

BETA ENERGY CORP.

and

VOLTAIC MINERALS (USA), INC.

and

GOLDEN SUN MINING CORP.

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

December 4, 2021

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SCHEDULE 1.1 ACQUIRED PROPERTY

AMENDED AND RESTATED ASSET PURCHASE AGREEMENT

Amended and Restated Asset Purchase Agreement dated December 4, 2021, among Beta Energy Corp. (“**Beta Energy**”), Voltaic Minerals (USA), Inc. (“**Voltaic**”, and together with Beta Energy, the “**Vendor**”) and Golden Sun Mining Corp. (the “**Purchaser**”), amending and restating the original asset purchase agreement dated November 4, 2021 between Beta Energy and the Purchaser (the “**Original Agreement**”).

ARTICLE 1 INTERPRETATION

Section 1.1 Defined Terms.

As used in this Agreement, the following terms have the following meanings:

“**Acquired Property**” means the mineral property referred to as the Green Energy Project, as more particularly described in Schedule 1.1;

“**Additional Consideration Shares**” has the meaning specified in Section 3.1(b);

“**Affiliate**” has the meaning ascribed thereto in the *Securities Act* (British Columbia);

“**Agreement**” means this amended and restated asset purchase agreement and all schedules and instruments in amendment or confirmation of it; and the expressions “**Article**” and “**Section**” followed by a number mean and refer to the specified Article or Section of this Agreement;

“**Ancillary Agreements**” means all agreements, certificates and other instruments delivered or given pursuant to this Agreement;

“**Area of Interest**” means an area of two kilometres encompassing the outer boundaries of the Acquired Property;

“**Authorization**” means, with respect to any Person, any order, permit, approval, waiver, licence or similar authorization of any Governmental Entity having jurisdiction over the Person;

“**Beta Energy**” means Beta Energy Corp.;

“**Books and Records**” means all information in any form primarily relating to the Purchased Assets, including books of account, personnel records, supplier lists, development reports and records, technical reports, plans and projections, equipment logs, operating guides and manuals, business reports, plans and projections and all other documents, files, Authorizations, environmental management systems (including data collected for the purpose of compliance with Environmental Laws and the preparation of reports to Governmental Entities), all geological, geophysical, geochemical and test data and all other information (including internal and external studies, analyses and other work products) in relation to the Acquired Property acquired, proved, gained or developed heretofore in the possession or under the control of the Vendor; (in each case, whether in written, printed, electronic or computer printout form, or stored on computer discs or other data and software storage and media devices);

“**Business Day**” means any day of the year, other than a Saturday, Sunday or any day on which banks are required or authorized to close in Vancouver, British Columbia;

“**Claim**” includes claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions, informations or other similar processes, assessments or reassessments, judgments, debts, Liabilities, penalties, fines, expenses, costs, damages or losses, contingent, inchoate or otherwise, whether disputed or undisputed, contractual, legal or equitable, and including loss or diminution of value, loss of revenue and loss of profits, professional fees, including fees and disbursements of legal counsel on a full indemnity basis, and all costs incurred in investigating or pursuing any of the foregoing or any proceeding relating to any of the foregoing;

“**Closing**” means the completion of the transaction of purchase and sale contemplated in this Agreement;

“**Closing Date**” has the meaning specified in Section 8.1;

“**Consideration Shares**” has the meaning specified in Section 3.1(b);

“**Encumbrance**” means any lien, charge, hypothec, pledge, mortgage, title retention agreement, covenant, condition, lease, licence, security interest of any nature, claim, exception, reservation, easement, encroachment, right of occupation, right-of-way, right-of-entry, matter capable of registration against title, option, assignment, right of pre-emption, privilege or any other encumbrance or charge or title defect of any nature whatsoever, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Law, or any contract to create any of the foregoing;

“**Environmental Laws**” means all applicable Laws relating to the protection of the environment and includes those relating to pollution, protection, use or conservation of the environment or natural resources, the protection of public health and safety, Hazardous Substances, or the reclamation, rehabilitation, closure or other restoration of mining properties. Without limiting the generality of the foregoing, an Environmental Law pertaining to the protection, use or conservation of the environment shall include all such Environmental Laws relating to the manufacture, processing, generation, use, treatment, storage, disposal, transport, release, containment, reclamation, rehabilitation, closure or other restoration of any tailings, waste rock, tailings ponds or Hazardous Substances;

“**Exchange**” means the means any of the Toronto Stock Exchange, the TSX Venture Exchange, Aequis NEO Exchange, the Canadian Securities Exchange or other recognized stock exchange;

“**Governmental Entity**” means any (i) federal, provincial, state, municipal, local or other governmental or public department, central bank, court, commission, board, bureau, agency or instrumentality, domestic or foreign, (ii) any subdivision or authority of any of the foregoing, or (iii) any quasi-governmental or private body exercising any regulatory, expropriation or taxing authority under or for the account of any of the above;

“**Hazardous Substances**” means any pollutant, contaminant, waste or chemical or any toxic, radioactive, ignitable, corrosive, reactive or otherwise hazardous or deleterious substance, waste or material, including petroleum, polychlorinated biphenyls, asbestos and urea-formaldehyde insulation, and any other material or contaminant regulated or defined under any Environmental Law;

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board;

“**Initial Consideration Shares**” has the meaning specified in Section 3.1(a);

“**Interim Period**” means the period between the close of business on this date and the Closing;

“**Laws**” means any and all applicable laws including all statutes, codes, ordinances, decrees, rules, regulations, municipal by-laws, judicial or arbitral or administrative or ministerial or departmental or regulatory judgments, orders, decisions, rulings or awards, policies, guidelines, and general principles of common and civil law and equity, binding on or affecting the Person referred to in the context in which the word is used;

“**Liability**” or “**Liabilities**” means any and all debts, liabilities and obligations, whether accrued or fixed, absolute or contingent, matured or unmatured or determined or determinable, including, without limitation, those arising under any Law, under any contract, agreement, arrangement, commitment or undertaking or under any claim, action, suit, arbitration, inquiry, proceeding or investigation by or before any Governmental Entity;

“**Market Price**” means, at the time of issuance, the volume weighted average price (VWAP) per Purchaser Common Share on the Exchange on which the Common Shares may then be listed over the ten (10) days prior to such issuance, or, if the Common Shares or any other security in respect of which a determination of Market Price is being made are not listed on any stock exchange, the Market Price shall be determined by the directors, acting reasonably and in good faith, which determination shall be conclusive;

“**Material Adverse Change**” means a change, effect, circumstance or event that, individually or in the aggregate, is, or would reasonably be expected to be, material and adverse to the business, properties, assets, financial condition or results of operations of the Purchaser or the Vendor, with respect to the Purchased Assets, taken as a whole; provided, however, that no change, effect, circumstance or event, arising from or relating to any of the following, shall be deemed to constitute a Material Adverse Change, or shall be taken into account in determining whether a Material Adverse Change has occurred: (i) general political, economic or financial conditions in Canada, (ii) any adoption, implementation, change or proposed change in applicable Laws or IFRS (or in any interpretation of applicable Laws or IFRS), (iii) any natural disaster, terrorist attack, armed hostilities, military conflicts, or any governmental response to any of the foregoing, and (iv) the announcement of the execution of this Agreement or the implementation of any of the actions or transactions contemplated herein; provided, however, that the change, effect, circumstance or event referred to in (i), (ii) or (iii) does not disproportionately and adversely affect the Vendor, or the Purchaser, taken as a whole;

“**Operations**” means all activities of whatever kind or nature currently conducted by the Vendor or any of its Affiliates in connection with the exploration, development, and operation of the Acquired Property;

“**Orders**” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Entity or arbitrator;

“**Outside Date**” means December 31, 2021;

“**Parties**” means the Vendor and the Purchaser and any other Person who may become a party to this Agreement;

“**Permits**” means all permits, licences, leases, registrations, qualifications, certifications and other approvals required under applicable Laws from a Governmental Entity in connection with the Purchased Assets;

“**Permitted Encumbrances**” means (i) any inchoate right, lien or interest of a Governmental Entity, (ii) Encumbrances for taxes not yet due and payable and accrued in the ordinary course of business, (iii) statutory Encumbrances in favour of municipalities or public utilities, and (iv) servitudes, easements or other similar real property rights, as well as encroachments and other minor imperfections of title which do not impair, detract from the value of or impair the use of the Acquired Property in any material respect;

“**Person**” means a natural person, partnership, limited liability partnership, corporation, joint stock company, trust, unincorporated association, joint venture or other entity or Governmental Entity, and pronouns have a similarly extended meaning;

“**Purchase Price**” has the meaning specified in Section 3.1;

“**Purchased Assets**” means all of the Vendor’s rights, title and interest in, to and under all of the following:

- (a) the Acquired Property (including any freehold title, mining leases, mining concessions, mining claims or participating interests or other conventional property or proprietary interests or rights recognized in the State of Utah in respect thereof);
- (b) all Authorizations which are held by the Vendor and required for the conduct of the Operations as currently conducted or for the ownership and use of the Purchased Assets that are transferrable under Law;
- (c) all tailings, dams and similar property and structures on the Acquired Property; and
- (d) the Books and Records;

“**Purchaser**” means Golden Sun Mining Corp.;

“**Purchaser Common Share**” means the common shares in the capital of the Purchaser, as presently constituted;

“**Time of Closing**” means 9:00 a.m. (Vancouver time) on the Closing Date or such other time on the Closing Date as agreed to in writing by the Purchaser and the Vendor;

“**Vendor**” means, collectively, Beta Energy, along with its wholly-owned subsidiary, Voltaic; and

“**Voltaic**” means Voltaic Minerals (USA), Inc.

