

## FORM 9

### **NOTICE OF ISSUANCE OR PROPOSED ISSUANCE OF LISTED SECURITIES**

**(or securities convertible or exchangeable into listed securities<sup>1</sup>)**

Name of Listed Issuer:	Symbol(s):
Getchell Gold Corp. (the "Issuer").	GTCH

Date: July 23, 2020 Is this an updating or amending Notice:  Yes  No

If yes provide date(s) of prior Notices: \_\_\_\_\_.

Issued and Outstanding Securities of Issuer Prior to Issuance: 58,286,727

#### **Pricing**

Date of news release announcing proposed issuance: To be determined or

Date of confidential request for price protection: \_\_\_\_\_

Closing Market Price on Day Preceding the news release: To be determined or

Day preceding request for price protection: \_\_\_\_\_

#### **Closing**

Number of securities to be issued: such number of common shares equal to US\$140,000 divided by the volume-weighted average price of the common shares for the 10 consecutive trading days before the date of issuance.

Issued and outstanding securities following issuance: (to be determined) \_\_\_\_\_

#### **Instructions:**

1. For private placements (including debt settlement), complete tables 1A and 1B in Part 1 of this form.
2. Complete Table 1A – Summary for all purchasers, excluding those identified in Item 8.
3. Complete Table 1B – Related Persons only for Related Persons
4. If shares are being issued in connection with an acquisition (either as consideration or to raise funds for a cash acquisition) please proceed to Part 2 of this form.
5. An issuance of non-convertible debt does not have to be reported unless it is a significant transaction as defined in Policy 7, in which case it is to be reported on Form 10 – Notice of Proposed Transaction
6. Post the completed Form 9 to the CSE website in accordance with *Policy 6 – Distributions*. In addition, the completed form must be delivered to



2. Provide full details of the use of the proceeds. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material. \_\_\_\_\_ .
3. Provide particulars of any proceeds which are to be paid to Related Persons of the Issuer: \_\_\_\_\_  
\_\_\_\_\_ .
4. If securities are issued in forgiveness of indebtedness, provide details of the debt agreement(s) or and the agreement to exchange the debt for securities.
5. Description of securities to be issued:
  - (a) Class \_\_\_\_\_ .
  - (b) Number \_\_\_\_\_ .
  - (c) Price per security \_\_\_\_\_ .
  - (d) Voting rights \_\_\_\_\_ .
6. Provide the following information if warrants, (options) or other convertible securities are to be issued:
  - (a) Number \_\_\_\_\_ .
  - (b) Number of securities eligible to be purchased on exercise of warrants (or options) \_\_\_\_\_  
\_\_\_\_\_ .
  - (c) Exercise price \_\_\_\_\_ .
  - (d) Expiry date \_\_\_\_\_ .
7. Provide the following information if debt securities are to be issued:
  - (a) Aggregate principal amount \_\_\_\_\_ .
  - (b) Maturity date \_\_\_\_\_ .
  - (c) Interest rate \_\_\_\_\_ .
  - (d) Conversion terms \_\_\_\_\_ .
  - (e) Default provisions \_\_\_\_\_ .

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the placement (including warrants, options, etc.):
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the placement (name, and if a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): \_\_\_\_\_ .
  - (b) Cash \_\_\_\_\_ .
  - (c) Securities \_\_\_\_\_ .
  - (d) Other \_\_\_\_\_ .
  - (e) Expiry date of any options, warrants etc. \_\_\_\_\_ .
  - (f) Exercise price of any options, warrants etc. \_\_\_\_\_ .
9. State whether the sales agent, broker, dealer or other person receiving compensation in connection with the placement is Related Person or has any other relationship with the Issuer and provide details of the relationship \_\_\_\_\_  
\_\_\_\_\_ .
10. Describe any unusual particulars of the transaction (i.e. tax "flow through" shares, etc.).  
\_\_\_\_\_ .
11. State whether the private placement will result in a change of control.  
\_\_\_\_\_ .
12. Where there is a change in the control of the Issuer resulting from the issuance of the private placement shares, indicate the names of the new controlling shareholders. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ .
13. Each purchaser has been advised of the applicable securities legislation restricted or seasoning period. All certificates for securities issued which are subject to a hold period bear the appropriate legend restricting their transfer until the expiry of the applicable hold period required by National Instrument 45-102 Resale of Securities.

## Part 2. Acquisition

1. Provide details of the assets to be acquired by the Issuer (including the location of the assets, if applicable). The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the transaction without reference to any other material: The exclusive right to explore, develop, and mine the "Star" group of 199 unpatented lode mining claims situated in Pershing County, Nevada (the "Property").

