrument or document pursuant to or supplemental thereto, including but not limited to any breach or default under any representation, warranty or covenant herein or therein contained;
- (f) any order, inquiry, investigation, proceeding or other action made, instituted, contemplated or threatened by any regulatory authority or other competent authority into the affairs, records or accounts of the Company;
- (g) any order made or any inquiry, investigation or proceeding commenced or threatened by any regulatory authority based upon an allegation that any untrue statement or alleged omission or any misrepresentation or alleged misrepresentation in the Public Record exists (except information and statements relating solely to the Agent) which prevents or restricts the trading in or distribution of the Securities; and
- (h) any prohibition affecting the distribution or trading of the IPO Units or any other of the Securities, which may be ordered by any one or more competent authorities if such prohibition is based on any statement or omission made by the Company in the Prospectus, any amendment thereto or in any supplemental, additional or ancillary material, information, statement, notice, report or other instrument or document that may be filed by or on behalf of the Company under the Applicable Securities Laws prior to the IPO Closing.

13.2 If any claim is asserted against an Indemnified Party in respect of which indemnity may be sought from the Company pursuant to the provisions hereof, or if any such potential claim comes to the knowledge of an Indemnified Party, the Indemnified Party concerned shall notify the Company in writing as soon as possible of the nature of such claim, always provided that the failure to so notify shall not affect the Company's liability under this paragraph (except to the extent that such failure has materially and adversely affected the Company's ability to reduce the amount of such claim), and the Company shall be entitled (but not required) to assume the defence thereof at its expense. Any such defence shall be through legal counsel reasonably acceptable to the Indemnified Party and no admission of liability or settlement shall be made by the Company or the Indemnified Party without, in each case, the prior written consent of all the parties hereto, such consent not to be unreasonably withheld. An Indemnified Party shall have the right to employ separate counsel in any such claim and participate in the defence thereof but the fees and expenses of such counsel shall be at the expense of the Indemnified Party unless:

- (a) the employment of such counsel has been authorized in writing by the Company;

- (b) the Company fails to assume the defence of such claim on behalf of the Indemnified Party within a reasonable period of receiving notice of such claim, provided that the expiration of such period shall be deemed to occur on the second clear business day immediately preceding the date by which the Indemnified Party is required by law (in the absence of agreement to the contrary) to take action (such as the filing of an appearance or its equivalent) in connection with defending such claim; or
 - (c) the Indemnified Party shall have been advised by counsel that representation of the Company and Indemnified Party by the same counsel would be inappropriate due to actual or potential differing interests between them or the nature of one or more legal defences that are or may be available to the Indemnified Party or the Company that are different from or in addition to those available to the other, and in each such case the Company shall not have the right to assume the defence of such claim on behalf of the Indemnified Party but shall be liable to pay the reasonable fees and expenses of counsel for the Indemnified Party, up to a total of two separate counsel. The indemnity herein provided shall remain in full force and effect until all possible liability of the Indemnified Parties arising out of the transactions contemplated herein is extinguished by operation of law, and shall not be limited or affected by any other right to indemnity or contribution which any Indemnified Party may have by statute or otherwise at law, and shall not be limited or affected by any other right to indemnity or contribution obtained by an Indemnified Party from any other person. To the extent that any Indemnified Party is not a party to this Agreement, the parties acknowledge and agree that the Agent shall obtain and hold the rights and benefits of the indemnity herein provided in trust for and on behalf of such Indemnified Party.
- 13.3 The Company consents to personal jurisdiction and service and venue in any court in the IPO Jurisdictions which any claim which is subject to indemnification hereunder is brought against any Indemnified Party, and to the assignment of the benefit of this section to any Indemnified Party for the purpose of enforcement.
- 13.4 If a court of competent jurisdiction or a regulatory authority determines in a final judgment or ruling, respectively, from which no appeal can be made, that any losses, costs, damages, liabilities or other obligations resulted from the actions or conduct taken or not taken by the Indemnified Party claiming indemnity dishonestly, illegally, fraudulently, in bad faith or through gross negligence or wilful misconduct, the rights of indemnity contained herein shall not apply to the extent of the losses, costs, damage, liabilities or other obligations caused by such actions or conduct taken or not taken.
- 13.5 If the indemnity provided for in this Article 13 is declared by a court of competent jurisdiction to be illegal or unenforceable as being contrary to public policy or for any other reason, the Agent and the Company shall contribute to the aggregate of all losses, costs, charges, expenses (including legal), payments and other damages, liabilities and obligations of the nature provided for above such that the Agent shall be responsible for that portion represented by the percentage that the Agent's Commission received by the Agent under this Agreement bears to the gross proceeds realized from the IPO and the Company shall be responsible for the balance, provided that, in no event, shall the Agent be responsible for an amount in excess of the Agent's Commission. Notwithstanding the foregoing, a person guilty of fraudulent misrepresentation, wilful misconduct or gross negligence shall not be entitled to contribution from any other party under this Agreement. Any party entitled to contribution will, promptly after receiving notice of commencement of any claim, action, suit, investigation or proceeding against such party in respect of which a claim for contribution may be made against another party or parties under this section, notify such party or parties for whom contribution may be sought. In no case shall such party from whom contribution

may be sought be liable to contribute pursuant to this section unless such notice shall have been provided, but the omission to so notify such party shall not relieve the party from whom contribution may be sought from any other obligation it may have otherwise than under this section. The right to contribution provided in this section shall be in addition to and not in derogation of any other right to contribution which the Agent may have by statute or otherwise by law.

14. Termination

- 14.1 The Agent shall be entitled, at its option, to terminate its obligations under this Agreement and the IPO, and the Purchasers' obligations to otherwise purchase the IPO Units, without liability on its part, by notice to that effect delivered to the Company at any time prior to the IPO Closing if:
- (a) the Agent determines that any of the representations or warranties made by the Company herein or in the other Material Contracts is or has become false in any material respect;
 - (b) except as disclosed in the Preliminary Prospectus, Prospectus or any Amendment, the Company is in default under, breach of or fails to comply with, any material term, condition or provision of this Agreement or the other Material Contracts;
 - (c) the Agent is not satisfied with the results of its due diligence investigations;
 - (d) the Agent is of the opinion, in its sole discretion, that the IPO Units cannot be profitably marketed;
 - (e) there shall occur or come into effect any event, condition or circumstance which constitutes, in the sole opinion of the Agent, a material change (actual, anticipated, contingent, proposed or threatened, whether financial or otherwise) in or affecting the assets, liabilities, obligations, business, operations, affairs, prospects, results of operations or financial condition (absolute, accrued, contingent or otherwise), or in the capital or control of the Company, which would reasonably be expected to have a material adverse effect on the business of the Company or the market price or value of the IPO Units, or the marketability of the Securities;
 - (f) there is instituted or threatened any inquiry, investigation or other proceeding (whether formal or informal) by any securities regulatory authority in relation to the Company or any of the Company's directors or officers which in the opinion of the Agent seriously affects or may seriously affect the IPO or any distribution or trading of the Securities;
 - (g) any order to cease, halt or suspend trading in the securities of the Company, or an order to cease, halt or suspend trading against any one or more directors, officers or promoters of the Company, is made, instituted or threatened by a securities regulatory authority (including the Exchange) or other competent authority having jurisdiction;
 - (h) there should develop, occur or come into effect any catastrophe of national or international consequence or any action, governmental law or regulation, inquiry or other occurrence of any nature whatsoever which, in the sole opinion of the Agent, seriously affects or may seriously affect the financial markets, the business of the Company, the market for the Company's securities, the Agent's ability to perform its obligations under this Agreement or a Purchaser's decision to purchase the IPO Units; or