Section 1.2 Gender and Number.

Any reference in this Agreement or any Ancillary Agreement to gender includes all genders and words importing the singular number only shall include the plural and vice versa.

Section 1.3 Headings, etc.

The provision of a Table of Contents, the division of this Agreement into Articles and Sections and the insertion of headings are for convenient reference only and are not to affect its interpretation.

Section 1.4 Currency.

All references in this Agreement or any Ancillary Agreement to dollars, unless expressly otherwise indicated, are expressed in Canadian currency.

Section 1.5 Certain Phrases, etc.

In this Agreement and any Ancillary Agreement (i) (A) the words “including” and “includes” mean “including (or includes) without limitation”, and (B) the phrase “the aggregate of”, “the total of”, “the sum of”, or a phrase of similar meaning means “the aggregate (or total or sum), without duplication, of”, and (ii) in the computation of periods of time from a specified date to a later specified date, unless otherwise expressly stated, the word “from” means “from and including” and the words “to” and “until” each mean “to but excluding”.

Section 1.6 Knowledge.

Where any representation or warranty contained in this Agreement or any Ancillary Agreement is expressly qualified by reference to the knowledge of the Vendor, it shall be deemed to refer to the knowledge of the Vendor. The Vendor confirms that it has made due and diligent inquiry of such Persons (including appropriate officers of the Vendor) as it considers necessary as to the matters that are the subject of the representations and warranties.

Section 1.7 Accounting Terms.

All accounting terms not specifically defined in this Agreement shall be interpreted in accordance with IFRS.

Section 1.8 Incorporation of Schedules.

The schedules attached to this Agreement shall, for all purposes of this Agreement, form an integral part of it.

**ARTICLE 2
PURCHASED ASSETS****Section 2.1 Purchased Assets.**

Subject to the terms and conditions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor on the Closing Date, effective as of

the Time of Closing, the Purchased Assets free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE 3 PURCHASE PRICE

Section 3.1 Purchase Price.

The aggregate purchase price (the “**Purchase Price**”) payable by the Purchaser to the Vendor for the Purchased Assets shall be as follows:

- (a) on the Closing Date, the Purchaser shall issue to Beta Energy 1,000,000 Purchaser Common Shares (the “**Initial Consideration Shares**”) at a deemed price of \$0.25 per Purchaser Common Share; and
- (b) at any time within twenty-four (24) months following the Closing Date, the Purchaser shall issue to Beta Energy \$950,000 worth of Purchaser Common Shares (the “**Additional Consideration Shares**”, and together with the Initial Consideration Shares, the “**Consideration Shares**”) at a deemed price equal to the Market Price, either in a single or multiple tranches, provided, however, that each respective tranche must be comprised of at least \$100,000 worth of Purchaser Common Shares.

Section 3.2 Leak Out and Legend.

- (a) The Initial Consideration Shares shall be subject to a leak out restriction, whereby Beta Energy shall be not be able to sell or trade any of the Initial Consideration Shares until the date that is six (6) months after the Closing Date, subject to, in all cases, applicable securities laws. Beta Energy acknowledges that the Purchaser may place such restrictive legends on any certificates evidencing the Consideration Shares as may be necessary to reflect the application of any such restrictions on resale.
- (b) The Additional Consideration Shares shall be subject to a leak out restriction, whereby Beta Energy shall be not be able to sell or trade any of the Additional Consideration Shares until the date that is six (6) months after the date of issuance for each respective tranche, and subject to, in all cases, applicable securities laws. Beta Energy acknowledges that the Purchaser may place such restrictive legends on any certificates evidencing the Consideration Shares as may be necessary to reflect the application of any such restrictions on resale.

Section 3.3 Resale Restrictions / No Market.

Beta Energy acknowledges and agrees that the Consideration Shares will be subject to restrictions on resale prescribed by applicable securities laws, and that these restrictions will limit the ability of Beta Energy to trade the Consideration Shares for a period of four-months-and-one-day following the date of issuance. The Vendor understands and acknowledges that no public market now exists for any of the Consideration Shares issued by the Company and that the Company has made no assurances that a public market will ever exist for the Consideration Shares.

ARTICLE 4
REPRESENTATIONS AND WARRANTIES OF THE VENDOR

Section 4.1 Representations and Warranties of the Vendor.

The Vendor represents and warrants as follows to the Purchaser and acknowledges and confirms that the Purchaser is relying upon the representations and warranties in connection with the purchase by the Purchaser of the Purchased Assets:

Corporate Matters

- (a) **Incorporation.** Beta Energy is a corporation incorporated and existing under the laws of British Columbia. Voltaic is a corporation incorporated and existing under the laws of State of Nevada.
- (b) **Qualification.** The Vendor has the corporate power to own and operate its property, carry on its business and enter into and perform its obligations under this Agreement. The Vendor is duly qualified or authorized to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business.
- (c) **Validity of Agreement.** The execution, delivery and performance by the Vendor of this Agreement:
 - (i) has been duly authorized by all necessary corporate action on the part of the Vendor;
 - (ii) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, or allow any other Person to exercise any rights under, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected; and
 - (iii) will not result in a breach of, or cause the termination or revocation of, any Authorization held by the Vendor or necessary to the ownership of the Purchased Assets.
- (d) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Vendor and constitutes a legal, valid and binding obligation of the Vendor, enforceable against it in accordance with its terms, except insofar as enforceability may be limited by applicable bankruptcy, insolvency and other rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.
- (e) **No Other Agreements to Purchase.** Except for the Purchaser'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 the purchase or acquisition from the Vendor of any of the Purchased Assets.

- (f) **Residence of the Vendor.** Beta Energy is not a non-resident of Canada within the meaning of the *Income Tax Act* (Canada).

General Matters Relating to the Operations

- (g) **Compliance with Laws.** The Vendor is and has always been in compliance with all applicable Laws other than acts of non-compliance which would not, individually or in the aggregate, be material.
- (h) **Authorizations.** The Vendor owns, holds, possesses or lawfully uses in the operation of its business, all material Authorizations which are necessary for it to conduct the its business with respect to the Purchased Assets as presently or previously conducted, or for the ownership and use of the Purchased Assets and in compliance with all applicable Laws. Each Authorization is valid, subsisting and in good standing, the Vendor is not in default or breach of any Authorization and, to the knowledge of the Vendor, no proceeding is pending or threatened to revoke or limit any Authorization. All Authorizations are assignable to the Purchaser and renewable by their terms or in the ordinary course of business without the need for the Vendor or the Purchaser to comply with any special rules or procedures, agree to any materially different terms or conditions or pay any amounts other than routine filing fees.

