UNDERWRITING AGREEMENT

March 4, 2021

International Consolidated Uranium Inc.
960 – 1055 West Hastings Street
Vancouver, BC V6E 2E9

Attention: Philip Williams, President and Chief Executive Officer

Dear Sirs/Mesdames:

Based on the terms and conditions set out below, Haywood Securities Inc. ("**Haywood**") and Red Cloud Securities Inc. (collectively, the "**Underwriters**") hereby severally, and not jointly, nor jointly and severally agree to purchase, in the respective percentages set out in Section 13 below from International Consolidated Uranium Inc. (the "**Company**"), and the Company by its execution of this Agreement (as defined below) agrees to issue and sell to the Underwriters, or Substituted Purchasers (as defined below), at the Time of Closing (as defined below), 4,175,000 units (the "**Offered Units**") of the Company at a price of $1.20 per Offered Unit for aggregate gross proceeds of $5,010,000, all subject to and in accordance with the provisions of Section 9. Each Offered Unit is comprised of one Common Share (as defined below) (each, a "**Unit Share**") and one-half of one Common Share purchase warrant (each whole warrant, a "**Warrant**"), with each Warrant being exercisable into one Common Share (a "**Warrant Share**") at an exercise price of $1.80 per Warrant Share for a period of 36 months after the Closing Date (as defined below). The description of the Warrants herein is a summary only and is subject to the specific attributes and detailed provisions of the Warrants to be set forth in the Warrant Indenture (as defined herein).

The Company hereby grants to the Underwriters, a one-time, non-assignable option (the "**Underwriters' Option**") to purchase up to an additional 850,000 units (the "**Additional Units**") from the Company on the same basis as the purchase of the Offered Units. The Underwriters' Option shall be exercisable, in whole or in part, by Haywood, on behalf of the Underwriters, giving written notice to the Company at any time up to 48 hours prior to the Closing Date, any such notice to specify the number of Additional Units to be purchased. Pursuant to such notice, the Underwriters shall purchase and the Company shall issue and sell the number of Additional Units indicated in such notice. The Underwriters will not be under any obligation to purchase any of the Additional Units prior to the exercise of the Underwriters' Option.

The offering of the Offered Units is referred to herein as the "**Offering**". Unless the context otherwise requires, all references to the "Offering", "Offered Units", "Unit Shares", "Warrants", "Warrant Shares", "Compensation Options" and "Compensation Option Shares" shall include any securities issued pursuant to the exercise of the Underwriters' Option.

Although the offer to purchase the Offered Units is being made by the Underwriters as Purchasers (as defined below), the Underwriters will endeavour to arrange for substituted purchasers (collectively, the "**Substituted Purchasers**") for the Offered Units under the applicable requirements in the Offering Jurisdictions (as defined below) with the effect that such Substituted Purchasers will be the initial Purchasers of the Offered Units. To the extent that Substituted Purchasers purchase Offered Units at the Closing (as defined below), the Underwriters shall not be obligated to purchase the Offered Units so purchased by such

Substituted Purchasers. It is further understood that the Underwriters agree to purchase or cause to be purchased the Offered Units, and that this commitment is not subject to the Underwriters being able to arrange Substituted Purchasers.

The Offered Units may be reoffered and resold to, or for the account or benefit of, persons in the United States (as defined below) and U.S. Persons (as defined below) on a private placement basis in accordance with Schedule "A" attached hereto, which Schedule forms a part of this Agreement, (i) by the Underwriters, acting through their U.S. Affiliates (as defined below), to Qualified Institutional Buyers (as defined below) on a private placement basis pursuant to the exemption from the registration requirements of the U.S. Securities Act (as defined below) provided by Rule 144A (as defined below) and (ii) by the Company to a limited number of Substituted Purchasers who are U.S. Accredited Investors (as defined below) on a private placement basis pursuant to the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D under the U.S. Securities Act and, in each case, pursuant to exemptions from the securities laws of each state of the United States, as applicable.

The following are the terms and conditions of the agreement between the Company and the Underwriters:

TERM AND CONDITIONS

Section 1 Certain Definitions and Interpretation

(1) In this Agreement:

"**Additional Units**" has the meaning given to that term in the second paragraph of this Agreement;

"**affiliate**", "**associate**", "**distribution**", "**material fact**", "**material change**" and "**misrepresentation**" have the respective meanings given to such terms in the *Securities Act* (British Columbia);

"**Agreement**" means this underwriting agreement;

"**Agreements and Instruments**" means any material contract, agreement, obligation, indenture, mortgage, deed of trust, loan or credit agreement, note, lease, license or other agreement or instrument to which the Company is a party or by which it may be bound, or to which any of the properties or assets of the Company are subject;

"**Anti-Money Laundering Laws**" has the meaning given to that term in Section 6(1)(cc) of this Agreement;

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

"**Claim**" or "**Claims**" has the meaning given to the respective term in Section 12 of this Agreement;

"**Closing**" means the closing of the Offering;

"**Closing Date**" means March 4, 2021 or any earlier or later date as may be agreed to by the Company and the Underwriters;

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

"**Company**" has the meaning given to that term in the first paragraph of this Agreement;

"**Company's Auditors**" means D&H Group LLP;

"**Compensation Options**" has the meaning given to that term in Section 10 of this Agreement;

"**Compensation Option Shares**" has the meaning given to that term in Section 10 of this Agreement;

"**Compensation Securities**" has the meaning given to that term in Section 2(1)(e);

"**COVID-19**" has the meaning given to that term in Section 6(1)(x) of this Agreement;

"**Documents**" means collectively this Agreement, the Subscription Agreements and the Warrant Indenture;

"**Due Diligence Materials**" means the documentation provided by the Company to the Underwriters and their counsel for the purposes of the Offering as at the Closing Date;

"**Due Diligence Review**" has the meaning given to that term in Section 4 of this Agreement;

"**Due Diligence Session**" has the meaning given to that term in Section 4 of this Agreement;

"**Engagement Letter**" means the engagement letter dated February 9, 2021 between Haywood and the Company in connection with the Offering;

"**Environmental Laws**" has the meaning given to that term in Section 6(1)(q) of this Agreement;

"**Exchange**" means the TSX Venture Exchange;

"**Expenses**" has the meaning given to that term in Section 9(2) of this Agreement;

"**Financial Statements**" means the audited annual consolidated financial statements of the Company as at and for the year ended December 31, 2019 and the year ended December 31, 2018 including the notes thereto;

"Governmental Authority" means (i) any international, multinational, national, federal, provincial, state, municipal, local or other government or governmental or public ministry, department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority, or (iv) any securities regulatory authority, stock exchange or securities market, including without limitation the Exchange;

"**Governmental Licenses**" has the meaning given to that term in Section 6(1)(t) of this Agreement;

"**Hazardous Materials**" has the meaning given to that term in Section 6(1)(q) of this Agreement;

"**Indemnified Party**" and "**Indemnified Parties**" has the meaning given to the respective term in Section 12 of this Agreement;

"**International Jurisdiction**" means any jurisdiction outside of Canada where the Offered Units may be offered and sold, as agreed to by the Company and the Underwriters;

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

"**Material Adverse Effect**" means any effect on or change in either the Company and the Subsidiaries (on a consolidated basis) or the business as described in the Public Record that is or is reasonably likely to be materially adverse to the results of operations, financial condition, assets, properties, capital, liabilities (contingent or otherwise), cash flow, income or business operations of the Company and the Subsidiaries, taken as a whole;

"**Material Properties**" means, collectively: (i) the Ben Lomand and Georgetown projects located in Queensland, Australia; (ii) the Mountain Lake project located in Nunavut, Canada; (iii) the Moran Lake project in Labrador, Canada; (iv) the Laguna Salada project located in Argentina; and (v) the Dieter Lake deposit located in Quebec, Canada;

"**NI 43-101**" means National Instrument 43-101 – S*tandards of Disclosure for Mineral Projects*;

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

"**Offered Units**" has the meaning given to that term in the first paragraph of this Agreement;

"**Offering**" means the offering by the Company on a private placement basis of the Offered Units in each of the Offering Jurisdictions;

"**Offering Jurisdictions**" means the Qualifying Jurisdictions and such International Jurisdictions as agreed to by the Company and the Underwriters;

"**Option Agreements**" means, collectively, (i) the option agreement dated May 14, 2020 between Mega Uranium Ltd. and the Company in respect of the Ben Lomand and Georgetown projects; (ii) the option agreement dated July 15, 2020 between IsoEnergy

Ltd. and the Company in respect of the Mountain Lake project; (iii) the option agreement dated November 18, 2020 between a private individual and the Company in respect of the Moran Lake project; and (iv) the option agreement dated December 14, 2020 between U308 Corp. and the Company in respect of Laguna Salada project;

"**Person**" means an individual, a firm, a corporation, a syndicate, a partnership, a trust, an association, an unincorporated organization, a joint venture, an investment club, a government or an agency or political subdivision thereof and every other form of legal or business entity of any nature or kind whatsoever;

"**Public Record**" means all information filed by or on behalf of the Company or any predecessor entity with the Securities Commissions in compliance, or intended compliance, with Securities Laws prior to the Closing Date;

"**Purchasers**" means the persons (which may include the Underwriters) who, as purchasers or beneficial purchasers acquire Offered Units by duly completing, executing and delivering a Subscription Agreement and any other required documentation;

"**Qualified Institutional Buyer**" means a "qualified institutional buyer" as such term is defined in Rule 144A;

"**Qualifying Jurisdictions**" means, collectively, each of the provinces of Canada;

"**Repayment Event**" means any event or condition which gives the holder of any note, debenture or other evidence of indebtedness (or any person acting on such holder's behalf) the right to require the repurchase, redemption or repayment of all or a portion of such indebtedness by the Company.

"Rule 144A" means Rule 144A adopted by the SEC under the U.S. Securities Act;

"**SEC**" means the United States Securities and Exchange Commission;

"**Securities Commissions**" means the applicable securities commission or regulatory authority in each of the Qualifying Jurisdictions;

"**Securities Laws**" means, collectively, all applicable securities laws of each of the Qualifying Jurisdictions and the respective rules and regulations under such laws together with applicable published policies, instruments, notices and orders of the Securities Commissions, the published rules, policies and notices of the Exchange;

"**Subscription Agreements**" means the subscription agreements for the Offered Units in the form agreed upon and entered into between the Company and each of the Purchasers in respect of the Offering and shall include, for greater certainty, all schedules thereto; and "Subscription Agreement" means any one of them, as the context requires;

"**Subsidiaries**" means NxGold Australia Pty Ltd and ICU Australia Pty Ltd;

"**subsidiary**" means a subsidiary for purposes of the *Securities Act* (British Columbia);

"**Substituted Purchasers**" has the meaning given to that term in the fourth paragraph of this Agreement;

"**Tax Act**" means the *Income Tax* Act (Canada) and any proposed amendments thereto announced publicly by or on behalf of the Minister of Finance (Canada) on or prior to the date of this Agreement;

"**Time of Closing**" means 8:00 a.m. (Toronto time) on the Closing Date or any other time on the Closing Date as may be agreed to by the Company and the Underwriters;

"**Transfer Agent**" means Computershare Investor Services Inc., the transfer agent and registrar for the Common Shares;

"**Underlying Securities**" means the Unit Shares and Warrants;

"**Underwriters' Commission**" has the meaning given to that term in Section 10(1) of this Agreement;

"**Underwriters' Option**" has the meaning given to that term in the second paragraph of this Agreement;

"**Unit Shares**" has the meaning given to that term in the first paragraph of this Agreement;

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

"**U.S. Accredited Investors**" means an institutional "accredited investor" within the meaning of Rule 501(a)(1), (2), (3) or (7) of Regulation D under the U.S. Securities Act;

"**U.S. Affiliate**" means the United States registered broker-dealer affiliate of an Underwriter;

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

"**U.S. Person**" means a U.S. Person as such term is defined in Rule 902(k) of Regulation S of the U.S. Securities Act;

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

"**Warrant**" has the meaning given to that term in the first paragraph of this Agreement;

"**Warrant Agent**" means Computershare Trust Company of Canada, the warrant agent and registrar for the Warrants;

"**Warrant Indenture**" means the warrant indenture to be entered into between the Company and the Warrant Agent dated as of the Closing Date, as amended or supplemented from time to time; and

"**Warrant Shares**" has the meaning given to that term in the first paragraph of this Agreement.