- (i) following a consideration of the business, affairs, operations, properties, products, assets, history or prospects of the Company (financial or otherwise), or its principals and promoters, or the state of the financial markets in general, or the state of the market for the Company's securities in particular, the Agent determines, in its sole discretion, that it is not in the interest of the Purchasers to complete the purchase and sale of the IPO Units.
- 14.2 The Agent may waive, in whole or in part, or extend the time for compliance with, any terms and conditions of this Agreement without prejudice to its rights in respect of any other terms and conditions of this Agreement or any other or subsequent default, breach or non-compliance by the Company of the terms and conditions of this Agreement provided, however, that any waiver or extension must be in writing and signed by the Agent in order to be binding upon it and no such waiver or extension shall be permitted without the consent of the Purchaser that may have an adverse effect on the rights of the Purchaser. If the Agent terminates this Agreement and the Purchasers' obligations to otherwise purchase the IPO Units pursuant to this section, there shall be no further liability on the part of the Agent or the Purchasers. Notwithstanding the termination of this Agreement pursuant to this section, the provisions of Article 11 "Expenses", Article 12 "Garnishing Orders", Article 13 "Indemnity and Contribution" and Article 14 "Termination" shall survive such termination. The right of the Agent to terminate its obligations under this Agreement is in addition to such other remedies as it has or may have in respect of any default, breach or non-compliance by the Company in respect of any provision of or matter contemplated by this Agreement.
- 15. **Right of First Refusal**
 - 15.1 The Company shall notify the Agent of the terms of any further brokered equity financing (the "**Financing**") that the Company requires or proposes to conduct during the twelve (12) months following the date of the IPO Closing and the Agent shall, subject to section 15.4 below, have a right of first refusal (the "**Right of First Refusal**") to act as the Company's lead agent in respect of any and all such Financings based on industry standard terms on the terms set out in the notice delivered to the Agent.
 - 15.2 The Right of First Refusal may be exercised by the Agent within 5 business days following the receipt of the notice from the Company referred to in section 15.1 hereof by notifying the Company that it will provide the Financing on the terms set out in the notice to the Agent.
 - 15.3 If the Agents fail to give the notice contemplated by section 15.2 hereof to the Company within the requisite 5 business days, the Company will then be free to make other arrangements to obtain the Financing from another source on the same terms or on terms no less favourable to the Company without any further obligations under this Article 15 to the Agent with respect to the Financing.
 - 15.4 The Right of First Refusal in respect of additional Financings within the twelve (12) month period shall continue to be in effect if the Agent fails to exercise the Right of First Refusal in respect of the Financing.
- 16. **Press Releases**
 - 16.1 Subject to the requirements of applicable laws, any press release of the Company relating to the IPO will be provided to the Agent not less than 24 hours in advance of its release, and each party will use its best efforts to agree to the form and content thereof with the other party prior to the release thereof.

17. Miscellaneous

17.1 All information, data, advice and opinions furnished to the Agent, and furnished by the Agent to its counsel, in connection with the Agent's engagement hereunder, will be treated as confidential (except such information, data, advice and opinions which are now or hereafter become publicly available or publicly known from time to time, other than as a result of improper disclosure by the Agent, or are required by law or legal proceedings to be disclosed) and will be used by the Agent only in connection with the Agent's engagement hereunder. In connection with the Agent's activities hereunder, the Company may from time to time specifically authorize the Agent (including verbally) to discuss the information, data, advice and opinions with or deliver it to third parties, on the basis that the confidentiality of such information, data, advice and opinions will be maintained and preserved by such third parties.

17.2 Any notice or other communication to be given hereunder shall be in writing and delivered as follows:

(a) if to the Company to:

Saga Metals Corp.
2288 – 1177 West Hastings Street
Vancouver, BC V6E 3C9

Attention: Mr. Mike Stier
E-mail: [Redacted - Private Information]

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

Cozen O'Connor LLP
2501 – 550 Burrard Street
Vancouver, BC V6C 2B5

Attention: Brian Fast
E-mail: [Redacted - Private Information]

(b) if to the Agent to:

Research Capital Corporation
Suite 1920 – 1075 West Georgia Street
Vancouver, BC V6E 3C9

Attention: Jovan Stupar
Email: [Redacted - Private Information]

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

Vantage Law Corporation
Suite 1120 – 625 Howe Street
Vancouver, BC V6C 2T6

Attention: John Rhee
Email: [Redacted - Private Information]

Any such notice or other communication shall be deemed to have been given and received on the day of delivery if delivered, and the first day after being sent by email if sent by email, always provided that if such day is not a business day in the location where it is delivered, it shall be deemed to have been given and received on the first business day thereafter.

- 17.3 This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes any prior agreements with respect thereto between the parties including the engagement letter dated April 8, 2024 and the agency agreement dated July 11, 2024 between the Company and the Agent. The parties shall execute and deliver any and all such further instruments and other documents and perform any and all such further acts and other things as may be necessary or desirable to carry out the intent of this Agreement.
- 17.4 Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties or the person giving the waiver, as the case may be. The Agent may waive in whole or in part any breach of, default under or non-compliance with any representation, warranty, term or condition of this Agreement, provided that no such waiver shall be permitted without the consent of the Purchaser that may have an adverse effect on the rights of the Purchaser, or extend the time for compliance, without prejudice to any other rights in respect of any other representation, warranty, term or condition of this Agreement or any breach of, default under or non-compliance with them. No waiver of any provision shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.
- 17.5 If one or more of the provisions contained in this Agreement is determined to be invalid, illegal or unenforceable in any respect, such provision shall either be severed from this Agreement or this Agreement shall be construed as if such provision had never been contained in it.
- 17.6 This Agreement, any amendment, addendum or supplement hereto, and all other instruments and documents relating hereto shall be governed by and construed in accordance with the laws of the Province of British Columbia governing contracts made and to be performed wholly therein, and without reference to its principles governing the choice or conflict of laws. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of the Province of British Columbia, sitting in the City of Vancouver, with respect to any dispute related to or arising from this Agreement.
- 17.7 This Agreement may be executed in one or more counterparts, all of which when so executed shall constitute one and the same Agreement, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery. This Agreement and any counterpart thereof may be delivered by email and when so delivered shall be deemed to be an original.
- 17.8 The terms and conditions of this Agreement shall be binding upon, and enure to the benefit of, the Company and the Agent and their respective successors and permitted assigns, provided that, except as herein provided, this Agreement shall not be assignable by any party without the written consent of the others.
- 17.9 Time shall be of the essence hereof.

[signatures on the next page]

If this Agreement accurately reflects the terms of the transaction which the Agent and the Company are to enter into, and if such terms are agreed to by the Company, please communicate acceptance by executing a copy of this letter where indicated below and returning it to the Agent upon such execution. Upon such execution and delivery, this Agreement shall constitute a binding agreement between the Company and the Agent.

Yours truly,

RESEARCH CAPITAL CORPORATION

Per: (s) "Jovan Stupar"
Authorized Signatory

Accepted as of the date set out on the first page of this Agreement.

SAGA METALS CORP.

Per: (s) "Michael Stier"
Authorized Signatory

Schedule “A”

Form of Standard FT Unit Subscription Agreements

SCHEDULE “A”

FORM OF SUBSCRIPTION AND RENUNCIATION AGREEMENT FOR FLOW-THROUGH UNITS

TO: SAGA METALS CORP. (the “Company”)

1. Each of those persons listed on Exhibit “A” attached hereto (the “**Subscribers**”) and in the respective numbers set out thereon, by Research Capital Corporation, as their duly authorized agent (the “**Agent**”) hereby subscribes for “flow-through” units (“**FT Units**”) of the Company, comprised of one common share of the Company (a “**FT Shares**”) and one-half of one transferable common share purchase warrant (each whole such warrant, a “**FT Warrant**”) to be issued as “flow-through shares” as defined in the Tax Act (as defined herein) by the Company for an aggregate consideration of \$[●], representing a subscription price of \$0.48 per FT Unit, upon the terms and subject to the conditions set forth in the agreement constituted by the acceptance thereof (the “**Subscription Agreement**”) and as described in the Company’s final prospectus in Manitoba and the amended and restated final prospectus dated [●], 2024, amending and restating the final prospectus dated July 11, 2024 (the “**Prospectus**”). The Agent shall tender payment on behalf of the Subscribers of the aggregate subscription price for [●] FT Units in the sum of \$[●] on the Closing Date (as defined herein), such amount forming a portion of the aggregate proceeds payable to the Company on the Closing Date pursuant to an amended and restated agency agreement between the Company and Research Capital Corporation dated [●], 2024 (the “**Agency Agreement**”). The subscription price per each FT Unit shall be allocated as \$0.479999999 per FT Share and \$0.000000001 per one-half of one FT Warrant.
2. In this Subscription Agreement:
 - a. “**Canadian Exploration Expense**” or “**CEE**” means an expense described in paragraph (f) of the definition of “Canadian exploration expense” in subsection 66.1(6) of the Tax Act, or that would be described in paragraph (h) of that definition if the references therein to “paragraph (a) to (d) and (f) to (g.4)” were a reference to “paragraph (f)”, other than amounts which are (i) prescribed to be “Canadian exploration and development overhead expense” for the purposes of paragraph 66(12.6)(b) of the Tax Act, (ii) Canadian exploration expenses to the extent of the amount of any assistance described in paragraph 66(12.6)(a) of the Tax Act, (iii) any expense described in paragraph 66(12.6)(b.1) of the Tax Act, or (iv) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of the term “expense” in paragraph 66(15) of the Tax Act;
 - b. “**Closing Date**” means date of completion of the IPO (as defined in the Prospectus) or such other date as the parties to the Agency Agreement may agree upon in writing;
 - c. “**Closing Time**” means such time on the Closing Date that the sale of the FT Units is completed;

