

AMALGAMATION AGREEMENT

among

READY SET GOLD CORP.

and

OMNI COMMERCE CORP.

and

1258952 B.C. LTD.

August 12, 2020

TABLE OF CONTENTS

Article 1 DEFINITIONS AND INTERPRETATION	2
Section 1.1 Definitions	2
Section 1.2 Certain Rules of Interpretation	6
Section 1.3 Governing Law	7
Section 1.4 Entire Agreement.....	7
Section 1.5 Knowledge	7
Article 2 THE TRANSACTION.....	7
Section 2.1 Amalgamation	7
Section 2.2 Effect of Amalgamation	8
Section 2.3 Name.....	8
Section 2.4 Registered Office.....	8
Section 2.5 Authorized Capital and Restriction on Share Transfers	8
Section 2.6 Fiscal Year	8
Section 2.7 Business	8
Section 2.8 Initial Directors.....	8
Section 2.9 Completion of the Amalgamation.....	9
Section 2.10 Exchange of Subco Shares and Omni Shares	9
Section 2.11 Omni Guarantee.....	9
Article 3 REPRESENTATIONS AND WARRANTIES.....	10
Section 3.1 Representations and Warranties of Omni and Subco.....	10
Section 3.2 Representations and Warranties of RSG.....	13
Article 4 ACKNOWLEDGEMENTS.....	18
Section 4.1 Acknowledgements.....	18
Article 5 COVENANTS	18
Section 5.1 Mutual Covenants.....	18
Section 5.2 Access to Information and Confidentiality.....	20
Article 6 CLOSING CONDITIONS	20
Section 6.1 Mutual Conditions.....	20
Section 6.2 Omni Conditions	21
Section 6.3 RSG Conditions.....	22

Section 6.4	Consents-Merger	24
Article 7	SURVIVAL	24
Section 7.1	Survival	24
Article 8	CLOSING	24
Article 9	TERM AND TERMINATION	25
Section 9.1	Term	25
Section 9.2	Termination.....	25
Article 10	GENERAL	25
Section 10.1	Time of Essence.....	25
Section 10.2	Notices	25
Section 10.3	Further Assurances	27
Section 10.4	No Broker	27
Section 10.5	Public Notice	27
Section 10.6	Independent Legal Advice.....	27
Section 10.7	Amendment and Waiver	27
Section 10.8	Assignment and Enurement.....	28
Section 10.9	Severability.....	28
Section 10.10	Counterparts.....	28
Section 10.11	Facsimile Signatures	28

AMALGAMATION AGREEMENT

THIS AGREEMENT is dated the ____ day of _____, 2020.

AMONG:

OMNI COMMERCE CORP., a corporation existing under the *Business Corporations Act* (British Columbia),

("Omni")

AND:

READY SET GOLD CORP., a corporation existing under the *Business Corporations Act* (British Columbia),

("RSG")

AND:

1258952 B.C. LTD., a corporation existing under the *Business Corporations Act* (British Columbia),

("Subco")

WHEREAS:

- A. Subco is a newly incorporated, wholly-owned subsidiary of Omni;
- B. It is intended that RSG and Subco will amalgamate under the provisions of the BCBCA (the "**Amalgamation**") and the terms and conditions of this Agreement to form one corporation, which will continue under the name "Ready Set Gold Ontario Ltd." ("**Amalco**"); and
- C. Upon the Amalgamation Effective Date, among other things, the outstanding common shares of RSG will be exchanged for common shares of Omni in accordance with the provisions of this Agreement.

NOW THEREFORE in consideration of the mutual covenants and agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the Parties, the Parties covenant and agree as follows:

ARTICLE 1 **DEFINITIONS AND INTERPRETATION**

Section 1.1 Definitions

In this Agreement, the following words and terms have the meanings ascribed to them below:

"1933 Act" means the United States *Securities Act of 1933*, as amended from time to time;

"Agreement" means this agreement, including all Schedules, as it may be supplemented or amended by written agreement among the Parties;

"Amalco" has the meaning set forth in the recitals above;

"Amalco Shares" means the common shares in the capital of Amalco;

"Amalgamation" has the meaning set forth in the recitals above;

"Amalgamation Application" means the amalgamation application that will be filed with the Registrar under subsection 275(1)(a) of the BCBCA in order to give effect to the Amalgamation;

"Amalgamation Effective Date" means the effective date of the Amalgamation as set forth in the Certificate of Amalgamation issued to Amalco;

"Applicable Canadian Securities Laws" means, collectively, and as the context may require, the applicable securities legislation of each of the provinces and territories of Canada, and the rules, regulations, instruments, orders and policies published and/or promulgated thereunder, as such may be amended from time to time prior to the Amalgamation Effective Date;

"Applicable Laws" in the context that refers to one or more Persons, means any domestic or foreign, federal, state, provincial or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority, and any terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, that is binding upon or applicable to such Person or Persons or its or their business, undertaking, property or securities and emanate from a Person having jurisdiction over the Person or persons or its or their business, undertaking, property or securities;

"BCBCA" means the *Business Corporations Act* (British Columbia) and the regulations promulgated thereunder, as amended from time to time;

"Business Day" means any day excluding a Saturday, Sunday or statutory holiday in the Province of British Columbia;

"Certificate of Amalgamation" means the certificate of amalgamation to be issued by the Registrar in respect of the Amalgamation in accordance with Subsection 281 of the BCBCA;

"Claim" means any claim, demand, action, cause of action, suit, arbitration, investigation, proceeding, complaint, grievance, charge, prosecution, assessment or reassessment, including any appeal or application for review;

"Closing" means the closing of the Transaction;

"Closing Date" means the date of Closing, which is the day that is five (5) Business Days following the Amalgamation Effective Date, or such other date as the parties may agree;

“Concurrent Financing” means RSG’s non-brokered private placement of a minimum of 2,500,000 units (any combination of Units and FT Units) for aggregate gross proceeds of at least \$1,500,000;

“Constating Documents” means as to each of the Parties, its certificate of incorporation, notice of articles and articles as in effect as of the date of this Agreement;

“Consolidation” means the consolidation of the issued and outstanding Omni Shares on the basis of one post-consolidation Omni Share for every five pre-consolidation Omni Shares;

“Contract” means any agreement, understanding, undertaking, commitment, license or lease, whether written or oral;

“Corporate Records” means books, ledgers, files, lists, reports, plans, logs, deeds, surveys, correspondence, operating records, Tax Returns and other data and information, including all data and information stored on computer-related or other electronic media, maintained with respect to RSG, Omni and Subco;

“Encumbrance” means any security interest, mortgage, charge, pledge, hypothec, lien, encumbrance, restriction, option, adverse claim, right of others or other encumbrance of any kind;

“Exchange Ratio” has the meaning ascribed to the term at Section 2.10(a);

“FT Unit” means a flow-through unit of RSG sold at a price of \$0.75 per FT Unit pursuant to the Concurrent Financing, with each FT Unit consisting of one flow-through RSG Share and RSG Warrant.

“Governmental Authority” means any federal, provincial, state, local, municipal, regional, territorial, aboriginal, or other government, governmental or public department, branch, ministry, or court, domestic or foreign, including any district, agency, commission, board, arbitration panel or authority exercising or entitled to exercise any administrative, executive, judicial, ministerial, prerogative, legislative, regulatory or taxing authority or power of any nature as well as any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of them, and any subdivision of any of them;

“IFRS” means International Financial Reporting Standards;

“Law” or **“Laws”** means all laws, statutes, codes, ordinances, decrees, rules, regulations, by-laws, statutory rules, principles of law, published policies and guidelines, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, including general principles of common and civil law, and the terms and conditions of any grant of approval, permission, authority or license of any Governmental Authority, and the term “applicable” with respect to Laws and in a context that refers to one or more Persons, means that the Laws apply to the Person or Persons, or its or their business, undertaking, property or securities, and emanate from a Governmental Authority having jurisdiction over the Person or Persons or its or their business, undertaking, property or securities;

“Material Adverse Change” or **“Material Adverse Effect”** means with respect to a Person, any matter or action that has an effect or change that is, or would reasonably be expected to be, material and adverse to the business, results of operations, assets, capitalization, financial condition, rights, liabilities or prospects, contractual or otherwise, of such Person and its subsidiaries, if applicable, taken as a whole,

other than any matter, action, effect or change relating to or resulting from: (i) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement; (ii) any action or inaction taken by such Person to which the other Person had consented in writing; (iii) the announcement of the transactions contemplated by the Amalgamation or this Agreement; or (iv) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide;

“Material Change” and **“Material Fact”** has the meanings ascribed thereto under Applicable Canadian Securities Laws;