(2) *Headings, etc.* The division of this Agreement into sections, subsections, paragraphs and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. Unless something in the subject matter or context is inconsistent therewith, references herein to sections, subsections, paragraphs and other subdivisions are to sections, subsections, paragraphs and other subdivisions of this Agreement.

(3) *Currency.* Except as otherwise indicated, all amounts expressed herein in terms of money refer to lawful currency of Canada and all payments to be made hereunder shall be made in such currency unless otherwise noted.

(4) *Schedule.* The parties acknowledge that the schedule attached to this Agreement is deemed to be a part hereof and are hereby incorporated by reference herein.

Section 2 Offering Restrictions

(1) The Company acknowledges and each Underwriter hereby severally represents, warrants, covenants and agrees that:

(a) such Underwriter shall: (i) only solicit subscriptions for Offered Units and sell the Offered Units on a private placement basis in accordance with the terms and conditions of this Agreement and in compliance with all applicable Securities Laws and securities laws of the United States, the rules of the Investment Industry Regulatory Organization of Canada and securities regulations applicable to the Underwriters, in those jurisdictions where they may be lawfully offered for sale or sold; (ii) not offer, sell, trade or otherwise do any act in furtherance of a trade of the Offered Units so as to require registration thereof or the filing of a prospectus, offering memorandum or similar document with respect thereto under the laws of any jurisdiction and will not solicit offers to purchase or sell the Offered Units in any jurisdiction outside of Canada (including the United States) where the solicitation, sale or trade of the Offered Units would result in any ongoing disclosure requirements in such jurisdiction or any registration requirements in such jurisdiction; (iii) obtain from each Purchaser an executed Subscription Agreement in the appropriate form agreed to by the Company and the Underwriters together with all requisite forms, undertakings and materials; and (iv) not make available to prospective Purchasers of the Offered Units any documents which would constitute an offering memorandum as defined under the Securities Laws and will not advertise the proposed sale of such securities in printed public media, radio, television or telecommunications, including electronic display;

(b) the Offered Units have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may not be offered or sold in the United States or, to or for the benefit of, U.S. persons, except to Qualified Institutional Buyers in accordance with Rule 144A, or directly by the Company to U.S. Accredited Investors in accordance with Rule 506(b) of Regulation D under the U.S. Securities Act, and in each case under the applicable laws of any U.S. state, and accordingly, such Underwriter agrees that offers and sales of the

Offered Units in the United States, or to as, for the accounts or benefits of U.S. Persons, shall be conducted only in the manner specified in Schedule "A" hereto, which terms and conditions are hereby incorporated by reference in and form a part of this Agreement;

(c) such Underwriter at its own expense may offer selling group participation in the normal course of the brokerage business to selling groups of other licensed dealers, brokers and investments dealers, who may or who may not be offered part of the Underwriters' Commission, provided that any such selling group participants shall be required to comply with the terms of this Agreement as if they were original signatories hereto;

(d) each Underwriter is a duly registered broker-dealer in the jurisdictions where they offer and sell the Offered Units to Purchasers; and

(e) it acknowledges that the Compensation Options and the Compensation Option Shares (collectively, the "**Compensation Securities**") have not been and will not be registered under the U.S. Securities Act, and the Compensation Options may not be exercised in the United States or by, or for the account or benefit of, any U.S. Person or person in the United States, except pursuant to an exemption from the registration requirements of the U.S. Securities Act. In connection with the issuance of the Compensation Securities, as the case may be, each of the Underwriters represents and warrants that (i) it is not a U.S. Person and it is not acquiring the Compensation Securities in the United States, or on behalf of a U.S. Person or a person located in the United States, (ii) this Agreement was executed and delivered outside the United States, and (iii) it is acquiring the Compensation Securities as principal for its own account and not for the benefit of any other person.

Section 3 Obligations of the Company

(a) The Company undertakes to file or cause to be filed, on a timely basis and within the time periods stipulated by Securities Laws all forms, undertakings and other documents required to be filed by the Company under Securities Laws in connection with the issue and sale of the Offered Units so that the distribution of the Offered Units may lawfully occur without the necessity of filing a prospectus, registration statement, offering memorandum or similar document. All fees payable in connection with such filings shall be at the sole expense of the Company.

(b) The Company further agrees to comply with all Securities Laws and securities laws of the United States in connection with the distribution of the Offered Units.

(c) Subject to compliance with Securities Laws, any press release of the Company relating to the Offering will be provided in advance to the Underwriters. The Company will agree to the form and content thereof with the Underwriters prior to the release thereof. Any press release issued concerning the Offering shall include substantially the following:

[For the Canadian and U.S. press release only:] "**Not for dissemination in the United States or for distribution to U.S. newswire services.**"

[For the Canadian and U.S. press releases:] "The securities offered have not been registered under the U.S. Securities Act of 1933, as amended, or any applicable state securities laws and may not be offered or sold in the United States absent registration under the U.S. Securities Act of 1933, as amended, and any applicable state securities laws, or compliance with an exemption therefrom. This press release shall not constitute an offer to sell or the solicitation of an offer to buy nor shall there be any sale of the securities in any state in which such offer, solicitation or sale would be unlawful."

(d) The Company shall not (i) provide to prospective Purchasers of the Offered Units any document or other material that would constitute an offering memorandum or future oriented financial information within the meaning of the Securities Laws; or (ii) engage in any form of general solicitation or general advertising in connection with the offer and sale of the Offered Units, including but not limited to, causing the offering of the Offered Units to be advertised in any newspaper, magazine, printed public media, printed media or similar medium of general and regular paid circulation, broadcast over radio, television or telecommunications, including electronic display.

(e) The Company hereby covenants to and in favour of the Underwriters and the Purchasers, and acknowledges that each of them is relying on such covenants, as follows:

(i) the Company shall allow the Underwriters and their representatives the opportunity to conduct all due diligence which the Underwriters may reasonably require to be conducted prior to the Closing Date in order to: (A) confirm the Public Record is accurate, current and complete in all material respects; and (B) fulfill the Underwriters' obligations as an underwriter under the Securities Laws or as they determine is advisable to protect their reputation and the investment of Purchasers in the Offering;

(ii) the Company shall use its reasonable best efforts to fulfil or cause to be fulfilled, at or prior to the Closing Date, each of the conditions set out in Section 5 to the extent the same are in respect of acts to be performed or caused to be performed by it;

(iii) the Company shall deliver to the Underwriters copies of all correspondence and other written communications received by the Company, on the one hand and any securities regulatory authority or other Governmental Authority, on the other hand, relating to the Offering of the Offered Units and will generally keep the Underwriters apprised of the status of, including all developments relating to, the Offering;

(iv) the Company shall duly execute and deliver this Agreement and the Subscription Agreements and comply with and satisfy all terms,

conditions and covenants therein contained to be complied with or satisfied by the Company; and

(v) the Company shall deliver the Offered Units and ensure that the Underlying Securities shall be duly and validly authorized and issued in accordance with the terms thereof and have the attributes corresponding in all material respects to the description thereof set forth in this Agreement and the Subscription Agreements.

Section 4 Due Diligence

During the time prior to the Time of Closing, the Underwriters, their legal counsel, and technical consultants will be provided with timely access to all information required to permit them to conduct a full due diligence investigation of the Company and its business operations, properties, assets, affairs and financial condition. In particular, the Company will make available to the Underwriters, their legal counsel, auditors and technical consultants, on a timely basis, all corporate and operating records, material contracts, reserve reports, technical reports, feasibility studies, financial information, budgets, key officers, and other relevant information necessary in order to complete the due diligence investigation of the Company and its business operations, properties, assets, affairs and financial condition for this purpose (the "**Due Diligence Review**"). Without limiting the generality of the foregoing, the Company shall make available its senior management and the Company's Auditors to answer any questions which the Underwriter may have and, except for the Company's Auditors, to participate in one or more due diligence sessions, either by way of written or oral responses, or both, to be held prior to the Time of Closing (collectively, the "**Due Diligence Session**"). All information requested by the Underwriters, its counsel and technical consultants in connection with the Due Diligence Review of the Underwriters will be treated as confidential and will only be used in connection with the Offering. The Underwriters will rely on information prepared or supplied by the Company believed by the Underwriters to be reliable and the Underwriters will apply reasonable standards of diligence to such work. However, the Underwriters will be entitled to rely on and assume no obligation to verify the accuracy or completeness of such information and under no circumstances will be liable to the Company or the Company's securityholders for any damages arising out of the inaccuracy or incompleteness of such information except as required by law.

Section 5 Conditions of Closing

The Underwriters' obligations under this Agreement (including the obligation to complete the purchase of the Offered Units or any of them) and the obligations of the Purchasers under the Subscription Agreements are conditional upon and subject to the accuracy, in all material respects, of the representations and warranties of the Company contained in this Agreement as of the date of this Agreement and as of the Time of Closing, the performance of the Company of its obligations under this Agreement and to the satisfaction of each of the following conditions, subject to the Underwriters' right to waive some or all of the following conditions:

(1) *Canadian Legal Opinions.* The Underwriters and Underwriters' counsel receiving favourable legal opinions at the Time of Closing, from (i) Cassels Brock & Blackwell LLP, Canadian counsel to the Company, as to matters governed by the laws of those of the Qualifying Jurisdictions in respect of which a distribution of Offered Units to Purchasers under the Offering has occurred and in which Cassels Brock & Blackwell LLP, respectively, is qualified to render legal opinions; and (ii) local counsel with respect to matters in the other Qualifying Jurisdictions in respect of which a distribution of Offered

Units to Purchasers under the Offering has occurred, which counsel in turn may rely as to matters of fact on certificates of officers, public and exchange officials or of the auditor of the Company, to the effect, or substantially to the effect set forth below:

(a) the Company having been incorporated and existing under the laws of British Columbia;

(b) the Company having the corporate capacity and power to own and lease its properties and assets and to conduct its business as now currently conducted, to execute and deliver the Documents and to carry out the transactions contemplated by the Documents;

(c) as to the authorized and issued share capital of the Company;

(d) all necessary corporate action having been taken by the Company to authorize the execution and delivery of each of the Documents and the performance of its obligations hereunder and thereunder;

(e) all necessary corporate action having been taken by the Company to authorize the creation, execution, issuance and delivery of the Underlying Securities;

(f) the Unit Shares have been duly and validly issued as fully paid and non-assessable Common Shares;

(g) the Warrants have been duly and validly created and issued and the Warrant Shares have been authorized and allotted for issuance and, upon the due exercise of the Warrants in accordance with the provisions of the Warrant Indenture, including payment of the exercise price therefor, the Warrant Shares will be validly issued as fully paid and non-assessable Common Shares;

(h) the Compensation Options have been duly and validly created and issued and the Compensation Option Shares have been authorized and allotted for issuance and, upon the due exercise of the Compensation Options in accordance with their terms, including payment of the exercise price therefor, the Compensation Option Shares will be validly issued as fully paid and non-assessable Common Shares;

(i) each of the Documents having been duly executed and delivered by the Company and each of the Documents constituting a legal, valid and binding obligation of, and is enforceable against the Company, in accordance with its respective terms (subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally, general equitable principles including the availability of equitable remedies and the qualification that no opinion need be expressed as to rights to indemnity or contribution);

(j) the execution and delivery by the Company of each of the Documents, the fulfilment of the terms hereunder and thereunder by the Company, including the issue, sale and delivery on the Closing Date of the Offered Units, to the Underwriters or the Purchasers, as the case may be, do not constitute or result in a breach of or a default under, and do not create a state of facts which, after notice or lapse of time or both, will constitute or result in a breach of, and will not

conflict with, any of the terms, conditions or provisions of the articles or by-laws of the Company, or any applicable law of the Province of British Columbia;