Matters Relating to the Purchased Assets

- (i) **Sufficiency of Assets.** The Purchased Assets include all rights and property owned by Voltaic and used in the conduct of the Operations, and will be sufficient for the conduct of the Operations after Closing in substantially the same manner as conducted by the Vendor and its Affiliates prior to the Closing.
- (j) **Title to the Purchased Assets.** Voltaic has legal and beneficial ownership of the Purchased Assets free and clear of all Encumbrances except for Permitted Encumbrances.
- (k) **No Options, etc.** No Person has any written or oral agreement, option, understanding or commitment, or any right or privilege capable of becoming such for the purchase or other acquisition from the Vendor of any of the Purchased Assets.
- (l) **Acquired Property.**
 - (i) Schedule 1.1 sets forth a true and complete list of all mineral claims comprising the Acquired Property. Voltaic is, and immediately prior to Closing Voltaic will be, the sole owner of and holds valid and enforceable title to the applicable claims, free and clear of all Encumbrances except for Permitted Encumbrances. All such claims are in good standing, in full force and effect and, to the knowledge of the Vendor, have been located and maintained in accordance with applicable Laws;
 - (ii) no Person has any royalties encumbering any of the Acquired Property or any right to be granted any royalty in respect of the production of minerals from the Acquired Property;

- (iii) subject to any limitations imposed by applicable Law, the Vendor has access to the Acquired Property to enable it to explore for minerals and develop a mining project thereon, and the terms of the mineral titles comprising the Acquired Property and applicable Law permit full, legal, binding and valid consent to access the surface area covered by the Acquired Property and to carry out all actions contemplated under the scope of this Agreement;
- (iv) there is no actual, threatened or, to the knowledge of the Vendor, contemplated Claim or challenge relating to the property, nor to the knowledge of the Vendor, is there any basis therefor, and there is not presently outstanding against the Vendor, nor to the knowledge of the Vendor, against any previous owner of the Acquired Property or any Person who had an option or interest in respect of the Acquired Property, any judgment, decree, injunction, rule or order of any court, Governmental Entity or arbitrator which would have an effect upon the Acquired Property;
- (v) the Acquired Property does not lie within any legacy claim, crown grant, privately held mineral rights, protected area, rescued area, reserve, reservation, reserved area, environmental or historic protected area as designated by any Governmental Entity having jurisdiction, that would materially and adversely impair the exploration for minerals or other operations on the Acquired Property, and the Acquired Property does not lie within any other lands in which mineral rights cannot be acquired;
- (vi) neither the Vendor, nor to the knowledge of the Vendor, any previous owner of the Acquired Property or any Person who had an option or interest in respect of the Acquired Property, has notice, or knowledge of, any proposal to terminate or vary the terms of, or rights attaching to, the mineral titles comprising the Acquired Property from any Governmental Entity, of any challenge to the Vendor's right, title or interest in the Acquired Property or of any actual or alleged breach of any applicable Laws, and there are no orders, directions or actions relating to environmental matters requiring any work, repairs, construction or capital expenditures with respect to the Acquired Property or the conduct of the business related to the Acquired Property;
- (vii) all work or expenditure obligations applicable to the Acquired Property, all statements and reports of the work or expenditures all rentals, duties, taxes, assessments, payments, fees and other governmental charges applicable to, or imposed on, the mineral titles comprising the Acquired Property and any other requirements to be paid, satisfied or filed to keep the mineral titles comprising the Acquired Property in good standing have been paid, satisfied or filed and have satisfied the applicable Governmental Entity;
- (viii) the Vendor has all surface and other rights on or related to the Acquired Property as are reasonably necessary to carry out exploration activities on the Acquired Property;
- (ix) the Vendor has made available to the Purchaser all material maps, assays, surveys, drill logs, samples, metallurgical, geological, geophysical, geochemical and

engineering data and other operations records within its control (or the control of an Affiliate or any Person that conducted operations on behalf of the Vendor) in respect of the Acquired Property and all information supplied to the Purchaser or its advisors or its personnel in the course of the due diligence review in respect of the transactions contemplated by this Agreement, is to the knowledge of the Vendor, accurate and correct in all material aspects and does not contain any untrue statement of material fact or omit to state any material fact necessary in order to make the statements contained therein not misleading;

- (x) the Vendor has delivered to the Purchaser all technical information in its possession or control, and true and correct copies of all leases or other agreements relating to the Acquired Property.
- (xi) the Vendor has no Liabilities whether absolute, accrued, contingent or otherwise, and the Vendor will not incur any additional Liabilities whether absolute, accrued, contingent or otherwise, without the prior written approval of the Purchaser; and will not, on the Closing Date, have any Liabilities whether absolute, accrued, contingent or otherwise, owing to any Person;
- (xii) all operations conducted on the Acquired Property to the date of this Agreement by or on behalf of the Vendor, and to the knowledge of the Vendor, by or on behalf of any previous owner of the Acquired Property or any Person who had an option or interest in respect of the Acquired Property, have been conducted in all material respects in accordance with all applicable Laws and conditions on and relating to the Acquired Property are in compliance with applicable Laws, and no condition exists or event has occurred which, with or without notice or the passage of time or both, would constitute a violation of or give rise to material liability under any applicable Law;
- (xiii) there has been no spill, discharge, leak, emission, ejection, escape, dumping, or any release or threatened release of any kind, of any Hazardous Substance from, on, in or under the Acquired Property or into the environment, nor has any Hazardous Substance or waste been treated on or disposed of, or is located or stored on the Acquired Property, as a result of the activities by or on behalf of the Vendor, or to the knowledge of the Vendor, by or on behalf of any previous owner of the Acquired Property or any Person who had an option or interest in respect of the Acquired Property, except if expressly permitted by, and in compliance with, applicable Law;
- (xiv) the Vendor has the exclusive right to deal with the Acquired Property and there are no restrictions on the ability of the Vendor to use, transfer or exploit the foregoing, other than pursuant to Law; and
- (xv) the Vendor is not a party to any agreement containing farm-in or earn-in rights, rights of first refusal, rights of first offer or similar rights that would materially affect the Acquired Property. The Vendor has not received any notice from any Governmental Entity or any other person of any revocation, cancellation or termination or intention to revoke, cancel or terminate the interest of the Vendor in the Acquired Property.

Financial Matters

- (m) **Books and Records.** All accounting and financial Books and Records of the Vendor relating to the Purchased Assets have been fully, properly and accurately kept and completed in all material respects. The Books and Records and other data and or information relating to the Purchased Assets are not recorded, stored, maintained, operated or otherwise wholly or partly dependent upon or held by any means (including any electronic, mechanical or photographic process, whether computerized or not) which would not be available to a purchaser of the Purchased Assets in the ordinary course.
- (n) **No Liabilities.** To the knowledge of the Vendor, there are no liabilities affecting the Purchased Assets, whether or not accrued and whether or not determined or determinable, in respect of which the Purchaser may become liable on or after consummation of the transactions contemplated by this Agreement.

Particular Matters Relating to the Operations

- (o) **Environmental Matters.**
 - (i) Currently and since the date of acquisition of the Acquired Property by the Vendor, (A) the Vendor in connection with the Operations and the Acquired Property was in compliance with all applicable Environmental Laws, (B) the Vendor and each of its Affiliates has duly obtained all Permits necessary in connection with the Acquired Property, in compliance in all material respects with all Environmental Laws, all such Permits are in full force and effect and neither the Vendor nor any of its Affiliates is in default or breach of any such Permit, (C) neither the Vendor nor any of its Affiliates has received, since the acquisition of the Acquired Property by the Vendor, any written order, notice or other communication from any Governmental Entity in respect of the Acquired Property of any actual or threatened non-compliance with any Environmental Law which would give rise to any undischarged liability relating to the Acquired Property and (D) to the knowledge of the Vendor there are no pending or threatened Proceedings, reviews or investigations relating to the Vendor or any of its Affiliates in connection with the Operations or any of the Acquired Property arising under or in respect of any Environmental Law.
 - (ii) To the knowledge of the Vendor, there has been no release of Hazardous Substances in contravention of Environmental Law with respect to the Operations or the Acquired Property that has resulted in a Material Adverse Change and, to the knowledge of the Vendor, neither the Vendor nor any of its Affiliates, has received any notice under Environmental Laws that any Acquired Property have been contaminated with any Hazardous Substances which could reasonably be expected to result in a claim against the Purchaser, or a violation of Environmental Law or term of any Permit by the Vendor that could reasonably be expected to result in a Material Adverse Change. To the knowledge of the Vendor, all Hazardous Substances and other wastes, materials and substances used in whole or in part or in connection with or resulting from the Operations have been generated, disposed of, treated and stored in compliance with all Environmental Laws.