- d. **“Commitment Amount”** means an amount equal to \$0.48 multiplied by the number of FT Units subscribed and paid for pursuant to this Subscription Agreement and received by the Company;
 - e. **“CRA”** means the Canada Revenue Agency;
 - f. **“Critical Minerals”** means copper, nickel, lithium, cobalt, graphite, rare earth elements, scandium, titanium, gallium, vanadium, tellurium, magnesium, zinc, platinum group metals and uranium;
 - g. **“Flow-Through Critical Mineral Mining Expenditure”** means an expense which qualifies, once renounced by the Company pursuant to the Tax Act, as a “flow-through critical mineral mining expenditure” of the purchaser of FT Units as defined in subsection 127(9) of the Tax Act;
 - h. **“Prescribed Forms”** means the forms prescribed from time to time under subsection 66(12.7) of the Tax Act, filed or to be filed by the Company within the prescribed time renouncing to the purchasers of FT Units the Qualifying Expenditures incurred pursuant to the Subscription Agreement and all parts or copies of such forms required by the CRA, when applicable, to be delivered to the purchasers of FT Units;
 - i. **“principal-business corporation”** means a principal-business corporation as defined in subsection 66(15) of the Tax Act;
 - j. **“Qualifying Expenditures”** means expenses that are incurred (or deemed to be incurred) by the Company on or after the Closing Date and on or before the Termination Date that (i) will qualify as CEE at the date they are incurred and are expenses which may be renounced by the Company pursuant to subsections 66(12.6) and 66(12.66) of the Tax Act with an effective date not later than December 31, 2024; and (ii) qualify as Flow-Through Critical Mineral Mining Expenditure at the date they are incurred;
 - k. **“Tax Act”** means the Income Tax Act (Canada), together with any and all regulations promulgated thereunder, as amended from time to time; and
 - l. **“Termination Date”** means December 31, 2025.
3. Each Subscriber represents, warrants and covenants to the Company and the Agent (and acknowledges that the Company and the Agent are relying thereon) that:
- a. the Subscriber is not a non-resident of Canada for purposes of the Tax Act;
 - b. the Subscriber, and if the Subscriber is a partnership, its members, deal, and will continue to deal until January 1, 2026, at arm’s length with the Company for the purposes of the Tax Act;

- c. the Subscriber has not entered into and will not enter into any agreement or arrangement which will cause the FT Shares or FT Warrants to become “prescribed shares” or “prescribed rights” for the purposes of the Tax Act, however, this section c shall not apply to the entering into of this Subscription Agreement;
- d. the Agent is executing this Subscription Agreement on behalf of the Subscriber, as beneficial purchaser, and is the duly authorized agent of the Subscriber with due and proper power and authority to execute and deliver, on behalf of the Subscriber, this Subscription Agreement, any supplement or amendment thereto, and all other documentation in connection with the purchase of the FT Units hereunder, to agree to the terms and conditions herein set out and to make the representations, warranties, acknowledgments, and covenants herein contained, and the actions of the Agent as agent are in compliance with applicable law and the Subscriber acknowledges that the Company may be required by law to disclose to certain regulatory authorities the identity of the Subscriber for whom the Agent is acting on behalf of;
- e. if an individual, the Subscriber is of the full age of majority and is otherwise legally competent to enter into this Subscription Agreement and take all action pursuant hereto;
- f. if a corporation, the Subscriber is a valid and subsisting corporation, it has the necessary corporate capacity and authority to enter into this Subscription Agreement and to observe and perform its covenants and obligations hereunder and it has taken all necessary corporate action in respect thereof, or, if it is a partnership, syndicate or other form of unincorporated organization, it has the necessary legal capacity and authority to enter into this Subscription Agreement and to observe and perform its covenants and obligations hereunder and, in either case, it has obtained all necessary approvals in respect thereof;
- g. the Subscriber has such knowledge, or has received advice, in financial and business affairs as to be capable of evaluating the merits and risks of the investment and the Subscriber is able to bear the economic risk of loss of its entire investment;
- h. the Subscriber has received and reviewed a copy of the Prospectus;
- i. if required by applicable securities legislation, policy or order of a securities commission or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Company in filing such reports, undertakings and other documents with respect to the issue of the FT Units;
- j. the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms and provisions of any law applicable to the Subscriber, or, if the Subscriber is not a natural person, any of its constating documents, or of any agreement to which the Subscriber is a party or by which it is bound;

- k. the Subscriber is aware that the FT Shares and FT Warrants have not been and will not be registered under the United States Securities Act of 1933, as amended, (the “1933 Act”) or the securities laws of any state and that these securities may not be offered or sold in the United States without registration under the 1933 Act or compliance with requirements of an exemption from registration, and the applicable laws of all applicable states or an exemption from such registration requirements is available and acknowledges that the Company has no present intention of filing a registration statement under the 1933 Act in respect of the FT Shares and FT Warrants;
- l. the FT Shares and FT Warrants have not been offered to the Subscriber in the United States, the Subscriber was not in the United States when the order was placed and this Subscription Agreement was executed and delivered, and the Subscriber is not purchasing the Shares for the account or benefit of a “U.S. person”, as defined in Regulation S under the 1933 Act;
- m. the Subscriber undertakes and agrees that the Subscriber will not offer or sell the FT Shares and FT Warrants in the United States unless such securities are registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that the Subscriber will not resell the FT Shares or FT Warrants except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
- n. no person has made to the Subscriber any written or oral representations:
 - i. that any person will resell or repurchase the FT Shares or FT Warrants;
 - ii. that any person will refund the purchase price of the FT Units; or
 - iii. as to the future price or value of the FT Shares or FT Warrants;
- o. the Company is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and the policies of the TSX Venture Exchange) of the Subscriber and may use such personal information: (i) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Subscriber; (ii) for use and disclosure for income tax-related purposes, including, without limitation, where required by law, disclosure to the CRA; (iii) disclosure to professional advisers of the Company in connection with the performance of their professional services; (iv) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trade or similar regulatory filings; (v) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure; (vi) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the

Subscriber's prior written consent; (vii) disclosure to a court determining the rights of the parties under this Subscription Agreement; and (viii) any other parties involved in the Offering, including legal counsel, and may be included in record books prepared in respect of the Offering; and (ix) for use and disclosure as otherwise required by law; in addition, the Subscriber further acknowledges and consents to the fact that the Company may be required to provide any one or more of the Canadian securities regulators, stock exchanges, the Investment Industry Regulatory Organization of Canada, other regulatory agencies or the Company's registrar and transfer agent with any personal information provided by the Subscriber in this Subscription Agreement, and may make any other filings of such personal information as the Company's counsel may deem appropriate, and the Subscriber acknowledges receipt of notification of the disclosure of personal information by the Company to the TSX Venture Exchange and the Subscriber hereby consents to and authorizes the foregoing use and disclosure of such personal information and agrees to provide, on request, all particulars required by the Company in order to comply with the foregoing;