“Material Contract” means a Contract considered a material contract under applicable securities laws and regulations;

“Notice” means any notice, demand, request, consent, approval or other communication which is required or permitted by this Agreement to be given or made by a Party;

“Omni Options” means the aggregate of 3,842,500 options, with each option entitling the holder to purchase one pre-Consolidation Omni Share as follows: 17,500 options at an exercise price of \$2.00 until September 21, 2020, 37,500 options at an exercise price of \$0.90 until June 10, 2021, 17,500 options at an exercise price of \$0.90 until October 17, 2021, 20,000 options at an exercise price of \$0.85 until December 6, 2021 and 3,750,000 options at an exercise price of \$0.19 until October 28, 2021;

“Omni” has the meaning set forth in the recitals above;

“Omni Financial Statements” means the financial statements prepared in accordance with IFRS for the fiscal year ended April 30, 2019 and the interim period ended January 31, 2020;

“Omni Shares” means the common shares in the capital of Omni;

“Parties” means Omni, RSG and Subco;

“Party” means each of Omni, RSG and Subco;

“Person” means an individual, body corporate, sole proprietorship, partnership, trust, unincorporated association, unincorporated syndicate, unincorporated organization, or another entity, and a natural person acting in his or her individual capacity or in his or her capacity as executor, trustee, administrator or legal representative, and any Governmental Authority;

“Properties” means the mineral properties located as further described in Schedule “A” hereto and all exploration, exploitation and mining claims, licenses, permits, leases, easements, rights-of-way, certificates and other mining interests and approvals obtained by any person before or after the date of this Agreement in respect of a Property and in which RSG holds an interest and which are necessary or desirable for the exploration and development of the Properties, and all geological, geophysical, geochemical and engineering reports, charts, maps and other data and documentation relating to the Properties and owned or controlled by RSG (in electronic format as well as paper format where available), including prior exploration and development results, proposed work programs and budgets, pre-feasibility or feasibility studies and reports, valuations, reserve estimates and the like);

“Registrar” means the registrar appointed under section 400 of the BCBCA;

“Regulation S” means Regulation S adopted by the SEC under the 1933 Act;

“RSG” has the meaning set forth in the recitals above;

“RSG Shares” means common shares in the capital of RSG;

“RSG Warrant” means one common share purchase warrant of RSG, and each RSG Warrant will entitle the holder to purchase one additional RSG Share at a price of \$1.00 per RSG Share for a period of 24 months from the RSG Warrant’s issue date.

“Securities Act” means the British Columbia Securities Act;

“Subco” has the meaning set forth in the recitals above;

“Subco Shares” means common shares in the capital of Subco;

“Tax” means all taxes, duties, fees, premiums, assessments, imposts, levies, rates, withholdings, dues, government contributions and other charges of any kind whatsoever, whether direct or indirect, together with all interest, penalties, fines, additions to tax or other additional amounts, imposed by any Governmental Authority;

“Tax Act” mean the *Income Tax Act* (Canada), and the regulations promulgated thereunder, as amended from time to time;

“Tax Law” means any Law that imposes Taxes or that deals with the administration or enforcement of liabilities for Taxes;

“Tax Return” means any return, report, declaration, designation, election, undertaking, waiver, notice, filing, information return, statement, form, certificate or any other document or materials relating to Taxes, including any related or supporting information with respect to any of the foregoing, filed or to be filed with any Governmental Authority in connection with the determination, assessment, collection or administration of Taxes; and

“Transaction” means the proposed transaction to combine the businesses operations and assets of Omni and RSG.

“Unit” means a unit of RSG sold at a price of \$0.60 per Unit pursuant to the Concurrent Financing, with each Unit consisting of one RSG Share and one RSG Warrant.

Section 1.2 Certain Rules of Interpretation

- (a) In this Agreement, words signifying the singular number include the plural and vice versa, and words signifying gender include all genders. Every use of the word “including” in this Agreement is to be construed as meaning “including, without limitation”.
- (b) The division of this Agreement into Articles and Sections, the insertion of headings and the provision of a table of contents are for convenience of reference only and do not affect the construction or interpretation of this Agreement.

- (c) References in this Agreement to an Article, Section, or Schedule are to be construed as references to an Article, Section, or Schedule of or to this Agreement.
- (d) Unless otherwise specified in this Agreement, time periods within which or following which any payment is to be made or act is to be done will be calculated by excluding the day on which the period begins and including the day on which the period ends. If the last day of a time period is not a Business Day, the time period will end on the next Business Day.
- (e) Unless otherwise specified, any reference in this Agreement to any statute includes all regulations made under or in connection with that statute from time to time, and is to be construed as a reference to that statute as amended, supplemented or replaced from time to time.

Section 1.3 Governing Law

This Agreement is governed by, and is to be construed and interpreted exclusively in accordance with, the laws of the Province of British Columbia and the laws of Canada applicable therein. The Parties hereto irrevocably attorn to the exclusive jurisdiction of the courts of British Columbia to resolve any disputes arising hereunder.

Section 1.4 Entire Agreement

This Agreement, together with the agreements and other documents to be delivered pursuant to this Agreement, constitutes the entire agreement among the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of the Parties, and there are no representations, warranties or other agreements among the Parties in connection with the subject matter of this Agreement except as specifically set out in this Agreement or the other agreements and documents delivered pursuant to this Agreement. No Party has been induced to enter into this Agreement in reliance on, and there will be no liability assessed, either in tort or contract, with respect to, any warranty, representation, opinion, advice or assertion of fact, except to the extent it has been reduced to writing and included as a term in this Agreement or in one of the other agreements and documents delivered pursuant to this Agreement.

Section 1.5 Knowledge

Where the phrase “to the knowledge of Omni” or “to the knowledge of RSG” is used, such phrase will mean, in respect of each representation and warranty or other statement which is qualified by such phrase, that such representation and warranty or other statement is being made based upon, in the case of Omni, the collective knowledge of the directors and officers of Omni and in the case of RSG, the collective knowledge of the directors and officers of RSG and in all cases, “knowledge” means the actual knowledge of such directors and officers after due inquiry.

ARTICLE 2 THE TRANSACTION

Section 2.1 Amalgamation

RSG, Subco, and Omni will effect the Amalgamation on the terms and subject to the conditions contained in this Agreement.

Section 2.2 Effect of Amalgamation

On the Amalgamation Effective Date and in consequence of the Amalgamation:

- (a) RSG and Subco shall be amalgamated and continue as one corporation;
- (b) each of RSG and Subco shall cease to exist as entities separate from Amalco;
- (c) all of the property of each of Subco and RSG shall continue to be the property of Amalco;
- (d) Amalco shall continue to be liable for all of the liabilities and the obligations of each of Subco and RSG;
- (e) the Articles attached hereto as Exhibit "A" shall be the articles of Amalco;
- (f) Amalco will be a wholly-owned subsidiary of Omni; and
- (g) all of the shareholders who owned shares of RSG or Subco immediately before the Amalgamation shall receive shares on the basis as set out in this Agreement.

Section 2.3 Name

The name of Amalco shall be "Ready Set Gold Ontario Ltd." or such other name as agreed to by the Parties.

Section 2.4 Registered Office

The registered office of Amalco shall be 10th floor, 595 Howe Street, Vancouver, British Columbia V6C 2T5.

Section 2.5 Authorized Capital and Restriction on Share Transfers

The authorized capital of Amalco shall consist of an unlimited number of common shares without par value, which shall have the rights, privileges, restrictions and conditions set out in the Articles. No shares of Amalco may be transferred except in compliance with the restrictions set out in the Articles.

Section 2.6 Fiscal Year

The fiscal year end of Amalco shall be April 30 of each calendar year.

Section 2.7 Business

There shall be no restriction on the business which Amalco is authorized to carry on.

Section 2.8 Initial Directors

The first directors of Amalco shall be Jason Jessup at 45 Oak Street, Dowling, Ontario P0M 1R0 and Christian Scovenna at 29 White Oak Blvd, Etobicoke, Ontario M8X 1H8 and such directors shall hold office until the first annual meeting of shareholders of Amalco or until their successors are elected or

appointed.

Section 2.9 Completion of the Amalgamation

Upon the satisfaction or waiver of the conditions herein contained in favour of each Party, RSG and Subco shall immediately file the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation. The Amalgamation shall become effective at the Amalgamation Effective Date.

