

Form 62-103F1

*Required Disclosure under the Early Warning Requirements*

**Item 1 – Security and Reporting Issuer**

- 1.1 *State the designation of securities to which this report relates and the name and address of the head office of the issuer of the securities.*

This report relates to an acquisition of common shares in Emgold Mining Corporation (the “**Issuer**”) (the “**Common Shares**”) (the “**Transaction**”). The Issuer’s office address is located at Suite 202 – 905 West Broadway Street, Vancouver, British Columbia V5Z 4M3.

- 1.2 *State the name of the market in which the transaction or other occurrence that triggered the requirement to file this report took place.*

TSX Venture Exchange

**Item 2 – Identity of the Acquiror**

- 2.1 *State the name and address of the acquiror.*

Nevada Sunrise Gold Corporation (“**Nevada Sunrise**”)  
Suite 408 – 1199 West Pender Street  
Vancouver, BC V6E 2R1

Nevada Sunrise is incorporated in British Columbia. Its principal business is a minerals exploration company.

- 2.2 *State the date of the transaction or other occurrence that triggered the requirement to file this report and briefly describe the transaction or other occurrence.*

The common shares were acquired on October 9, 2018, pursuant to a purchase and option agreement dated September 26, 2018 (the “**Option Agreement**”). Under the terms of the Option Agreement, Nevada Sunrise granted to the Issuer the option to earn up to a 100% interest in Nevada Sunrise’s Golden Arrow property, located in the State of Nevada, subject to certain royalties and encumbrances, in exchange for the Issuer making cash payments totaling \$100,000 and the issuance of five million (5,000,000) common shares of the Issuer to Nevada Sunrise.

- 2.3 *State the names of any joint actors.*

Not applicable.

### Item 3 – Interest in Securities of the Reporting Issuer

- 3.1 *State the designation and number or principal amount of securities acquired or disposed of that triggered the requirement to file this report and the change in the acquiror's securityholding percentage in the class of securities.*

Nevada Sunrise acquired 5,000,000 common shares of the Issuer, representing an approximately 19.2% ownership interest in the Issuer. Prior to the Transaction, Nevada Sunrise did not have ownership of any securities of the Issuer

- 3.2 *State whether the acquiror acquired or disposed ownership of, or acquired or ceased to have control over, the securities that triggered the requirement to file this report.*

Nevada Sunrise acquired ownership and control of 5,000,000 common shares of the Issuer.

- 3.3 *If the transaction involved a securities lending arrangement, state that fact.*

Not applicable.

- 3.4 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities, immediately before and after the transaction or other occurrence that triggered the requirement to file this report.*

Nevada Sunrise acquired 5,000,000 common shares of the Issuer pursuant to the Option Agreement. This represents approximately 19.2% of the issued and outstanding shares as at the date of acquisition. Prior to the Transaction, Nevada Sunrise did not have ownership of any securities of the Issuer.

- 3.5 *State the designation and number or principal amount of securities and the acquiror's securityholding percentage in the class of securities referred to in Item 3.4 over which*

- (a) *the acquiror, either alone or together with any joint actors, has ownership and control,*
- (b) *the acquiror, either alone or together with any joint actors, has ownership but control is held by persons or companies other than the acquiror or any joint actor, and*
- (c) *the acquiror, either alone or together with any joint actors, has exclusive or shared control but does not have ownership.*

All securities referred to in paragraph 3.4, above, are owned and controlled by Nevada Sunrise.

- 3.6 *If the acquiror or any of its joint actors has an interest in, or right or obligation associated with, a related financial instrument involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the related financial instrument and its impact on the acquiror's securityholdings.*

Not applicable.

- 3.7 *If the acquiror or any of its joint actors is a party to a securities lending arrangement involving a security of the class of securities in respect of which disclosure is required under this item, describe the material terms of the arrangement including the duration of the arrangement, the number or principal amount of securities involved and any right to recall the securities or identical securities that have been transferred or lent under the arrangement.*

Not applicable.

*State if the securities lending arrangement is subject to the exception provided in section 5.7 of NI 62-104.*

Not applicable.

- 3.8 *If the acquiror or any of its joint actors is a party to an agreement, arrangement or understanding that has the effect of altering, directly or indirectly, the acquiror's economic exposure to the security of the class of securities to which this report relates, describe the material terms of the agreement, arrangement or understanding.*

Not applicable.

#### **Item 4 - Consideration Paid**

- 4.1 *State the value, in Canadian dollars, of any consideration paid or received per security and in total.*

The common shares were acquired pursuant to the Option Agreement. The closing price of the common shares of the Issuer on the date of acquisition was \$0.12 per common share, giving a value of \$600,000 to the common shares acquired by Nevada Sunrise on the acquisition date.