- p. the covenants, representations and warranties of the Subscriber stated or referred to herein shall be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time on the Closing Date as if repeated at such time, and will survive the completion of the issuance of the FT Units and the completion of the transactions contemplated under this Subscription Agreement and the Agency Agreement; and
 - q. if the Subscriber chooses to dispose of some or all of the FT Shares or FT Warrants, including by donating any of the FT Shares or FT Warrants to a registered charity (a **"Follow-On Transaction"**), the Subscriber acknowledges and confirms that it will obtain independent tax, financial, and legal advice from its own advisers with respect to any such Follow-On Transaction, and acknowledges and confirms that it is relying solely on its own advisers and not on the Company or its counsel or the underwriters named in the Agency Agreement or their affiliates or any of their counsel (a) regarding any representations and warranties in respect of the tax consequences or potential tax benefits of investing in the FT Units and participating in the Follow-On Transaction; and (b) to ensure that the Follow-On Transaction does not result in the FT Shares and FT Warrants being "prescribed shares" or "prescribed rights" within the meaning of regulation 6202.1 of the Tax Act, and the Subscriber assumes all risk of any such Follow-On Transaction resulting in the FT Shares and FT Warrants being "prescribed shares" or "prescribed rights" within the meaning of regulation 6202.1 of the Tax Act.
4. The Company hereby represents and warrants to the Subscribers and the Agent (and acknowledges that the Subscribers are relying thereon) that:
- a. the Company has been duly incorporated and is validly subsisting and in good standing under the laws of the Province of British Columbia and has all requisite corporate power and capacity to enter into and carry out its obligations under this Subscription Agreement;

- b. on the Closing Date, the Company will have taken all corporate steps and proceedings necessary to approve the transactions contemplated hereby, including the execution and delivery of this Subscription Agreement;
- c. no order ceasing or suspending trading in the securities of the Company nor prohibiting the sale of such securities has been issued to the Company or its directors, officers or promoters and, to the best of the knowledge of the Company, no investigations or proceedings for such purposes are pending or threatened;
- d. at the Closing Time, the FT Shares will be duly and validly created, authorized and issued as fully paid and non-assessable FT Shares;
- e. the Company has complied, or will comply, with all applicable corporate and securities laws and regulations in connection with the offer, sale and issuance of the FT Units;
- f. the Company has the full corporate power and capacity to execute and deliver this Subscription Agreement, to issue the FT Units to the Subscribers and to incur and renounce to the Subscriber Qualifying Expenditures in an amount equal to the Commitment Amount;
- g. this Subscription Agreement constitutes a binding obligation of the Company enforceable in accordance with its terms;
- h. the execution and delivery of, and the performance of the terms of, this Subscription Agreement by the Company, including the issue of the FT Units, the incurring of Qualifying Expenditures and the renunciation of Qualifying Expenditures to the Subscribers pursuant hereto, does not and will not constitute a breach of or default under the constating documents of the Company or any law, regulation, order or ruling applicable to the Company or any agreement, contract or indenture to which the Company is a party or by which it is bound;
- i. the expenses to be renounced by the Company to the purchasers of FT Units will constitute Qualifying Expenditures on the effective date of the renunciation and on the date incurred. The expenses to be renounced by the Company to the purchasers of FT Units (i) will not include any amount that has previously been renounced by the Company to any of the purchasers of FT Units or to any other person; and (ii) would be deductible by the Company in computing its income for the purposes of Part I of the Tax Act but for the renunciation to the purchasers of FT Units.
- j. the Company has no reason to believe that it will be unable to incur, on or after the Closing Date and on or before the Termination Date or that it will be unable to renounce to the Subscribers, effective on or before December 31, 2024, Qualifying Expenditures in an amount equal to the Commitment Amount and the Company has no reason to expect any reduction of such amounts by virtue of subsection 66(12.73) of the Tax Act;

- k. except as a result of (i) any agreement, arrangement, undertaking or understanding to which the Company is not a party and of which it has no knowledge, (ii) any agreement, arrangement, undertaking or understanding in respect of a Follow-On Transaction, and (iii) any other action taken by the Subscriber which causes the FT Shares and FT Warrants to be or become “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act, upon issue the FT Shares and FT Warrants will be “flow-through shares” as defined in subsection 66(15) of the Tax Act and will not be “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act;
 - l. if the Company amalgamates with any one or more companies, any shares issued to or held by the purchasers of FT Units as a replacement for the FT Shares as a result of such amalgamation will qualify, by virtue of subsection 87(4.4) of the Tax Act, as “flow-through shares” as defined in subsection 66(15) of the Tax Act and in particular will not be “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act;
 - m. the Company is and will continue to be a principal-business corporation until such time as all of the Qualifying Expenditures required to be renounced under this Subscription Agreement have been incurred and validly renounced pursuant to the Tax Act; and
 - n. the Company is not, and has never been, in default of any of its legal obligations in respect of any “flow-through share” financings previously undertaken by the Company.
5. The Company covenants and agrees with the Subscribers as follows:
- a. the Company agrees to incur Qualifying Expenditures in an amount equal to the Commitment Amount on or after the Closing Date and on or before the Termination Date in accordance with this Subscription Agreement and agrees to renounce to the Subscribers, with an effective date no later than December 31, 2024, pursuant to subsection 66(12.6) of the Tax Act and in respect of Qualifying Expenditures incurred by the Company in 2025, in conjunction with subsection 66(12.66) of the Tax Act, Qualifying Expenditures incurred by the Company on or after the Closing Date and on or before the Termination Date, in an amount equal to the Commitment Amount;
 - b. unless required to do so pursuant to subsection 66(12.73) of the Tax Act, the Company shall not reduce the amount renounced to the purchasers of FT Units pursuant to subsection 66(12.6) of the Tax Act. If the Company receives, or becomes entitled to receive, or may reasonably be expected to receive, any assistance which is described in the definition of “assistance” in subsection 66(15) of the Tax Act and the receipt of or entitlement or reasonable expectation to receive such assistance has or will have the effect of reducing the amount of Qualifying Expenditures validly renounced to the Subscribers, the Company will incur additional Qualifying Expenditures using funds from sources other than the

Commitment Amount in an amount equal to such assistance, such that the aggregate Qualifying Expenditures renounced to the Subscribers effective no later than December 31, 2024 pursuant to the terms of this Subscription Agreement will not be less than nor exceed the aggregate Commitment Amount;

- c. the Company shall not be subject to the provisions of subsection 66(12.67) of the Tax Act in a manner which impairs its ability to renounce Qualifying Expenditures to the Subscribers in an amount equal to the Commitment Amount;
- d. if the Company does not renounce to the Subscribers effective on or before December 31, 2024, Qualifying Expenditures equal to the Commitment Amount, the Company shall, to the extent subsection 5(b) of this Subscription Agreement does not apply and provided the Subscriber is not in breach of any of its representations under this Subscription Agreement which would prevent the renunciation of such expenses to the Subscriber, indemnify and hold harmless the Subscribers and each of the partners thereof if any of the Subscribers is a partnership or a limited partnership (for the purposes of this paragraph each an **"Indemnified Person"**) as to, and pay to the Indemnified Person on or before the 20th Business Day following March 31, 2025, an amount equal to the amount of any tax (within the meaning of paragraph (c) of the definition of "excluded obligation" at subsection 6202.1(5) of the regulations to the Tax Act) payable under the Tax Act (and under the corresponding provincial legislation) by any Indemnified Person as a consequence of such failure. In the event that the amount renounced by the Company to the Subscribers is reduced pursuant to subsection 66(12.73) of the Tax Act, the Company shall indemnify and hold harmless each Indemnified Person as to, and pay to the Indemnified Person on or before the 20th Business Day following the receipt by an Indemnified Person, of a notice of assessment or reassessment issued by the CRA (or any applicable tax authority), an amount equal to the amount of any tax (within the meaning of paragraph (c) of the definition of "excluded obligation" at subsection 6202.1(5) of the regulations to the Tax Act) payable under the Tax Act (and under the corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction. This indemnity is in addition to and not in derogation of any other recourse, rights or remedies the purchasers of FT Units may have against the Company. For certainty, the foregoing indemnity shall have no force or effect and the purchasers of FT Units shall not have any recourse or rights of action to the extent that such indemnity would otherwise cause the FT Shares and FT Warrants to be "prescribed shares" or "prescribed rights" within the meaning of section 6202.1 of the regulations to the Tax Act. To the extent that any person entitled to be indemnified hereunder is a disclosed principal, the Subscriber shall obtain and hold the rights and benefits of this Subscription Agreement in trust for, and on behalf of, such person and such person (or the Subscriber on such person's behalf) shall be entitled to enforce the provisions of this Subscription Agreement notwithstanding that such person is not a party to this Subscription Agreement;
- e. the Company shall file with the CRA, within the time prescribed by subsection 66(12.68) of the Tax Act, the forms prescribed for the purposes of such legislation

together with a copy of the Subscription Agreements or any “selling instrument” contemplated by such legislation and shall forthwith following such filing provide to the purchasers of FT Units a copy of such form certified by an officer of the Company. The Company shall timely file with the CRA and with any applicable provincial tax authority any return required to be filed under Part XII.6 of the Tax Act (or any corresponding provision of applicable provincial law) in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis;

