

SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made as of January 10, 2020.

BETWEEN:

FTI CONSULTING CANADA INC., court appointed receiver and manager of Red Eagle Mining Corporation

(the "**Vendor**")

AND:

EAGLE GOLD MINING INC., a corporation incorporated under the laws of British Virgin Islands

(the "**Purchaser**")

AND:

ORION FUND JV LIMITED, an exempted limited company formed under the laws of Bermuda

(the "**Orion**" or the "**Agent**")

WHEREAS:

A. Pursuant to an order (the "**Order**") made November 21, 2018, in proceedings commenced in the Vancouver Registry of the Supreme Court of British Columbia (the "**Court**"), under number S-1812407, the Vendor was appointed as the receiver and manager (the "**Receiver**"), without security, of all of the assets, undertakings and property of Red Eagle Mining Corporation ("**REM**") and REMDC Holdings Limited ("**REMDC**" and collectively with REM, the "**Companies**") acquired for, or used in relation to a business carried on by the Companies (the "**Property**") pursuant to Section 243(1) of the *Bankruptcy and Insolvency Act*, R.S.C. 1985, c. B-3, as amended, and Section 39 of the *Law and Equity Act*, R.S.B.C. 1996 c. 253, as amended;

B. The Vendor, in its capacity as the Receiver, is empowered and authorized by the Order to act in respect of the Property, including but not limited:

1. to sell any part of the Property with the approval of the Court in respect of any transactions in which the aggregate purchase price exceeds CAD\$250,000.00; and
2. to exercise any shareholder rights which the Companies may have;

C. As of the time of the Order, REM was, and as of the date of this Agreement is, the registered owner of all of the issued and outstanding shares of REMDC, being 1 Common share without par value represented by share certificate 02 and 28,640 Common shares without par value represented by share certificate 03 (collectively, the "**Purchased Shares**");

D. REMDC granted certain security and guaranteed the obligations owing by REM to the Agent for and on behalf of the lenders (the "**Lenders**") under a second amended and restated

credit agreement dated as of August 11, 2017 (as the same may be further amended, or amended and restated, the "**Credit Agreement**"); and

E. The Vendor has been authorized by the Order to sell, and the Purchaser wishes to purchase, the Purchased Shares free and clear of any security, guarantees and any related liens, charges and security interests made by REMDC in favour of the Agent or the Lenders (the "**Security**").

IN CONSIDERATION of the covenants and agreements in this Agreement, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

Unless the context clearly indicates otherwise, (i) each term used in this Agreement, which is defined in the Recitals shall have the meaning given to such term in the Recitals and (ii) in this Agreement:

- (a) "**Agreement**" means this agreement, including all Recitals to this agreement, as amended, supplemented or restated from time to time;
- (b) "**Approval and Vesting Order**" has the meaning given to it in Section 6.1(d);
- (c) "**Assignment Agreement**" means that certain assignment agreement to be entered into between Orion, Liberty Metals & Mining Holdings, LLC, Stracon International S.A.C., MASGLAS Limited, REMDC and the Target, in a form and substance satisfactory to each such party, acting reasonably;
- (d) "**Business Day**" means a day other than a Saturday, Sunday or statutory holiday in the Province of British Columbia;
- (e) "**Closing**" means the completion of the purchase and sale of the Purchased Shares hereunder;
- (f) "**Closing Date**" has the meaning given to it in Section 5.1 or such other date agreed to by the parties;
- (g) "**Deferred Purchase Price Installment**" has the meaning given to it in Section 2.3(b);
- (h) "**Gold Purchase Agreement**" means that certain gold purchase agreement dated July 1, 2015, between Red Eagle Finance Limited and the Target, as amended or re-enacted from time to time;
- (i) "**Initial Purchase Price Installment**" has the meaning given to it in Section 2.3(a);
- (j) "**Intercompany Debt**" means the Intercompany Note and all other intercompany receivables of REM against REMDC or the Target at Closing;
- (k) "**Intercompany Note**" means that certain intercompany note dated August 20, 2015 between REM and the Target, as amended from time to time;

- (l) **"Model Approval and Vesting Order"** means the form of Approval and Vesting Order prescribed by the Court for approving this Agreement and vesting the Purchased Shares in the Purchaser;
- (m) **"Nominee"** has the meaning given to it in Section 2.3(b);
- (n) **"Purchase Price"** has the meaning given to it in Section 2.2;
- (o) **"Purchaser's Solicitors"** means Cuatrecasas Gonçalves Pereira S.Civil de R.L. and McCarthy Tétrault LLP;
- (p) **"Target"** means Red Eagle Mining de Colombia S.A.S.; and
- (q) **"Vendor's Solicitors"** means Miller Thomson LLP.

