

## AVIDIAN GOLD INC.

### TERM SHEET

#### Private Placement Offering of Subscription Receipts

<b>ISSUER:</b>	Avidian Gold Inc. or an entity or entities established for the purpose of completing such offering of Subscription Receipts (the “ <b>Company</b> ”).
<b>OFFERING:</b>	Minimum of 8,400,000 subscription receipts (the “ <b>Subscription Receipts</b> ”) and up to a maximum of 11,000,000 Subscription Receipts (the “ <b>Offering</b> ”).
<b>AMOUNT:</b>	Minimum of \$4,200,000 and up to a maximum of \$5,500,000.
<b>PRICE:</b>	\$0.50 per Subscription Receipt (the “ <b>Issue Price</b> ”).
<b>TRANSACTION STRUCTURE:</b>	Private placement offering of Subscription Receipts on a best efforts agency basis in the Qualifying Jurisdictions (as defined below).
<b>OVER-ALLOTMENT:</b>	The Company grants the Agents (as defined below) an option, exercisable, in whole or in part by Haywood, on behalf of the Agents, giving notice to the Company at any time up to the Closing Date (as defined below) to sell up to an additional 15% of the Offering in Subscription Receipts at the Issue Price.
<b>SUBSCRIPTION RECEIPTS:</b>	<p>If not cancelled as provided for below and upon the satisfaction of the Escrow Release Conditions (as defined below), each Subscription Receipt shall be deemed to be exercised, without payment of any additional consideration and subject to adjustment, for one unit (a “<b>Unit</b>”) of the Company, which Unit will immediately be exchanged, pursuant to the Transaction (as defined below) without payment of any additional consideration and subject to adjustment, into one unit of the Resulting Issuer (as defined below) (a “<b>Resulting Issuer Unit</b>”).</p> <p>Each Resulting Issuer Unit will be comprised of one common share in the capital of the Resulting Issuer (a “<b>Resulting Issuer Share</b>”) and one-half of one common share purchase warrant of the Resulting Issuer (each whole common share purchase warrant, a “<b>Resulting Issuer Warrant</b>”). Each Warrant shall be exercisable to acquire one Resulting Issuer Share (a “<b>Resulting Issuer Warrant Share</b>”) at a price per Resulting Issuer Warrant Share of \$0.75 for a period of 24 months from the Closing Date.</p> <p>The expiry date of the Resulting Issuer Warrants may be accelerated by the Company at any time following the 4-month anniversary of the date on which the Resulting Issuer Shares are listed for trading on the Exchange and prior to the expiry date if the volume-weighted average price of the Resulting Issuer’s common shares is greater than \$1.00 for a period of 20 consecutive trading days, at which time the Company may accelerate the expiry date by issuing a press release announcing the reduced warrant term whereupon the Resulting Issuer Warrants will expire on the 20<sup>th</sup> calendar day after the date of such press release.</p>
<b>LIQUIDITY EVENT:</b>	The company intends to complete a reverse takeover transaction (the “ <b>Transaction</b> ”) with Marching Moose Capital Corp. (the “ <b>Listed Issuer</b> ”), which Transaction will be described in a filing statement (the “ <b>Filing Statement</b> ”) to be filed in connection with the Transaction with the TSX Venture Exchange (the “ <b>Exchange</b> ”) which will result in all of the common shares in the capital of the Company being exchanged for common shares of the Listed Issuer (referred to herein, on a post-Transaction basis, as the “ <b>Resulting Issuer</b> ”).

## ESCROW:

The gross proceeds of the Offering, less 50% of the Cash Fee (as defined below) and all of the expenses of the Agents incurred in connection with the Offering, will be delivered to and held by a licensed Canadian trust company or other escrow agent (the “**Escrow Agent**”) mutually acceptable to Haywood and the Company, each acting reasonably, and invested pursuant to the terms of a subscription receipt agreement, to be entered into by and between the Company, the Agents and the Escrow Agent on or prior to the Closing Date. The funds held in escrow by the Escrow Agent, together with all interest and other income earned thereon, are referred to herein as the “**Escrowed Funds**”). The Escrowed Funds will be released from escrow by the Escrow Agent to: (a) the Agents, as Haywood may direct, in an amount equal to the 50% of the Cash Fee, together with any *pro rata* interest earned thereon, and any expenses incurred by the Agents and not already paid by the Company; and (b) the Company, as the Company may direct, in an amount equal to the Escrowed Funds, less the foregoing deductions, upon satisfaction of the following conditions on or before 5:00 p.m. (Toronto time) on the date which is 90 days from the Closing Date (the “**Escrow Deadline**”):