(k) the offering, sale and issuance of the Offered Units to the Purchasers and the issuance of the Compensation Options to the Underwriters, as the case may be, are exempt from the prospectus and registration requirements of the Securities Laws, and no prospectus is required to be filed nor are any other documents required to be filed, proceedings taken, or approvals, permits, consents or authorizations obtained by the Company under the Securities Laws to permit the offer, issue and sale of the Offered Units by the Company to the Purchasers and the issuance of the Compensation Options to the Underwriters, as applicable, in the Qualifying Jurisdictions, it is noted however that the Company is required to file within 10 days of the Closing Date, a report in Form 45-106F1 prepared in accordance with applicable Securities Laws, with securities regulators in each applicable Qualifying Jurisdiction and together with the requisite filing fees;

(l) no other documents will be required to be filed, proceedings taken or approval, permits, consents, orders or authorizations of regulatory authorities required to be obtained under Securities Laws in connection with the first trade in the Offered Units by a Purchaser resident in the Qualifying Jurisdictions or in the Compensation Options by an Underwriter resident in the Qualifying Jurisdictions (other than a trade which is otherwise exempt under applicable Securities Laws) provided that, at the time of such trade:

(i) the Company is and has been a reporting issuer in a jurisdiction of Canada for the four months immediately preceding the trade;

(ii) at least four months have elapsed from the date of distribution of the securities;

(iii) the certificates, if any, representing the Underlying Securities, the Warrant Shares, the Compensation Options or the Compensation Option Shares carry the legend required by section 2.5(2)3(i) of NI 45-102;

(iv) if the Underlying Securities, the Warrant Shares, the Compensation Options or the Compensation Option Shares are entered into a direct registration or other electronic book-entry system, or if the Purchaser did not directly receive a certificate representing such securities, the Purchaser received written notice containing the legend restriction notation required by section 2.5(2)3(i) of NI 45-102;

(v) the trade is not a “control distribution” as such term is defined in NI 45-102;

(vi) no unusual effort is made to prepare the market or to create a demand for the securities that are the subject of the trade;

(vii) no extraordinary commission or consideration is paid to a person or company in respect of the trade; and

(viii) if the selling security holder is an insider or officer of the Company, the selling security holder has no reasonable grounds to believe that the Company is in default of securities legislation;

(m) the Unit Shares, the Warrant Shares and the Compensation Option Shares having been conditionally accepted for listing by the Exchange, subject to the Company fulfilling all requirements of the Exchange;

(n) the Transfer Agent having been appointed as transfer agent with respect to the Common Shares and the Warrant Agent having been appointed as warrant agent with respect to the Warrants; and

(o) such other matters as the Underwriter's legal counsel may reasonably request prior to the Time of Closing,

in a form acceptable to counsel to the Underwriters, Stikeman Elliott LLP, acting reasonably;

(2) *Title Opinion*. At the Time of Closing, the Underwriters and the Underwriters' counsel shall have received a favourable title opinion addressed to the Underwriters with respect to the Company's Moran Lake project in form and substance satisfactory to the Underwriters and Underwriters' counsel, acting reasonably;

(3) *U.S. Legal Opinion.* If any Offered Units are sold in the United States or to, or for the account or benefit of, a U.S. Person, at the Time of Closing, the Underwriters shall have received from United States counsel to the Company, Nauth LPC, in form and substance satisfactory to the Underwriters and Underwriters' counsel, acting reasonably, a legal opinion to the effect that no registration of the Offered Units will be required under the U.S. Securities Act in connection with the offer and sales that actually take place in the United States or to, or for the account or benefit of, U.S. Persons through the U.S. Affiliates in accordance with and reliance upon this Agreement, Schedule "A" hereto, it being understood that such counsel shall not be required to provide any legal opinion with regard to the subsequent transfer, resale, pledge, exchange or other disposition of any of the Offered Units;

(4) *Officer's Certificates.* The Underwriters having received certificates dated the Closing Date, signed by a senior officer of the Company in form and content satisfactory to the Underwriters, acting reasonably, with respect to:

(a) the constating documents of the Company;

(b) the resolutions of the directors of the Company relevant to the Offering, the allotment, issue (or reservation for issue) and sale of the Offered Units, and the authorization of the Documents, and the other agreements and transactions contemplated by this Agreement; and

(c) the incumbency and signatures of signing officers of the Company;

(5) *Certificates of Status.* The Company having delivered to the Underwriters, at the Time of Closing, a certificate of compliance/status (or equivalent) under applicable law for the Company, dated within two days of the Closing Date;

(6) *Closing Certificates.* The Company having delivered to the Underwriters, at the Time of Closing (unless the Time of Closing is concurrent with the signing of this Agreement), a certificate dated the Closing Date, addressed to the Underwriters and signed by a senior officer of the Company, certifying for and on behalf of the Company, and not in their personal capacity, after having made due inquiries, with respect to the following matters:

(a) the Company having complied with all the covenants and satisfied all the terms and conditions of this Agreement on its part to be complied with and satisfied at or prior to the Time of Closing;

(b) no order, ruling or determination (including any stop order) having the effect of ceasing or suspending trading in any securities of the Company or prohibiting the sale of the Offered Units or any of the Company's issued securities having been issued and no proceeding for such purpose being pending or, to the knowledge of such officers, threatened by any securities regulatory authority or stock exchange in Canada;

(c) there having not occurred (i) a Material Adverse Effect, or any change or development involving a prospective Material Adverse Effect, or the coming into existence of a new material fact, other than as disclosed in the Public Record; and (ii) except as disclosed in the Public Record, no transactions have been entered into by the Company which are or would be material to the Company, other than in the ordinary course of business; and

(d) the representations and warranties of the Company contained in this Agreement and in any certificates of the Company delivered pursuant to or in connection with this Agreement, being true and correct in all material respects as at the Time of Closing, with the same force and effect as if made on and as at the Time of Closing, after giving effect to the transactions contemplated by this Agreement;

(7) *No Termination.* The Underwriters not having exercised any rights of termination set forth in Section 11;

(8) *Adverse Proceedings.* At the Time of Closing, no order, ruling or determination having the effect of ceasing or suspending trading in any securities of the Company or prohibiting the sale of the Offered Units or any of the Company's issued securities being issued and no proceeding for such purpose being pending or, to the knowledge of the Company, threatened in Canada;

(9) *Covenants*. The Company having complied with all of its covenants and obligations required to be satisfied at or prior to the Time of Closing;

(10) *Subscription Agreements*. The Subscription Agreements, at the Time of Closing, shall have been executed and delivered by the Company in form and substance satisfactory to the Underwriter and their counsel, acting reasonably; and

(11) *Other Documentation.* The Underwriters having received at the Time of Closing, such further certificates, opinions of counsel and other documentation from the Company as may be contemplated herein or as the Underwriters or their counsel may reasonably require, provided, however, that the Underwriters or their counsel shall request any such certificate or document within a reasonable period prior to the Time of Closing that is

sufficient for the Company to obtain and deliver such certificate, opinion or document, and in any event, at least two Business Days prior to the Time of Closing.

Section 6 Representations and Warranties of the Company

(1) The Company hereby represents and warrants to the Underwriters and the Purchasers, intending that the same may be relied upon by the Underwriters and the Purchasers, (and confirms for greater certainty, that the Purchasers in addition to the Underwriters, shall have the benefit of such representations and warranties as if they had been made directly to the Purchasers under its respective Subscription Agreements with such changes as are necessary in order to reflect that such representations and warranties are being made by the Company to the Purchaser) that:

(a) *Good Standing of the Company.* The Company has been incorporated, amalgamated or organized and is existing under the laws of the jurisdiction of its incorporation and is current and up to date in all material respects with all filings required to be made by it in such jurisdiction, and has all requisite corporate power, capacity and authority to carry on its business, as now conducted and to own, lease and operate its properties and assets and to carry out the transactions contemplated by this Agreement including executing and delivering the Documents and carrying out the obligations thereunder; the Company is duly qualified or authorized to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business; the Company is, in all material respects, conducting its business in compliance with all applicable laws; and no proceedings have been taken, instituted or are pending for the dissolution or liquidation of the Company.

(b) *Subsidiaries.* The Company's sole subsidiaries are the Subsidiaries, and the Company beneficially owns, directly or indirectly, 100% of the issued and outstanding voting shares in the capital of such entities, free and clear of all Liens, all of such shares having been duly authorized and validly issued and outstanding as fully paid and non-assessable shares, and no person has any right, agreement, or option, present or future, contingent or absolute, or any right capable of becoming a right, agreement, or option, for the purchase from the Company of any interest in any such shares or for the issue or allotment of any unissued shares in the capital of the Subsidiaries or any securities convertible into or exchangeable for any such shares.

(c) *Share Capital of the Company.* As of the date hereof, the authorized share capital of the Company consists of an unlimited number of Common Shares. As of the close of business on March 3, 2021, 30,487,288 Common Shares, 14,290,942 Common Share purchase warrants and 2,525,000 options are issued and outstanding.

(d) *Listed Securities*. The currently issued and outstanding Common Shares are listed on the Exchange and the Exchange has or will have prior to the Time of Closing conditionally approved the listing of the Unit Shares, Warrant Shares and Compensation Option Shares.

(e) *Authorization.* At the Time of Closing, the Company will have taken all necessary corporate action so as to: (i) validly issue the Unit Shares as fully paid and non-assessable Common Shares; (ii) validly create, authorize and issue the Warrants; (iii) allot and authorize the issuance of the Warrant Shares as fully paid and non-assessable Common Shares upon the due exercise of the Warrants in accordance with the terms of the Warrant Indenture; (iii) validly create, authorize and issue the Compensation Options; and (iv) allot and authorize the issuance of the Compensation Option Shares as fully paid and non-assessable Common Shares upon the due exercise of the Compensation Options in accordance with their terms.

(f) *Absence of Rights.* Except as disclosed in the Public Record, or as set forth in Section 6(1)(c) above, no person has any right, agreement or option, present or future, contingent or absolute, pre-emptive or contractual, or any right capable of becoming a right, agreement or option, for the issue or allotment of any unissued Common Shares or any other agreement or option, for the issue or allotment of any unissued Common Shares or any other security convertible into or exchangeable for any such Common Shares or to require the Company to purchase, redeem or otherwise acquire any of the issued and outstanding Common Shares.

(g) *Financial Statements*. The Financial Statements and the notes thereto contain no misrepresentation and:

(i) present fairly, in all material respects, the financial position of the Company (on a consolidated basis) as at the dates thereof and for the periods specified in such Financial Statements; and

(ii) have been prepared in conformity with International Financial Reporting Standards, as applicable applied consistently throughout the periods involved.

(h) *Liabilities*. The Company and the Subsidiaries do not have any liabilities, obligations, indebtedness or commitments, whether accrued, absolute, contingent or otherwise, which are not disclosed or referred to in the Financial Statements, other than liabilities, obligations, or indebtedness or commitments (i) incurred in the normal course of business, or (ii) which would not reasonably be expected to have a Material Adverse Effect.

(i) *No Default*. The Company is not in default or breach or violation of, and the execution and delivery of, and the entering into and performance of, and compliance with, the terms of the Documents do not and will not:

(i) result in any breach of, or constitute a default under, and do not and will not create a state of facts which, after notice or lapse of time or both, would result in a breach of or constitute a default under, any term or provision of the (A) constating documents, (B) resolutions of the board of directors (or any committee thereof) of the Company, (C) any applicable laws, (D) any Agreements and Instrument, or (E) any judgment, decree, order, statute, rule or regulation applicable to the Company, which default

or breach might reasonably be expected to have a Material Adverse Effect; or

(ii) result in a Repayment Event or create a right for any other party to terminate, accelerate or in any way alter any other rights existing under any Agreements and Instruments, or result in the creation or imposition of any Lien upon any properties or assets of the Company, in each case which might reasonably be expected to have a Material Adverse Effect.

(j) *Independent Auditors*. The Company's Auditors are independent with respect to the Company within the meaning of the CPA Canada Handbook.

(k) *No Reportable Events.* There has not been any reportable event (within the meaning of Section 4.11 of National Instrument 51-102 - *Continuous Disclosure Obligations* of the Canadian Securities Administrators) with the Company's Auditors.

(l) *Accounting Controls*. 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 International Financial Reporting Standards and to maintain asset accountability, (iii) access to 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.