Section 2.10 Exchange of Subco Shares and Omni Shares

Effective on the Amalgamation Effective Date and in consequence of the Amalgamation:

- (a) each RSG Shareholder will receive one post-Consolidation Omni Share in exchange for each RSG Share held by such holder immediately prior to the Amalgamation Effective Date (the “**Exchange Ratio**”) at a deemed price of \$0.60 per post-Consolidation Omni Share issued and the RSG Shares will be cancelled;
- (b) each holder of RSG Warrants will receive one post-Consolidation Omni Share purchase warrant on the same terms and conditions as their RSG Warrant and the RSG Warrant will be cancelled;
- (c) the Subco Shares will be cancelled and replaced by Amalco Shares on the basis of one Amalco Share for each Subco Share;
- (d) Omni shall add to the stated capital account maintained in respect of the Omni Shares an amount equal to the paid-up capital for purposes of the Tax Act of the RSG Shares immediately before the Amalgamation Effective Date;
- (e) the aggregate stated capital maintained in respect of the Amalco Shares issued pursuant to the Amalgamation shall be the aggregate of the paid-up capital for the purposes of the Tax Act of the Subco Shares and the RSG Shares immediately before the Amalgamation Effective Date; and
- (f) in consideration for Omni’s issuance of Omni Shares referenced in Section 2.10(a), Amalco shall issue to Omni one Amalco Share for each Omni Share issued by Omni to RSG Shareholders under Section 2.10(a).

Section 2.11 Omni Guarantee

Omni hereby unconditionally and irrevocably guarantees the due and punctual performance by Subco of each and every covenant and obligation of Subco arising under the Amalgamation. Omni hereby agrees that RSG shall not have to proceed first against Subco before exercising its rights under this guarantee against Omni

Section 2.12 Treatment of Restricted Securities Under U.S. Securities Act

The Parties agree that the Omni Shares issued in connection with the Amalgamation to or for the account or benefit of any former RSG Shareholders who is a U.S. Person (as defined in Regulation S) or person in the United States will be “restricted securities” within the meaning of Rule 144 under the 1933

Act and each certificate representing such Omni Shares will bear a legend in substantially the form that follows:

“THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE “1933 ACT”) OR UNDER ANY STATE SECURITIES LAWS AND ARE “RESTRICTED SECURITIES” AS THAT TERM IS DEFINED IN RULE 144 UNDER THE 1933 ACT. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF OMNI COMMERCE CORP. (THE “ISSUER”) THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE ISSUER; (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE 1933 ACT AND IN COMPLIANCE WITH APPLICABLE UNITED STATES STATE LAWS AND REGULATIONS AND APPLICABLE LOCAL LAWS AND REGULATIONS; (C) IN ACCORDANCE WITH THE EXEMPTION FROM REGISTRATION UNDER THE 1933 ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS; (D) IN A TRANSACTION THAT DOES NOT REQUIRE REGISTRATION UNDER THE 1933 ACT OR ANY APPLICABLE STATE SECURITIES LAWS, OR (E) PURSUANT TO AN EFFECTIVE REGISTRATION STATEMENT UNDER THE 1933 ACT AND, IN THE CASE OF PARAGRAPH (C) OR (D), THE SELLER FURNISHES TO THE ISSUER AN OPINION OF COUNSEL OF RECOGNIZED STANDING IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE ISSUER TO SUCH EFFECT.”

ARTICLE 3

REPRESENTATIONS AND WARRANTIES

Section 3.1 Representations and Warranties of Omni and Subco

Omni and Subco jointly and severally represent and warrant to RSG as follows, and acknowledge that RSG is relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) each of Omni and Subco has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;
- (b) Omni is duly incorporated under the BCBCA, is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) Subco is duly incorporated under the BCBCA, is currently in good standing, and not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (d) Omni is not an unlisted reporting issuer in British Columbia and Alberta and no Omni Shares are listed or quoted on any stock exchange or stock trading system;
- (e) Subco is not a reporting issuer in any jurisdiction and no Subco Shares are listed or quoted on any stock exchange or stock trading system;
- (f) Omni is authorized to issue an unlimited number of Omni Shares, of which 83,949,560 Omni Shares are currently issued and outstanding on the date hereof being 16,789,912 Omni Shares on a post-Consolidated basis and has the Omni Options outstanding as of the date hereof. Omni also has obligations to issue an aggregate of 3,571,999 Omni Shares on a post-Consolidated basis to certain entities and consultants;

- (g) the Omni Shares to be issued to RSG Shareholders shall be issued as fully paid and non-assessable common shares in the capital of Omni, free and clear of any and all encumbrances, liens, charges, demands of whatsoever nature;
- (h) Subco is authorized to issue an unlimited number of common shares and an unlimited number of preferred shares, of which 100 common shares are outstanding as at the date hereof which is held by Omni;
- (i) other than the securities referred to in Section 3.1(f), and as otherwise provided in this Agreement there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” of Omni (as that term is defined in the Securities Act) and Omni has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by Omni of any Omni Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any Omni Shares;
- (j) there are no outstanding actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Omni) pending or, to the knowledge of Omni, threatened by or against Omni, at law or in equity, or before or by any Governmental Authority and Omni is not be aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
- (k) this Agreement is a binding agreement on Omni and Subco, enforceable against each of them in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (l) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Material Contracts and the Constatting Documents of Omni, director or shareholder resolutions of Omni, any agreement or instrument to which Omni is a party or by which Omni is bound, or any order, decree, statute, regulation, covenant or restriction applicable to Omni;
- (m) neither Omni nor Subco has any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against Omni nor Subco of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind, other than liabilities disclosed or reflected in the Omni Financial Statements or incurred in the ordinary course of business following the dates of the Omni Financial Statements;
- (n) the Omni Financial Statements will have been prepared in accordance with IFRS and are based on the books and records of Omni and will fairly present the financial condition of Omni as at the dates thereof and the results of the operations for such periods;

- (o) neither Omni nor Subco has outstanding Taxes due and payable and there exist no facts or circumstances which may reasonably be expected to result in the issuance of assessment or reassessment of Tax;
- (p) Omni has or will on a timely basis prepare and file all Tax Returns required to be filed by it prior to the date hereof and such returns and documents will be complete and correct. Omni has no knowledge of any contingent Tax liabilities or any ground which would prompt an assessment or reassessment of any of such returns or reports, including aggressive treatment of income and expenses in filing any Tax Returns. Complete and correct copies of all such returns and other documents filed in respect of the last three fiscal years ending prior to the date hereof have been provided to RSG prior to the date hereof;
- (q) the Corporate Records of Omni are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constatng Documents of Omni, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of Omni (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any Tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;
- (r) no proceedings have been taken, are pending or authorized by Omni or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of Omni;
- (s) as of the date hereof, neither Omni nor Subco has any debts or obligations other than those disclosed in its accounts, the Omni Financial Statements or for professional fees accrued but not yet invoiced and has granted no general security over its assets or security in any particular asset;
- (t) as at the date hereof, there are no reasonable grounds for believing that any creditor of Omni or Subco will be prejudiced by the Amalgamation;
- (u) as at the date hereof, Omni has no subsidiaries other than Subco;
- (v) each of Omni's subsidiaries are duly incorporated and in good standing in their jurisdiction of incorporation;
- (w) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of Omni or any instruments binding on its assets:
 - (v) which would preclude Omni from entering into this Agreement;
 - (vi) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon Omni;

- (vii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which Omni is a party or to purchase any of Omni's or Amalco's assets; or
- (viii) which would impose restrictions on the ability of Amalco:
 - (A) to carry on any business which it might choose to carry on within any geographical area;
 - (B) to acquire property or dispose of its property and assets as an entirety;
 - (C) to pay dividends, redeem shares or make other distributions to its shareholders;
 - (D) to borrow money or to mortgage and pledge its property as security therefore; or
 - (E) to change its corporate status;
- (x) Omni is conducting and has always conducted its business in compliance with all Applicable Laws, other than acts of non-compliance which, individually or in aggregate, are not material, Omni is not aware of and has not received any order or directive relating to any breach of any applicable environmental or health and safety Law by Omni;
- (y) Omni is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person, other than as set out in the Omni Financial Statements and as follows: payment of cash consideration to CBLT Inc. pursuant to the mineral property purchase agreement dated May 29, 2020 and the payment of certain finders fees in connection with that agreement and payment of cash consideration to Balmoral Resources Ltd. pursuant to the mineral property purchase agreement dated June 22, 2020;
- (z) all information supplied by Omni or its representatives to RSG in the course of RSG's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (aa) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to RSG in seeking full information as to Omni and Subco and their assets, liabilities and business.

