

1911 Gold Corp. Announces US\$30 Million Credit Facility with Auramet International

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[1911 Gold Corp.](#) ("1911 Gold" or the "Company") (TSXV: AUMB) (OTCQX: AUMBF) (FRA: 2KY) is pleased to announce that the Company has entered into a loan agreement (the "Loan Agreement") with Auramet International, Inc. ("Auramet"), providing for a US\$30 million secured credit facility (the "Credit Facility"). It is anticipated that the proceeds from the Credit Facility will be used to advance critical operational milestones at the True North Gold Project, specifically providing the capital required to purchase essential mining equipment, underground development at the True North mine, and the installation of the new crushing circuit at the mill.

Shaun Heinrichs, President and Chief Executive Officer of the Company, stated "We are very pleased to secure this credit facility with Auramet, a group that has a long and successful history with the True North Gold Project and a deep understanding of its potential. This US\$30 million facility provides the necessary funding to advance the restart plan outlined in our recently released PEA, which showcased a high-return, low-capital-intensity path back to production. By securing this financing, we remain well-capitalized to achieve our key operational milestones at Rice Lake as we position 1911 Gold for a restart in 2027."

Pursuant to the Loan Agreement, US\$15 million of the Credit Facility (the "Tranche 1 Amount") will be made available on the Closing Date (as defined below) and, subject to the satisfaction of certain conditions precedent, the remaining US\$15 million of the Credit Facility (the "Tranche 2 Amount") will be made available during the period commencing on the date that is 90 days following the Closing Date and ending on the date that is 180 days following the Closing Date. The outstanding principal amount under the Credit Facility will accrue interest at a rate of 12% per annum calculated and payable monthly in arrears on the last business day of each calendar month; provided, however, that no interest shall accrue on the Tranche 1 Amount for a period of six months following the Closing Date. The Tranche 1 Amount shall be amortized and repaid to Auramet in 12 equal monthly instalments of US\$1.25 million commencing on the date that is 13 months following the Closing Date and ending on the date that is 24 months following the Closing Date (the "Maturity Date"). The Tranche 2 Amount shall be repaid to Auramet on the Maturity Date.

The obligations under the Loan Agreement and the Offtake Agreement (as defined below) are secured by a first-ranking security interest on all personal property of the Company and a continuing collateral mortgage against the Company's True North Gold Project and Rice Lake exploration properties. The Loan Agreement includes terms and conditions customary for a transaction of this nature, including certain specified positive and negative covenants and mandatory prepayment terms.

The closing of the advance of the Tranche 1 Amount is anticipated to occur prior to the end of February (the "Closing Date") and is subject to customary conditions, including the acceptance of the TSX Venture Exchange (the "TSXV").

In consideration for the arrangement of the Credit Facility, on the Closing Date, the Company will pay Auramet an arrangement fee of US\$1,050,000, representing 3.5% of the aggregate principal amount of the Credit Facility, which fee is payable, at the option of the Company, in cash or by the issuance of 1,369,600 common shares in the capital of the Company ("Common Shares") at a deemed price of C\$1.05 per Common Share.

In consideration for the lending of the Tranche 1 Amount, on the Closing Date, the Company will pay Auramet a drawdown fee of US\$375,000, representing 2.5% of the Tranche 1 Amount, which fee is payable, at the option of the Company, in cash or by the issuance of 489,142 Common Shares at a deemed price of C\$1.05 per Common Share, and will issue to Auramet 4,500,000 common share purchase warrants of the Company (the "Tranche 1 Warrants"), with each Tranche 1 Warrant exercisable to purchase one Common Share at an exercise price equal to C\$1.07 per Common Share, representing a 10% premium to the 5-day volume-weighted average price of the Common Shares on the TSXV for the five consecutive trading days ending on (and including) the date of the Loan Agreement, with such Tranche 1 Warrants expiring on the

Maturity Date, subject to acceleration.

In consideration for the lending of the Tranche 2 Amount, on the date of drawdown of the Tranche 2 Amount, the Company will pay Auramet a further drawdown fee of US\$375,000, representing 2.5% of the Tranche 2 Amount, which fee is payable, at the option of the Company, in either cash or in Common Shares by issuing such number of Common Shares equal to the quotient obtained by dividing (i) the amount of the drawdown fee converted to Canadian dollars based on the Bank of Canada daily exchange rate on the business day prior to the date of drawdown of the Tranche 2 Amount, by (ii) the greater of (A) the closing price of the Common Shares on the TSXV on the trading day immediately prior to the date of drawdown of the Tranche 2 Amount, and (B) the lowest price permitted by the TSXV, and will issue to Auramet an additional 4,500,000 common share purchase warrants of the Company (the "Tranche 2 Warrants" and, together with the Tranche 1 Warrants, the "Warrants"), with each Tranche 2 Warrant exercisable to purchase one Common Share at an exercise price equal to the greater of (i) a 10% premium to the 5-day volume-weighted average price of the Common Shares on the TSXV for the five consecutive trading days ending on (and including) the trading day immediately prior to the date of drawdown of the Tranche 2 Amount, and (ii) the lowest price permitted by the TSXV.