1.2 Construction and Interpretation

The division of this Agreement into Sections and the insertion of headings are for convenience only, do not form a part of this Agreement and will not be used to affect the construction or interpretation of this Agreement. Unless otherwise specified:

- (a) each reference in this Agreement to "Section" or "Recital" is to a Section or Recital to this Agreement;
- (b) each reference to a statute is deemed to be a reference to that statute, and to the regulations made under that statute, as amended or re-enacted from time to time;
- (c) words importing the singular include the plural and vice versa and words importing gender include all genders;
- (d) references to time of day or date means the local time or date in Vancouver, British Columbia; and
- (e) when used in the context of a general statement followed by a reference to one or more specific items or matters, the term "including" shall mean "including, without limitation", and the term "includes" shall mean "includes, without limitation".

ARTICLE 2 PURCHASE AND SALE OF PURCHASED SHARES

2.1 Purchase and Sale

At Closing, the Vendor agrees to sell to the Purchaser and the Purchaser agrees to purchase from the Vendor, the Purchased Shares, subject to and in accordance with the terms and conditions of this Agreement.

2.2 Purchase Price

The aggregate purchase price for the Purchased Shares is [REDACTED] (the "**Purchase Price**").

2.3 Payment of Purchase Price

The Purchaser will pay the Purchase Price as follows:

- (a) on the Closing Date, pay to the Vendor's Solicitors, in trust, by bank draft or wire transfer in the amount of [REDACTED] (the "Initial Purchase Price Installment"); and
- (b) within 15 Business Days of the confirmation of the conditions set out in Section 7.1 or upon the exercise by Purchaser of its rights pursuant to Section 7.2(b), pay to the Agent, or to such party as the Agent may direct (the "Nominee"), in trust, by bank draft or wire transfer in the amount of [REDACTED] (the "Deferred Purchase Price Installment").

ARTICLE 3 REPRESENTATIONS AND WARRANTIES

3.1 Representations and Warranties of Purchaser

The Purchaser represents and warrants to the Vendor, and acknowledges that the Vendor is relying upon such representations and warranties, that as at the date of this Agreement first written above and as at the Closing Date:

- (a) **Due Execution and Enforceability.** This Agreement constitutes a valid and legally binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms subject to applicable bankruptcy, insolvency, reorganization and other laws of general application limiting the enforcement of creditors' rights generally and to the fact that specific performance is an equitable remedy available only in the discretion of the court; and
- (b) **Authorizations.** The Purchaser has the corporate power and capacity to enter into this Agreement and to perform its obligations hereunder. The execution and delivery of this Agreement and the consummation of the transaction contemplated by this Agreement has been duly authorized by all necessary corporate action on the part of the Purchaser and its directors, and shareholders if necessary.

3.2 Survival of Representations and Warranties

The representations and warranties contained in this Agreement will survive Closing for a period of one year from the Closing Date.

ARTICLE 4 "AS IS, WHERE IS"

4.1 "As is, where is"

The Purchaser acknowledges that the Vendor is a court-appointed Receiver, appointed pursuant to the Order and has not carried on or operated the business of REMDC pursuant to that Order, and, accordingly, makes no representations or warranties with respect to REMDC, its business or undertakings, the Property or the Purchased Shares, and in particular, the Purchaser acknowledges that, subject to the Vendor obtaining the Approval and Vesting Order:

- (a) it is purchasing the Purchased Shares on an "as is, where is" basis and on the basis that the Purchaser has conducted to its satisfaction an independent inspection, investigation and verification of the Purchased Shares and all other relevant matters and has determined to proceed with the transaction contemplated herein and will accept the same at the Closing Date;
- (b) the description of the Purchased Shares contained herein is for the purpose of identification only and the inclusion of any item in such description does not confirm that they have been validly issued. No representation, warranty or condition has been given by the Vendor concerning the completeness or accuracy of such description; and
- (c) any documents, materials and information provided by or on behalf of the Vendor to the Purchaser with respect to the Purchased Shares and the Property have been provided to the Purchaser solely to assist the Purchaser in undertaking its own due diligence, and the Vendor has not made and is not making any representations or warranties, implied or otherwise, to or for the benefit of the Purchaser as to the accuracy and completeness of any such documents, materials or information or the achievability of any valuations, estimates or projections. The Purchaser acknowledges that it has not and will not rely upon any such documents, materials or information in any manner, whether as a substitute for or supplementary to its own due diligence, searches, inspections and evaluations. The Vendor and its respective affiliates, directors, officers, employees, agents and advisors shall not be liable for any inaccuracy, incompleteness or subsequent changes to any such documents, materials or information.

ARTICLE 5 CLOSING

5.1 Closing Date

The Closing shall occur as soon as practicable following the date on which the Approval and Vesting Order has been obtained (the date on which the Closing occurs being the "**Closing Date**"), subject to,

- (a) the fulfillment or performance of the closing conditions set out in Section 6.1 to the satisfaction (or waiver) of the Vendor; and
- (b) the fulfillment or performance of the closing conditions set out in Section 6.2 to the satisfaction (or waiver) of the Purchaser.

The Closing will take place at 2:00 p.m. on the Closing Date at the offices of the Purchaser's Solicitors or such earlier or later date or other place or on such trust conditions as the parties hereto may agree in writing.

5.2 Closing Documents by Vendor

On or prior to the Closing, the Vendor will deliver to the Purchaser:

- (a) the Approval and Vesting Order and the Receiver's Certificate contemplated by same;

- (b) the original share certificates representing the Purchased Shares;
- (c) an assignment agreement or other transfer document evidencing the transfer of the Purchased Shares;
- (d) the minute book of REMDC (and its subsidiaries) and all other documents and records of REMDC (and its subsidiaries) in the possession or control of the Vendor; and
- (e) such further documents and assurances as may be reasonably required by the Purchaser's Solicitors in order to complete the transaction contemplated herein.

5.3 Closing Documents by Purchaser

On or prior to the Closing, the Purchaser will deliver to the Vendor:

- (a) a bank draft or wire transfer payable to the Vendor's Solicitors, in trust, in the amount of the Initial Purchase Price Installment; and
- (b) such further documents and assurances as may be reasonably required by the Vendor's Solicitors in order to complete the transaction contemplated herein.

ARTICLE 6 CONDITIONS

6.1 Conditions of Closing of Vendor

The Vendor's obligation to complete the purchase and sale of the Purchased Shares is subject to the following terms and conditions for the exclusive benefit of the Vendor, to be fulfilled or performed at or prior to the Closing:

- (a) **Representations and Warranties:** The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects at the Closing Date, with the same force and effect as if such representations and warranties were made at and as of such time;
- (b) **Covenants:** All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Closing, to the extent required to be complied with or performed by the Purchaser at or before the Closing, shall have been complied with or performed in all material respects;
- (c) **Share Certificates:** The Vendor will have in its possession the original share certificates representing the Purchased Shares before the Closing Date;
- (d) **Order:** The Vendor will have obtained an order from the Court approving this Agreement and vesting the Purchased Shares in the Purchaser, modelled on and substantially in the form of the Model Approval and Vesting Order (the "**Approval and Vesting Order**"), and such Approval and Vesting Order shall not have been appealed, stayed, varied or dismissed;
- (e) **Purchaser Third Party Agreements:** The Vendor will have received copies of any agreements that the Vendor will be required to enter into in its capacity as the Receiver of REM or REMDC prior to the Closing, in form and substance satisfactory to the Vendor, including the agreement pursuant to which the

Intercompany Debt shall have been assigned by REM to MASGLAS Limited or as it otherwise has directed; and

- (f) **Release and Discharge:** The Vendor will have obtained from the Agent, for and on behalf of the Lenders, a full release and discharge of REMDC and its subsidiaries for any and all actions, contracts, demands, liabilities and obligations whatsoever, including all liens, charges and security interests created or intended to be created pursuant to any Security that is not assigned to MASGLAS Limited pursuant to the Assignment Agreement, which the Agent, for and on behalf of the Lenders, now has or hereafter can, shall or may have for or by reason of or arising out of or in connection with the Security and/or the Credit Agreement.