(m) *Accounting Policies*. There has been no change in accounting policies or practices of the Company since December 31, 2019, other than as disclosed in the Financial Statements.

(n) *Material Assets.* Each of the Company and/or the Subsidiaries is the absolute legal and beneficial owner of, and has good and marketable title to, all of its material assets as described in the Public Record or the Due Diligence Materials, free of all Liens other than as disclosed in the Public Record or the Due Diligence Materials and no other assets are necessary for the conduct of the business of the Company and/or the Subsidiaries as currently carried on and there are no restrictions on the ability of the Company and/or the Subsidiaries to use, access or transfer such assets, and the Company does not know of any claim or basis for a claim that might or could adversely affect its rights to use, access or transfer such assets and, other than as described in the Public Record or the Due Diligence Materials, the Company and the Subsidiaries have no responsibility or obligation to pay any commission, royalty, licence, fee or similar payment to any person with respect to the assets thereof. Any and all agreements pursuant to which the Company and/or the Subsidiaries hold their material assets or are entitled to the use of or to acquire ownership of material assets (whether directly or indirectly) are valid and subsisting agreements in full force and effect, enforceable in accordance with their respective terms, and there is currently no material default of any of the provisions of any such agreements nor has any such default been alleged, and the Company is not

aware of any disputes with respect thereto and such assets are in good standing under the applicable statutes and regulations of the jurisdictions in which they are situate. Other than as described in the Public Record or the Due Diligence Materials, none of the material assets of the Company or the Subsidiaries (including with respect to any interest in or right to earn an interest in any material assets) are subject to any right of first refusal or purchase or acquisition right.

(o) *Material Properties and Mining Rights*. The Company and the Subsidiaries hold such freehold title, mining leases, mining concessions, mining claims or other conventional property, proprietary or contractual interests or rights, including access and surface rights, recognized in the jurisdiction in which the Material Properties are located in respect of which the Company and the Subsidiaries have an interest, all as described in the Public Record or the Due Diligence Materials, which rights are sufficient to permit the Company and the Subsidiaries to conduct such activities as described in the Public Record and the Due Diligence Materials; neither the Company nor the Subsidiaries is in default of any of the material provisions of any such agreements, including failure to fulfill any payment or work obligation thereunder, nor has any such default been alleged.

(p) *Valid Title Documents*. Any and all of the agreements and other documents and instruments pursuant to which the Company or the Subsidiaries holds an interest in the Material Properties (including any of the Option Agreements), are, other than as described in the Public Record or the Due Diligence Materials, valid and subsisting agreements, documents or instruments in full force and effect, enforceable in accordance with the terms thereof, and neither Company nor the Subsidiaries is in default of any of the material provisions of any such agreements, documents or instruments, nor has any such default been alleged. The Material Properties (and the Option Agreements) are not subject to any right of first refusal or purchase or acquisition rights.

(q) *Mineral Property Information.* The Company is in material compliance with the provisions of NI 43-101. The information set forth in the Public Record relating to scientific and technical information have been prepared in accordance with Canadian industry standards for disclosure set forth in NI 43-101 and in material compliance with Securities Laws.

(r) *No Indigenous Claims*. There are no claims or actions with respect to indigenous rights currently outstanding, or to the knowledge of the Company, threatened or pending, with respect to the Material Properties. There are no land entitlement claims having been asserted or any legal actions relating to indigenous issues having been instituted with respect to the Material Properties, and no material dispute in respect of the Material Properties with any local or indigenous group exists or, to the knowledge of the Company, is threatened or imminent.

(s) *Environmental Laws.* (i) The Company and the Subsidiaries are in compliance, in all material respects, with any applicable federal, provincial, local or municipal statute, law, rule, regulation, ordinance, code, policy or any judicial or administrative interpretation thereof, including any judicial or administrative

order, consent decree or judgment, relating to pollution or protection of human health, the environment (including, without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or wildlife, including, without limitation, laws and regulations relating to the release or threatened release of chemicals, pollutants, contaminants, wastes, toxic substances, hazardous substances, petroleum or petroleum products (collectively, "**Hazardous Materials**") or to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Materials (collectively, "**Environmental Laws**"), (ii) the Company and/or the Subsidiaries have all permits, authorizations and approvals required under any applicable Environmental Laws to carry on their business as currently conducted and, to the knowledge of the Company, are in compliance with any material requirements thereof, and (iii) there are no pending, or to the knowledge of the Company, threatened administrative, regulatory or judicial actions, suits, demands, demand letters, claims, Liens, notices of non-compliance or violation, investigation or proceedings relating to any Environmental Laws against the Company or the Subsidiaries, which if determined adversely, would reasonably be expected to have a Material Adverse Effect.

(t) *Possession of Licenses and Permits.* The Company and/or the Subsidiaries possess such permits, certificates, licenses, approvals, consents and other authorizations (collectively, "**Governmental Licenses**") issued by the appropriate Governmental Authorities, as necessary to own, lease, use, stake or maintain their properties and to conduct the business now operated by them. The Company and the Subsidiaries are in compliance with the terms and conditions of all such Governmental Licenses except where such non-compliance would not reasonably be expected to have a Material Adverse Effect. All of the Governmental Licenses are valid and in full force and effect. Neither the Company nor the Subsidiaries has received any notice of proceedings relating to the revocation or modification of any such Governmental Licenses.

(u) *Material Contracts.* All of the material contracts and agreements of the Company not made in the ordinary course of business (or made in the ordinary course of business but required to be disclosed in the Public Record by Securities Laws) (collectively the "**Material Contracts**") have been disclosed in the Public Record and, other than as described in the Public Record or the Due Diligence Materials, each is valid, subsisting, in good standing and in full force and effect, and enforceable in accordance with their terms. The Company has not received notification from any party claiming that the Company is in breach or default under any Material Contract.

(v) *Option Agreements.* Each of the Option Agreements has been disclosed in the Public Record as required under Securities Law and, other than as described in the Public Record or the Due Diligence Materials, each is valid, subsisting, in good standing and in full force and effect, and enforceable in accordance with their terms. The Company has not received notification from any party claiming that the Company is in breach or default under any Option Agreement.

(w) *No Material Adverse Effect.* Since December 31, 2019, (i) there has been no change in the condition (financial or otherwise), or in the properties, capital,

affairs, prospects, operations, assets or liabilities of the Company on a consolidated basis, whether or not arising in the ordinary course of business which would reasonably be expected to give rise to a Material Adverse Effect, and (ii) there have been no transactions entered into by the Company, other than those in the ordinary course of business, which are material with respect to the Company on a consolidated basis, except as disclosed in the Public Record.

(x) *COVID-19.* To the knowledge of Company, the Public Disclosure Record accurately discloses the material impacts of the novel coronavirus disease outbreak ("**COVID-19**") on the Company. The Company has been monitoring the COVID-19 outbreak and the potential impact at all of its operations and has used reasonable commercial efforts to put appropriate control measures in place to, in good faith and based on its judgment at the relevant time, minimize the risk to the wellness of all of its employees while continuing to operate.

(y) *Absence of Proceedings.* There is no action, suit, proceeding, or to the knowledge of the Company any inquiry or investigation before or brought by any court or Governmental Authority, now pending or, to the knowledge of the Company, threatened against or affecting the Company, which is required to be disclosed in the Public Record and which is not so disclosed, or which if determined adversely, would have a Material Adverse Effect, or which if determined adversely would materially and adversely affect the consummation of the transactions contemplated in this Agreement or the performance by the Company of its obligations hereunder.

(z) *Outstanding Judgements*. There is no outstanding judgment, order, decree, arbitral award or decision of any court, tribunal or governmental agency against the Company.

(aa) *Consents and Approvals.* None of the offering, sale and issuance of the Offered Units, the execution and delivery of the Documents, the compliance by the Company with the provisions of the Documents or the consummation of the transactions contemplated thereunder, do or will require the consent, approval, or authorization, order or agreement of, or registration or qualification with, any Governmental Authority or other Person, except as may be required under the Securities Laws of the Qualifying Jurisdictions and will be obtained by the Closing Date or such later date as permitted under the Securities Laws of the Qualifying Jurisdictions.

(bb) *Unlawful Payment.* Neither the Company nor the Subsidiaries, nor to the knowledge of the Company, any of its directors, officers or employees, has violated any anti-bribery or anti-corruption laws applicable to the Company, or made any unlawful contribution or other payment to any official of, or candidate for, any federal, state, provincial or foreign office, or failed to disclose fully any contribution, in violation of any law, or made any payment to any foreign, Canadian, or provincial governmental officer or official, or other Person charged with similar public or quasi-public duties, other than payments required or permitted by applicable laws.

(cc) *Money Laundering*. The operations of the Company and the Subsidiaries have been conducted at all times in material compliance with all applicable financial

recordkeeping and reporting requirements of applicable anti-money laundering statutes of jurisdictions where the Company and the Subsidiaries conduct business, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Governmental Authority (collectively, the "**Anti-Money Laundering Laws**"), and no action, suit or proceeding by or before any court or Governmental Authority or any arbitrator involving the Company or the Subsidiaries with respect to the Anti-Money Laundering Laws is to the knowledge of the Company, pending or threatened.

(dd) *Brokerage Fees.* Other than the Underwriters (or any members of its selling group), there is no Person, firm or corporation acting or, to the knowledge of the Company, purporting to act at the request of the Company, who is entitled to any brokerage or finder's fees in connection with the Offering contemplated herein.

(ee) *Entitlement to Fees*. Other than the Company, there is no person that is or will be entitled to the proceeds of the Offering under the terms of any Agreements or Instruments, or other document or agreement (written or unwritten).

(ff) *Authorization of Documents.* At the Time of Closing, the Documents will have been duly authorized, executed and delivered by the Company and in each case, will be a legal, valid and binding obligation of, and will be enforceable against, the Company in accordance with its terms (subject to bankruptcy, insolvency or other laws affecting the rights of creditors generally, the availability of equitable remedies and the qualification that rights to indemnity and waiver of contribution may be contrary to public policy).

(gg) *Continuous Disclosure.* The Company has complied in all material respects with applicable Securities Laws, including its continuous disclosure obligations and has disclosed all material facts and material changes in accordance with applicable Securities Laws. Since December 31, 2018, the information and statements in the Public Record were true and correct in all material respects at the time that such documents were filed and contained no misrepresentation, the whole as of the respective dates of such information and statements.

(hh) *No Default.* The Company, is not in default of any material term, covenant or condition under or in respect of any judgment, order, or material agreement or instrument to which it is a party or to which it or any of the property or assets (including any royalty or interest therein) thereof are or may be subject, and no event has occurred and is continuing, and no circumstance exists which has not been waived, which constitutes a default in respect of any material commitment, agreement, document or other instrument to which the Company is a party or by which it is otherwise bound entitling any other party thereto to accelerate the maturity of any amount owing thereunder or which could reasonably be expected to have a Material Adverse Effect.

(ii) *Filings*. All material filings and fees required to be made and paid by the Company pursuant to Securities Laws and applicable Canadian corporate laws, have been made and paid and such filings were true and accurate as at the

respective dates thereof. The Company is not aware of any legislation, or proposed legislation, which it anticipates will have a Material Adverse Effect.

(jj) *Interest of Insiders*. Other than as disclosed in the Public Record, none of the directors, officers or employees of the Company, any known holder of more than 10% of any class of shares of the Company, or to the knowledge of the Company, any known associate or affiliate of any of the foregoing persons or companies, has had any material interest, direct or indirect, in any material transaction within the previous two years or has any material interest in the Offering.

(kk) *Shareholder Agreements*. Neither the Company nor to the knowledge of the Company any of its shareholders is a party to any shareholders agreement, pooling agreement, voting trust or other similar type of arrangements in respect of outstanding securities of the Company.

(ll) *Interest in Revenues*. No officer, director, employee or any other person not dealing at arm's length with the Company, or to the knowledge of the Company, any associate or affiliate of such person, owns, has or is entitled to any royalty, net profits interest, carried interest, licensing fee, or any other encumbrances or claims of any nature whatsoever which are based on the revenues of the Company, other than as disclosed in the Public Record.