The Common Shares and the Warrants issuable pursuant to the Loan Agreement and the Common Shares underlying the Warrants will be subject to a four-month statutory hold period under applicable Canadian securities laws.

The Common Shares and the Warrants issuable pursuant to the Loan Agreement and the Common Shares underlying the Warrants have not been, and will not be, registered under the United States Securities Act of 1933, as amended (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 account or benefit of, U.S. persons absent registration under the U.S. Securities Act and all applicable state securities laws or compliance with the requirements of an applicable exemption therefrom. This news release shall not constitute an offer to sell or the solicitation of an offer to buy in the United States, nor shall there be any sale of the securities in any state in which such offer, solicitation or sale would be unlawful.

In connection with the Credit Facility, the Company also entered into an offtake agreement (the "Offtake Agreement") with Auramet, pursuant to which the Company will sell to Auramet 100% of gold produced from its True North Gold Project and its Rice Lake exploration properties until the date that is the later of (i) the date which is 36 months following the Closing Date, and (ii) the date on which full repayment of the Credit Facility has been made.

About Auramet

Auramet is a private company established in 2004 by seasoned professionals who have assembled a global team of industry specialists with over 400 years combined industry experience. It is one of the largest physical precious metals merchants in the world and has provided over \$1.5 billion in term financing facilities to date. Auramet offers a full range of services including physical metals trading, metals merchant banking (including direct lending), and project finance advisory services to all participants in the precious metals supply chain.

About 1911 Gold Corporation

1911 Gold is an advanced gold explorer and developer focused on its 100%-owned True North Gold Project in the Archean Rice Lake Greenstone Belt in Manitoba, Canada. The Company controls a large, highly prospective ~62,000-hectare land package with numerous past-producing gold operations within trucking distance of the fully built and permitted True North mine and mill complex. 1911 Gold is positioning itself to restart operations in 2027 and offers a unique, near-term production story with significant exploration upside. The strategy is to build a district-scale gold mining operation around a centralized, and readily expandable infrastructure to support a socially and environmentally responsible, long-term mining operation with little development risk and a growing mineral resource base.

1911 Gold's True North complex and the exploration land package are located within and among the First Nation communities of the Hollow Water First Nation and the Black River First Nation. 1911 Gold looks forward to maintaining open, cooperative, and respectful communications with all of our local communities

and stakeholders to foster mutually beneficial working relationships.

ON BEHALF OF THE BOARD OF DIRECTORS

Shaun Heinrichs
President and CEO

CAUTIONARY STATEMENT REGARDING FORWARD-LOOKING INFORMATION

This news release contains forward-looking information or forward-looking statements within the meaning of applicable securities laws (collectively, "forward-looking statements"). Often, but not always, forward-looking statements can be identified by the use of words and phrases such as "plans", "expects" or "does not expect", "is expected", "budget", "scheduled", "estimates", "forecasts", "intends", "anticipates" or "does not anticipate", or "believes", or that describe a "goal", or variations of such words and phrases, or statements that certain actions, events or results "may", "could", "would", "might" or "will" be taken, occur or be achieved.

All statements that address expectations or projections about the future, including, but not limited to, statements about the structure and terms of the Credit Facility, the Loan Agreement and the Offtake Agreement, the use of proceeds of the Credit Facility, the timing and ability of the Company to close the advance of the Tranche 1 Amount on the terms announced or at all, the timing and ability of the Company to satisfy the conditions precedent in respect of the Credit Facility, including the receipt of necessary regulatory approvals, and the Company's objectives, goals and future plans and strategies, are forward-looking statements.

All forward-looking statements reflect the Company's beliefs and assumptions based on information available at the time the statements were made. Actual results or events may differ from those predicted in these forward-looking statements. All of the Company's forward-looking statements are qualified by the assumptions that are stated or inherent in such forward-looking statements, including the assumptions listed below. Although the Company believes that these assumptions are reasonable, this list is not exhaustive of factors that may affect any of the forward-looking statements.

Forward-looking statements involve known and unknown risks, future events, conditions, uncertainties and other factors which may cause the actual results, performance or achievements to be materially different from any future results, predictions, projections, forecasts, performance or achievements expressed or implied by the forward-looking statements, including, but not limited to, the Company's inability to close the Credit Facility, including the advance of the Tranche 1 Amount, on the terms described in this news release or on other terms acceptable to the Company, the Company's inability to satisfy the conditions precedent in respect of the Credit Facility, the Company's inability to receive necessary regulatory approvals in respect of the Credit Facility, and the Company's inability to repay the Credit Facility or comply with the covenants set out in the Loan Agreement.

Although 1911 Gold has attempted to identify important factors that could cause actual actions, events or results to differ materially from those described in forward-looking statements, there may be other factors that cause actions, events or results not to be as anticipated, estimated or intended. There can be no assurance that forward-looking statements will prove to be accurate, as actual results and future events could differ materially from those anticipated in such statements. Accordingly, readers should not place undue reliance on forward-looking statements.

All forward-looking statements contained in this news release are given as of the date hereof. The Company disclaims any intention or obligation to update or revise any forward-looking statements whether as a result of new information, future events or otherwise, except in accordance with applicable securities laws.

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SOURCE 1911 Gold Corporation

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