- (a) the completion or satisfaction of all conditions precedent to the Transaction, including, *inter alia*, the filing and acceptance by the Exchange of the Filing Statement, to the satisfaction of the Agents;
- (b) the receipt of all required court, shareholder and regulatory approvals, as applicable, for the Transaction and the Offering to the satisfaction of the Agents;
- (c) receipt of the conditional approval by the Exchange for the listing of the Resulting Issuer Shares and Resulting Issuer Warrant Shares, including any such Resulting Issuer Shares and Resulting Issuer Warrant Shares comprising part of and issuable pursuant to the Units and the Compensation Options (has hereinafter defined);
- (d) the Company shall have not committed any breach of the engagement agreement entered into between the Company and the Agents (the “**Engagement Agreement**”) or the Agency Agreement (as defined below) that has not been cured within 5 days of the Company’s receipt of written notice from the Agents specifying in reasonable detail the nature of such breach;
- (e) the Agency Agreement shall not have been terminated by the Agents or the Company; and
- (f) the Company and the Agents having delivered a joint notice to the Escrow Agent confirming that the conditions set forth in (a) through (e) above have been met or waived

(collectively, the “**Escrow Release Conditions**”).

If the Escrow Release Conditions have not been satisfied on or prior to the Escrow Deadline, the Escrowed Funds, together with any interest accrued thereon, shall be returned to the holders of the Subscription Receipts on a *pro rata* basis and the Subscription Receipts shall thereafter be cancelled. The Company agrees that it shall be responsible and liable to the holders of the Subscription Receipts for any shortfall between the aggregate Issue Price paid by the original purchasers of the Subscription Receipts and the amount of the Escrowed Funds.

## QUALIFYING AND SELLING

The Subscription Receipts will be eligible for sale in each of the Provinces of Canada and/or in jurisdictions other than Canada that are mutually agreed to

- JURISDICTIONS:** by the Company and the Agents and may be offered for sale in the United States to Qualified Institutional Buyers (as defined in Rule 144A under the United States Securities Act of 1933, as amended (the “**1933 Act**”) and to Institutional Accredited Investors (as defined in Rule 501(a)(1), (2), (3) or (7) of Regulation D under the 1933 Act) by way of private placement pursuant to an exemption from the registration requirements of the 1933 Act (collectively, the “**Qualifying Jurisdictions**”).
- USE OF PROCEEDS:** The net proceeds of the Subscription Receipts will be used to carry out the proposed work program on the Golden Zone property, exploration programs to keep all of the properties in good standing, and for general working capital purposes of the Resulting Issuer.
- EXCHANGE LISTING:** Upon the occurrence of the Release Event, all of the common shares in the capital of the Company shall be exchanged for Resulting Issuer Shares, such shares will be listed and posted for trading on the Exchange.
- The listing on the Exchange of the Resulting Issuer Shares and Resulting Issuer Warrant Shares, including any such securities issuable pursuant to the Resulting Issuer Compensation Options (as defined below), shall be conditionally approved prior to the Escrow Deadline.
- QUALIFICATION:** The Subscription Receipts will be private company securities and subject to an indefinite hold period set out in National Instrument 45-102 –*Resale of Securities*.
- The Resulting Issuer Shares, the Resulting Issuer Warrant Shares and the Resulting Issuer Compensation Options (as defined below) issuable upon satisfaction of the Escrow Release Conditions shall not be subject to any statutory Canadian hold periods upon the issuance of such securities.
- AGENTS:** Haywood Securities Inc. (“**Haywood**”), on behalf of a syndicate of agents (collectively, the “**Agents**”).
- CLOSING:** On or about April 28, 2017 or such other date as agreed between the Company and the Agents (the “**Closing Date**”), each acting reasonably.
- AGENCY AGREEMENT:** Following the full execution of the Engagement Letter, the parties shall enter into a definitive agency agreement (the “**Agency Agreement**”) to be negotiated *bona fide* and in good faith and entered into between the Company, the Listed Issuer and the Agents prior to the Closing Date.
- U.S. NOTICE:** The securities offered hereby have not and will not be registered under the 1933 Act and may not be offered or sold in the United States or to U.S. persons (as defined in Regulation S under the 1933 Act) unless the securities have been registered under the 1933 Act, or are otherwise exempt from such registration.

**THE ISSUER IS A PRIVATE COMPANY AND IS NOT A REPORTING ISSUER IN ANY JURISDICTION. ACCORDINGLY THERE IS NO MARKET FOR THE SECURITIES OF THE ISSUER NOR ANY ASSURANCE THAT ONE WILL DEVELOP. AS A PRIVATE COMPANY THE ISSUER IS NOT SUBJECT TO THE SAME REPORTING OR CORPORATE GOVERNANCE OBLIGATIONS AS THOSE THAT EXIST FOR REPORTING ISSUERS. INVESTORS SHOULD CONSIDER THESE AND OTHER RISKS INHERENT IN PRIVATE ISSUERS.**