- f. the Company shall deliver to the purchasers of FT Units, before March 1, 2025, the relevant Prescribed Forms (including form T101), fully completed and executed, renouncing to the Subscribers, Qualifying Expenditures in an amount equal to the Commitment Amount with an effective date of no later than December 31, 2024, and such delivery shall constitute the authorization of the Company to the Subscribers to file such Prescribed Forms with the relevant taxation authorities. For greater certainty, if the FT Units are issued to a Subscriber resident in Québec for purposes of the Taxation Act (Québec) or who is otherwise liable to pay tax in Québec, or to a Subscriber who is a partnership or a limited partnership, of which any partner thereof who is resident in Québec for the purposes of the Taxation Act (Québec) or who is otherwise liable to pay tax in Québec, then the Company shall deliver to Subscribers the prescribed RL-11 Forms;
- g. prior to the execution of this Subscription Agreement by the Company, the Company has obtained a certificate in prescribed form (T100A-CERT) by a "qualified professional engineer or professional geoscientist" (as defined in the Tax Act) certifying that the Qualifying Expenditures to be renounced to the Subscriber will be incurred pursuant to an exploration plan that primarily targets Critical Minerals. The Company will attach the T100A-CERT with the T100A and shall file such forms with the CRA within the prescribed time under the Tax Act;
- h. the Company shall incur and renounce Qualifying Expenditures pursuant to the Subscription Agreement and all other agreements with other persons providing for the issue of FT Units entered into by the Company on the Closing Date (collectively, the “**Other Agreements**”) before incurring and renouncing Qualifying Expenditures pursuant to any other agreement which the Company may subsequently enter into after the Closing Date with any person with respect to the issue of shares which are “flow-through shares” as defined in subsection 66(15) of the Tax Act. If the Company is required under the Tax Act or otherwise to reduce Qualifying Expenditures previously renounced to the Subscribers and unless the Subscribers are adversely affected and otherwise agree, the reduction shall be made pro rata by the number of FT Units purchased only after it has first reduced to the extent possible all Qualifying Expenditures renounced to persons (other than the Subscribers) under any agreements relating to shares which are “flow-through shares” as defined in subsection 66(15) of the Tax Act entered into after the Closing Date;

- i. upon the Company becoming aware that on completion of a CRA review or audit of the Qualifying Expenditures spent by the Company, that CRA intends to challenge or deny the deduction of some or all of the Qualifying Expenditures renounced to the Subscriber hereunder, the Company will notify the Subscriber immediately, and upon the Company becoming aware of the fact that an amount purportedly renounced pursuant to the Subscription Agreement exceeds the amount that it is entitled to renounce under the Tax Act, the Company will notify the purchasers of FT Units and comply with subsection 66(12.73) of the Tax Act, including the filing with the CRA of the statements contemplated therein, a copy of which will be sent concurrently to the purchasers of FT Units;
 - j. the Company shall not enter into any other agreement which would prevent or restrict its ability to renounce Qualifying Expenditures to the Subscribers in the amount of the Commitment Amount; and
 - k. the Company shall maintain proper, complete and accurate accounting books and records relating to the Commitment Amount, the Qualifying Expenditures, the amounts renounced to the Subscribers under this Subscription Agreement and all transactions relating to the Qualifying Expenditures. The Company shall retain all such books and records as may be required to support the renunciation of Qualifying Expenditures contemplated by this Subscription Agreement and, upon reasonable notice, shall make such books and records available for inspection and audit by or on behalf of the purchasers of FT Units, at the purchaser of such FT Units sole expense.
6. The Subscriber represents and warrants that the funds representing the aggregate subscription price which will be advanced by the Subscriber, or, if applicable, by the Agent on behalf of the Subscriber, to the Company hereunder will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “PCMLTF Act”) and the Subscriber acknowledges that the Company may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTF Act. To the best of the Subscriber’s knowledge, none of the subscription funds to be provided hereunder (a) have been or will be obtained or derived, directly or indirectly, from or related to any activity that is deemed illegal under the laws of Canada or the United States or any other jurisdiction, or (b) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber shall promptly notify the Company if the Subscriber discovers that any such representation ceases to be true, and shall provide the Company with appropriate information in connection therewith.
7. Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscribers or any of them and the Company.
8. This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

9. Time shall be of the essence hereof.
10. The representations, warranties, obligations and agreements of the Company contained in this Subscription Agreement or in connection with the purchase and sale of the FT Units shall survive the purchase of the FT Units, the termination of this Subscription Agreement and the distribution of the FT Units pursuant to the Prospectus and shall continue in full force and effect for such maximum period of time as any Subscriber may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in the Prospectus pursuant to applicable securities laws, for the benefit of the Subscriber.
11. The subscriptions of the Subscribers are further subject to any rights available to the Subscribers under applicable securities laws.
12. This Subscription Agreement shall be binding on and enure to the benefit of the Subscribers and the Company and their respective heirs, executors, administrators, successors and assigns.

[Signature Page Follows]

DATED at the City of _____, in the Province of _____, this _____ day of _____, 2024.

RESEARCH CAPITAL CORPORATION
as the duly authorized agent of the Subscribers

Per: _____

This Subscription Agreement is accepted and agreed to by the Company at the City of _____, in the Province of _____, this _____ day of _____, 2024.

SAGA METALS CORP.

Per: _____

Name:

Title:

EXHIBIT “A”
TO SCHEDULE “A” OF THE SUBSCRIPTION AND RENUNCIATION AGREEMENT
FOR FLOW-THROUGH UNITS

Name and Address of Subscriber	Social Insurance, Corporate Tax Account or Tax Shelter Number	Number of FT Units Subscribed For	Aggregate Subscription Amount

Schedule “B”

Form of Charity FT Unit Subscription Agreements

SCHEDULE “B”

FORM OF SUBSCRIPTION AND RENUNCIATION AGREEMENT FOR CHARITY FLOW-THROUGH UNITS

TO: SAGA METALS CORP. (the “Company”)

1. Each of those persons listed on Exhibit “A” attached hereto (the “**Subscribers**”) and in the respective numbers set out thereon, by Research Capital Corporation, as their duly authorized agent (the “**Agent**”) hereby subscribes for “charity flow-through” units (“**Charity FT Units**”) of the Company, comprised of one common share of the Company (a “**FT Shares**”) and one-half of one transferable common share purchase warrant (each whole such warrant, a “**FT Warrant**”) to be issued as “flow- through shares” as defined in the Tax Act (as defined herein) by the Company for an aggregate consideration of \$[●], representing a subscription price of \$0.60 per Charity FT Unit, upon the terms and subject to the conditions set forth in the agreement constituted by the acceptance thereof (the “**Subscription Agreement**”) and as described in the Company’s final prospectus in Manitoba and the amended and restated final prospectus dated [●], 2024, amending and restating the final prospectus dated July 11, 2024 (the “**Prospectus**”). The Agent shall tender payment on behalf of the Subscribers of the aggregate subscription price for [●] Charity FT Units in the sum of \$[●] on the Closing Date (as defined herein), such amount forming a portion of the aggregate proceeds payable to the Company on the Closing Date pursuant to an amended and restated agency agreement between the Company and Research Capital Corporation dated [●], 2024 (the “**Agency Agreement**”). The subscription price per each Charity FT Unit shall be allocated as \$0.599999999 per FT Share and \$0.000000001 per one-half of one FT Warrant.
2. In this Subscription Agreement:
 - a. “**Canadian Exploration Expense**” or “**CEE**” means an expense described in paragraph (f) of the definition of “Canadian exploration expense” in subsection 66.1(6) of the Tax Act, or that would be described in paragraph (h) of that definition if the references therein to “paragraph (a) to (d) and (f) to (g.4)” were a reference to “paragraph (f)”, other than amounts which are (i) prescribed to be “Canadian exploration and development overhead expense” for the purposes of paragraph 66(12.6)(b) of the Tax Act, (ii) Canadian exploration expenses to the extent of the amount of any assistance described in paragraph 66(12.6)(a) of the Tax Act, (iii) any expense described in paragraph 66(12.6)(b.1) of the Tax Act, or (iv) any expenses for prepaid services or rent that do not qualify as outlays and expenses for the period as described in the definition of the term “expense” in paragraph 66(15) of the Tax Act;
 - b. “**Closing Date**” means date of completion of the IPO (as defined in the Prospectus) or such other date as the parties to the Agency Agreement may agree upon in writing;