- (iii) The Vendor and each of its Affiliates is, in each case, in compliance with any rehabilitation and closure obligations, for which it is responsible pursuant to applicable Law, with respect to the Operations and the Acquired Property.
- (p) **Litigation.** There are no actions, suits or proceedings, at law or in equity, by any Person, nor any arbitration, administrative or other proceeding by or before (or to the best of the knowledge of the Vendor any investigation by) any Governmental Entity or securities exchange pending, or, to the best of the knowledge of the Vendor, threatened against or affecting the Vendor or any of the Purchased Assets, and the Vendor knows of no valid basis for any such action, suit, proceeding, arbitration or investigation. The Vendor is not subject to any judgment, order or decree entered in any lawsuit or proceeding with respect to any of the Purchased Assets.
- (q) **Full Disclosure.** Neither this Agreement nor any Ancillary Agreement to which the Vendor is a party contains any untrue statement of a fact in respect of the Vendor, the affairs, prospects, operations or condition of the Vendor or the Purchased Assets.

ARTICLE 5 REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

Section 5.1 Representations and Warranties of the Purchaser.

The Purchaser represents and warrants as follows to the Vendor and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with the sale by the Vendor of the Purchased Assets:

- (a) **Incorporation and Corporate Power.** The Purchaser is a corporation incorporated and existing under the laws of British Columbia and has the corporate power and authority to enter into and perform its obligations under this Agreement. The Purchaser is duly qualified or authorized to transact business and is in good standing (in respect of the filing of annual returns where required or other information filings under applicable corporations information legislation) in each jurisdiction in which such qualification is required, whether by reason of the ownership or leasing of property or the conduct of business.
- (b) **Validity of Agreement.** The execution, delivery and performance by the Purchaser of this Agreement:
 - (i) has been duly authorized by all necessary corporate action on the part of the Purchaser; and
 - (ii) does not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a breach or a violation of, or conflict with, any of the terms or provisions of its constating documents or by-laws or any contracts or instruments to which it is a party or pursuant to which any of its assets or property may be affected.
- (c) **Execution and Binding Obligation.** This Agreement has been duly executed and delivered by the Purchaser and constitutes a legal, valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms subject only to any limitation under applicable laws relating to (i) bankruptcy, insolvency, arrangement or other similar

laws of general application affecting creditors' rights, and (ii) the discretion that a court may exercise in the granting of equitable remedies.

- (d) **The Purchaser Common Shares.** The Consideration Shares to be issued pursuant to this Agreement will, upon issue, be issued as fully paid and non-assessable common shares of the Purchaser, issued in compliance with applicable securities laws, and the Vendor will be the registered holder of and will hold legal title to such common shares free and clear of all pre-emptive rights, mortgages, liens, charges, security interests, adverse claims, pledges and demands whatsoever, except as imposed by applicable securities laws.
- (e) **Share Capital.** The authorized capital of the Purchaser consists of an unlimited number of Purchaser Common Shares.
- (f) **Compliance with Laws.** The Purchaser is and has always been in compliance with all applicable Laws other than acts of non-compliance which would not, individually or in the aggregate, be material.
- (g) **Litigation.** There are no actions, suits or proceedings, at law or in equity, by any Person, nor any arbitration, administrative or other proceeding by or before (or to the best of the knowledge of the Purchaser any investigation by) any Governmental Entity or securities exchange pending, or, to the best of the knowledge of the Purchaser, threatened against or affecting the Purchaser, and the Purchaser knows of no valid basis for any such action, suit, proceeding, arbitration or investigation. The Purchaser is not subject to any judgment, order or decree entered in any lawsuit or proceeding with respect to its business or assets.
- (h) **Full Disclosure.** Neither this Agreement nor any Ancillary Agreement to which the Purchaser is a party contains any untrue statement of a fact in respect of the Purchaser, the affairs, prospects, operations or condition of the Purchaser, its business or assets.

ARTICLE 6 PRE-CLOSING COVENANTS OF THE PARTIES

Section 6.1 Conduct of Business Prior to Closing.

- (1) During the Interim Period, the Vendor will conduct the Operations in the ordinary course and the Purchaser will conduct its business in the ordinary course.
- (2) Without limiting the generality of Section 6.1(1) and without derogating from the obligation of the Vendor in Section 7.2(a), during the Interim Period the Vendor shall:
 - (a) Maintain the Purchased Assets in good state of repair and condition;
 - (b) Maintain all Books and Records in the usual, regular and ordinary manner;
 - (c) Use reasonable efforts consistent with past practice to retain possession and control of the Purchased Assets and preserve the confidentiality of any confidential or proprietary information related to the Purchased Assets; and

- (d) Conduct the Operations in such a manner that on the Closing Date, the representations and warranties of the Vendor contained in this Agreement shall be true, correct and complete as if such representations and warranties were made on and as of such date.

Section 6.2 Access for Due Diligence.

- (1) The Vendor shall (i) permit the Purchaser and its employees, agents, counsel, accountants or other representatives, between this date and the Closing, without undue interference to the ordinary conduct of business, to have reasonable access during normal business hours and upon reasonable notice to the Purchased Assets and, in particular to any information, including all Books and Records whether retained by the Vendor or otherwise; and (ii) furnish to the Purchaser or its employees, agents, counsel, accountants or other such representatives such financial and operating data and other information with respect to the Purchased Assets as the Purchaser shall from time to time reasonably request.
- (2) The Purchaser shall (i) permit the Vendor and its employees, agents, counsel, accountants or other representatives, between this date and the Closing, without undue interference to the ordinary conduct of business, to have reasonable access during normal business hours and upon reasonable notice to any information, including all Books and Records whether retained by the Purchaser or otherwise; and (ii) furnish to the Vendor or its employees, agents, counsel, accountants or other such representatives such financial and operating data and other information with respect to the Purchased Assets as the Vendor shall from time to time reasonably request.
- (3) No investigations made by or on behalf of the Purchaser or Vendor, whether under this Section 6.2 or any other provision of this Agreement or any Ancillary Agreement, shall have the effect of waiving, diminishing the scope of, or otherwise affecting any representation or warranty made in this Agreement or any Ancillary Agreement.

Section 6.3 Actions to Satisfy Closing Conditions.

- (1) The Vendor shall take all such actions as are within its power to control and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1 and Section 7.2 including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.
- (2) The Purchaser shall take all such actions as are within its power to control and to use its commercially reasonable efforts to cause other actions to be taken which are not within its power to control, so as to ensure compliance with all of the conditions set forth in Section 7.1 and Section 7.3 including ensuring that during the Interim Period and at Closing, there is no breach of any of its representations and warranties.

Section 6.4 Filings and Authorizations.

Each of the Vendor and the Purchaser, as promptly as practicable after the execution of this Agreement, will (i) make, or cause to be made, all such filings and submissions under all Laws applicable to it, as may be required for it to consummate the purchase and sale of the Purchased Assets in accordance with the terms of this Agreement, (ii) use all reasonable efforts to obtain, or cause to be obtained, all Authorizations necessary or advisable to be obtained by it in order to consummate such transfer, and (iii) use

all reasonable efforts to take, or cause to be taken, all other actions necessary, proper or advisable in order for it to fulfil its obligations under this Agreement. The Vendor and the Purchaser will coordinate and cooperate with one another in exchanging such information and supplying such assistance as may be reasonably requested by each in connection with the foregoing including, without limitation, providing each other with all notices and information supplied or filed with any Governmental Entity, and all notices and correspondence received from any Governmental Entity.

Section 6.5 Notice of Untrue Representation or Warranty.

The Vendor shall promptly notify the Purchaser, and the Purchaser shall promptly notify the Vendor, upon any representation or warranty made by it contained in this Agreement or any Ancillary Agreement becoming untrue or incorrect during the Interim Period and for the purposes of this Section 6.5 each representation and warranty shall be deemed to be given at and as of all times during the Interim Period. Any such notification shall set out particulars of the untrue or incorrect representation or warranty and details of any actions being taken by the Vendor or the Purchaser, as the case may be, to rectify that state of affairs.

Section 6.6 Exclusive Dealing.

During the Interim Period the Vendor shall not, directly or indirectly, solicit, initiate, or encourage any inquiries or proposals from, discuss or negotiate with, provide any non-public information to, or consider the merits of any inquiries or proposals from, any Person (other than Purchaser) relating to any transaction involving the sale of the Purchased Assets.

Section 6.7 Transfer Taxes.

The Vendor shall be liable for all applicable transfer taxes relating to the acquisition of the Purchased Assets (including any applicable sales tax).

**ARTICLE 7
CONDITIONS OF CLOSING**

Section 7.1 Mutual Conditions Precedent.