Section 3.2 Representations and Warranties of RSG

RSG represents and warrants to Omni and Subco as follows, and acknowledges that Omni and Subco are relying upon such representations and warranties in connection with the matters contemplated by this Agreement:

- (a) it has good and sufficient right and authority to enter into this Agreement and carry out its intentions hereunder;

- (b) it is duly incorporated under the BCBCA and is currently in good standing, and is not subject to any regulatory decision or order prohibiting or restricting trading in its shares;
- (c) RSG is not a reporting issuer in any jurisdiction and no RSG Shares are listed or quoted on any stock exchange or stock trading system;
- (d) RSG is authorized to issue an unlimited number of common shares, of which 5,100,000 RSG Shares are outstanding as at the date hereof, and as of the Amalgamation Effective Date shall have no more than 5,100,000 RSG Shares issued and outstanding;
- (e) other than the securities referred to in Section 3.2(d) and as otherwise provided in this Agreement, there are no other shares, options, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a "security" of RSG (as that term is defined in the Securities Act) and RSG has no agreements or commitments of any character whatsoever convertible into, or exchangeable or exercisable for or otherwise requiring the issuance, sale or transfer by RSG of any RSG Shares or any securities convertible into, or exchangeable or exercisable for, or otherwise evidencing a right to acquire, any RSG Shares;
- (f) except for Omni's right under this Agreement, no Person has any written or oral agreement, option or warrant or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming such for (A) the purchase or acquisition of any of the RSG Shares or any of the shares of any of its subsidiaries, or (B) the purchase, subscription, allotment or issuance of any unissued shares or other securities in the capital of RSG;
- (g) as at the date hereof, RSG has no subsidiaries;
- (h) there are no outstanding actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of RSG) pending or, to the knowledge of RSG, threatened by or against RSG, at law or in equity, or before or by any Governmental Authority and RSG is not be aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
- (i) this Agreement is a binding agreement on RSG, enforceable against it in accordance with its terms and conditions, subject to applicable bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights and remedies of creditors and the general principles of equity;
- (j) neither the execution and delivery of this Agreement, nor the consummation of the Amalgamation, will conflict with or result in any breach of any of the terms or provisions of, or constitute a default under, the Material Contracts, the Constatting Documents of RSG, director or shareholder resolutions of RSG, any agreement or instrument to which RSG is a party or by which RSG is bound, or any order, decree, statute, regulation, covenant or restriction applicable to RSG;
- (k) RSG is not in material default under any Material Contract to which it is a party and there has not occurred any event which, with the lapse of time or giving of notice or both, would constitute a default under any Material Contract by RSG, as applicable. Each Material Contract is in full force and effect, unamended by written or oral agreement, and RSG is entitled to the full benefit and advantage of each Material Contract in accordance with its terms. RSG has not received any

notice of a default by RSG or its subsidiaries, as applicable, or a dispute between RSG and any other party in respect of any Material Contract;

- (l) RSG has no liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind whatsoever, and, there is no basis for assertion against RSG of any liabilities, obligations or indebtedness (whether accrued, absolute, contingent or otherwise) of any kind;
- (m) RSG has no outstanding Taxes due and payable and there exist no facts or circumstances which may reasonably be expected to result in the issuance of assessment or reassessment of Tax;
- (n) RSG has duly and on a timely basis prepared and filed all Tax Returns required to be filed by it prior to the date hereof and such returns and documents are complete and correct. RSG has no knowledge of any contingent Tax liabilities or any ground which would prompt an assessment or reassessment of any of such returns or reports, including aggressive treatment of income and expenses in filing any Tax Returns. Complete and correct copies of all such returns and other documents filed in respect of the last three fiscal years ending prior to the date hereof have been provided to Omni prior to the date hereof;
- (o) the Corporate Records of RSG are complete and accurate in all material respects and all corporate proceedings and actions reflected in the Corporate Records have been conducted or taken in compliance with all Applicable Laws and with the Constating Documents of RSG, as applicable. Without limiting the generality of the foregoing, in respect of the Corporate Records of RSG (i) the minute books contain complete and accurate minutes of all meetings of the directors and shareholders held since incorporation and all such meetings were properly called and held, (ii) the minute books contain all resolutions passed by the directors and shareholders and all such resolutions were properly passed, (iii) the share certificate books, register of shareholders and register of transfers are complete and accurate, all transfers have been properly completed and approved and any Tax payable in connection with the transfer of any securities has been paid, and (iv) the registers of directors and officers are complete and accurate and all former and present directors and officers were properly elected or appointed, as the case may be;
- (p) no proceedings have been taken, are pending or authorized by RSG or by any other Person, in respect of the bankruptcy, insolvency, liquidation or winding up of RSG;
- (q) as at the date hereof there are no reasonable grounds for believing that any creditor of RSG will be prejudiced by the Amalgamation;
- (r) there are no agreements, covenants, undertakings, rights of first refusal or other commitments of RSG or any instruments binding on their assets:
 - (i) which would preclude RSG from entering into this Agreement;
 - (ii) under which the Amalgamation would have the effect of imposing restrictions or obligations on Amalco greater than those imposed upon RSG;

- (iii) which would give a third party, as a result of the transactions contemplated in this Agreement, the right to terminate any material agreement to which RSG is a party or to purchase any of RSG' or Amalco's assets; or
 - (iv) which would impose restrictions on the ability of Amalco:
 - (A) to carry on any business which it might choose to carry on within any geographical area;
 - (B) to acquire property or dispose of its property and assets as an entirety;
 - (C) to pay dividends, redeem shares or make other distributions to its shareholders;
 - (D) to borrow money or to mortgage and pledge its property as security therefore; or
 - (E) to change its corporate status;
- (s) RSG is conducting and has always conducted its business in compliance with all Applicable Laws, other than acts of non-compliance which, individually or in aggregate, are not material, RSG is not aware of and has not received any order or directive relating to any breach of any applicable environmental or health and safety law by RSG;
- (t) RSG is not subject to any obligation to make any investment in or to provide funds by way of loan, capital contribution or otherwise to any Person;
- (u) as at the date hereof, RSG has no full or part-time employees, and no independent contractors or other non-employees who supply their services under personal services contracts (whether written or oral);
- (v) the Properties are accurately described in Schedule "A" hereto;
- (w) the claims comprising the Properties were properly staked, recorded and filed with appropriate governmental agencies and (i) each Property is in good standing under the laws of Ontario; (ii) all assessment work required to hold the claims comprising the Properties has been performed and all governmental fees have been paid and all filings required to maintain the claims comprising the Properties in good standing have been properly and timely recorded or filed with appropriate governmental agencies; and (iii) RSG has no knowledge of conflicting mineral claims;
- (x) RSG is the owner of a 100% registered and beneficial right, title and interest in and to the Properties and the Properties are free and clear of all liens, security interests, mortgages, charges, encumbrances or other claims of any third party, whether registered or unregistered and whether arising by agreement, statute or otherwise and there is no adverse claim or challenge to ownership of any of the Properties, and there are no outstanding rights or options to acquire or purchase any of the Properties or any third party royalties, net profits interests or similar interests relating to any of the Properties;
- (y) RSG has the right to enter into this Agreement in accordance with the terms of this Agreement, there are no disputes over the title to the Properties, and no other party has any interest in the Properties or the production therefrom or any right to acquire any such interest;

- (z) there are no outstanding orders or directions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Properties and the conduct of the operations related thereto, and RSG has not received any notice of same and is not aware of any basis on which any such orders or direction could be made;
- (aa) there has been no known spill, discharge, deposit, leak, emission or other release of any hazardous substance on, into, under or affecting any of the Properties and no hazardous substance is stored in any type of container on, in or under any of the Properties;
- (bb) RSG has complied with all laws applicable to his activities on and in respect of each of the Properties and without limiting the generality of the foregoing, he has not used any part of any Property, or permitted any part of any Property to be used to generate, manufacture, refine, treat, transport, store, handle, dispose of, transfer, produce or process hazardous substances, and, to the best of the RSG's knowledge and belief, neither has any other person; and no claim comprising any of the Properties is the subject of any investigation by any governmental authority evaluating whether any remedial action is needed to respond to a release of any hazardous substance into the environment;
- (cc) RSG's ownership of the Properties is in compliance with, is not in default or violation in any material respect under, and RSG has not been charged with or received any notice at any time of any material violation of any statute, law, ordinance, regulation, rule, decree or other applicable regulation in connection with RSG's ownership of the Properties;
- (dd) RSG has duly filed all reports and returns required to be filed with governmental authorities and has obtained all governmental permits and other governmental consents, except as may be required after the execution of this Agreement and all of such permits and consents are in full force and effect, and no proceedings for the suspension or cancellation of any of them, and no investigation relating to any of them, is pending or to the knowledge of RSG, threatened, and none of them will be adversely affected by the entry into this Agreement;
- (ee) RSG has held the Properties in material compliance with all laws, rules, statutes, ordinances, orders and regulations and RSG has not received any notice of any violation thereof, nor is RSG aware of any valid basis therefore;
- (ff) there is no adverse claim or challenge against or to the ownership of or title to any part of the Properties and, to the knowledge of RSG, there is no basis for such adverse claim or challenge which may affect the Properties;
- (gg) all information supplied by RSG or its representatives to Omni in the course of Omni's due diligence review in respect of the transactions contemplated by this Agreement, is accurate and correct in all material respects; and
- (hh) the representations, warranties or statements of fact made in this section do not contain any untrue statement of a material fact or omit to state any material fact necessary to make any such warranty or representation not misleading to Omni or Subco in seeking full information as to each of RSG and its assets, liabilities and business.