- c. **“Closing Time”** means such time on the Closing Date that the sale of the Charity FT Units is completed;
 - d. **“Commitment Amount”** means an amount equal to \$0.60 multiplied by the number of Charity FT Units subscribed and paid for pursuant to this Subscription Agreement and received by the Company;
 - e. **“CRA”** means the Canada Revenue Agency;
 - f. **“Critical Minerals”** means copper, nickel, lithium, cobalt, graphite, rare earth elements, scandium, titanium, gallium, vanadium, tellurium, magnesium, zinc, platinum group metals and uranium;
 - g. **“Flow-Through Critical Mineral Mining Expenditure”** means an expense which qualifies, once renounced by the Company pursuant to the Tax Act, as a “flow-through critical mineral mining expenditure” of the purchaser of Charity FT Units as defined in subsection 127(9) of the Tax Act;
 - h. **“Prescribed Forms”** means the forms prescribed from time to time under subsection 66(12.7) of the Tax Act, filed or to be filed by the Company within the prescribed time renouncing to the purchasers of Charity FT Units the Qualifying Expenditures incurred pursuant to the Subscription Agreement and all parts or copies of such forms required by the CRA, when applicable, to be delivered to the purchasers of Charity FT Units;
 - i. **“principal-business corporation”** means a principal-business corporation as defined in subsection 66(15) of the Tax Act;
 - j. **“Qualifying Expenditures”** means expenses that are incurred (or deemed to be incurred) by the Company on or after the Closing Date and on or before the Termination Date that (i) will qualify as CEE at the date they are incurred and are expenses which may be renounced by the Company pursuant to subsections 66(12.6) and 66(12.66) of the Tax Act with an effective date not later than December 31, 2024; and (ii) qualify as Flow-Through Critical Mineral Mining Expenditure at the date they are incurred;
 - k. **“Tax Act”** means the Income Tax Act (Canada), together with any and all regulations promulgated thereunder, as amended from time to time; and
 - l. **“Termination Date”** means December 31, 2025.
3. Each Subscriber represents, warrants and covenants to the Company and the Agent (and acknowledges that the Company and the Agent are relying thereon) that:
- a. the Subscriber is not a non-resident of Canada for purposes of the Tax Act;

- b. the Subscriber, and if the Subscriber is a partnership, its members, deal, and will continue to deal until January 1, 2026, at arm's length with the Company for the purposes of the Tax Act;
- c. the Subscriber has not entered into and will not enter into any agreement or arrangement which will cause the FT Shares or FT Warrants to become "prescribed shares" or "prescribed rights" for the purposes of the Tax Act, however, this section c shall not apply to the entering into of this Subscription Agreement;
- d. the Agent is executing this Subscription Agreement on behalf of the Subscriber, as beneficial purchaser, and is the duly authorized agent of the Subscriber with due and proper power and authority to execute and deliver, on behalf of the Subscriber, this Subscription Agreement, any supplement or amendment thereto, and all other documentation in connection with the purchase of the Charity FT Units hereunder, to agree to the terms and conditions herein set out and to make the representations, warranties, acknowledgments, and covenants herein contained, and the actions of the Agent as agent are in compliance with applicable law and the Subscriber acknowledges that the Company may be required by law to disclose to certain regulatory authorities the identity of the Subscriber for whom the Agent is acting on behalf of;
- e. if an individual, the Subscriber is of the full age of majority and is otherwise legally competent to enter into this Subscription Agreement and take all action pursuant hereto;
- f. if a corporation, the Subscriber is a valid and subsisting corporation, it has the necessary corporate capacity and authority to enter into this Subscription Agreement and to observe and perform its covenants and obligations hereunder and it has taken all necessary corporate action in respect thereof, or, if it is a partnership, syndicate or other form of unincorporated organization, it has the necessary legal capacity and authority to enter into this Subscription Agreement and to observe and perform its covenants and obligations hereunder and, in either case, it has obtained all necessary approvals in respect thereof;
- g. the Subscriber has such knowledge, or has received advice, in financial and business affairs as to be capable of evaluating the merits and risks of the investment and the Subscriber is able to bear the economic risk of loss of its entire investment;
- h. the Subscriber has received and reviewed a copy of the Prospectus;
- i. if required by applicable securities legislation, policy or order of a securities commission or other regulatory authority, the Subscriber will execute, deliver, file and otherwise assist the Company in filing such reports, undertakings and other documents with respect to the issue of the Charity FT Units;
- j. the entering into of this Subscription Agreement and the transactions contemplated hereby will not result in a violation of any of the terms and provisions of any law applicable to the Subscriber, or, if the Subscriber is not a natural person, any of its

constating documents, or of any agreement to which the Subscriber is a party or by which it is bound;

- k. the Subscriber is aware that the FT Shares and FT Warrants have not been and will not be registered under the United States Securities Act of 1933, as amended, (the “1933 Act”) or the securities laws of any state and that these securities may not be offered or sold in the United States without registration under the 1933 Act or compliance with requirements of an exemption from registration, and the applicable laws of all applicable states or an exemption from such registration requirements is available and acknowledges that the Company has no present intention of filing a registration statement under the 1933 Act in respect of the FT Shares and FT Warrants;
- l. the FT Shares and FT Warrants have not been offered to the Subscriber in the United States, the Subscriber was not in the United States when the order was placed and this Subscription Agreement was executed and delivered, and the Subscriber is not purchasing the Shares for the account or benefit of a “U.S. person”, as defined in Regulation S under the 1933 Act;
- m. the Subscriber undertakes and agrees that the Subscriber will not offer or sell the FT Shares and FT Warrants in the United States unless such securities are registered under the 1933 Act and the securities laws of all applicable states of the United States or an exemption from such registration requirements is available, and further that the Subscriber will not resell the FT Shares or FT Warrants except in accordance with the provisions of applicable securities legislation, regulations, rules, policies and orders and stock exchange rules;
- n. no person has made to the Subscriber any written or oral representations:
 - i. that any person will resell or repurchase the FT Shares or FT Warrants;
 - ii. that any person will refund the purchase price of the Charity FT Units; or
 - iii. as to the future price or value of the FT Shares or FT Warrants;
- o. the Company is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and the policies of the TSX Venture Exchange) of the Subscriber and may use such personal information: (i) for internal use with respect to managing the relationships between and contractual obligations of the Company and the Subscriber; (ii) for use and disclosure for income tax-related purposes, including, without limitation, where required by law, disclosure to the CRA; (iii) disclosure to professional advisers of the Company in connection with the performance of their professional services; (iv) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trade or similar regulatory filings; (v) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no

reasonable alternative to such disclosure; (vi) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Subscriber's prior written consent; (vii) disclosure to a court determining the rights of the parties under this Subscription Agreement; and (viii) any other parties involved in the Offering, including legal counsel, and may be included in record books prepared in respect of the Offering; and (ix) for use and disclosure as otherwise required by law; in addition, the Subscriber further acknowledges and consents to the fact that the Company may be required to provide any one or more of the Canadian securities regulators, stock exchanges, the Investment Industry Regulatory Organization of Canada, other regulatory agencies or the Company's registrar and transfer agent with any personal information provided by the Subscriber in this Subscription Agreement, and may make any other filings of such personal information as the Company's counsel may deem appropriate, and the Subscriber acknowledges receipt of notification of the disclosure of personal information by the Company to the TSX Venture Exchange and the Subscriber hereby consents to and authorizes the foregoing use and disclosure of such personal information and agrees to provide, on request, all particulars required by the Company in order to comply with the foregoing;