(mm) *Employees*. All material employment agreements, severance agreements and change of control agreements and all employee plans have been disclosed in the Public Record where required by applicable Securities Laws. The Company is in material compliance with all applicable laws respecting employment and employment practices, terms and conditions of employment, occupational health and safety, pay equity and wages. The Company is not a party to a collective bargaining agreement. To the Company's knowledge, there are no union organizing efforts being made at the Company.

(nn) *Indebtedness*. The Company does not have any loans or other material indebtedness outstanding which has been made to any of its shareholders, officers, directors or employees, past or present, or any person not dealing at "arm's length" (as such term is defined in the *Income Tax Act* (Canada)) with it.

(oo) *Insurance*. The Company maintains insurance against loss of, or damage to, its assets by all insurable risks on a replacement cost basis in accordance with industry standards, and all of the policies in respect of such insurance coverage are in good standing in all respects and not in default except in each case as could not reasonably be expected to have a Material Adverse Effect.

(pp) *Taxes*. All tax returns, reports, elections, remittances and payments of the Company required by applicable law to have been filed or made in any applicable jurisdiction, have been filed or made (as the case may be), and are substantially true, complete and correct and all taxes of the Company which are due and payable have been paid or accrued in the Financial Statements (except in any case in which the failure to file, pay or accrue such taxes would not result in a Material Adverse Effect). To the knowledge of the Company, no examination of any tax return of the Company is currently in progress and there

are no issues or disputes outstanding with any Governmental Authority respecting any taxes that have been paid, or may be payable, by the Company, that would reasonably be expected to have a Material Adverse Effect.

(qq) *Transfer Agent*. Computershare Investor Services Inc. at its offices in Vancouver, British Columbia has been duly appointed as the Transfer Agent and registrar for the Common Shares.

(rr) *Warrant Agent*. Computershare Trust Company of Canada at its offices in Vancouver, British Columbia has been duly appointed as the Warrant Agent and registrar for the Warrants at the Closing Time.

(ss) *Directors and Officers*. To the knowledge of the Company and other than as disclosed in the Public Record, none of the directors or officers of the Company are now, or have ever been, subject to an order or ruling of any securities regulatory authority or stock exchange prohibiting such individual from acting as a director or officer of a public company or of a company listed on a particular stock exchange or an order preventing, ceasing or suspending trading in any securities of the Company or other public company.

(tt) *Exchange Compliance*. The Company is, and will at the Time of Closing be, in compliance in all material respects with the policies, rules and regulations of the Exchange and the Company has not taken any action which would reasonably be expected to result in the delisting or suspension of the Common Shares from the Exchange; and no material change relating to the Company has occurred within the past 12 months that has not been generally disclosed and that in relation thereto the requisite material change report has not been filed under Securities Laws and no such disclosure has been made on a confidential basis that at the date hereof remains confidential.

(uu) *Reporting Issuer Status*. As at the date hereof, the Company is a "reporting issuer" in the provinces of British Columbia, Alberta and Ontario within the meaning of the Securities Laws in such provinces and is not currently in default of any requirement of the Securities Laws of such jurisdictions and the Company is not included on a list of defaulting reporting issuers maintained by any of the Securities Commissions of such jurisdictions.

(vv) *Purchase and Sales*. Other than as described in the Public Record or the Due Diligence Materials, the Company has not approved, has not entered into any agreement in respect of, and has no knowledge of:

(i) the purchase of any material property or any interest therein or the sale, transfer or other disposition of any of the Material Properties or any interest therein currently owned, directly or indirectly, by the Company whether by asset sale, transfer of shares, or otherwise;

(ii) the change of control (by sale or transfer of shares or sale of all or substantially all of the assets of the Company) of the Company; or

(iii) a proposed or planned disposition of Common Shares by any shareholder who owns, directly or indirectly, 10% or more of the outstanding Common Shares.

(ww) *No Cease Trade Orders*. No current order ceasing or suspending trading in securities of the Company or prohibiting the sale of securities by the Company has been issued by an exchange or securities regulatory authority, and no proceedings for this purpose have been instituted, or are, to the Company's knowledge, pending, contemplated or threatened.

Section 7 Additional Representations and Covenants of the Company

In addition to any other covenant of the Company set forth in this Agreement, the Company represents to, and covenants with the Underwriters and the Purchasers (and confirms, for greater certainty, that the Purchasers, in addition to the Underwriters shall have the benefit of such representations and covenants as if they had been made directly to the Purchasers under their respective Subscription Agreements) that:

General Matters

(a) *Exchange Listings*. The Company will use its commercially reasonable efforts to obtain, prior to the Closing Date, all necessary acceptances and approvals of the Exchange with respect to the listing of the Unit Shares, the Warrant Shares issuable upon the due exercise of the Warrants in accordance with the Warrant Indenture and the Compensation Option Shares upon the due exercise of the Compensation Options in accordance with their terms, subject only to the satisfaction by the Company of customary post-closing conditions imposed by the Exchange in similar circumstances;

(b) *Reporting Issuer Status.* The Company will use its commercially reasonable efforts to maintain its status as a "reporting issuer" (or the equivalent thereof) in a jurisdiction of Canada not in default pursuant to the requirements of the applicable Securities Laws which have such a concept to the date that is two years following the Closing Date, provided that this covenant is subject to the obligations of the directors of the Company to comply with its fiduciary duties to the Company.

(c) *Maintaining Stock Exchange Listings.* The Company will use its commercially reasonable efforts to maintain the listing of its Common Shares on the Exchange, the Toronto Stock Exchange, the OTCQX or such other recognized stock exchange as Haywood may approve, acting reasonably, to the date that is two years following the Closing Date, provided that this covenant is subject to the obligations of the directors of the Company to comply with its fiduciary duties to the Company.

(d) *Other Filings*. The Company will make all necessary filings with and use its commercially reasonable efforts to obtain all necessary approvals, consents and acceptances of all applicable regulatory authorities in the Qualifying Jurisdictions required to be made or obtained in order to permit the Company to distribute the Offered Units on a basis exempt from the registration and prospectus requirements under the Securities Laws and to permit the holders of the Offered

Units to be able to resell the Underlying Securities, the Warrant Shares and the Compensation Option Shares through registered dealers or brokers after the expiry of the four-month hold period relating thereto without the requirement of filing a prospectus or other document, taking any proceeding or obtaining any approval, permit, consent or authorization under the Securities Laws, subject to the absence of any orders restricting trades in such Underlying Securities, the Warrant Shares and the Compensation Option Shares, no unusual effort being made to prepare the market or to create a demand for the Offered Units that are subject of the trade, no extraordinary commission or consideration being paid to a person or entity in respect of the trade, and general restrictions applicable to holders thereof who are insiders or officers of the Company or who are "control persons" as contemplated by Securities Laws; and

(e) *Validly Issued Unit Shares*. The Company will ensure that the Unit Shares upon issuance shall be duly issued as fully paid and non-assessable Common Shares and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Subscription Agreements.

(f) *Validly Issued Warrants*. The Company will ensure that the Warrants upon issuance shall be duly created and issued in accordance with the terms of the Warrant Indenture and shall have the attributes corresponding to the description set forth in this Agreement and the Subscription Agreements.

(g) *Validly Issued Warrant Shares*. The Company will ensure that the Warrant Shares, upon the due exercise of the Warrants in accordance with the Warrant Indenture, including payment of the exercise price therefor, shall be duly issued as fully paid and non-assessable Common Shares and shall have the attributes corresponding to the description thereof set forth in this Agreement and the Subscription Agreements.

(h) *Validly Issued Compensation Options*. The Company will ensure that the Compensation Options upon issuance shall be duly created and issued in accordance with the terms of thereof and shall have the attributes corresponding to the description thereof set forth in this Agreement.

(i) *Validly Issued Compensation Option Shares*. The Company will ensure that the Compensation Option Shares, upon the due exercise of the Compensation Options in accordance with their terms, including payment of the exercise price therefor, shall be duly issued as fully paid and non-assessable Common Shares and shall have the attributes corresponding to the description thereof set forth in this Agreement.

(j) *Press Releases.* Subject to compliance with applicable law, any press release of the Company relating to the Offering will be provided in advance to Haywood, and the Company will use its reasonable best efforts to agree to the form and content thereof with Haywood, prior to the release thereof.

(k) *Concurrent Offerings.* During the period beginning on the Closing Date and ending on the date that is 120 days after the Closing Date, the Company shall not, directly or indirectly, without the prior written consent of Haywood, on behalf of the Underwriters (such consent not to be unreasonably withheld), sell, offer to

sell, issue, grant any option, warrant or other right for the sale or issuance of, or otherwise transfer, assign or dispose of (including without limitation by making any short sale, engaging in any hedging, monetization or derivative transaction or entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences of ownership of Common Shares or other securities of the Company or securities convertible into, exchangeable for, or otherwise exercisable into Common Shares or other securities of the Company, whether or not cash settled), in a public offering or by way of private placement or otherwise, any Common Shares or any other securities of the Company, or agree to do any of the foregoing or publicly announce any intention to do any of the foregoing, other than:

(i) pursuant to the exercise of the Over-Allotment Option;

(ii) rights or Common Shares granted under the Company's stock option plan or any other share-based compensation arrangement of the Company and Common Shares issued upon the exercise of such rights;

(iii) rights or Common Shares issuable pursuant to existing employment agreements;

(iv) the exercise of any securities convertible into, exchangeable for, or otherwise exercisable into Common Shares outstanding on the date hereof or issuable pursuant to the Offering; and

(v) in connection with any property payments and/or other corporate acquisitions in the normal course of business.

(l) *Lock-Up Agreements.* The Company will use its commercially efforts cause each of the directors and executive officers of the Company who are directors or executive officers effective as of the Closing Date, to enter into lock up agreements in a form satisfactory to the Company and Haywood, on behalf of the Underwriters, each acting reasonably, pursuant to which each such person agrees, for a period of 120 days after the Closing Date, not to directly or indirectly, without the prior written consent of Haywood, such consent not to be unreasonably withheld, offer, sell, contract to sell, grant any option to purchase, make any short sale, or otherwise dispose of, or transfer, or announce any intention to do so, any Common Shares, whether now owned directly or indirectly, or under their control or direction, or with respect to which each has beneficial ownership, or enter into any transaction or arrangement that has the effect of transferring, in whole or in part, any of the economic consequences of ownership of Common Shares, whether such transaction is settled by the delivery of Common Shares, other securities, cash or otherwise, other than pursuant to certain exceptions.

Section 8 Closing

(1) *Location of Closing.* The Offering will be completed at the offices of Cassels Brock & Blackwell LLP in Toronto, Ontario at the Time of Closing on the Closing Date.

(2) *Certificates*. If any of the Underlying Securities are not delivered in book-entry form, certificates representing the Underlying Securities purchased by the Purchasers, in the names and denominations reasonably requested by the Purchasers and as directed by the Underwriters, shall be certified and delivered by the Transfer Agent or the Warrant Agent, as applicable, to Haywood on behalf of the Purchasers, subject to delivery by Haywood to the Company of duly executed Subscription Agreements for acceptance by the Company and, subject to Section 9, the gross proceeds of the Offering less the applicable Expenses and Underwriters' Commission. The certificate or certificates representing any Underlying Securities will contain such legends as required by Securities Laws.

Section 9 Payment of the Purchase Price

(1) *Purchase Price.* Haywood will, at the Time of Closing, on behalf of the Purchasers, pay the gross proceeds of the sale of the Offered Units, to the Company by electronic funds or wire transfer or other similar payment mechanism payable to the order of the Company, less the amount of the Underwriters' Commission.

(2) *Payment.* The Company will, at the Time of Closing, make payment in full of the amounts as are due pursuant to Section 14 (the "**Expenses**") which shall be made by the Company directing Haywood to withhold the Expenses from the payment of the gross proceeds of the sales of the Offered Units to the Company.

Section 10 Compensation of the Underwriter

(1) *Underwriters' Commission.* In consideration of the services to be rendered by the Underwriters in connection with the Offering the Company shall pay to the Underwriters at the Time of Closing, a cash fee equal to 7.0% of the gross proceeds of the sale of Offered Units (the "**Underwriters' Commission**").