ARTICLE 4
ACKNOWLEDGEMENTS

Section 4.1 Acknowledgements

RSG acknowledges and agrees that the Omni Shares issued to the RSG Shareholder on Closing may be subject to resale restrictions imposed by Applicable Laws and agrees that the certificates representing such Omni Shares may contain a legend or legends to that effect. RSG covenants and agrees to use reasonable efforts to cause each RSG shareholder, if required by Applicable Laws or the policies of any stock exchange on which Omni lists, or seeks to list, the Omni Shares, to execute and deliver any required escrow agreements.

ARTICLE 5
COVENANTS

Section 5.1 Mutual Covenants

From the date of this Agreement until the earlier of the Amalgamation Effective Date and the termination of this Agreement in accordance with Article 9, except as otherwise expressly permitted or specifically contemplated by this Agreement or required by Applicable Laws, each of the Parties shall:

- (a) carry on its business in the usual, regular and ordinary course of business consistent with its past practice;
- (b) not alter or amend its Constatng Documents as the same exist at the date of this Agreement, except as contemplated by this Agreement;
- (c) take, or cause to be taken, all action and to do, or cause to be done, all other things reasonably necessary, proper or advisable under Applicable Laws to complete the Amalgamation;
- (d) to obtain all necessary consents, assignments, waivers and amendments to or terminations of any agreements and take such measures as may be appropriate to fulfill its obligations hereunder and to carry out the transactions contemplated hereby;
- (e) to effect all necessary registrations, filings and submissions of information requested by Governmental Authorities required to be effected by it in connection with the Amalgamation;
- (f) to oppose, lift or rescind any injunction or restraining or other order seeking to stop, or otherwise adversely affecting its ability to consummate, the Amalgamation and to defend, or cause to be defended, any proceedings to which it is a party or brought against it or its directors or officers challenging this Agreement or the consummation of the transactions contemplated hereby;
- (g) to reasonably cooperate with the other Parties and their tax advisors in structuring the Amalgamation and other transactions contemplated to occur in conjunction with the Amalgamation in a tax effective manner and assist the other Parties and their tax advisors in making such investigations and enquiries with respect to such Parties in that regard, as the other Parties and its tax advisors shall consider necessary, acting reasonably;

- (h) not take any action that would render, or may reasonably be expected to render, any representation or warranty made by such Party in this Agreement untrue in any material respect;
- (i) use reasonable commercial efforts to obtain and maintain the third party approvals applicable to them and provide the same to the other Parties on or prior to the Amalgamation Effective Date;
- (j) except as provided in this Agreement, not amalgamate or consolidate with, or enter into any other corporate reorganization with, any other corporation or person or perform any act or enter into any transaction or negotiation which, in the opinion of Omni or RSG, as applicable, acting reasonably, interferes or is inconsistent with the completion of the transactions contemplated hereby;
- (k) furnish to the other Parties such information, in addition to the information contained in this Agreement, relating to its financial condition, business, properties and affairs as may reasonably be requested by another Party, which information shall be true and complete in all material respects and shall not contain an untrue statement of any Material Fact or omit to state any Material Fact required to be stated therein or necessary in order to make the statements therein, in the light of the circumstances in which they are made, not misleading and will notify the other Parties of any significant development or Material Change relating to it promptly after becoming aware of any such development or change;
- (l) promptly notify the other Parties in writing of any change in any representation or warranty provided in this Agreement which change is or may be of such a nature as to render any representation or warranty misleading or untrue in any material respect and the Parties shall in good faith discuss with the other Parties such change in circumstances (actual, anticipated, contemplated, or to its knowledge, threatened) which is of such a nature that there may be a reasonable question as to whether notice need to be given to the other Parties pursuant to Section 10.2;
- (m) from and including the date of this Agreement through to and including the date of closing of the Amalgamation, maintain their assets in good standing free and clear of all liens, charges and encumbrances, including the payment of all fees, rentals, rates, taxes, bonds and other payments relating to the such assets;
- (n) from and including the date of this Agreement through to and including the date of closing of the Amalgamation, not issue or reach any agreement or understanding with any other party to issue any securities without the prior written consent of other Party;
- (o) promptly notify the other Parties in writing of any material breach by such Party of any covenant, obligation or agreement contained in this Agreement; and
- (p) not, directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into discussions or negotiations with any person other than the other Parties hereto, with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of such Party, unless such action, matter or transaction is part of the transactions contemplated in this Agreement or is required as a result of the duties of directors and officers of the applicable Party in compliance with Applicable Laws.

Section 5.2 Access to Information and Confidentiality

Each Party will allow the other and its respective authorized representatives, including legal counsel and consultants, access to all information, books or records relevant for the purpose of the Transaction contemplated herein. Each Party hereto agrees that all information and documents so obtained will be kept confidential and the contents thereof will not be disclosed to any person without the prior written consent of the disclosing Party, except as otherwise provided for below, or as are required to be disclosed by Applicable Law provided that the disclosing Party is given prior notice thereof.

The foregoing does not apply to information that:

- (a) becomes generally available to the public absent any breach of the foregoing;
- (b) was available on a non-confidential basis to a Party prior to its disclosure pursuant to this Agreement; or
- (c) becomes available on a non-confidential basis from a third party who, to the knowledge of the recipient after enquiry, is not bound to keep such information confidential.

ARTICLE 6 CLOSING CONDITIONS

Section 6.1 Mutual Conditions

The respective obligations of RSG, Omni and Subco to complete the Transaction are subject to the fulfillment of the following conditions on or before the Closing Date;

- (a) RSG shareholders having approved the Transaction and all related matters;
- (b) completion of due diligence to the satisfaction of the Parties;
- (c) receipt of all required regulatory, shareholder and third party approvals including and compliance with all applicable regulatory requirements and conditions necessary to complete the Transaction, as applicable;
- (d) there will not be in force any Law, ruling, order or decree, and there will not have been any action taken under any Law or by any Governmental Authority or other regulatory authority, that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the Amalgamation in accordance with the terms hereof or results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the Amalgamation which has, or could have, a Material Adverse Effect;
- (e) the Amalgamation Application to be filed with the Registrar, shall be in form and substance satisfactory to Omni and RSG, acting reasonably;
- (f) all other consents, waivers, permits, exemptions, orders and approvals of, and any registrations and filings with, any Governmental Authority, the failure of which to obtain or the expiry of which would or could have a Material Adverse Effect or materially impede the completion of the

Transaction, will have been obtained or received on terms that are reasonably satisfactory to each Party hereto; and

- (g) this Agreement will not have been terminated pursuant to Article 9 hereof.

The foregoing conditions are for the mutual benefit of the Parties hereto and may be waived in respect of a Party hereto, in whole or in part, by such Party hereto in writing at any time. If any of such conditions will not be complied with or waived as aforesaid on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Article 9 hereof, any Party hereto may terminate this Agreement by written notice to the other Parties in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by such rescinding Party hereto.