- p. the covenants, representations and warranties of the Subscriber stated or referred to herein shall be true and correct both as of the execution of this Subscription Agreement and as of the Closing Time on the Closing Date as if repeated at such time, and will survive the completion of the issuance of the Charity FT Units and the completion of the transactions contemplated under this Subscription Agreement and the Agency Agreement; and
 - q. if the Subscriber chooses to dispose of some or all of the FT Shares or FT Warrants, including by donating any of the FT Shares or FT Warrants to a registered charity (a **"Follow-On Transaction"**), the Subscriber acknowledges and confirms that it will obtain independent tax, financial, and legal advice from its own advisers with respect to any such Follow-On Transaction, and acknowledges and confirms that it is relying solely on its own advisers and not on the Company or its counsel or the underwriters named in the Agency Agreement or their affiliates or any of their counsel (a) regarding any representations and warranties in respect of the tax consequences or potential tax benefits of investing in the Charity FT Units and participating in the Follow-On Transaction; and (b) to ensure that the Follow-On Transaction does not result in the FT Shares and FT Warrants being "prescribed shares" or "prescribed rights" within the meaning of regulation 6202.1 of the Tax Act, and the Subscriber assumes all risk of any such Follow-On Transaction resulting in the FT Shares and FT Warrants being "prescribed shares" or "prescribed rights" within the meaning of regulation 6202.1 of the Tax Act.
4. The Company hereby represents and warrants to the Subscribers and the Agent (and acknowledges that the Subscribers are relying thereon) that:
- a. the Company has been duly incorporated and is validly subsisting and in good standing under the laws of the Province of British Columbia and has all requisite

corporate power and capacity to enter into and carry out its obligations under this Subscription Agreement;

- b. on the Closing Date, the Company will have taken all corporate steps and proceedings necessary to approve the transactions contemplated hereby, including the execution and delivery of this Subscription Agreement;
- c. no order ceasing or suspending trading in the securities of the Company nor prohibiting the sale of such securities has been issued to the Company or its directors, officers or promoters and, to the best of the knowledge of the Company, no investigations or proceedings for such purposes are pending or threatened;
- d. at the Closing Time, the FT Shares will be duly and validly created, authorized and issued as fully paid and non-assessable FT Shares;
- e. the Company has complied, or will comply, with all applicable corporate and securities laws and regulations in connection with the offer, sale and issuance of the Charity FT Units;
- f. the Company has the full corporate power and capacity to execute and deliver this Subscription Agreement, to issue the Charity FT Units to the Subscribers and to incur and renounce to the Subscriber Qualifying Expenditures in an amount equal to the Commitment Amount;
- g. this Subscription Agreement constitutes a binding obligation of the Company enforceable in accordance with its terms;
- h. the execution and delivery of, and the performance of the terms of, this Subscription Agreement by the Company, including the issue of the Charity FT Units, the incurring of Qualifying Expenditures and the renunciation of Qualifying Expenditures to the Subscribers pursuant hereto, does not and will not constitute a breach of or default under the constating documents of the Company or any law, regulation, order or ruling applicable to the Company or any agreement, contract or indenture to which the Company is a party or by which it is bound;
- i. the expenses to be renounced by the Company to the purchasers of Charity FT Units will constitute Qualifying Expenditures on the effective date of the renunciation and on the date incurred. The expenses to be renounced by the Company to the purchasers of Charity FT Units (i) will not include any amount that has previously been renounced by the Company to any of the purchasers of Charity FT Units or to any other person; and (ii) would be deductible by the Company in computing its income for the purposes of Part I of the Tax Act but for the renunciation to the purchasers of Charity FT Units.
- j. the Company has no reason to believe that it will be unable to incur, on or after the Closing Date and on or before the Termination Date or that it will be unable to renounce to the Subscribers, effective on or before December 31, 2024, Qualifying Expenditures in an amount equal to the Commitment Amount and the Company

has no reason to expect any reduction of such amounts by virtue of subsection 66(12.73) of the Tax Act;

- k. except as a result of (i) any agreement, arrangement, undertaking or understanding to which the Company is not a party and of which it has no knowledge, (ii) any agreement, arrangement, undertaking or understanding in respect of a Follow-On Transaction, and (iii) any other action taken by the Subscriber which causes the FT Shares and FT Warrants to be or become “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act, upon issue the FT Shares and FT Warrants will be “flow-through shares” as defined in subsection 66(15) of the Tax Act and will not be “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act;
 - l. if the Company amalgamates with any one or more companies, any shares issued to or held by the purchasers of Charity FT Units as a replacement for the FT Shares as a result of such amalgamation will qualify, by virtue of subsection 87(4.4) of the Tax Act, as “flow-through shares” as defined in subsection 66(15) of the Tax Act and in particular will not be “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act;
 - m. the Company is and will continue to be a principal-business corporation until such time as all of the Qualifying Expenditures required to be renounced under this Subscription Agreement have been incurred and validly renounced pursuant to the Tax Act; and
 - n. the Company is not, and has never been, in default of any of its legal obligations in respect of any “flow-through share” financings previously undertaken by the Company.
5. The Company covenants and agrees with the Subscribers as follows:
- a. the Company agrees to incur Qualifying Expenditures in an amount equal to the Commitment Amount on or after the Closing Date and on or before the Termination Date in accordance with this Subscription Agreement and agrees to renounce to the Subscribers, with an effective date no later than December 31, 2024, pursuant to subsection 66(12.6) of the Tax Act and in respect of Qualifying Expenditures incurred by the Company in 2025, in conjunction with subsection 66(12.66) of the Tax Act, Qualifying Expenditures incurred by the Company on or after the Closing Date and on or before the Termination Date, in an amount equal to the Commitment Amount;
 - b. unless required to do so pursuant to subsection 66(12.73) of the Tax Act, the Company shall not reduce the amount renounced to the purchasers of Charity FT Units pursuant to subsection 66(12.6) of the Tax Act. If the Company receives, or becomes entitled to receive, or may reasonably be expected to receive, any assistance which is described in the definition of “assistance” in subsection 66(15) of the Tax Act and the receipt of or entitlement or reasonable expectation to receive

such assistance has or will have the effect of reducing the amount of Qualifying Expenditures validly renounced to the Subscribers, the Company will incur additional Qualifying Expenditures using funds from sources other than the Commitment Amount in an amount equal to such assistance, such that the aggregate Qualifying Expenditures renounced to the Subscribers effective no later than December 31, 2024 pursuant to the terms of this Subscription Agreement will not be less than nor exceed the aggregate Commitment Amount;

- c. the Company shall not be subject to the provisions of subsection 66(12.67) of the Tax Act in a manner which impairs its ability to renounce Qualifying Expenditures to the Subscribers in an amount equal to the Commitment Amount;
- d. if the Company does not renounce to the Subscribers effective on or before December 31, 2024, Qualifying Expenditures equal to the Commitment Amount, the Company shall, to the extent subsection 5(b) of this Subscription Agreement does not apply and provided the Subscriber is not in breach of any of its representations under this Subscription Agreement which would prevent the renunciation of such expenses to the Subscriber, indemnify and hold harmless the Subscribers and each of the partners thereof if any of the Subscribers is a partnership or a limited partnership (for the purposes of this paragraph each an **“Indemnified Person”**) as to, and pay to the Indemnified Person on or before the 20th Business Day following March 31, 2025, an amount equal to the amount of any tax (within the meaning of paragraph (c) of the definition of “excluded obligation” at subsection 6202.1(5) of the regulations to the Tax Act) payable under the Tax Act (and under the corresponding provincial legislation) by any Indemnified Person as a consequence of such failure. In the event that the amount renounced by the Company to the Subscribers is reduced pursuant to subsection 66(12.73) of the Tax Act, the Company shall indemnify and hold harmless each Indemnified Person as to, and pay to the Indemnified Person on or before the 20th Business Day following the receipt by an Indemnified Person, of a notice of assessment or reassessment issued by the CRA (or any applicable tax authority), an amount equal to the amount of any tax (within the meaning of paragraph (c) of the definition of “excluded obligation” at subsection 6202.1(5) of the regulations to the Tax Act) payable under the Tax Act (and under the corresponding provincial legislation) by the Indemnified Person as a consequence of such reduction. This indemnity is in addition to and not in derogation of any other recourse, rights or remedies the purchasers of Charity FT Units may have against the Company. For certainty, the foregoing indemnity shall have no force or effect and the purchasers of Charity FT Units shall not have any recourse or rights of action to the extent that such indemnity would otherwise cause the FT Shares and FT Warrants to be “prescribed shares” or “prescribed rights” within the meaning of section 6202.1 of the regulations to the Tax Act. To the extent that any person entitled to be indemnified hereunder is a disclosed principal, the Subscriber shall obtain and hold the rights and benefits of this Subscription Agreement in trust for, and on behalf of, such person and such person (or the Subscriber on such person’s behalf) shall be entitled to enforce the provisions of this Subscription Agreement notwithstanding that such person is not a party to this Subscription Agreement;