(2) *Compensation Options.* In addition to the Underwriters' Commission, the Company shall issue to the Underwriters at the Time of Closing compensation options (the "**Compensation Options**") entitling the Underwriters to purchase that number of Common Shares (the "**Compensation Option Shares**") equal to 7.0% of the aggregate number Offered Units issued by the Company under the Offering, with each Compensation Option being exercisable into one Compensation Option Share at an exercise price of $1.20 per Compensation Option Common Share for a period of 24 months after the Closing Date. If the Compensation Options issuable pursuant to this Section 10 are unavailable or are unable to be issued for any reason on the terms described herein, the Company shall pay the Underwriters such other compensation of comparable value to the Compensation Options as may be agreed between the parties each acting reasonably.

Section 11 Termination Rights

(1) All terms and conditions set out in this Agreement shall be construed as conditions and any breach or failure by the Company to comply with any such conditions in any material respect in favour of the Underwriters shall entitle the Underwriters to terminate their obligation to purchase the Offered Units by written notice to that effect given to the Company prior to the Time of Closing on the Closing Date. The Company shall use its best efforts to cause all conditions in this Agreement to be satisfied. It is understood that

the Underwriters may waive in whole or in part, or extend the time for compliance with, any of such terms and conditions without prejudice to their rights in respect of any subsequent breach or non-compliance, provided that to be binding on the Underwriters, any such waiver or extension must be in writing.

(2) In addition to any other remedies which may be available to the Underwriters in respect of any default, act or failure to act, or non-compliance with the terms of this Agreement by the Company, the Underwriters shall be entitled, at their option, to terminate and cancel, without any liability on the part of the Underwriters, their obligations under this Agreement to purchase the Offered Units by giving written notice to the Company at any time at or prior to the Time of Closing on the Closing Date if:

(a) *due diligence out* - the Underwriters (or any one of them) are not satisfied in their sole discretion with the results of their due diligence review and investigations in respect of the Company, its business, operations and affairs or otherwise; or

(b) *material change out* - there shall have occurred a material change or a change in any material fact or there shall be discovered any previously undisclosed material change or material fact in relation to the Company which could, in the opinion of the Underwriters (or any one of them) be expected to result in a significant adverse effect on the market price or value of the Common Shares; or

(c) *regulatory out* - there should be any inquiry, action, suit, investigation or other proceeding (whether formal or informal) that is commenced, announced or threatened or any order made by any federal, provincial, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality including, without limitation, the Exchange or any securities regulatory authority, involving the Company or any of its officers or directors, or any law or regulation is enacted or proposed or changed which, in the opinion of the Underwriters (or any of them), operates to prevent or restrict the trading of the Common Shares or other securities of the Company or significantly adversely affects or will significantly adversely affect the market price or value of the Common Shares or other securities of the Company; or

(d) *cease trade out* – any order to cease or suspend trading in any securities of the Company, or prohibiting or restricting the distribution of the Offered Units, or proceedings are made or threatened for the making of any such order, by any Securities Commission or similar regulatory authority, the Exchange or by any other competent authority, and has not been rescinded, revoked or withdrawn; or

(e) *disaster out* - if there should develop, occur or come into effect or existence any event, action, state, condition or major financial occurrence of national or international consequence, any acts of terrorism or hostilities or escalation thereof or other calamity or crisis, any escalation in the severity of the COVID-19 outbreak after the date hereof, or any law or regulation which in the opinion of the Underwriters (or any one of them), significantly adversely affects, or involves, or could reasonably be expected to significantly adversely affect, or involve, the financial markets or the business, operations or affairs of the Company and its Subsidiaries taken as a whole; or

(f) *breach out* - the Company is in breach of any material term, condition or covenant of this Agreement, or any material representation or warranty given by the Company in this Agreement becomes or is false.

(3) If the obligations of the Underwriters are terminated under this Agreement pursuant to these termination rights, the liability of the Company to the Underwriters shall be limited to the obligations under Sections 12 and 14.

Section 12 Indemnity and Contribution

(1) The Company hereby agrees to indemnify and save harmless to the maximum extent permitted by law, the Underwriters and their affiliates (collectively referred to in this Section 12 as, the "**Underwriters**") and their respective directors, officers, employees, partners, and shareholders (collectively, the "**Indemnified Parties**" and individually, an "**Indemnified Party**") from and against any and all losses, claims, actions, suits, proceedings, investigations, damages, liabilities or expenses of whatsoever nature or kind whether joint or several, including the aggregate amount paid in reasonable settlement of any actions, suits, proceedings, investigations or claims, and the fees, disbursements and taxes of their counsel in connection with any action, suit, proceeding, investigation or claim that may be made or threatened against any Indemnified Party or in enforcing this indemnity (each a "**Claim**" and, collectively, the "**Claims**") to which an Indemnified Party may become subject or otherwise involved in any capacity insofar as the Claim relates to, is caused by, results from, arises out of or is based upon, directly or indirectly, the performance of professional services rendered to the Company by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement whether performed before or after the execution of the Agreement, and to reimburse each Indemnified Party forthwith, upon demand, for any legal or other expenses reasonably incurred by such Indemnified Party in connection with any Claim. The Company agrees to waive any right the Company might have of first requiring the Indemnified Party to proceed against or enforce any other right, power, remedy or security or claim payment from any other person before claiming under this indemnity.

(2) If and to the extent that a court of competent jurisdiction, in a final non-appealable judgment in a proceeding in which an Indemnified Party is named as a party, determines that a Claim was caused by or resulted from an Indemnified Party's material breach of the Agreement, breach of applicable laws, negligence, willful misconduct or fraudulent act, this indemnity shall cease to apply to such Indemnified Party in respect of such Claim and such Indemnified Party shall reimburse any funds advanced by the Company to the Indemnified Party pursuant to this indemnity in respect of such Claim.

(3) If any Claim is brought against an Indemnified Party or an Indemnified Party has received notice of the commencement of any investigation in respect of which indemnity may be sought against the Company, the Indemnified Party will give the Company prompt written notice of any such Claim of which the Indemnified Party has knowledge and the Company will undertake the investigation and defence thereof on behalf of the Indemnified Party, including the prompt employment of counsel acceptable to the Indemnified Parties affected and the payment of all expenses. Failure by the Indemnified Party to so notify shall not relieve the Company of its obligation of indemnification hereunder except to the extent that the failure to so provide such notice shall actually and materially damage the Company.

(4) No admission of liability and no settlement, compromise or termination of any Claim, or investigation shall be made without the consent of the Company and the consent of the Indemnified Parties affected, such consents not to be unreasonably withheld or delayed; provided, however, that no consent of an Indemnified Party will be required if the Company has acknowledged in writing that the Indemnified Parties are entitled to be indemnified in respect of such Claim and such settlement, compromise or termination includes an unconditional release of each Indemnified Party from any liability arising out of such Claim without any admission of negligence, misconduct, liability or responsibility by or on behalf of any Indemnified Party. Notwithstanding that the Company will undertake the investigation and defence of any Claim, the Indemnified Parties will have the right to employ one separate counsel in each applicable jurisdiction with respect to such Claim and participate in the defence thereof, but the fees and expenses of such counsel will be at the expense of the Indemnified Parties unless:

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

(b) the Company has not assumed the defence of the action within a reasonable period of time after receiving notice of the Claim;

(c) the named parties to any such claim include both the Company and any of the Indemnified Parties, and the Indemnified Parties shall have been advised in writing by counsel to the Indemnified Parties that there may be a conflict of interest between the Company and any Indemnified Party; or

(d) there are one or more defences available to the Indemnified Parties which are different from or in addition to those available to the Company, as the case may be;

in which case such fees and expenses of such counsel to the Indemnified Parties will be for the account of the Company. The rights accorded to the Indemnified Parties hereunder shall be in addition to any rights the Indemnified Parties may have at common law or otherwise.

(5) Without limiting the generality of the foregoing, this indemnity shall apply to all reasonable expenses (including legal expenses), losses, claims and liabilities that the Indemnified Parties may incur as a result of any action, suit, proceeding or claim that may be threatened or brought against the Company.

(6) If for any reason the foregoing indemnification is unavailable (other than in accordance with the terms hereof) to the Indemnified Parties (or any of them) or insufficient to hold them harmless, the Company agrees to contribute to the amount paid or payable by the Indemnified Parties as a result of such Claims in such proportion as is appropriate to reflect not only the relative benefits received by the Company on the one hand and the Indemnified Parties on the other, but also the relative fault of the parties and other equitable considerations which may be relevant. Notwithstanding the foregoing, the Company will in any event contribute to the amount paid or payable by the Indemnified Parties as a result of such Claim any amount in excess of the fees actually received by the Indemnified Parties hereunder.

(7) The Company hereby constitutes the Underwriters as trustees for each of the other Indemnified Parties of the covenants of the Company under this indemnity with respect

to such persons and the Underwriters agree to accept such trust and to hold and enforce such covenants on behalf of such persons.

(8) The Company agrees that, in any event, no Indemnified Party shall have any liability (either direct or indirect, in contract or tort or otherwise) to the Company, or any person asserting claims on their behalf or in right for or in connection with the performance of professional services rendered to the Company by the Indemnified Parties hereunder or otherwise in connection with the matters referred to in this Agreement, except to the extent that any losses, expenses, claims, actions, damages or liabilities incurred by the Company are determined by a court of competent jurisdiction in a final judgment (in a proceeding in which an Indemnified Party is named as a party) that has become non-appealable to have resulted from a material breach of the Agreement, breach of applicable laws, negligence, wilful misconduct or fraudulent act of such Indemnified Party.

(9) The Company agrees to reimburse each of the Underwriters monthly for the time spent by such Underwriters' personnel in connection with any Claim at their normal per diem rates. The Company also agrees that if any action, suit, proceeding or claim shall be brought against, or an investigation commenced in respect of the Company and any of the Underwriters and personnel of such Underwriters shall be required to participate or respond in respect of or in connection with this Agreement, each such Underwriter shall have the right to employ its own counsel in connection therewith and the Company will reimburse such Underwriter monthly for the time spent by its personnel in connection therewith at their normal per diem rates together with such disbursements and reasonable out-of-pocket expenses as may be incurred, including fees and disbursements of such Underwriter's counsel.

(10) The indemnity and contribution obligations of the Company shall be in addition to any liability which the Company may otherwise have to the Indemnified Parties, shall extend upon the same terms and conditions to the Indemnified Parties and shall be binding upon and enure to the benefit of any successors, assigns, heirs and personal representatives of the Company, and any Indemnified Party. The foregoing provisions shall survive the completion of professional services rendered under the Agreement or any termination of the authorization given by the Agreement.

Section 13 Syndication of the Underwriters

(1) The respective obligations of the Underwriters to purchase the Offered Units will be several and neither joint nor joint and several. The percentage of Offered Units to be severally purchased and paid for by each of the Underwriters will be as follows:

Name of Underwriter	Syndicate Position
Haywood Securities Inc.	50.0%
Red Cloud Securities Inc.	50.0%
	100%

(2) If any of the Underwriters shall not complete the purchase and sale of its applicable percentage of the aggregate amount of the Offered Units at the Time of Closing for any

reason whatsoever, the other Underwriter shall have the right, but shall not be obligated, to purchase and sell the Offered Units which would otherwise have been sold or purchased by the Underwriter which fails to purchase and sell. If, with respect to the Offered Units, the non-defaulting Underwriter elects not to exercise such rights to assume the entire obligations of the defaulting Underwriter constituting more than 25% of the Offered Units, then the Company shall have the right to terminate its obligations hereunder without liability except: (i) in respect of its indemnity, contribution and expense obligations in respect of the non-defaulting Underwriter; and (ii) in respect of its expense obligations in respect of the Company.

Section 14 Expenses

The Company will pay all reasonable fees and expenses in connection with the Offering, whether completed or not, including, without limitation: (i) all reasonable expenses of or incidental to the creation, issue, sale or distribution of the Offered Units; (ii) the reasonable fees and expenses of the Company's legal counsel; (iii) the reasonable fees and expenses of the Underwriters' legal counsel (up to a maximum of $60,000 exclusive of taxes and disbursements); (iv) all reasonable fees and expenses incurred by the Underwriters on their behalf; and (v) all reasonable costs incurred in connection with the preparation of documentation relating to the Offering. All fees and expenses incurred by the Underwriters or on their behalf shall be payable by the Company immediately upon receiving an invoice therefor from Haywood.