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2. Provide details of the acquisition including the date, parties to and type of agreement (eg: sale, option, license etc.) and relationship to the Issuer. The disclosure should be sufficiently complete to enable a reader to appreciate the significance of the acquisition without reference to any other material: The Issuer proposes to acquire the exclusive right to explore, develop, and mine the Property through its subsidiary, Getchell Gold Nevada, Inc. (the "Lessee"), pursuant to a Mining Lease agreement dated June 1, 2020 (the "Agreement") between the Lessee and RS Gold, LLC (the "Owner"), for the consideration described below. The initial term of the Agreement commences on June 1, 2020 (the "Effective Date") and expires 20 years after the Effective Date, unless the Agreement is sooner terminated or extended pursuant to the Agreement. The Agreement supersedes and replaces the agreement entered into between the parties on June 26, 2010 (the "Original Agreement").
3. Provide the following information in relation to the total consideration for the acquisition (including details of all cash, securities or other consideration) and any required work commitments:
  - (a) Total aggregate consideration in Canadian dollars: \$763,280 (cash) and \$102,718 (in share issuances) until production is achieved from the Property .
  - (b) Cash: US\$560,000 to be paid as advance minimum royalties to the Owner as follows (of which US\$365,000 made under the June 26, 2010 Original Agreement will be credited towards the Lessee's advance minimum royalty payment total):
    - (i) US\$15,000 upon the Effective Date of the Agreement;
    - (ii) US\$15,000 on or before the 1<sup>st</sup> anniversary of the Agreement;
    - (iii) US\$20,000 on or before the 2<sup>nd</sup> anniversary of the Agreement;
    - (iv) US\$25,000 as an annual advance minimum royalty commencing on the 3<sup>rd</sup> anniversary of the Effective Date;

- (v) US\$30,000 as an annual advance minimum royalty commencing on the 4<sup>th</sup> anniversary of the Effective Date;
  - (vi) US\$35,000 in cash or gold equivalent as an annual advance minimum royalty commencing on the 5<sup>th</sup> anniversary of the Effective Date; and
  - (vii) \$40,000 in cash or gold equivalent as an annual advance minimum royalty commencing on the 6<sup>th</sup> anniversary and each anniversary of the Effective Date thereafter and through the initial term and any renewal or extension thereof.
- (c) Securities (including options, warrants etc.) and dollar value: Common shares of the Issuer (“Issuer Shares”) equal to US\$140,000 divided by the volume-weighted average price of the common shares for the 10 consecutive trading days before the date of issuance, to be issued as follows:
- (i) US\$10,000 in Issuer Shares upon the Effective Date of the Agreement;
  - (ii) US\$20,000 in Issuer Shares on or before the 1<sup>st</sup> anniversary of the Agreement;
  - (iii) US\$30,000 in Issuer Shares on or before the 2<sup>nd</sup> anniversary of the Agreement;
  - (iv) US\$40,000 in Issuer Shares commencing on the 3<sup>rd</sup> anniversary of the Effective Date;
  - (v) US\$40,000 in Issuer Shares commencing on the 4<sup>th</sup> anniversary of the Effective Date;
- (d) Other: Upon commencing production of valuable minerals from the Property, the Lessee will pay the Owner a royalty on production equal to 3% of net smelter returns. Up to two thirds of the royalty representing 2%) of the net smelter returns on production can be bought down for US\$1,500,000 per percentage point and US \$3,000,000 for two percentage points.
- (e) Expiry date of options, warrants, etc. if any: N/A
- (f) Exercise price of options, warrants, etc. if any: N/A
- (g) Work commitments: N/A

4. State how the purchase or sale price was determined (e.g. arm's-length negotiation, independent committee of the Board, third party valuation etc).  
Arm's-length negotiation
5. Provide details of any appraisal or valuation of the subject of the acquisition known to management of the Issuer: N/A
6. The names of parties receiving securities of the Issuer pursuant to the acquisition and the number of securities to be issued are described as follows:

Name of Party (If not an individual, name all insiders of the Party)	Number and Type of Securities to be Issued	Dollar value per Security (CDN\$)	Conversion price (if applicable)	Prospectus Exemption	Total Securities, Previously Owned, Controlled or Directed by Party	Describe relationship to Issuer <sup>(1)</sup>
RS Gold, LLC (Randall Stoeberl)	(to be determined) common shares equal to US\$140,000 divided by the volume-weighted average price of the common shares for the 10 consecutive trading days before the date of issuance	(to be determined)	N/A	Section 2.13 of NI 45-106	Nil	Arm's length

(1) Indicate if Related Person

7. Details of the steps taken by the Issuer to ensure that the vendor has good title to the assets being acquired: This is a renegotiation of an existing mining lease agreement. The Issuer paid the annual claim renewal fees from 2010 through 2019 and will pay the renewal fees in 2020 and going forward. As such the Issuer is intimately familiar with the assets.