- e. the Company shall file with the CRA, within the time prescribed by subsection 66(12.68) of the Tax Act, the forms prescribed for the purposes of such legislation together with a copy of the Subscription Agreements or any “selling instrument” contemplated by such legislation and shall forthwith following such filing provide to the purchasers of Charity FT Units a copy of such form certified by an officer of the Company. The Company shall timely file with the CRA and with any applicable provincial tax authority any return required to be filed under Part XII.6 of the Tax Act (or any corresponding provision of applicable provincial law) in respect of the particular year, and will pay any tax or other amount owing in respect of that return on a timely basis;
- f. the Company shall deliver to the purchasers of Charity FT Units, before March 1, 2025, the relevant Prescribed Forms (including form T101), fully completed and executed, renouncing to the Subscribers, Qualifying Expenditures in an amount equal to the Commitment Amount with an effective date of no later than December 31, 2024, and such delivery shall constitute the authorization of the Company to the Subscribers to file such Prescribed Forms with the relevant taxation authorities. For greater certainty, if the Charity FT Units are issued to a Subscriber resident in Québec for purposes of the Taxation Act (Québec) or who is otherwise liable to pay tax in Québec, or to a Subscriber who is a partnership or a limited partnership, of which any partner thereof who is resident in Québec for the purposes of the Taxation Act (Québec) or who is otherwise liable to pay tax in Québec, then the Company shall deliver to Subscribers the prescribed RL-11 Forms;
- g. prior to the execution of this Subscription Agreement by the Company, the Company has obtained a certificate in prescribed form (T100A-CERT) by a "qualified professional engineer or professional geoscientist" (as defined in the Tax Act) certifying that the Qualifying Expenditures to be renounced to the Subscriber will be incurred pursuant to an exploration plan that primarily targets Critical Minerals. The Company will attach the T100A-CERT with the T100A and shall file such forms with the CRA within the prescribed time under the Tax Act;
- h. the Company shall incur and renounce Qualifying Expenditures pursuant to the Subscription Agreement and all other agreements with other persons providing for the issue of Charity FT Units entered into by the Company on the Closing Date (collectively, the “**Other Agreements**”) before incurring and renouncing Qualifying Expenditures pursuant to any other agreement which the Company may subsequently enter into after the Closing Date with any person with respect to the issue of shares which are “flow-through shares” as defined in subsection 66(15) of the Tax Act. If the Company is required under the Tax Act or otherwise to reduce Qualifying Expenditures previously renounced to the Subscribers and unless the Subscribers are adversely affected and otherwise agree, the reduction shall be made pro rata by the number of Charity FT Units purchased only after it has first reduced to the extent possible all Qualifying Expenditures renounced to persons (other than the Subscribers) under any agreements relating to shares which are “flow-through shares” as defined in subsection 66(15) of the Tax Act entered into after the Closing Date;

- i. upon the Company becoming aware that on completion of a CRA review or audit of the Qualifying Expenditures spent by the Company, that CRA intends to challenge or deny the deduction of some or all of the Qualifying Expenditures renounced to the Subscriber hereunder, the Company will notify the Subscriber immediately, and upon the Company becoming aware of the fact that an amount purportedly renounced pursuant to the Subscription Agreement exceeds the amount that it is entitled to renounce under the Tax Act, the Company will notify the purchasers of Charity FT Units and comply with subsection 66(12.73) of the Tax Act, including the filing with the CRA of the statements contemplated therein, a copy of which will be sent concurrently to the purchasers of Charity FT Units;
 - j. the Company shall not enter into any other agreement which would prevent or restrict its ability to renounce Qualifying Expenditures to the Subscribers in the amount of the Commitment Amount; and
 - k. the Company shall maintain proper, complete and accurate accounting books and records relating to the Commitment Amount, the Qualifying Expenditures, the amounts renounced to the Subscribers under this Subscription Agreement and all transactions relating to the Qualifying Expenditures. The Company shall retain all such books and records as may be required to support the renunciation of Qualifying Expenditures contemplated by this Subscription Agreement and, upon reasonable notice, shall make such books and records available for inspection and audit by or on behalf of the purchasers of Charity FT Units, at the purchaser of such Charity FT Units sole expense.
6. The Subscriber represents and warrants that the funds representing the aggregate subscription price which will be advanced by the Subscriber, or, if applicable, by the Agent on behalf of the Subscriber, to the Company hereunder will not represent proceeds of crime for the purpose of the *Proceeds of Crime (Money Laundering) and Terrorist Financing Act* (Canada) (the “PCMLTF Act”) and the Subscriber acknowledges that the Company may in the future be required by law to disclose the Subscriber’s name and other information relating to this Subscription Agreement and the Subscriber’s subscription hereunder, on a confidential basis, pursuant to the PCMLTF Act. To the best of the Subscriber’s knowledge, none of the subscription funds to be provided hereunder (a) have been or will be obtained or derived, directly or indirectly, from or related to any activity that is deemed illegal under the laws of Canada or the United States or any other jurisdiction, or (b) are being tendered on behalf of a person or entity who has not been identified to the Subscriber. The Subscriber shall promptly notify the Company if the Subscriber discovers that any such representation ceases to be true, and shall provide the Company with appropriate information in connection therewith.
7. Nothing herein shall constitute or be construed to constitute a partnership of any kind whatsoever between the Subscribers or any of them and the Company.
8. This Subscription Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein.

9. Time shall be of the essence hereof.
10. The representations, warranties, obligations and agreements of the Company contained in this Subscription Agreement or in connection with the purchase and sale of the Charity FT Units shall survive the purchase of the Charity FT Units, the termination of this Subscription Agreement and the distribution of the Charity FT Units pursuant to the Prospectus and shall continue in full force and effect for such maximum period of time as any Subscriber may be entitled to commence an action, or exercise a right of rescission, with respect to a misrepresentation contained or incorporated by reference in the Prospectus pursuant to applicable securities laws, for the benefit of the Subscriber.
11. In the event of a conflict between the provisions of this Subscription Agreement and the provisions of the Agency Agreement, this Subscription Agreement shall prevail as it relates to the subscription by the Subscribers.
12. The subscriptions of the Subscribers are further subject to any rights available to the Subscribers under applicable securities laws.
13. This Subscription Agreement shall be binding on and enure to the benefit of the Subscribers and the Company and their respective heirs, executors, administrators, successors and assigns.

[Signature Page Follows]

DATED at the City of _____, in the Province of _____, this _____ day of _____, 2024.

RESEARCH CAPITAL CORPORATION
as the duly authorized agent of the Subscribers

Per: _____

This Subscription Agreement is accepted and agreed to by the Company at the City of _____, in the Province of _____, this _____ day of _____, 2024.

SAGA METALS CORP.

Per: _____

Name:

Title:

EXHIBIT “A”
TO SCHEDULE “B” OF THE SUBSCRIPTION AND RENUNCIATION AGREEMENT
FOR CHARITY FLOW-THROUGH UNITS

Name and Address of Subscriber	Social Insurance, Corporate Tax Account or Tax Shelter Number	Number of Charity FT Units Subscribed For	Aggregate Subscription Amount