The respective obligations of the Parties to consummate the transactions contemplated hereby is subject to the following terms and conditions to be fulfilled prior to the Closing, which conditions are true conditions precedent:

- (a) **No Legal Action.** There shall not be in force any Law, ruling, order or decree, and there shall not have been any action taken under any Law or by any Governmental Entity or other regulatory authority that makes it illegal or otherwise directly or indirectly restrains, enjoins or prohibits the consummation of the transactions contemplated by this Agreement in accordance with the terms hereof or thereof or results or could reasonably be expected to result in a judgment, order, decree or assessment of damages, directly or indirectly, relating to the transactions contemplated by this Agreement;
- (b) **Termination.** This Agreement shall not have been terminated pursuant to Section 9.1 or Section 9.2.

The foregoing conditions are for the mutual benefit of the Parties and may be waived in respect of a Party, in whole or in part by such Party in writing at any time.

Section 7.2 Conditions for the Benefit of the Purchaser.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed prior to Closing, which conditions are for the exclusive benefit of the Purchaser and may be waived, in whole or in part, by the Purchaser in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Vendor contained in this Agreement or in any Ancillary Agreement shall have been true and correct as of the date of this Agreement and shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Vendor shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Purchaser of any of the representations and warranties of the Vendor which are contained in this Agreement or in any Ancillary Agreement. Upon the delivery of such certificates, the representations and warranties of the Vendor in Section 4.1 shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date;
- (b) **Performance of Covenants.** The Vendor shall have fulfilled or complied with all covenants contained in this Agreement and in any Ancillary Agreement to be fulfilled or complied with by it at or prior to the Closing, and the Vendor shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Purchaser of any of the covenants of the Vendor which are contained in this Agreement or any Ancillary Agreement;
- (c) **Deliveries.** The Vendor shall deliver or cause to be delivered to the Purchaser the following in form and substance satisfactory to the Purchaser, acting reasonably:
 - (i) certified copies of all resolutions of the board of directors of the Vendor approving the entering into and completion of the transaction contemplated by this Agreement and the Ancillary Agreements;
 - (ii) the certificates referred to in Section 7.2(a) and Section 7.2(b);
 - (iii) the Books and Records;
 - (iv) all necessary deeds, conveyances, assurances, transfers (electronically and otherwise), and assignments and any other instruments necessary or reasonably required to transfer the Purchased Assets to the Purchaser with a good and in marketable title, free and clear of all Encumbrances other than Permitted Encumbrances; and
 - (v) copies of all required third party consents and approvals to the transfer of the Purchased Assets to the Purchaser;
- (d) **Proceedings.** All corporate proceedings to be taken in connection with the transactions contemplated in this Agreement and any Ancillary Agreement shall be satisfactory in form

and substance to the Purchaser, acting reasonably, and the Purchaser shall have received copies of all instruments and other evidence as it may reasonably request in order to establish the consummation of such transactions and the taking of all necessary corporate proceedings in connection therewith; and

- (e) **Required Authorizations.** There is no requirement to make any filing with, give any notice to, or obtain any Authorization of, any Governmental Entity as a condition to the lawful completion of the transactions contemplated by this Agreement.

Section 7.3 Conditions for the Benefit of the Vendor.

The purchase and sale of the Purchased Assets is subject to the following conditions to be fulfilled or performed prior to the Closing, which conditions are for the exclusive benefit of the Vendor and may be waived, in whole or in part, by the Vendor in its sole discretion:

- (a) **Truth of Representations and Warranties.** The representations and warranties of the Purchaser contained in this Agreement and in any Ancillary Agreement shall be true and correct as of the Closing Date with the same force and effect as if such representations and warranties had been made on and as of such date and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver of the representations and warranties of the Purchaser which are contained in this Agreement or any Ancillary Agreement. Upon delivery of such certificates, the representations and warranties of the Purchaser in Section 5.1 shall be deemed to have been made on and as of the Closing Date with the same force and effect as if made on and as of such date;
- (b) **Performance of Covenants.** The Purchaser shall have fulfilled or complied with all covenants contained in this Agreement and in any Ancillary Agreement to be fulfilled or complied with by it at or prior to the Closing and the Purchaser shall have executed and delivered a certificate of a senior officer to that effect. The receipt of such certificate and the Closing shall not constitute a waiver by the Vendor of the covenants of the Purchaser which are contained in this Agreement or any Ancillary Agreement);
- (c) **Deliveries.** The Purchaser shall deliver or cause to be delivered to the Vendor the following in form and substance satisfactory to the Vendor, acting reasonably:
 - (i) certified copies of all resolutions of the board of directors of the Purchaser approving the entering into and completion of the transactions contemplated by this Agreement and the Ancillary Agreements;
 - (ii) certificates representing the Initial Consideration Shares duly registered in the name of the Beta Energy; and
 - (iii) the certificates referred to in Section 7.3(a) and Section 7.3(b); and
- (d) **Proceedings.** All corporate proceedings to be taken in connection with the transactions contemplated in this Agreement and any Ancillary Agreement shall be reasonably satisfactory in form and substance to the Vendor, acting reasonably, and the Vendor shall have received copies of all the instruments and other evidence as it may reasonably request

in order to establish the consummation of such transactions and the taking of all corporate proceedings in connection therewith.

ARTICLE 8 CLOSING

Section 8.1 Date, Time and Place of Closing.

- (1) Subject to compliance with the terms and conditions hereof, the transfer of the Purchased Assets shall be deemed to take effect as at the Time of Closing (a) on the date that is five (5) Business Days after the date on which the last of the conditions set forth in Article 7 (other than any such conditions which by their terms are not capable of being satisfied until the Closing Date, but subject to the satisfaction or waiver of those conditions at the Closing) is satisfied or waived, or (b) on such other date as the Vendor and the Purchaser may mutually agree, provided that the Closing Date shall occur no later than the Outside Date. The date on which the Closing actually occurs is referred to herein as the “Closing Date”.
- (2) The completion of the transaction of purchase and sale contemplated by this Agreement shall take place electronically on the Closing Date or at such place, on such other date and at such time as may be agreed upon in writing between the Vendor and the Purchaser.

Section 8.2 Closing Procedures.

Subject to satisfaction or waiver by the relevant Party of the conditions of closing, at the Closing, the Vendor shall transfer the Purchased Assets to the Purchaser and upon such delivery the Purchaser shall issue the Initial Consideration Shares in accordance with Section 3.1(a).

ARTICLE 9 TERMINATION

Section 9.1 Termination by Purchaser.

If any of the conditions set forth in Section 7.2 have not been fulfilled or waived at or prior to Closing or any obligation or covenant of the Vendor to be performed at or prior to Closing has not been observed or performed by such time, the Purchaser may terminate this Agreement by notice in writing to the Vendor, and in such event the Purchaser shall be released from all obligations hereunder save and except for its obligations under Section 11.3 and Section 11.4 which shall survive. The Vendor shall only be released from its obligations hereunder if the condition or conditions for the non-performance of which the Purchaser has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Vendor. If the Purchaser waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation, or covenant in whole or in part.

Section 9.2 Termination by Vendor.

If any of the conditions set forth in Section 7.3 have not been fulfilled or waived at or prior to Closing or any obligation or covenant of the Purchaser to be performed at or prior to Closing has not been observed or performed by such time, the Vendor may terminate this Agreement by notice in writing to the Purchaser, and in such event the Vendor shall be released from all obligations hereunder save and except

for its obligations under Section 11.3 and Section 11.4 which shall survive. The Purchaser shall only be released from its obligations hereunder if the condition or conditions for the non-performance of which the Vendor has terminated this Agreement are not reasonably capable of being performed or caused to be performed by the Purchaser. If the Vendor waives compliance with any of the conditions, obligations or covenants contained in this Agreement, the waiver will be without prejudice to any of its rights of termination in the event of non-fulfilment, non-observance or non-performance of any other condition, obligation or covenant in whole or in part.

Section 9.3 Other Termination Rights.

This Agreement may, by notice in writing given prior to or on the Closing Date, be terminated:

- (a) by the mutual written agreement of the Vendor and the Purchaser; or
- (b) by the Purchaser or the Vendor if the Closing has not occurred by the Outside Date.

and, in such event, each Party shall be released from all obligations under this Agreement, save and except for its obligations under Section 11.3 and Section 11.4 which shall survive.

Section 9.4 Effect of Termination.

Each Party's right of termination under this Article 9 is in addition to any other rights it may have under this Agreement or otherwise, and the exercise of a right of termination will not be an election of remedies. Nothing in Article 9 shall limit or affect any other rights or causes of action either the Purchaser or the Vendor may have with respect to the representations, warranties, covenants and indemnities in its favour contained in this Agreement.