Section 15 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

Section 16 Survival of Warranties, Representations, Covenants and Agreements

Except as expressly provided for in this Agreement, all warranties, representations, covenants and agreements of the Company herein contained, or contained in, documents submitted or required to be submitted pursuant to this Agreement, shall survive the purchase by the Underwriter and the Purchasers of the Offered Units and shall continue in full force and effect for the benefit of the Underwriter and the Purchasers, regardless of the closing of the sale of the Offered Units and regardless of any investigation which may be carried on by the Underwriter, or on their behalf, shall survive and continue in full force and effect, for a period of two years following the Closing Date.

Section 17 Notices

Unless otherwise expressly provided in this Agreement, any notice or other communication to be given under this Agreement (a "**notice**") shall be in writing addressed as follows:

(a) to the Company at:

International Consolidated Uranium Inc.
960 – 1055 West Hastings Street
Vancouver, BC V6E 2E9

Attention: Philip Williams, President and Chief Executive Officer
Email: [REDACTED]

with a copy (for informational purposes only and not constituting notice) to:

Cassels Brock & Blackwell LLP
Suite 2100, Scotia Plaza
40 King Street West
Toronto, ON M5H 3C2

Attention: Jamie Litchen
Email: jlitchen@cassels.com

(b) to the Underwriters, c/o Haywood at:

Haywood Securities Inc.
Suite 2910 – 181 Bay Street
Bay Wellington Tower, Brookfield Place
Toronto, ON M5J 2T3

Attention: Ryan Matthiesen
Email: [REDACTED]
Facsimile No.: [REDACTED]

with a copy to (for informational purposes only and not constituting notice) to:

Stikeman Elliott LLP
5300 Commerce Court West
199 Bay Street
Toronto, ON M5L 1B9

Attention: Steven D. Bennett
Email: sbennett@stikeman.com
Facsimile No.: (416) 947-0866

or to such other address as any of the parties may designate by notice given to the others.

Each notice shall be personally delivered to the addressee or sent by electronic transmission to the addressee and (i) a notice which is personally delivered shall, if delivered on a Business Day, be deemed to be given and received on that day and, in any other case, be deemed to be given and received on the first Business Day following the day on which it is delivered; and (ii) a notice which is sent by electronic transmission shall be deemed to be given and received on the first Business Day following the day on which it is confirmed to have been sent.

Section 18 No Fiduciary Duty

The Company acknowledges and agrees that (i) the purchase and sale of the Offered Units pursuant to this Agreement, including the determination of the subscription price of the Offered Units and any related discounts and commissions, is an arm's length commercial transaction between the Company, on the one hand, and the Underwriters, on the other hand;

(ii) in connection with the Offering contemplated hereby and the process leading to such transaction, the Underwriters are and have been acting solely as principals and are not the agents or fiduciaries of the Company or its shareholders, creditors, employees or any other party; (iii) the Underwriters have not assumed and will not assume an advisory or fiduciary responsibility in favour of the Company with respect to the offering contemplated hereby or the process leading thereto (irrespective of whether the Underwriters have advised or are currently advising the Company on other matters) and the Underwriters do not have any obligations to the Company with respect to the offering contemplated hereby except the obligations expressly set forth in this Agreement; (iv) the Underwriters and their respective affiliates may be engaged in a broad range of transactions that involve interests that differ from those of the Company; and (v) the Underwriters have not provided any legal, accounting, regulatory or tax advice with respect to the offering contemplated hereby and the Company has consulted its own legal, accounting, regulatory and tax advisors to the extent it deemed appropriate.

Section 19 Counterpart Signature

This Agreement may be executed by the parties to this Agreement in counterpart and may be executed and delivered by facsimile or other electronic means (including PDF) and all such counterparts and facsimiles and other electronic deliveries shall together constitute one and the same agreement.

Section 20 Time of the Essence

Time shall be of the essence in this Agreement.

Section 21 Severability

If any provision of this Agreement is determined to be void or unenforceable, in whole or in part, such void or unenforceable provision shall not affect or impair the validity of any other provision of this Agreement and shall be severable from this Agreement.

Section 22 Entire Agreement

This Agreement constitutes the entire agreement between the Underwriters and the Company relating to the subject matter hereof and supersedes all prior agreements, including the Engagement Letter, between the Underwriters and the Company.

Section 23 General

The parties have expressly required this Agreement and all other documents required or permitted to be given or entered into pursuant hereto to be drawn up in the English language only. Les parties ont expressément demandé que la présente convention ainsi que tout autre document à être ou pouvant être donné ou conclu en vertu des dispositions des présentes, soient rédigés en langue anglaise seulement.

[The remainder of this page is intentionally blank.]

If this Agreement accurately reflects the terms of the transaction which we are to enter into and if such terms are agreed to by the Company, please communicate your acceptance by executing where indicated below and returning a copy to the undersigned.

Yours very truly,

HAYWOOD SECURITIES INC.

By: "*Ryan Matthiesen*"

Name: Ryan Matthiesen

Title: Managing Director, Investment Banking

RED CLOUD SECURITIES INC.

By: "*Bruce Tatters*"

Name: Bruce Tatters

Title: CEO

The foregoing accurately reflects the terms of the transaction that we are to enter into and such terms are agreed to.

ACCEPTED as of this 4th day of March, 2021.

INTERNATIONAL CONSOLIDATED URANIUM INC.

By: "*Philip Williams*"

Name: Philip Williams

Title: President and Chief Executive Officer

SCHEDULE "A"
UNITED STATES OFFERS AND SALES

1. Definitions

As used in this Schedule "A" and related exhibits, the following terms shall have the meanings indicated:

"**Affiliate**" means "affiliate" as that term is defined in Rule 405 under the U.S. Securities Act;

"**Directed Selling Efforts**" means "directed selling efforts" as that term is defined in Rule 902(c) of Regulation S, which, without limiting the foregoing, but for greater clarity in this Schedule, includes, subject to the exclusions from the definition of directed selling efforts contained in Regulation S, any activity undertaken for the purpose of, or that could reasonably be expected to have the effect of, conditioning the market in the United States for the Offered Units and includes the placement of any advertisement in a publication with a general circulation in the United States that refers to the offering of the Offered Units;

"**Eligible Discretionary Account**" means any discretionary account or similar account (other than an estate or trust) held for the benefit or account of a non-U.S. Person by a dealer or professional fiduciary organized, incorporated, or (if an individual) resident in the United States;

"**Foreign Issuer**" means "foreign issuer" as that term is defined in Rule 902(e) of Regulation S; without limiting the foregoing, but for greater clarity in this Schedule "A", it means any issuer which is: (a) the government of any foreign country or of any political subdivision of a foreign country; or (b) a corporation or other organization incorporated under the laws of any foreign country, except an issuer meeting the following conditions as of the last Business Day of its most recently completed second fiscal quarter: (1) more than 50 percent of the outstanding voting securities of such issuer are held of record either directly or indirectly by residents of the United States; and (2) any of the following: (i) the majority of the executive officers or directors of the issuer are United States citizens or residents, (ii) more than 50 percent of the assets of the issuer are located in the United States, or (iii) the business of the issuer is administered principally in the United States;

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

"**Investment Company Act**" means the Investment Company Act of 1940, as amended;

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

"**SEC**" means the United States Securities and Exchange Commission; and

"**Substantial U.S. Market Interest**" means "substantial U.S. market interest" as that term is defined in Rule 902(j) of Regulation S.

All other capitalized terms used but not otherwise defined in this Schedule shall have the meanings given to them in the Underwriting Agreement to which this Schedule is attached and of which this Schedule forms a part.

2. Representations, Warranties and Covenants of the Company

The Company represents, warrants and covenants to the Underwriters that:

(a) it is, and at the Closing Date or any Option Closing Date will be, a Foreign Issuer and reasonably believes that there is no Substantial U.S. Market Interest with respect to the common shares of the Company;

(b) except with respect to offers and sales to Qualified Institutional Buyers through the Underwriters and their U.S. Affiliates in reliance upon the exemption from registration provided by Rule 144A or sales to U.S. Accredited Investors in reliance on the exemption from registration provided by Rule 506(b) under Regulation D of the U.S. Securities Act, neither the Company nor any of its Affiliates, nor any person acting on its or their behalf (other than the Underwriters, their respective Affiliates or any person acting on its or their behalf, in respect of which no representation, warranty, covenant or agreement is made), has made or will make: (a) any offer to sell, or any solicitation of an offer to buy, any Offered Units to a person in the United States or to, or for the account or benefit of, a U.S. Person; or (b) any sale of Offered Units unless, at the time the buy order was or will have been originated, (i) the purchaser is outside the United States and not a U.S. Person; or (ii) the Company, its Affiliates, and any person acting on its or their behalf reasonably believe that the purchaser is outside the United States and not a U.S. Person.

(c) the Company is not, and after giving effect to the offering of the Offered Units and the application of the proceeds will not be, an investment company within the meaning of the Investment Company Act;

(d) neither the Company nor any of its affiliates, nor any person acting on its or their behalf (other than the Underwriters, the U.S. Affiliates, or any members of the banking and selling group formed by them, as to whom the Company makes no representation), has engaged or will engage in any Directed Selling Efforts with respect to the Offered Units, or has taken or will take any action that would cause the exemption afforded by Rule 144A or Rule 506(b) under Regulation D of the Securities Act or the exclusion afforded by Rule 903 of Regulation S to be unavailable for offers and sales of the Offered Units pursuant to this Agreement (including this Schedule “A”);

(e) none of the Company, any of its Affiliates or any person acting on its or their behalf (other than the Underwriters, their respective Affiliates or any person acting on its or their behalf, in respect of which no representation, warranty, covenant or agreement is made) has offered or will offer to sell, or has solicited or will solicit offers to buy, Offered Units in the United States in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(f) none of the Company, any of its affiliates or any person acting on its or their behalf (other than the Underwriters, the U.S. Affiliates, or any members of the banking and selling group formed by them, as to whom the Company makes no representation) has offered or will offer to sell, or has solicited or will solicit offers to buy, any of the

Offered Units in the United States by means of any form of General Solicitation or General Advertising;

(g) except with respect to the offer and sale of the Offered Units as provided in this Agreement, including this Schedule "A" (the "**Offering**"), the Company has not, for a period of six months prior to the commencement of the Offering, sold, offered for sale or solicited any offer to buy, and will not during the Offering and for a period ending six months after completion of the Offering sell, offer for sale or solicit any offer to buy, any of its securities in the United States in a manner that would be integrated with the offer and sale of the Offered Units and which would require the offer and sale of the Offered Units to be registered under the U.S. Securities Act or cause the exemption from registration set forth in Rule 506(b) of Regulation D under the U.S. Securities Act to become unavailable with respect to the offer and sale of the Offered Units to U.S. Accredited Investors;

(h) the Company will complete and file with the SEC a notice on Form D within 15 days after the first sale of the Offered Units pursuant to Rule 506(b) of Regulation D, and will make such filings with state securities commissions as the Company shall determine are required;

(i) the Offered Units are not, and as of the Closing Time will not be, and no Offered Units of the same class as the Offered Units are: (i) listed on a national securities exchange in the United States registered under Section 6 of the U.S. Exchange Act; (ii) quoted in an "automated inter-dealer quotation system", as such term is used in the U.S. Exchange Act; or (iii) convertible or exchangeable at an effective conversion premium (calculated as specified in paragraph (a)(6) of Rule 144A) of less than ten percent for Offered Units so listed or quoted;

(j) for so long as the Offered Units are outstanding and are "restricted securities" within the meaning of Rule 144(a)(3) under the U.S. Securities Act, and if the Company is not exempt from reporting pursuant to Rule 12g3-2(b) under the U.S. Exchange Act nor subject to and in compliance with Section 13 or 15(d) of the U.S. Exchange Act, the Company shall provide to holders of Offered Units and any prospective purchasers designated by such holders, upon request of such holders, the information required to be provided pursuant to Rule 144A(d)(4) under the U.S. Securities Act (so long as such requirement is necessary in order to permit holders of the Offered Units to effect resales under Rule 144A);