The foregoing conditions are inserted for the sole benefit of the Vendor and may be waived in whole or in part by the Vendor, in its sole and absolute discretion.

6.2 Conditions of Closing of Purchaser

The Purchaser's obligation to complete the purchase and sale of the Purchased Shares is subject to the following terms and conditions for the exclusive benefit of the Purchaser, to be fulfilled or performed at or prior to the Closing:

- (a) **Covenants:** All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor at or before the Closing, to the extent required to be complied with or performed by the Purchaser at or before the Closing, shall have been complied with or performed in all material respects;
- (b) **Order:** The Vendor will have obtained the Approval and Vesting Order in form and substance satisfactory to the Purchaser, and such Approval and Vesting Order shall not have been appealed, stayed, varied or dismissed;
- (c) **Court Materials:** The Vendor will have provided the Purchaser with draft court materials and an opportunity to provide comments on them before they are served and filed. The Vendor will have provided to the Purchaser its proposed service list for its motion and will have added to the service list and served its motion on any other Person reasonably requested by the Purchaser. The copy of this Agreement included in the Vendor's court materials that is made public will have been redacted in a manner mutually satisfactory to the Vendor and the Purchaser (with an unredacted copy have been provided to the Court confidentially with a request for a sealing order);
- (d) **Release and Discharge:** The Vendor will have obtained from the Agent, for and on behalf of the Lenders, a full release and discharge of REMDC and its subsidiaries for any and all actions, contracts, demands, liabilities and obligations whatsoever, including all liens, charges and security interests created or intended to be created pursuant to any Security that is not assigned to MASGLAS Limited pursuant to the Assignment Agreement, which the Agent, for and on behalf of the Lenders, now has or hereafter can, shall or may have for or by reason of or arising out of or in connection with the Security and/or the Credit Agreement;
- (e) **Purchaser Third Party Agreements:** The Purchaser shall have entered, or caused REMDC or the Target to have entered, into the following agreements, each in form and substance satisfactory to the Purchaser in its sole discretion:

- (i) an agreement with STRACON International S.A.C or an affiliate thereof with respect to the mining services agreement for the Property; and
 - (ii) agreements with Liberty Metals and Mining Holdings, LLC and Osisko Gold Royalties, as applicable, to amend or amend and restate the existing net smelter return royalty and production payment agreement in respect of the Property.
- (f) **Termination of the Gold Purchase Agreement:** The Gold Purchase Agreement shall have been terminated by the parties thereto and Red Eagle Finance Limited (BVI) shall have assigned its receivable against Target in connection thereof to MASGLAS Limited or as it otherwise has directed;
- (g) **Assignment of the Intercompany Debt:** The Intercompany Debt shall have been assigned by REM to MASGLAS Limited or as it otherwise has directed;
- (h) **Approvals:** The Purchaser shall have received all necessary corporate approvals in order to execute and deliver this Agreement and to perform the transactions contemplated herein;
- (i) **Officer and Director Resignations:** The Purchaser shall have received written resignations and releases of the existing directors and officers of REMDC; and
- (j) **Due Diligence:** The Purchaser shall have completed all due diligence on REMDC, the subsidiaries of REMDC and the Property to the satisfaction of the Purchaser, in its sole discretion, including all material legal, technical, commercial, tax and financial aspects of REMDC (and its subsidiaries) and the Property.

The foregoing conditions are inserted for the sole benefit of the Purchaser and may be waived in whole or in part by the Purchaser, in its sole and absolute discretion.

ARTICLE 7 DEFERRED PURCHASE PRICE PROVISION

7.1 Conditions of Deferred Purchase Price Installment

The Purchaser's obligation to pay the Deferred Purchase Price Installment is subject to the following terms and conditions for the exclusive benefit of the Purchaser, to be fulfilled or performed at or prior to the one (1) year anniversary of the Closing Date,

- (a) **Target Third Party Agreements:** The Target shall have entered into the following agreements, each in form and substance satisfactory to the Purchaser in its sole discretion:
- (i) a settlement agreement with [REDACTED] with respect to certain outstanding liabilities of the Target [REDACTED]
 - (ii) a settlement agreement with [REDACTED] with respect to certain outstanding liabilities of the Target [REDACTED]