**ARTICLE 10
POST-CLOSING COVENANTS**

Section 10.1 Confidentiality.

After the Closing, the Vendor will keep confidential all information in its possession or under its control relating to the Purchased Assets unless (i) such information is or becomes generally available to the public other than as a result of a disclosure by the Vendor in violation of this Agreement or (ii) the Vendor is required to disclose such information by applicable Laws, any Governmental Entity or the policies of an Exchange in connection with any Exchange listing of the Vendor.

Section 10.2 Further Assurances.

From time to time after the Closing Date, each Party shall, at the request of any other Party, execute and deliver such additional conveyances, transfers and other assurances as may be reasonably required to effectively transfer the Purchased Assets to the Purchaser and carry out the intent of this Agreement and any Ancillary Agreement.

Section 10.3 Technical Advisor.

Following Closing, the Vendor will provide the Purchaser with reasonable access to its technical advisors, engineers and geologists with prior experience involving the Acquired Property. The Vendor will

invoice the Purchaser for the provision of such services at a rate equivalent to the out-of-pocket cost to the Vendor.

Section 10.4 Area of Interest.

For a period of 24 months following Closing, in the event the Vendor acquires, directly or indirectly, any interest in any mineral property situated within the area comprising the Area of Interest, the Vendor shall offer the Purchaser in writing the right to acquire such acquired interest in exchange for reimbursement of the Vendor's direct and indirect acquisition costs. The Purchaser shall have 30 days after receipt of such offer from the Vendor to accept such offer and 90 days after receipt of such offer to reimburse such costs.

**ARTICLE 11
MISCELLANEOUS**

Section 11.1 Notices.

Any notice, direction or other communication given under this Agreement or any Ancillary Agreement shall be in writing and given by delivering it or sending it by email, facsimile or other similar form of recorded communication addressed:

(a) to the Vendor at:

Contact information redacted.

(b) to the Purchaser at:

Contact information redacted.

Any such communication shall be deemed to have been validly and effectively given (i) if personally delivered, on the date of such delivery if such date is a Business Day and such delivery was made prior to 4:00 p.m. (Vancouver time) and otherwise on the next Business Day, or (ii) if transmitted by email or similar means of recorded communication on the business day following the date of transmission. Any Party may change its address for service from time to time by notice given in accordance with the foregoing and any subsequent notice shall be sent to such Party at its changed address.

Section 11.2 Time of the Essence.

Time shall be of the essence of this Agreement.

Section 11.3 Brokers.

The Vendor shall indemnify and save harmless the Purchaser from and against any and all claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Vendor. The Purchaser shall indemnify and save harmless the Vendor from and against any and all claims, losses and costs whatsoever for any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for the Purchaser.

Section 11.4 Expenses.

Except as otherwise expressly provided in this Agreement, all costs and expenses (including the fees and disbursements of legal counsel, investment advisers and accountants) incurred in connection with this Agreement, the Ancillary Agreements and the transactions contemplated therein shall be paid by the Party incurring such expenses.

Section 11.5 Amendments.

This Agreement may only be amended, supplemented or otherwise modified by written agreement signed by the Vendor and the Purchaser.

Section 11.6 Waiver.

- (1) No waiver of any of the provisions of this Agreement or any Ancillary Agreement shall be deemed to constitute a waiver of any other provision (whether or not similar); nor shall such waiver be binding unless executed in writing by the Party to be bound by the waiver.
- (2) No failure on the part of the Vendor or the Purchaser to exercise, and no delay in exercising any right under this Agreement shall operate as a waiver of such right; nor shall any single or partial exercise of any such right preclude any other or further exercise of such right or the exercise of any other right.

Section 11.7 Non-Merger.

Except as otherwise expressly provided in this Agreement, the covenants, representations and warranties shall not merge on and shall survive the Closing and, notwithstanding such Closing or any investigation made by or on behalf of any Party, shall continue in full force and effect. Closing shall not prejudice any right of one Party against any other Party in respect of anything done or omitted under this Agreement or in respect of any right to damages or other remedies.

Section 11.8 Joint and Several Liability of Vendor

Each Vendor shall be jointly and severally liable for the rights, covenants, obligations, agreements, warranties and representations of each other Vendor as contained herein and the actions of any person (including another Vendor) or third party shall in no way affect such joint and several liability.

Section 11.9 Entire Agreement.

This Agreement together with the Ancillary Agreements constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings, negotiations and discussions, whether oral

or written, of the Parties. There are no representations, warranties, covenants, conditions or other agreements, express or implied, collateral, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein and therein and neither the Vendor nor the Purchaser has relied or is relying on any other information, discussion or understanding in entering into and completing the transactions contemplated in this Agreement and the Ancillary Agreements. If there is any conflict or inconsistency between the provisions of this Agreement and the provisions of any Ancillary Agreement, the provisions of this Agreement shall govern. For greater certainty, this Agreement replaces and supersedes the Original Agreement.

Section 11.10 Successors and Assigns.

- (1) This Agreement shall become effective when executed by the Vendor and the Purchaser and after that time shall be binding upon and enure to the benefit of the Vendor, the Purchaser and their respective successors and permitted assigns.
- (2) Except as provided in this Section 11.10, neither this Agreement nor any of the rights or obligations under this Agreement shall be assignable or transferable by any Party without the prior written consent of the other Party.

Section 11.11 Severability.

If any provision of this Agreement shall be determined by an arbitrator or any court of competent jurisdiction to be illegal, invalid or unenforceable, that provision shall be severed from this Agreement and the remaining provisions shall continue in full force and effect.

Section 11.12 Governing Law.

This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein. The Parties irrevocably attorn to the jurisdiction of the courts of British Columbia and The Supreme Court of Canada.

Section 11.13 Counterparts.

This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute one and the same instrument.

[Signature page to follow.]

IN WITNESS WHEREOF the Parties have executed this Amended and Restated Asset Purchase Agreement.

BETA ENERGY CORP.

By: Signature redacted.

VOLTAIC MINERALS (USA), INC.

By: Signature redacted.

GOLDEN SUN MINING CORP.

By: Signature redacted.