Section 6.2 Omni Conditions

The obligation of Omni to complete the Transaction contemplated herein is subject to the fulfillment of the following additional conditions on or before the Closing Date or such other time as is specified below:

- (a) the directors of RSG will have adopted all necessary resolutions and all other necessary corporate action will have been taken by RSG to permit the consummation of the Transaction;
- (b) no Material Adverse Change having occurred in the business, results of operations, assets, liabilities, financial condition or affairs of RSG, financial or otherwise, between the date hereof and the Closing Date, except for a decrease in RSG' working capital position reasonably necessary to facilitate the Transaction;
- (c) satisfactory completion of due diligence by Omni, its counsel and representatives on the business, assets, financial condition and Corporate Records of RSG, acting reasonably;
- (d) there being no legal proceedings or regulatory actions or proceedings against RSG as of the Closing Date which may have a Material Adverse Effect on RSG, its business, assets or financial condition;
- (e) there being no inquiry or investigation (whether formal or informal) in relation to RSG or its directors or officers commenced or threatened by any securities commission or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on RSG, its business, assets or financial condition;
- (f) all representations and warranties of RSG under this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of RSG and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby;

- (g) all covenants of RSG under this Agreement to be performed on or before the Closing Date shall have been performed by RSG in all material respects;
- (h) all consents, waivers and approvals required to be obtained by RSG from a counter-party to a Material Contract of RSG required in connection with, or to permit the consummation of, the Amalgamation or any transaction otherwise contemplated hereby, shall have been obtained on terms and conditions satisfactory to Omni, acting reasonably;
- (i) there will not be any outstanding warrants or options to purchase, or securities convertible into, RSG Shares, except the shares and warrants to be issued in connection with the Concurrent Financing;
- (j) RSG shall have completed the Concurrent Financing;
- (k) the RSG Shareholders, the directors and officers of Omni and such other persons as may be required by the policies of the any applicable stock exchange or Applicable Laws shall have entered into any required escrow agreement with respect to the securities of Omni that are issued to them pursuant to the Amalgamation;
- (l) the issuance of Omni Shares to U.S. Persons (as defined in Regulation S) or persons in the United States pursuant to the Amalgamation shall be exempt from registration requirements under the 1933 Act under Section 4(a)(2) of or Rule 903 of Regulation S under the 1933 Act, and RSG shall have obtained and delivered to Omni, on or before the Closing Date, a fully completed and executed Certificate of U.S. Shareholder in a form reasonably satisfactory to Omni from each RSG Shareholder that is a U.S. Person entitled to receive Omni Shares pursuant to the Amalgamation in order to, among other things, evidence the availability of such exemptions; and
- (m) RSG will have executed and delivered, at Closing, such customary agreements, certificates, resolutions and other closing documents as may be required by the other Parties, all in form satisfactory to the other Parties, acting reasonably.

The foregoing conditions are for the benefit of Omni and may be waived, in whole or in part, by Omni in writing at any time. If any of such conditions will not be complied with or waived by Omni on or before the Closing Date or, if earlier, the date required for the performance thereof, Omni may terminate this Agreement by written notice to RSG and Subco in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by Omni

Section 6.3 RSG Conditions

The obligation of RSG to complete the Transaction contemplated herein is subject to the fulfillment of the following additional conditions on or before the Closing Date or such other time as is specified below:

- (a) the directors and shareholders of Omni and Subco will have adopted all necessary resolutions and all other necessary corporate action will have been taken by Omni and Subco to permit the consummation of this Agreement and the Transaction;

- (b) no Material Adverse Change having occurred in the business, results of operations, assets, liabilities, financial condition or affairs of Omni, financial or otherwise, between the date hereof and the Closing Date;
- (c) satisfactory completion of due diligence by RSG, its counsel and representatives on the business, assets, financial condition and Corporate Records of Omni, acting reasonably;
- (d) there being no legal proceedings or regulatory actions or proceedings against Omni as of the Closing Date which may have a Material Adverse Effect on Omni, its business, assets or financial condition;
- (e) there being no inquiry or investigation (whether formal or informal) in relation to Omni or its directors or officers commenced or threatened by any securities commission or official of any applicable stock exchange or regulatory body having jurisdiction such that the outcome of such inquiry or investigation could have a Material Adverse Effect on Omni, its business, assets or financial condition;
- (f) all representations and warranties of Omni under this Agreement shall be true and correct as of the Closing Date as if made on and as of such date (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be true and correct as of such earlier date, or except as affected by transactions contemplated or permitted by this Agreement), except where the failure of such representations and warranties to be true and correct, individually or in the aggregate, would not result, or would not reasonably be expected to result, in a Material Adverse Change in respect of Omni and would not, or would not reasonably be expected to, materially delay completion of the Amalgamation and the transactions otherwise contemplated hereby;
- (g) all covenants of Omni under this Agreement to be performed on or before the Closing Date shall have been performed by Omni in all material respects;
- (h) there being no other issued and outstanding securities in the capital of Omni other than as disclosed herein;
- (i) the Omni Shares issued as consideration for the RSG Shares are being issued as fully paid and non-assessable common shares in the capital of the Omni free and clear of any and all encumbrances, liens, charges and demands of whatsoever nature;
- (j) Omni shall have completed the Consolidation, such that Omni's issued and outstanding share capital consists of 16,789,912 Omni Shares prior to the Closing, subject to adjustment for any additional issuances of Omni Shares as disclosed herein, including the following proposed issuances of Omni Shares on a post-Consolidation basis at a deemed price of \$0.60 per post-Consolidation Omni Share: an aggregate of 1,905,833 Omni Shares to CBLT Inc. and certain finders in connection with the mineral property purchase agreement dated May 29, 2020, 1,333,333 Omni Shares to Balmoral Resources Ltd. in connection with the mineral property purchase agreement dated June 22, 2020, and 333,333 Omni Shares to four consultants pursuant settlements;
- (k) as of the Closing Date, Omni shall have changed its name to "Ready Set Gold Corp.";

- (l) on Closing, the directors and officers of Omni shall be:

Name of Director	Name and Officer Title
Christian Scovenna	Christian Scovenna - Chief Executive Officer
Jason Jessup	Jason Jessup - President
John Veltheer	Alex McAulay – Chief Financial Officer

- (m) Omni shall have completed its acquisition of the 56% interest in the Northshore Gold Property, located in the Schreiber-Hemlo Greenstone Belt, from CBLT Inc. pursuant to the definitive mineral property purchase and sale agreement dated May 29, 2020; and
- (n) Omni will have executed and delivered, or cause to be executed and delivered, at the closing of the Transaction, such customary agreements, certificates, resolutions and other closing documents as may be required by the other Parties, all in form satisfactory to the other Parties, acting reasonably.

The foregoing conditions are for the benefit of RSG and may be waived, in whole or in part, by RSG in writing at any time. If any of such conditions will not be complied with or waived by RSG on or before the Closing Date or, if earlier, the date required for the performance thereof, then, subject to Article 9 hereof, RSG may terminate this Agreement by written notice to Omni and Subco in circumstances where the failure to satisfy any such condition is not the result, directly or indirectly, of a breach of this Agreement by RSG.

Section 6.4 Consents-Merger

The obligations of RSG, Subco and Omni to obtain the consents referred to in this Article 6 will not survive the completion of the Transaction, and will merge without recourse between the Parties upon such completion.

ARTICLE 7 SURVIVAL

Section 7.1 Survival

The covenants, representations and warranties of each of the Parties hereto as set out herein shall survive from the Closing Date for a period of 24 months.

ARTICLE 8 CLOSING

The Closing will take place on the Closing Date in the offices of DuMoulin Black LLP located at 10th floor, 595 Howe Street, V6C 2T5, counsel to RSG, or at any other place as the Parties may agree.

ARTICLE 9
TERM AND TERMINATION

Section 9.1 Term

This Agreement shall be effective from the date hereof until the earlier of the Closing Date and the termination of this Agreement in accordance with its terms.

Section 9.2 Termination

- (a) This Agreement may be terminated at any time prior to the Closing Date:
 - (i) by mutual written agreement of the Parties;
 - (ii) by RSG if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of Omni or Subco set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, or such conditions are incapable of being satisfied by the Closing Date, as reasonably determined by RSG; provided, however, that RSG is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.2 not to be satisfied; or
 - (iii) by Omni, if a breach of any representation or warranty or failure to perform any covenant or agreement on the part of RSG set forth in this Agreement shall have occurred that would cause the conditions set forth in Section 6.1 or Section 6.2 not to be satisfied, or such conditions are incapable of being satisfied by the Closing Date as reasonably determined by Omni; provided, however, that Omni is not then in breach of this Agreement so as to cause any condition in Section 6.1 or Section 6.2 not to be satisfied.
- (b) For greater certainty, this Agreement may not be terminated unilaterally by Subco.

ARTICLE 10
GENERAL

Section 10.1 Time of Essence

Time is of the essence in all respects of this Agreement.

Section 10.2 Notices

Any Notice must be in writing and either:

- (a) personally delivered;
- (b) sent by prepaid, registered mail; or
- (c) sent by facsimile, e-mail or functionally equivalent electronic means of communication, charges (if any) prepaid.