(k) the Company will provide to offerees within the United States and that are U.S. Persons an opportunity to ask questions and receive answers concerning the terms and conditions of the Offering and review such information, if any, concerning the Company as such offerees may reasonably request in connection with their investment to acquire the Offered Units;

(l) with respect to the Offered Units to be offered and sold hereunder in reliance on Rule 506(b) under the U.S. Securities Act ("**Regulation D Securities**"), none of the Company, any of its predecessors, any director, executive officer, other officer of the Company participating in the Offering, any beneficial owner (as that term is defined

in Rule 13d-3 under the U.S. Exchange Act) of 20.0% or more of the Company's outstanding voting equity securities, calculated on the basis of voting power, nor any promoter (as that term is defined in Rule 405 under the U.S. Securities Act) connected with the Company in any capacity at the time of sale of any Regulation D Securities (but, in each case, excluding the Underwriters and their U.S. Affiliates as to whom no representation is made) (each, an "**Issuer Covered Person**" and, collectively, "**Issuer Covered Persons**") is subject to any of the "Bad Actor" disqualifications described in Rule 506(d)(1)(i) to (viii) under the U.S. Securities Act (a "**Disqualification Event**"), except for a Disqualification Event covered by Rule 506(d)(2) or (d)(3) under the U.S. Securities Act. The Company has exercised reasonable care to determine (i) the identity of each person that is an Issuer Covered Person; and (ii) whether any Issuer Covered Person is subject to a Disqualification Event. The Company has complied, to the extent applicable, with its disclosure obligations under Rule 506(e) under the U.S. Securities Act;

(m) the Offering is not part of a scheme to evade the registration requirements of the U.S. Securities Act;

(n) neither the Company nor any of its predecessors or affiliates has been subject to any order, judgment or decree of any court of competent jurisdiction temporarily, preliminary or permanently enjoining such person for failure to comply with Rule 503 of Regulation D under the U.S. Securities Act; and

(o) neither the Company nor any of its affiliates has taken or will take, directly or indirectly, any action in violation of Regulation M under the U.S. Exchange Act with respect to the offer or sale of the Offered Units.

3. Representations, Warranties and Covenants of the Underwriters

Each Underwriter represents, warrants and covenants to the Company, and will cause its U.S. Affiliates to comply with such representations, warranties and covenants, that:

(a) it acknowledges that the Offered Units have not been and will not be registered under the U.S. Securities Act or any U.S. state securities laws and may be offered and sold only in transactions exempt from or not subject to the registration requirements of the U.S. Securities Act and state securities laws. It has not offered and sold, and will not offer and sell, any Offered Units except in an offshore transaction in accordance with Rule 903 of Regulation S, to persons that are in the United States or are U.S. Persons whom it reasonably believes to be Qualified Institutional Buyers in transactions that are exempt from the registration requirements of the U.S. Securities Act provided by Rule 144A, or offers or behalf of the Company for sales directly by the Company to Substituted Purchasers it reasonably believes are U.S. Accredited Investors in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 506(b) of Regulation D under the U.S. Securities Act, in each case in compliance with applicable state securities laws and this Schedule "A". Accordingly, neither the Underwriter nor any of its Affiliates, nor any persons acting on their behalf, has made or will make (except as permitted herein) (i) any offer to sell or any solicitation of an

offer to buy, any Offered Units to any person in the United States or to or for the account or benefit of any U.S. Persons (other than offers to any Eligible Discretionary Account); (ii) any sale of Offered Units to any purchaser unless, at the time the buy order was or will have been originated, the purchaser was outside the United States and not a U.S. Person (and was offered Offered Units outside the United States), or is an Eligible Discretionary Account, or such Underwriter, affiliate or person acting on its or their behalf reasonably believed that such purchaser was outside the United States and not a U.S. Person; or (iii) any Directed Selling Efforts with respect to the Offered Units;

(b) it and its affiliates, including its U.S. Affiliate, have not, either directly or through a person acting on its or their behalf, solicited and will not solicit offers for, and have not offered to sell and will not offer to sell, any of the Offered Units in the United States by any form of General Solicitation or General Advertising or in any manner involving a public offering within the meaning of Section 4(a)(2) of the U.S. Securities Act;

(c) it has not entered and will not enter into any contractual arrangement with respect to the distribution of the Offered Units, except with its U.S. Affiliates, any selling group members or with the prior written consent of the Company;

(d) it shall require each U.S. Affiliate and selling group member to agree, for the benefit of the Company, to comply with, and shall use its best efforts to ensure that each U.S. Affiliate and selling group member complies with, the provisions of this Schedule "A" applicable to the Underwriter as if such provisions applied to such U.S. Affiliate or selling group member;

(e) all offers and sales of Offered Units in the United States shall be made by the Underwriter in accordance with Rule 15a-6 under the U.S. Exchange Act or through its U.S. Affiliate, which on the dates of such offers and sales was and will be duly registered as a broker-dealer under the U.S. Exchange Act and under all applicable state Offered Units laws and a member of, and in good standing with, the Financial Industry Regulatory Authority, in accordance with all applicable United States state and federal Offered Units (including broker-dealer) laws. The Underwriter and its U.S. Affiliate will make all offers and sales of Offered Units in compliance with all applicable United States federal and state broker-dealer requirements and this Schedule "A";

(f) its U.S. Affiliate selling the Offered Units in the United States is a Qualified Institutional Buyer;

(g) it will solicit (and will cause its U.S. Affiliate to solicit) offers for the Offered Units in the United States and from U.S. Persons only from, and will offer the Offered Units only to, (i) persons whom it reasonably believes to be, Qualified Institutional Buyers, in accordance with Rule 144A, and shall require each such purchaser that is in the United States, is a U.S. Person or is purchasing the Offered Units on behalf of a person the United States or U.S. Person to complete a Subscription Agreement including the Qualified Institutional Buyer investment letter substantially in the form

attached as Schedule C – Annex 2 to the Subscription Agreement or (ii) Substituted Purchasers who are reasonably believed by the Underwriter or its U.S. Affiliate to be U.S. Accredited Investors in accordance with Rule 506(b) of Regulation D under the U.S. Securities Act, and shall require each such purchaser that is in the United States, is a U.S. Person or is purchasing the Offered Units on behalf of a person the United States or U.S. Person to complete a Subscription Agreement including the U.S. Accredited Investor Certificate substantially in the form attached as Schedule C – Annex 1 to the Subscription Agreement;

(h) it will inform (and will cause its U.S. Affiliate to inform) all purchasers of the Offered Units that are in the United States or are U.S. Persons that were Offered Units in the United States (except for Eligible Discretionary Accounts) that the Offered Units have not been and will not be registered under the U.S. Securities Act and are being offered and sold to such purchasers without registration in reliance on the exemption from the registration requirements of the U.S. Securities Act provided by Rule 144A or Rule 506(b) under Regulation D of the U.S. Securities Act;

(i) any offer, sale or solicitation of an offer to buy Offered Units that has been made or will be made in the United States was or will be made only to (i) persons whom it reasonably believes to be Qualified Institutional Buyers in transactions that are exempt from registration under applicable state securities laws or (ii) Substituted Purchasers who are reasonably believed by the Underwriter or its U.S. Affiliate to be U.S. Accredited Investors, in transactions that are exempt from registration under applicable state securities laws;

(j) at Closing it, together with its U.S. Affiliate offering or selling Offered Units in the United States or to U.S. Persons, will provide a certificate, substantially in the form of Exhibit I to this Schedule "A", relating to the manner of the offer and sale of the Offered Units in the United States, or will be deemed to have represented that neither it nor its U.S. Affiliate offered or sold Offered Units in the United States or to U.S. Persons;

(k) no written material shall be used in connection with the offer or sale of the Offered Units in the United States;

(l) with respect to Regulation D Securities to be offered and sold hereunder, the Underwriter represents that none of (i) the Underwriter or its U.S. Affiliate, (ii) the Underwriter or its U.S. Affiliate's general partners or managing members, (iii) any of the Underwriter's or its U.S. Affiliate's directors, executive officers or other officers participating in the offering of the Regulation D Securities, (iv) any of the Underwriter's or its U.S. Affiliate's general partners' or managing members' directors, executive officers or other officers participating in the Offering of the Regulation D Securities or (v) any other person associated with any of the above persons, including any selling firm and any such persons related to such selling firm, that has been or will be paid (directly or indirectly) remuneration for solicitation of purchasers in connection with sale of Regulation D Securities (each, a "**Dealer Covered Person**" and, collectively, the "**Dealer Covered Persons**"), is subject to any of the

"**Bad Actor**" disqualifications described in Rule 506(d)(I) under Regulation D under the U.S. Securities Act;

(m) the Offering is not part of a scheme to evade the registration requirements of the U.S. Securities Act;

(n) at least one Business Day prior to the Closing, it and its U.S. Affiliate will provide the Company (a) other than Eligible Discretionary Accounts, a list of all purchasers of the Offered Units in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, and all purchasers of Offered Units who were offered Offered Units in the United States, or to or for the account or benefit of, a person in the United States or a U.S. Person, and (b) all executed Subscription Agreements; and

(o) neither it nor its U.S. Affiliate has taken or will take any action that would constitute a violation of Regulation M of the U.S. Exchange Act in connection with the offer or sale of the Offered Units.

EXHIBIT I
UNDERWRITERS' CERTIFICATE

In connection with offer and sale, under Rule 144A and Rule 506(b) of Regulation D under the U.S. Securities Act, of Offered Units of International Consolidated Uranium Inc. (the "**Company**") in the United States pursuant to the Underwriting Agreement dated as of March 4, 2021 among the Company and the underwriters party thereto (the "**Underwriting Agreement**"), the undersigned **[name of Underwriter]** (the "**Underwriter**") and **[name of U.S. affiliate of Underwriter]**, in its capacity as placement agent in the United States for the Underwriter (the "**U.S. Affiliate**"), each hereby certifies that:

(a) the U.S. Affiliate is a duly registered broker or dealer with the Financial Industry Regulatory Authority ("**FINRA**") and the United States Securities Exchange Commission (the "**SEC**") and is in good standing with FINRA and the SEC on the date hereof;

(b) all offers and sales of the Offered Units in the United States or to U.S. Persons have been conducted by us in accordance with the terms of the Underwriting Agreement (including Schedule "A" thereto);

(c) we had reasonable grounds to believe and did believe that each offeree that is in the United States or that is a U.S. Person was either (i) a Qualified Institutional Buyer (and took reasonable steps to confirm that such offeree was a Qualified Institutional Buyer), and, on the date hereof, we continue to believe that such purchaser of Offered Units that is in the United States or that was offered Offered Units in the United States is a Qualified Institutional Buyer, or (ii) a U.S. Accredited Investor and, on the date hereof, we continue to believe that such purchaser of Offered Units that is in the United States or that was offered Offered Units in the United States is a U.S. Accredited Investor;

(d) no form of General Solicitation or General Advertising was used by us in connection with the offer or sale of the Offered Units in the United States;

(e) prior to any sale of the Offered Units in the United States or to U.S. Persons, each purchaser thereof was required to execute and deliver to the Underwriter and its U.S. Affiliate making such sale either, (i) a Qualified Institutional Buyer investment letter for Qualified Institutional Buyer purchasing pursuant to Rule 144A substantially in the form attached as Schedule C – Annex 2 to the Subscription Agreement; or (ii) a U.S. Accredited Investor Certificate for U.S. Accredited Investors purchasing pursuant to Rule 506(b) of Regulation D under the U.S. Securities Act substantially in the form attached as Schedule C- Annex 1 to the Subscription Agreement; and

(f) the offering of the Offered Units has been conducted by us in accordance with the terms of the Underwriting Agreement, including Schedule "A" thereto.

Capitalized terms used in this certificate have the meanings given to them in the Underwriting Agreement unless otherwise defined herein.

DATED this _____ day of _____, **[year]**.

[INSERT NAME OF UNDERWRITER]

By: _____

Name: ●

Title: ●

[INSERT NAME OF U.S. AFFILIATE]

By: _____

Name: ●

Title: ●