**SCHEDULE 1.1
ACQUIRED PROPERTY**

Claim Name	Serial Number	TWP/RGE	Section	Quadrant	Date of Location	Case Disposition
GE 1	UT101389391	26S/19E	11	NW	1/31/2016	ACTIVE
GE 2	UT101389392	26S/19E	11	NE	1/31/2016	ACTIVE
GE 3	UT101389393	26S/19E	11	SE	1/31/2016	ACTIVE
GE 1B	UT101632448	26S/19E	11	NW	1/25/2018	ACTIVE
GE 1A	UT101856539	26S/19E	11	NW	3/20/2017	ACTIVE
GE 1C	UT101856540	26S/19E	11	SW	3/20/2017	ACTIVE
GE 1D	UT101856541	26S/19E	11	NW	3/20/2017	ACTIVE
GE 1E	UT101856542	26S/19E	11	NW	3/20/2017	ACTIVE
GE 1F	UT101856543	26S/19E	11	NW	3/20/2017	ACTIVE
GE 1G	UT101856544	26S/19E	11	SW	3/20/2017	ACTIVE
GE 2A	UT101856545	26S/19E	11	NE	3/20/2017	ACTIVE
GE 2B	UT101856546	26S/19E	11	NE	3/20/2017	ACTIVE
GE 2C	UT101856547	26S/19E	11	SE	3/20/2017	ACTIVE
GE 2D	UT101856548	26S/19E	11	NE	3/20/2017	ACTIVE
GE 2E	UT101856549	26S/19E	11	NE	3/20/2017	ACTIVE
GE 2F	UT101856550	26S/19E	11	NE	3/20/2017	ACTIVE
GE 2G	UT101856551	26S/19E	11	SE	3/20/2017	ACTIVE
GE 3A	UT101856552	26S/19E	11	SE	3/20/2017	ACTIVE
GE 3B	UT101856553	26S/19E	11	SE	3/20/2017	ACTIVE
GE 3D	UT101857526	26S/19E	11	SE	3/20/2017	ACTIVE
GE 3E	UT101857527	26S/19E	11	SE	3/20/2017	ACTIVE
GE 3F	UT101857528	26S/19E	11	SE	3/20/2017	ACTIVE
GE 18C	UT101859925	26S/19E	11	NW	3/20/2017	ACTIVE
GE 4	UT101389394	26S/19E	12	SW	1/31/2016	ACTIVE
GE 5	UT101389395	26S/19E	12	SE	1/31/2016	ACTIVE
GE 4A	UT101857530	26S/19E	12	SW	3/19/2017	ACTIVE
GE 4B	UT101857531	26S/19E	12	SW	3/19/2017	ACTIVE
GE 4D	UT101857533	26S/19E	12	SW	3/19/2017	ACTIVE
GE 4E	UT101857534	26S/19E	12	SW	3/19/2017	ACTIVE
GE 4F	UT101857535	26S/19E	12	SW	3/19/2017	ACTIVE
GE 5A	UT101857537	26S/19E	12	SE	3/19/2017	ACTIVE
GE 5B	UT101857538	26S/19E	12	SE	3/19/2017	ACTIVE
GE 5D	UT101857540	26S/19E	12	SE	3/19/2017	ACTIVE
GE 5E	UT101858703	26S/19E	12	SE	3/19/2017	ACTIVE
GE 5F	UT101858704	26S/19E	12	SE	3/19/2017	ACTIVE
GE 11	UT101389401	26S/19E	13	NW	1/31/2016	ACTIVE
GE 12	UT101389402	26S/19E	13	NE	1/31/2016	ACTIVE
GE 18	UT101470589	26S/19E	13	SW	2/1/2016	ACTIVE
GE 19	UT101470590	26S/19E	13	SE	2/1/2016	ACTIVE
GE 11A	UT101737596	26S/19E	13	NW	3/19/2017	ACTIVE
GE 11B	UT101737597	26S/19E	13	NW	3/20/2017	ACTIVE
GE 11C	UT101737598	26S/19E	13	SW	3/19/2017	ACTIVE
GE 11D	UT101737599	26S/19E	13	NW	3/19/2017	ACTIVE
GE 11E	UT101737600	26S/19E	13	NW	3/19/2017	ACTIVE
GE 11F	UT101739528	26S/19E	13	NW	3/19/2017	ACTIVE
GE 11G	UT101739529	26S/19E	13	SW	3/19/2017	ACTIVE
GE 12A	UT101739530	26S/19E	13	NE	3/19/2017	ACTIVE
GE 12B	UT101739531	26S/19E	13	NE	3/18/2017	ACTIVE
GE 12C	UT101739532	26S/19E	13	SE	3/18/2017	ACTIVE
GE 12D	UT101739533	26S/19E	13	NE	3/19/2017	ACTIVE
GE 12E	UT101739534	26S/19E	13	NE	3/20/2017	ACTIVE
GE 12F	UT101739535	26S/19E	13	NE	3/19/2017	ACTIVE
GE 12G	UT101739536	26S/19E	13	SE	3/19/2017	ACTIVE
GE 4C	UT101857532	26S/19E	13	NW	3/19/2017	ACTIVE
GE 4G	UT101857536	26S/19E	13	NW	3/19/2017	ACTIVE
GE 5C	UT101857539	26S/19E	13	NE	3/19/2017	ACTIVE
GE 5G	UT101858705	26S/19E	13	NE	3/19/2017	ACTIVE
GE 18A	UT101859923	26S/19E	13	SW	3/19/2017	ACTIVE

GE 18B	UT101859924	26S/19E	13	SW	3/19/2017	ACTIVE
GE 18D	UT101859926	26S/19E	13	SW	3/19/2017	ACTIVE
GE 18E	UT101859927	26S/19E	13	SW	3/19/2017	ACTIVE
GE 18F	UT101859928	26S/19E	13	SW	3/19/2017	ACTIVE
GE 19A	UT101859930	26S/19E	13	SE	3/18/2017	ACTIVE
GE 19B	UT101859931	26S/19E	13	SE	3/18/2017	ACTIVE
GE 19D	UT101859933	26S/19E	13	SE	3/19/2017	ACTIVE
GE 19E	UT101859934	26S/19E	13	SE	3/19/2017	ACTIVE
GE 19F	UT101859935	26S/19E	13	SE	3/19/2017	ACTIVE
GE 10	UT101389400	26S/19E	14	NE	1/31/2016	ACTIVE
GE 17	UT101470588	26S/19E	14	SE	2/1/2016	ACTIVE
GE 10A	UT101737589	26S/19E	14	NE	3/19/2017	ACTIVE
GE 10B	UT101737590	26S/19E	14	NE	3/19/2017	ACTIVE
GE 10C	UT101737591	26S/19E	14	SE	3/19/2017	ACTIVE
GE 10D	UT101737592	26S/19E	14	NW	3/20/2017	ACTIVE
GE 10E	UT101737593	26S/19E	14	NE	3/20/2017	ACTIVE
GE 10F	UT101737594	26S/19E	14	NE	3/20/2017	ACTIVE
GE 10G	UT101737595	26S/19E	14	SE	3/20/2017	ACTIVE
GE 3C	UT101856554	26S/19E	14	NE	3/19/2017	ACTIVE
GE 3G	UT101857529	26S/19E	14	NE	3/20/2017	ACTIVE
GE 17A	UT101858741	26S/19E	14	SE	3/19/2017	ACTIVE
GE 17B	UT101858742	26S/19E	14	SE	3/19/2017	ACTIVE
GE 17D	UT101858744	26S/19E	14	SE	3/20/2017	ACTIVE
GE 17E	UT101859920	26S/19E	14	SE	3/20/2017	ACTIVE
GE 17F	UT101859921	26S/19E	14	SE	3/20/2017	ACTIVE
GE 21	UT101470592	26S/19E	23	NE	2/1/2016	ACTIVE
GE 21A	UT101739552	26S/19E	23	NE	3/19/2017	ACTIVE
GE 21B	UT101739553	26S/19E	23	NE	3/19/2017	ACTIVE
GE 21C	UT101739785	26S/19E	23	SE	3/19/2017	ACTIVE
GE 21D	UT101739786	26S/19E	23	NE	3/19/2017	ACTIVE
GE 21E	UT101739787	26S/19E	23	NE	3/19/2017	ACTIVE
GE 21F	UT101739788	26S/19E	23	NE	3/19/2017	ACTIVE
GE 21G	UT101739789	26S/19E	23	SE	3/19/2017	ACTIVE
GE 17C	UT101858743	26S/19E	23	NE	3/19/2017	ACTIVE
GE 17G	UT101859922	26S/19E	23	NE	3/19/2017	ACTIVE
GE 22	UT101470593	26S/19E	24	NW	2/1/2016	ACTIVE
GE 23	UT101470594	26S/19E	24	NE	2/1/2016	ACTIVE
GE 25	UT101470596	26S/19E	24	SE	2/1/2016	ACTIVE
GE 22A	UT101739790	26S/19E	24	NW	3/19/2017	ACTIVE
GE 22B	UT101739791	26S/19E	24	NW	3/19/2017	ACTIVE
GE 22C	UT101739792	26S/19E	24	SW	3/19/2017	ACTIVE
GE 22D	UT101739793	26S/19E	24	NW	3/19/2017	ACTIVE
GE 22E	UT101739794	26S/19E	24	NW	3/19/2017	ACTIVE
GE 22F	UT101739795	26S/19E	24	NW	3/19/2017	ACTIVE
GE 22G	UT101739796	26S/19E	24	SW	3/19/2017	ACTIVE
GE 23A	UT101739797	26S/19E	24	NE	3/18/2017	ACTIVE
GE 23B	UT101739798	26S/19E	24	NE	3/18/2017	ACTIVE
GE 23C	UT101739799	26S/19E	24	SE	3/18/2017	ACTIVE
GE 23D	UT101739800	26S/19E	24	NE	3/19/2017	ACTIVE
GE 23E	UT101855380	26S/19E	24	NE	3/19/2017	ACTIVE
GE 23F	UT101855381	26S/19E	24	NE	3/19/2017	ACTIVE
GE 23G	UT101855382	26S/19E	24	SE	3/19/2017	ACTIVE
GE 25A	UT101855390	26S/19E	24	SE	3/18/2017	ACTIVE
GE 25B	UT101855391	26S/19E	24	SE	3/18/2017	ACTIVE
GE 25D	UT101855393	26S/19E	24	SE	3/19/2017	ACTIVE
GE 25E	UT101855394	26S/19E	24	SE	3/19/2017	ACTIVE
GE 25F	UT101855395	26S/19E	24	SE	3/19/2017	ACTIVE
GE 18G	UT101859929	26S/19E	24	NW	3/20/2017	ACTIVE
GE 19C	UT101859932	26S/19E	24	NE	3/18/2017	ACTIVE
GE 19G	UT101859936	26S/19E	24	NE	3/19/2017	ACTIVE
GE 25C	UT101855392	26S/19E	25	NE	3/18/2017	ACTIVE
GE 25G	UT101855396	26S/19E	25	NE	3/19/2017	ACTIVE
GE 6	UT101389396	26S/20E	7	SW	1/31/2016	ACTIVE
GE 7	UT101389397	26S/20E	7	SE	1/31/2016	ACTIVE