8. Provide the following information for any agent's fee, commission, bonus or finder's fee, or other compensation paid or to be paid in connection with the acquisition (including warrants, options, etc.): N/A
- (a) Details of any dealer, agent, broker or other person receiving compensation in connection with the acquisition (name, and if a corporation, identify persons owning or exercising voting control over 20% or more of the voting shares if known to the Issuer): \_\_\_\_\_  
\_\_\_\_\_.
- (b) Cash \_\_\_\_\_.
- (c) Securities \_\_\_\_\_.
- (d) Other \_\_\_\_\_.
- (e) Expiry date of any options, warrants etc. \_\_\_\_\_.
- (f) Exercise price of any options, warrants etc. \_\_\_\_\_.
9. State whether the sales agent, broker or other person receiving compensation in connection with the acquisition is a Related Person or has any other relationship with the Issuer and provide details of the relationship. N/A  
\_\_\_\_\_  
\_\_\_\_\_.
10. If applicable, indicate whether the acquisition is the acquisition of an interest in property contiguous to or otherwise related to any other asset acquired in the last 12 months. N/A  
\_\_\_\_\_  
\_\_\_\_\_.

### Certificate Of Compliance

The undersigned hereby certifies that:

1. The undersigned is a director and/or senior officer of the Issuer and has been duly authorized by a resolution of the board of directors of the Issuer to sign this Certificate of Compliance on behalf of the Issuer.
2. As of the date hereof there is not material information concerning the Issuer which has not been publicly disclosed.
3. the Issuer has obtained the express written consent of each applicable individual to:



- (a) the disclosure of their information to the Exchange pursuant to this Form or otherwise pursuant to this filing; and
- (b) the collection, use and disclosure of their information by the Exchange in the manner and for the purposes described in Appendix A or as otherwise identified by the Exchange, from time to time
4. The undersigned hereby certifies to the Exchange that the Issuer is in compliance with the requirements of applicable securities legislation (as such term is defined in National Instrument 14-101) and all Exchange Requirements (as defined in CSE Policy 1).
5. All of the information in this Form 9 Notice of Issuance of Securities is true.

Dated July 23, 2020

William S Wagener  
Name of Director or Senior  
Officer

"William S Wagener"  
Signature

CEO  
Official Capacity

## Appendix A

### PERSONAL INFORMATION COLLECTION POLICY REGARDING FORM 9

The Canadian Securities Exchange and its subsidiaries, affiliates, regulators and agents (collectively, "CSE or the "Exchange") collect and use the information (which may include personal or other information) which has been provided in Form 9 for the following purposes:

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- To determine whether an individual is suitable to be associated with a Listed Issuer;
- To determine whether an issuer is suitable for listing;
- To determine whether allowing an issuer to be listed or allowing an individual to be associated with a Listed Issuer could give rise to investor protection concerns or could bring the Exchange into disrepute;
- To conduct enforcement proceedings;

- To ensure compliance with Exchange Requirements and applicable securities legislation; and
- To fulfil the Exchange's obligation to regulate its marketplace.

The CSE also collects information, including personal information, from other sources, including but not limited to securities regulatory authorities, law enforcement and self-regulatory authorities, regulation service providers and their subsidiaries, affiliates, regulators and agents. The Exchange may disclose personal information to these entities or otherwise as provided by law and they may use it for their own investigations.

The Exchange may use third parties to process information or provide other administrative services. Any third party will be obliged to adhere to the security and confidentiality provisions set out in this policy.

All personal information provided to or collected by or on behalf of The Exchange and that is retained by The Exchange is kept in a secure environment. Only those employees who need to know the information for the purposes listed above are permitted access to the information or any summary thereof. Employees are instructed to keep the information confidential at all times.

Information about you that is retained by the Exchange and that you have identified as inaccurate or obsolete will be corrected or removed.

If you wish to consult your file or have any questions about this policy or our practices, please write the Chief Privacy Officer, Canadian Securities Exchange, 220 Bay Street – 9th Floor, Toronto, ON, M5J 2W4.