Any Notice must be sent to the intended recipient at its address as follows:

to Omni at:

Omni Commerce Corp.
1201 – 1166 Alberni Street
Vancouver, BC V6E 3Z3

Attention: Dr. John Veltheer
E-mail address: john@veltheer.com

with a copy to (which shall not constitute notice):

Clark Wilson LLP
800 – 885 West Georgia Street
Vancouver, British Columbia
V6C 3H1

Attention: Virgil Hlus
E-mail: vhlus@cwilson.com

to RSG at:

Ready Set Gold Corp.
#4302 - 1151 West Georgia Street
Vancouver, British Columbia
V6E 0B3

Attention: Morgan Good
E-mail: Morgangood@gmail.com

with a copy to (which shall not constitute notice):

DuMoulin Black LLP
10th Floor – 595 Howe Street
Vancouver, British Columbia
V6C 2T5

Attention: Justin Kates
E-mail: jkates@dumoulinblack.com

or at any other address as any Party may from time to time advise the other by Notice given in accordance with this Section 10.2. Any Notice delivered to the Party to whom it is addressed will be deemed to have been given and received on the day it is so delivered at that Party's address, provided that if that day is not a Business Day then the Notice will be deemed to have been given and received on the next Business Day. Any Notice transmitted by facsimile or other form of electronic communication will be deemed to have been given and received on the day on which it was transmitted (but if the Notice is transmitted on a day which is not a Business Day or after 4:00 p.m. (local time of the recipient), the

Notice will be deemed to have been received on the next Business Day). Any Notice given by registered mail will be deemed to have been received on the fifth Business Day after which it is so mailed. If a strike or lockout of postal employees is then in effect, or generally known to be impending, every Notice must be effected by personal delivery, e-mail or functionally equivalent electronic means.

Section 10.3 Further Assurances

Each Party will, at the requesting Party's cost, execute and deliver any further agreements and documents and provide any further assurances as may be reasonably required by the other Party to give effect to this Agreement and, without limiting the generality of the foregoing, will do or cause to be done all acts and things, execute and deliver or cause to be executed and delivered all agreements and documents and provide any assurances, undertakings and information as may be required from time to time by all Governmental Entities or stock exchanges having jurisdiction over RSG' affairs or as may be required from time to time under applicable securities legislation.

Section 10.4 No Broker

Each Party represents and warrants to the other Parties that all negotiations relating to this Agreement and the transactions contemplated by this Agreement have been carried on between them directly, without the intervention of any other Person on behalf of any Party in such manner as to give rise to any valid Claim against any Party for a brokerage commission, finder's fee or other similar payment, except as disclosed herein.

Section 10.5 Public Notice

All public notices to third parties and all other announcements, press releases and publicity concerning this Agreement or the transactions contemplated by this Agreement must be jointly planned and co-ordinated by the Parties, and no Party to this Agreement will act unilaterally in this regard without the prior consent of the other Parties unless, and only to the extent that, disclosure is required to meet the timely disclosure obligations of any Party under securities laws or stock exchange rules in circumstances where prior consultation with the other Parties is not practicable, or the disclosure is to the Party's board of directors, senior management and its legal, accounting, financial or other professional advisers.

Section 10.6 Independent Legal Advice

Each of the Parties hereby acknowledges that it has carefully read and considered and fully understands the provisions of this Agreement and, having done so, agrees that the provisions set forth in this Agreement are fair and reasonable. Each Party further acknowledges that it has had an opportunity to obtain independent advice in respect of the contents of this Agreement and it has either obtained such independent advice or waives all further rights in this respect.

Section 10.7 Amendment and Waiver

No supplement, modification, amendment, waiver, discharge or termination of this Agreement is binding unless it is executed in writing by the Party to be bound. No waiver of, failure to exercise or delay in exercising, any provision of this Agreement constitutes a waiver of any other provision (whether or not similar) nor does any waiver constitute a continuing waiver unless otherwise expressly provided.

Section 10.8 Assignment and Enurement

Neither this Agreement nor any right or obligation under this Agreement may be assigned by any Party without the prior consent of the other Parties. This Agreement enures to the benefit of and is binding upon the Parties and their respective successors and permitted assigns.

Section 10.9 Severability

Each provision of this Agreement is distinct and severable. If any provision of this Agreement, in whole or in part, is or becomes illegal, invalid or unenforceable in any jurisdiction, the illegality, invalidity or unenforceability of that provision will not affect the legality, validity or enforceability of the remaining provisions of this Agreement, or the legality, validity or enforceability of that provision in any other jurisdiction.

Section 10.10 Counterparts

This Agreement may be executed and delivered by the Parties in one or more counterparts, each of which when so executed and delivered will be an original, and those counterparts will together constitute one and the same instrument.

Section 10.11 Facsimile Signatures

Delivery of this Agreement by facsimile, e-mail or functionally equivalent electronic transmission constitutes valid and effective delivery.

[signature page follows]

IN WITNESS WHEREOF this Agreement has been executed by the Parties as of the date first written above.

READY SET GOLD CORP.

Per: "Christian Scovenna"
Name: Christian Scovenna
Title: CEO

1258952 B.C. LTD.

Per: "John Veltheer"
Name: John Veltheer
Title: President

OMNI COMMERCE CORP.

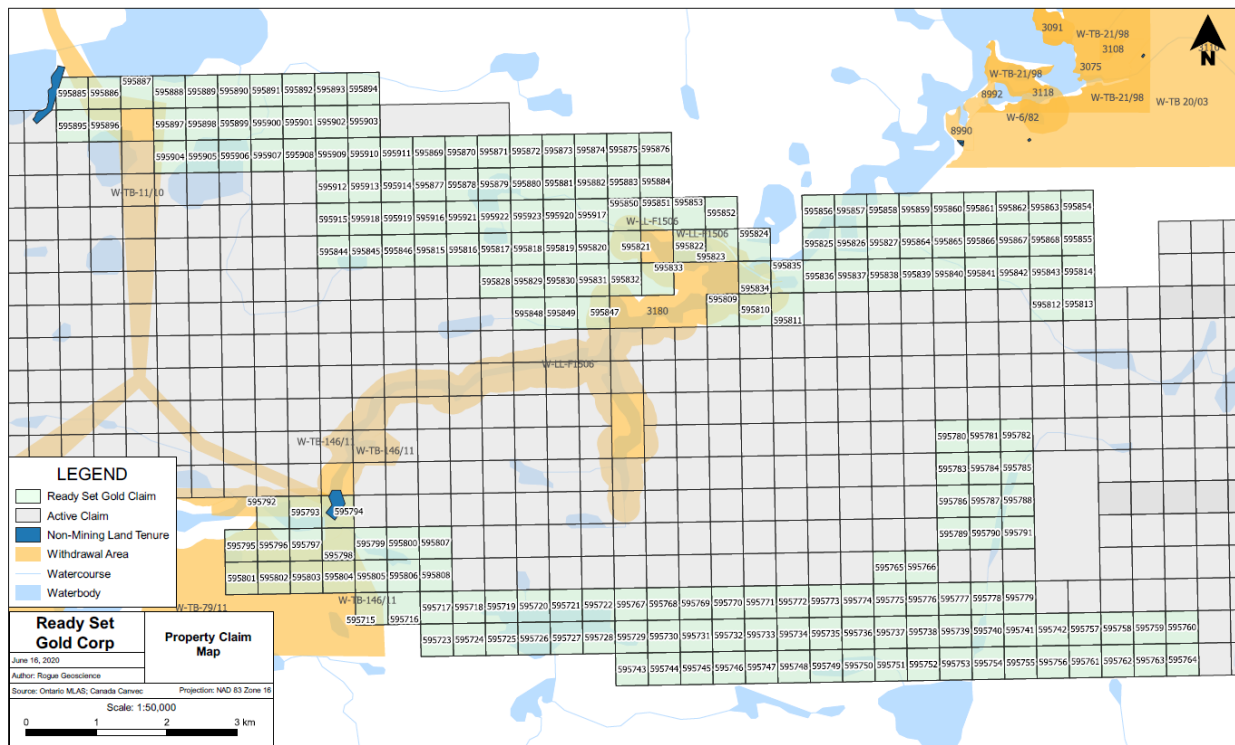
Per: "John Veltheer"
Name: John Veltheer
Title: CEO