GE 6A	UT101858706	26S/20E	7	SW	3/18/2017	ACTIVE
GE 6B	UT101858707	26S/20E	7	SW	3/18/2017	ACTIVE
GE 6D	UT101858709	26S/20E	7	SW	3/18/2017	ACTIVE
GE 6E	UT101858710	26S/20E	7	SW	3/18/2017	ACTIVE
GE 6F	UT101858711	26S/20E	7	SW	3/18/2017	ACTIVE
GE 7A	UT101858713	26S/20E	7	SE	3/18/2017	ACTIVE
GE 7B	UT101858714	26S/20E	7	SE	3/18/2017	ACTIVE
GE 7D	UT101858716	26S/20E	7	SE	3/18/2017	ACTIVE
GE 7E	UT101858717	26S/20E	7	SE	3/18/2017	ACTIVE
GE 7F	UT101858718	26S/20E	7	SE	3/18/2017	ACTIVE
GE 8	UT101389398	26S/20E	8	SW	1/31/2016	ACTIVE
GE 9	UT101389399	26S/20E	8	SE	1/31/2016	ACTIVE
GE 8F	UT101737580	26S/20E	8	SW	3/18/2017	ACTIVE
GE 9A	UT101737582	26S/20E	8	SE	3/17/2017	ACTIVE
GE 9B	UT101737583	26S/20E	8	SE	3/17/2017	ACTIVE
GE 9D	UT101737585	26S/20E	8	SE	3/17/2017	ACTIVE
GE 9E	UT101737586	26S/20E	8	SE	3/17/2017	ACTIVE
GE 9F	UT101737587	26S/20E	8	SE	3/17/2017	ACTIVE
GE 8A	UT101858720	26S/20E	8	SW	3/18/2017	ACTIVE
GE 8B	UT101858721	26S/20E	8	SW	3/18/2017	ACTIVE
GE 8D	UT101858723	26S/20E	8	SW	3/18/2017	ACTIVE
GE 8E	UT101858724	26S/20E	8	SW	3/18/2017	ACTIVE
GE 15	UT101389405	26S/20E	17	NW	1/31/2016	ACTIVE
GE 16	UT101389406	26S/20E	17	NE	1/31/2016	ACTIVE
GE 8G	UT101737581	26S/20E	17	NW	3/18/2017	ACTIVE
GE 9C	UT101737584	26S/20E	17	NE	3/17/2017	ACTIVE
GE 9G	UT101737588	26S/20E	17	NE	3/17/2017	ACTIVE
GE 8C	UT101858722	26S/20E	17	NW	3/18/2017	ACTIVE
GE 15A	UT101858727	26S/20E	17	NW	3/18/2017	ACTIVE
GE 15B	UT101858728	26S/20E	17	NW	3/18/2017	ACTIVE
GE 15C	UT101858729	26S/20E	17	SW	3/18/2017	ACTIVE
GE 15D	UT101858730	26S/20E	17	NW	3/18/2017	ACTIVE
GE 15E	UT101858731	26S/20E	17	NW	3/18/2017	ACTIVE
GE 15F	UT101858732	26S/20E	17	NW	3/18/2017	ACTIVE
GE 15G	UT101858733	26S/20E	17	SW	3/18/2017	ACTIVE
GE 16A	UT101858734	26S/20E	17	NE	3/17/2017	ACTIVE
GE 16B	UT101858735	26S/20E	17	NE	3/17/2017	ACTIVE
GE 16C	UT101858736	26S/20E	17	SE	3/17/2017	ACTIVE
GE 16D	UT101858737	26S/20E	17	NE	3/17/2017	ACTIVE
GE 16E	UT101858738	26S/20E	17	NE	3/17/2017	ACTIVE
GE 16F	UT101858739	26S/20E	17	NE	3/17/2017	ACTIVE
GE 16G	UT101858740	26S/20E	17	SE	3/17/2017	ACTIVE
GE 13	UT101389403	26S/20E	18	NW	1/31/2016	ACTIVE
GE 14	UT101389404	26S/20E	18	NE	1/31/2016	ACTIVE
GE 20	UT101470591	26S/20E	18	SW	2/1/2016	ACTIVE
GE 13A	UT101739537	26S/20E	18	NW	3/18/2017	ACTIVE
GE 13B	UT101739538	26S/20E	18	NW	3/18/2017	ACTIVE
GE 13C	UT101739539	26S/20E	18	SW	3/18/2017	ACTIVE
GE 13D	UT101739540	26S/20E	18	NW	3/18/2017	ACTIVE
GE 13E	UT101739541	26S/20E	18	NW	3/18/2017	ACTIVE
GE 13F	UT101739542	26S/20E	18	NW	3/18/2017	ACTIVE
GE 13G	UT101739543	26S/20E	18	SW	3/18/2017	ACTIVE
GE 14A	UT101739544	26S/20E	18	NE	3/19/2017	ACTIVE
GE 14B	UT101739545	26S/20E	18	NE	3/18/2017	ACTIVE
GE 14C	UT101739546	26S/20E	18	SE	3/18/2017	ACTIVE
GE 14D	UT101739547	26S/20E	18	NE	3/18/2017	ACTIVE
GE 14E	UT101739548	26S/20E	18	NE	3/18/2017	ACTIVE
GE 20E	UT101739549	26S/20E	18	SW	3/18/2017	ACTIVE
GE 20F	UT101739550	26S/20E	18	SW	3/18/2017	ACTIVE
GE 6C	UT101858708	26S/20E	18	NW	3/18/2017	ACTIVE
GE 6G	UT101858712	26S/20E	18	NW	3/18/2017	ACTIVE
GE 7C	UT101858715	26S/20E	18	NE	3/18/2017	ACTIVE
GE 7G	UT101858719	26S/20E	18	NE	3/18/2017	ACTIVE
GE 14F	UT101858725	26S/20E	18	NE	3/18/2017	ACTIVE

GE 14G	UT101858726	26S/20E	18	SE	3/18/2017	ACTIVE
GE 20A	UT101859937	26S/20E	18	SW	3/18/2017	ACTIVE
GE 20B	UT101859938	26S/20E	18	SW	3/18/2017	ACTIVE
GE 20D	UT101859940	26S/20E	18	SW	3/18/2017	ACTIVE
GE 24	UT101470595	26S/20E	19	NW	2/1/2016	ACTIVE
GE 26	UT101470597	26S/20E	19	SW	2/1/2016	ACTIVE
GE 20G	UT101739551	26S/20E	19	NW	3/18/2017	ACTIVE
GE 24A	UT101855383	26S/20E	19	NW	3/18/2017	ACTIVE
GE 24B	UT101855384	26S/20E	19	NW	3/18/2017	ACTIVE
GE 24C	UT101855385	26S/20E	19	SW	3/18/2017	ACTIVE
GE 24D	UT101855386	26S/20E	19	NW	3/18/2017	ACTIVE
GE 24E	UT101855387	26S/20E	19	NW	3/19/2017	ACTIVE
GE 24F	UT101855388	26S/20E	19	NW	3/18/2017	ACTIVE
GE 24G	UT101855389	26S/20E	19	SW	3/18/2017	ACTIVE
GE 26A	UT101855397	26S/20E	19	SW	3/18/2017	ACTIVE
GE 26B	UT101855398	26S/20E	19	SW	3/18/2017	ACTIVE
GE 26D	UT101855400	26S/20E	19	SW	3/18/2017	ACTIVE
GE 20C	UT101859939	26S/20E	19	NW	3/18/2017	ACTIVE
GE 26E	UT101859941	26S/20E	19	SW	3/18/2017	ACTIVE
GE 26F	UT101859942	26S/20E	19	SW	3/18/2017	ACTIVE
GE 26C	UT101855399	26S/20E	30	NW	3/18/2017	ACTIVE
GE 26G	UT101859943	26S/20E	30	NW	3/18/2017	ACTIVE