- (iii) a settlement agreement with the [REDACTED] with respect to certain outstanding liabilities of the Target;
- (iv) a settlement agreement with [REDACTED] with respect to certain outstanding liabilities of the Target [REDACTED]
- (v) a settlement agreement with [REDACTED] with respect to certain outstanding liabilities of Target [REDACTED] and [REDACTED]
- (vi) a settlement agreement with [REDACTED] with respect to certain outstanding liabilities of Target [REDACTED]

7.2 Termination Right of Purchaser

If the conditions of the Deferred Purchaser Price Installment set out in Section 7.1(a) have not been fulfilled or performed at or prior to the one (1) year anniversary date of the Closing Date, in all cases, to the satisfaction of the Purchaser, then the Purchaser shall be entitled, in its sole discretion, to either:

- (a) terminate this Agreement in accordance with the termination procedures set forth in Section 7.3; or
- (b) pay the Deferred Purchase Price Installment and waive its termination rights pursuant to Section 7.2(a).

7.3 Termination Procedures

In the event that the Purchaser exercises its right to terminate this Agreement pursuant to Section 7.2(a),

- (a) the Purchaser shall give notice to the Agent of such decision within 10 Business Days following such one (1) year anniversary date of the Closing Date
- (b) the Vendor shall be entitled to retain the Initial Purchase Price Installment and any amounts invested by the Purchaser in the Target;
- (c) the Purchaser shall no longer be required to pay the Deferred Purchase Price Installment;
- (d) following receipt of such notice from the Purchaser, the Agent shall have 20 Business Days in which to notify the Purchaser in writing that it elects to purchase the Purchased Shares. If such notice is delivered then in consideration of USD\$1.00 to be paid by the Agent or its Nominee or assignee to the Purchaser, the Purchaser shall sell, transfer and assign to the Agent or its Nominee or assignee and the Agent or its Nominee or assignee shall purchase and assume from the Purchaser all of the Purchaser's right, title and interest in the Purchased Shares, on an "as is, where is" basis, with no express or implied representations or warranties. In the event that the Agent does not provide notice of its election to purchase the Purchased Shares, the Purchaser will retain the Purchased Shares with no further obligation in respect of the Deferred Purchase Price Installment;

- (e) In the event that the Agent or its Nominee or assignee has purchased and assumed the Purchased Shares, the Purchaser will deliver to the Agent or its Nominee or assignee:
 - (i) the original share certificates representing the Purchased Shares; and
 - (ii) the minute book of REMDC (and its subsidiaries) and all other documents and records of REMDC (and its subsidiaries) in the possession or control of the Purchaser; and
 - (iii) deliver such further documents and assurances as may be reasonably required in order to complete the transactions contemplated in this Section 7.3.

ARTICLE 8 DISCHARGE OF THE VENDOR AS RECEIVER

8.1 Discharge of the Vendor as Receiver

The Purchaser and the Agent acknowledge and agree that:

- (a) following the Closing, the Vendor intends to make an application to the Court to be discharged as the Receiver of REM and REMDC; and
- (b) following the granting by the Court of the discharge of the Vendor as the Receiver of REM and REMDC, the Vendor will not have any power or authority to act on behalf of either REM or REMDC in connection with any matters.

ARTICLE 9 GENERAL

9.1 Entire Agreement

The terms of this Agreement contain the entire agreement between the parties with respect to the subject matter of this Agreement and cancel and supersede any prior understandings or agreements between the parties with respect to that subject matter.

9.2 Further Assurances

The parties will execute and deliver all further documents and take all further action reasonably necessary to give effect to the terms and intent of this Agreement and to complete the transaction contemplated herein.

9.3 Notices

Any notice to be given under this Agreement shall be in writing and shall be validly given if delivered, faxed or sent via email to the parties as follows:

To the Vendor at:

FTI Consulting Canada Inc.
TD Waterhouse Tower
79 Wellington Street West, Suite 2010

Toronto, Ontario M5K 1G8
Attention: Toni Vanderlaan

Email: toni.vanderlaan@fticonsulting.com

with a copy to:

Miller Thomson LLP
400 – 725 Granville Street
Vancouver, British Columbia V7Y 1G5
Attention: Gordon Plottel
Email: gplottel@millertomson.com

To the Purchaser at:

Eagle Gold Mining Inc.
Los Flamencos 145, piso 5
San Isidro, Lima, Peru

Attention: David Brownrigg & Maurizio Cordova

Email: dbrownrigg@masglas.com; mcordova@masglas.com

with a copy to:

Cuatrecasas Peru
Attention: Oscar Trelles
Email: oscar.trelles@cuatrecasas.com

and

McCarthy Tétrault LLP
Suite 5300, TD Bank Tower
Box 48, 66 Wellington Street West
Toronto ON M5K 1E6
Canada

Attention: Frederico Marques
Email: fmarques@mccarthy.ca

To the Agent at:

Orion Resources Partners (USA) LP
7 Bryant Park
1045 Avenue of the Americas, Floor 25
New York, NY 10018

Attention: Dov Lader
Email: dlader@orionrp.com

with a copy to:

Torys LLP
TD South Tower
79 Wellington Street West
30th Floor, Box #270,
Toronto, Ontario
M5K 1N2
Canada

Attention: Tom Zverina
Email: tzverina@torys.com

or to such other address as a party may advise the other by written notice hereunder. Any notice addressed and provided as aforesaid shall be deemed to have been given on the day of delivery or electronic transmission if a Business Day and if not a Business Day, then on the next Business Day.

9.4 Enurement

This Agreement enures to the benefit of and binds the parties and their respective successors and permitted assigns.

9.5 Assignment

Neither this Agreement nor any of the rights or obligations under this Agreement are assignable by either party without the prior written consent of the other party, provided that the Agent may assign its right to purchase the Purchased Shares pursuant to Section 7.3 without consent.

9.6 Amendment and Waiver

This Agreement may only be amended by written agreement signed by the parties. Any waiver of any provision hereof will be effective only if it is in writing and signed by the party to be bound thereby, and only in the specific instance and for the specific purpose for which it has been given. No failure of a party to exercise, and no delay in exercising, any right under this Agreement will operate as a waiver of such right. No single or partial exercise of any such right will preclude any further or other exercise of such right.

9.7 Severability

If any provision of this Agreement is determined to be invalid, illegal or unenforceable by an arbitrator or any court of competent jurisdiction, that provision will be severed from this Agreement, and the remaining provisions will remain in full force and effect.

9.8 Time of Essence

Time is of the essence of this Agreement.

9.9 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without reference to conflicts of law rules. The parties agree to submit to the jurisdiction and the courts of British Columbia with respect to any dispute relating to this Agreement or the transactions contemplated herein.

9.10 Counterparts

This Agreement may be executed in any number of counterparts, originally, by fax, or by email, each of which is an original and all of which together are one original document.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement as of the date first written above.

)
) **FTI CONSULTING CANADA INC.**, as
) court appointed receiver and manager of
) Red Eagle Mining Corporation, and not in
) its personal capacity
)
) Per: *Toni Vanderlaan*
) Name: Toni Vanderlaan
) Title: Senior Managing Director
) I have the authority to bind the Corporation

)
)
) **EAGLE GOLD MINING INC.**
)
) Per: _____
) Name:
) Title:
) I have the authority to bind the Corporation

)
)
) **ORION FUND JV LIMITED**
)
) Per: _____
) Name:
) Title:
) I have the authority to bind the Corporation

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement as of the date first written above.

)
)
)
)
)
)
)
)

FTI CONSULTING CANADA INC.

Per: _____

Name:

Title:

I have the authority to bind the Corporation

)
)
)
)
)
)
)
)

EAGLE GOLD MINING INC.

Per: _____

Name: Maurizio Cordova

Title: Sole Director

I have the authority to bind the Corporation

)
)
)
)
)
)
)
)

ORION FUND JV LIMITED

Per: _____

Name:


Title:

I have the authority to bind the Corporation

IN WITNESS WHEREOF, the parties hereby have duly executed this Agreement as of the date first written above.

) **FTI CONSULTING CANADA INC.**, as
) court appointed receiver and manager of
) Red Eagle Mining Corporation, and not in
) its personal capacity
)
) Per: _____
) Name: Toni Vanderlaan
) Title: Senior Managing Director
) I have the authority to bind the Corporation

)
)
) **EAGLE GOLD MINING INC.**
) Per: _____
) Name:
) Title:
) I have the authority to bind the Corporation

)
)
) **ORION FUND JV LIMITED**
) Per: 
) _____
) Name: Christopher Tribley
) Title: Director
) I have the authority to bind the Corporation