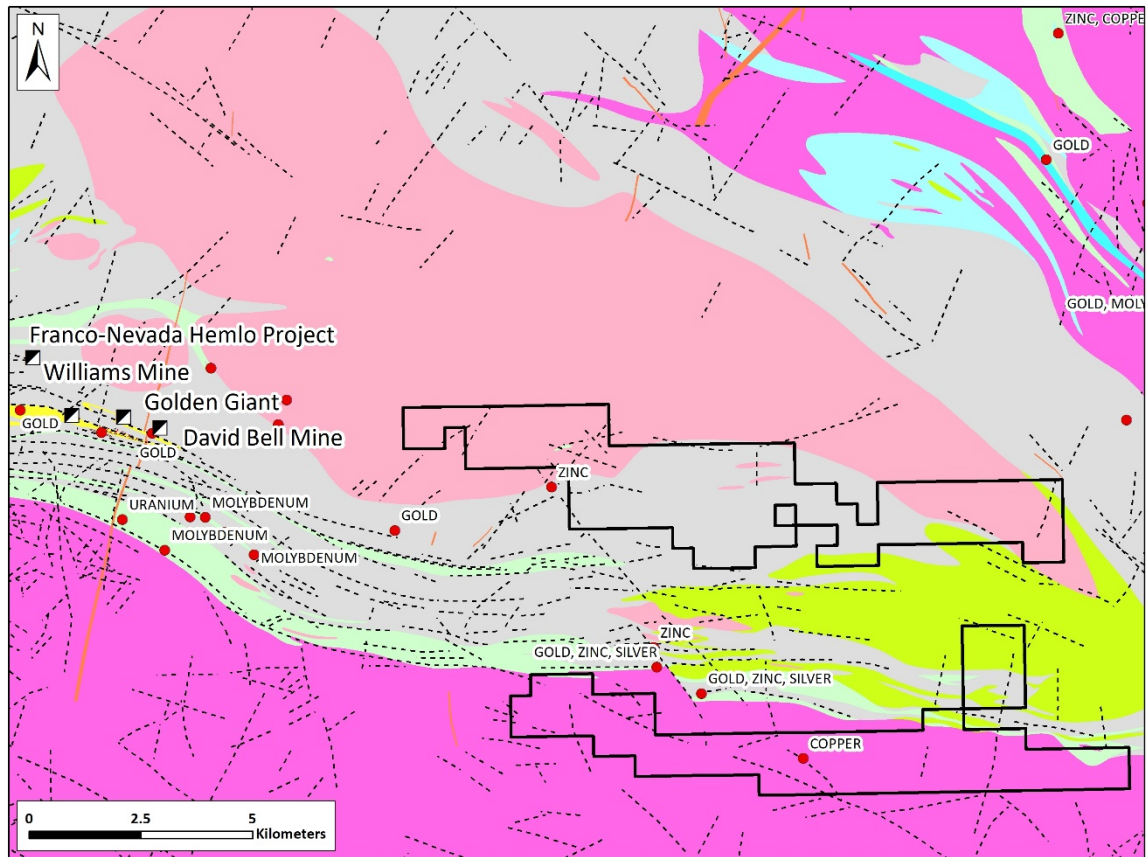
SCHEDULE A

PROPERTY DESCRIPTION

Hemlo Eastern Flanks

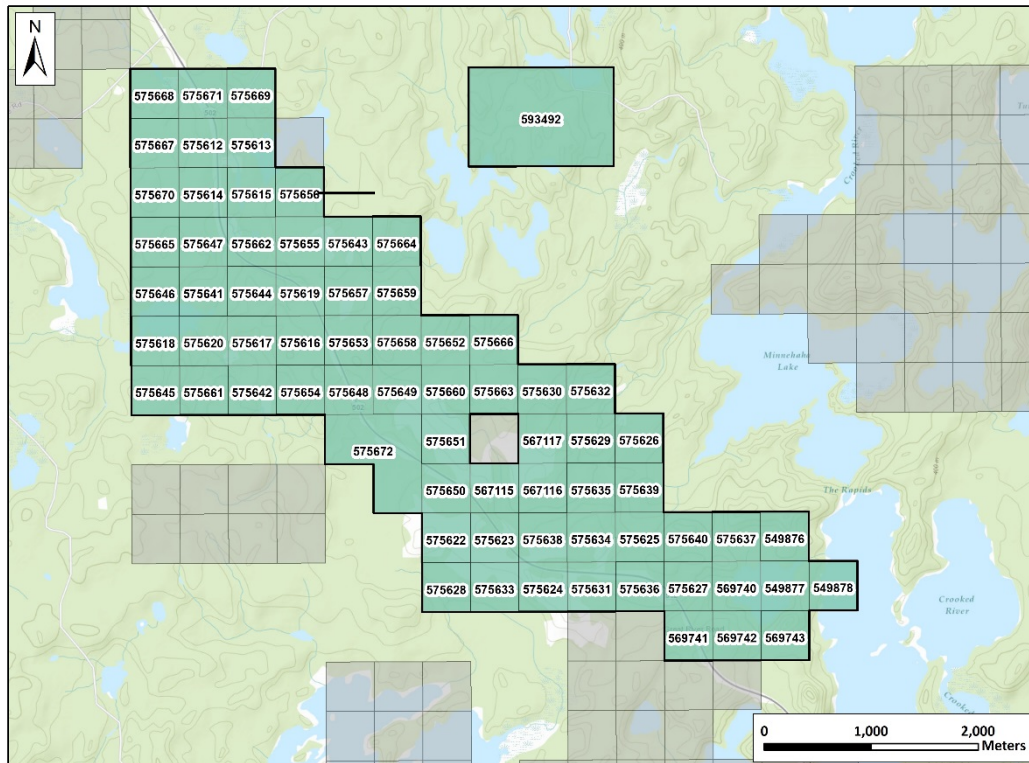
The Hemlo Eastern Flanks (HEF) Project consists of two separate claim blocks for a total of 4,453 hectares and is located 7 km east of Barrick's Hemlo Mine near Marathon, ON. Hemlo has seen over 23M oz of gold mined. The two claims blocks border a land package currently owned by Metals Corp. On Metal Corp's property there have been numerous gold showings including the Gouda Lake Zone which has a historic resource of 253,000 tonnes at 4.1 g/t gold (Metal Corp website). Drilling by Metal Creek has intersected gold and silver mineralization including 19.7 g/t gold and 155 g/t silver over 1.2 meters in hole HEGZ 10-16. The HEF Project has seen limited exploration over the past 40 years.





Emmons Peak Project

The Emmons Peak Project is located 50 km south of Dryden, Ontario. Access is via Hwy 502 which crosses the property. The property has seen past exploration for gold mineralization as well as nickel, copper, cobalt and Platinum Group metals. There has been minimal exploration for gold in the past 35 years. It consists of 71 claim cells (see image below).



Prospectors uncovered narrow quartz veining on surface in 1982 that assayed 500 oz/t (MNDM Mineral Deposit Inventory: MDI52F10SE00051). Further work in 1985 identified additional veining where samples were taken that assayed more than 12 oz Au/t (MNDM Mineral Deposit Inventory: MDI52F10SE00052).

The project is situated within the Western Wabigoon Terrane, along strike of numerous historical gold showings and turn of the last century early mining. The historical showings and past producing mines are controlled by a regional scale structures, referred to as the Manitou Straits Deformation Zone. Generally the trend is NE with an overall steep dip. This is one of the major tectonic faults in the Western Wabigoon and can be traced for over 65km in strike length.

The high-strain zones within the deformation zone vary in width from metre- to kilometer-wide. They commonly are spatially associated with varying types of quartz veins, pyrite mineralization, and iron carbonate alteration.

More recent exploration along this structure by Manitou Gold resulted in a drillhole intersection of 53.7 kg/t Au over 0.55m (2011 DDH KW-11-26).

In addition to the gold mineralization, during the early 2000's, Canadian Arrow explored the property for Ni-Cu-PGE mineralization. The completion of an airborne VTEM survey and follow drilling has resulted in the confirmation of various Ni-Cu-PGE zones within the western portion of the property. In 2008, Canadian Arrow Mines assay results from grab samples included: 0.34% - 1.57% Ni and 0.75% - 7.10% Cu. Nine of the samples contained elevated PGE+Au values between 0.141 to 1.24 g/t. Follow up drilling in 2009 resulted in: 0.44% Ni, 0.47% Cu, 0.1 g/t Pt, 0.06 g/t Pd, and 0.09 g/t Au over 11.5m (MNDM Mineral Deposit Inventory: MDI52F10SE00046).

Ready Set Gold Corp. (RSG) has the option to acquire 100% of the Emmons Peak Project as outlined below:

Cash Payments:

Within 5 days of executing agreement	\$12,000 (<i>paid</i>)
On or before 1 st year anniversary	\$15,000
On or before 2 nd year anniversary	\$20,000
On or before 3 rd year anniversary	\$28,000
Total	\$75,000

Share Payments

On or before 1 st year anniversary	200,000 shares
On or before 2 nd year anniversary	200,000 shares
Total	400,000 shares

Upon completion of the option commitments, RSG will own 100% of the property subject to a 1.5% royalty to the optionee, which RSG will have the right to buy-back at any time, 0.5% of the royalty for a payment of \$500,000.