- 4.2 *In the case of a transaction or other occurrence that did not take place on a stock exchange or other market that represents a published market for the securities, including an issuance from treasury, disclose the nature and value, in Canadian dollars, of the consideration paid or received by the acquiror.*

See paragraph 4.1, above.

4.3 *If the securities were acquired or disposed of other than by purchase or sale, describe the method of acquisition or disposition.*

The common shares were acquired pursuant to the Option Agreement between the Issuer and Nevada Sunrise.

**Item 5 – Purpose of the Transaction**

*State the purpose or purposes of the acquiror and any joint actors for the acquisition or disposition of securities of the reporting issuer. Describe any plans or future intentions which the acquiror and any joint actors may have which relate to or would result in any of the following: (a) the acquisition of additional securities of the reporting issuer, or the disposition of securities of the reporting issuer; (b) a corporate transaction, such as a merger, reorganization or liquidation, involving the reporting issuer or any of its subsidiaries; (c) a sale or transfer of a material amount of the assets of the reporting issuer or any of its subsidiaries; (d) a change in the board of directors or management of the reporting issuer, including any plans or intentions to change the number or term of directors or to fill any existing vacancy on the board; (e) a material change in the present capitalization or dividend policy of the reporting issuer; (f) a material change in the reporting issuer's business or corporate structure; (g) a change in the reporting issuer's charter, bylaws or similar instruments or another action which might impede the acquisition of control of the reporting issuer by any person or company; (h) a class of securities of the reporting issuer being delisted from, or ceasing to be authorized to be quoted on, a marketplace; (i) the issuer ceasing to be a reporting issuer in any jurisdiction of Canada; (j) a solicitation of proxies from securityholders; and (k) an action similar to any of those enumerated above.*

The common shares were acquired as consideration for the sale of a mineral property by Nevada Sunrise to the Issuer. The common shares acquired will be held for investment purposes. Nevada Sunrise may, depending on market and other conditions, dispose of its beneficial ownership of the Issuer's securities, whether in the open market, by privately negotiated agreements or otherwise, subject to a number of factors, including general market conditions and other available investment and business opportunities.

**Item 6 – Agreements, Arrangements, Commitments or Understandings With Respect to Securities of the Reporting Issuer**

*Describe the material terms of any agreements, arrangements, commitments or understandings between the acquiror and a joint actor and among those persons and any person with respect to securities of the class of securities to which this report relates, including but not limited to the transfer or the voting of any of the securities, finder's fees, joint ventures, loan or option arrangements, guarantees of profits, division of profits or loss, or the giving or withholding of proxies. Include such information for any of the securities that are pledged or otherwise subject to a contingency, the occurrence of which would give another person voting power or*

*investment power over such securities, except that disclosure of standard default and similar provisions contained in loan agreements need not be included.*

Pursuant to the Option Agreement, Nevada Sunrise will be restricted to selling not more than one hundred and fifty thousand (150,000) common shares of the Issuer in any calendar month and not more than four hundred and fifty thousand (450,000) common shares of the issuer in any calendar quarter, without prior written consent of the Issuer to that effect, such consent not to be unreasonably withheld.

For a period commencing on the effective date of the Option Agreement and expiring on the earlier of (i) two years after exercise of the option and (ii) the termination of the option, Nevada Sunrise will give the Issuer forty-eight (48) hours' notice prior to selling any common shares of the Issuer issued pursuant to the Option Agreement, giving the Issuer the opportunity to purchase the Issuer's common shares or find a buyer for said common shares of the Issuer.

#### **Item 7 - Change in Material Fact**

*If applicable, describe any change in a material fact set out in a previous report filed by the acquiror under the early warning requirements or Part 4 in respect of the reporting issuer's securities.*

Not applicable.

#### **Item 8 - Exemption**

*If the acquiror relies on an exemption from requirements in securities legislation applicable to formal bids for the transaction, state the exemption being relied on and describe the facts supporting that reliance.*

Not applicable.

#### **Item 9 - Certification**

The acquiror must certify that the information in this report is true and complete in every respect. In the case of an agent, the certification is based on the agent's best knowledge, information and belief but the acquiror is still responsible for ensuring that the information filed by the agent is true and complete.

This report must be signed by each person on whose behalf the report is filed or his or her authorized representative.

It is an offence to submit information that, in a material respect and at the time and in the light of the circumstances in which it is submitted, is misleading or untrue.

**Certificate**

The certificate must state the following:

I, as the acquiror, certify, or I, as the agent filing this report on behalf of an acquiror, certify to the best of my knowledge, information and belief, that the statements made in this report are true and complete in every respect.

Dated this 29<sup>th</sup> day of January, 2019.

*"Warren Stanyer"*

Signature

Warren Stanyer

Name

Director, President and CEO

Title