

MINERAL PROPERTY PURCHASE AND SALE AGREEMENT

THIS AGREEMENT is dated as of the 9th day of November, 2020.

BETWEEN: **BEARING LITHIUM CORP.**

810-789 West Pender St.
Vancouver BC V6C 1H2

(the “Vendor”)

AND:

HAPUNA VENTURES INC.

Bentall 3, Suite 2900, 595 Burrard Street
PO Box 49130, Vancouver, BC
V7X 1J5

(the “Purchaser”)

WHEREAS:

- A. The Vendor is the legal and beneficial owner of 81 lode mining claims totaling approximately 1620 acres in Esmeralda County, located in the State of Nevada and known as the FLV Claims (defined as the “Property” herein); and
- B. The Purchaser wishes to purchase from the Vendor, and the Vendor wishes to sell to the Purchaser, all of the Vendor’s right, title and interest in and to the Property, on the terms and conditions herein set forth.

THEREFORE THIS AGREEMENT WITNESSES that in consideration of the mutual premises and covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement, the following defined terms shall have the following meanings, unless the context otherwise requires:

“**Adverse Interest**” means any lien, charge, encumbrance, agreement, Legal Proceeding or other adverse challenge, claim, dispute, right or interest of any nature or kind whatsoever, including but not limited to any civil, criminal, regulatory, administrative or third party challenge, claim, dispute, right or interest in and to the title, ownership, access, quiet possession, usage, production or economic entitlements of or from the Property or the Vendor, including but not limited to third party claims, back- in rights, royalties, production payments or in specie distribution rights, whether based in contract, in law or in equity.

“**Business Authorization**” means any concession, claim, agreement, registration, permit, license, consent, authorization, approval and other qualification issued or granted by any competent regulatory authority or other person that is necessary for the Vendor to explore, operate or otherwise carry on any business or operations as presently and proposed to be operated and carried on with respect to the Property.

“**BLM**” means the Bureau of Land Management.

“**Closing**” has the meaning set out in section 8.1 hereof, being the completion of the purchase and sale of the Property and other transactions contemplated herein.

“**Corruption Law**” means, collectively, all applicable anti-corruption laws to which the Vendor may be subject, including for greater certainty the *Corruption of Foreign Public Officials Act* (Canada), the *Foreign Corrupt Practices Act* (United States), the *Extractive Sector Transparency Measures Act* (Canada).

“**Environmental Laws**” means all applicable laws in respect of the protection of the natural environment or the public, occupational health or safety, and the manufacture, importation, transportation, storage, handling, use, treatment, disposal, release, discharge or remediation of Hazardous Substances.

“**Existing Agreements**” mean all of the contracts, agreements and understandings entered into by the Vendor (or any predecessor) pertaining in any way to the Property, as listed in Schedule “B” hereto.

“**Hazardous Substances**” means any solid, liquid, gas, odour, heat, radiation, sound, vibration or combination of them that may harm or impair the natural environment, injure or damage plant or animal life or property, or harm or impair the health of any individual and includes any contaminant, waste, substance or material defined by Environmental Law as hazardous, toxic or dangerous or any other substance or material prohibited, regulated or reportable pursuant to any Environmental Law.

“**Legal Proceeding**” means any claim, demand, action, cause of action, litigation, suit, inquiry, investigation, complaint, grievance, notice, application, hearing, arbitration or other civil, criminal, regulatory or administrative proceeding or similar proceeding, by or before any court or regulatory or administrative agency, authority or tribunal and includes any judgement, decree, order or other ruling in respect thereof, any review or appeal thereof and any application for leave for review or appeal thereof.

“**Property Qualification**” means any Business Authorization, agreement, registration, permit, license, consent, approval or other qualification issued or granted by the BLM and appropriate regulatory authority or other person having an interest in the Property (including but not limited to those persons having access rights, or water, timber or other natural resource rights in the Property) necessary for the Vendor to conduct exploration, development, drilling, exploitation and other activities on the Property as presently and proposed to be carried on.

“**Property**” means the exploration licences, lode mining claims, mining leases, mining easements, and other property interests set out in Schedule “A” hereto and all rights, benefits and interests derived therein, therefrom and thereby of any nature or kind whatsoever, including but not limited to any form of mineral and/or lode mining claim, concession, tenure, lease, license or other property interest in substitution or replacement thereof.

“**Transfer Documents**” means any and all deeds of title, assignments, conveyance documents, forms and other instruments and documents necessary to duly and validly record and effect with the BLM or other relevant regulatory and administrative agencies and authorities and third parties the due and valid assignment, transfer and conveyance from the Vendor to the Purchaser of the Property.

1.2 For the purposes of this Agreement, unless the context otherwise requires:

- (a) Persons. A reference to an individual shall include corporations, partnerships, trusts and other artificial business entities and vice versa; a reference to a gender shall include the opposite

gender; and any reference to a particular form or type of artificial business entity shall include all other forms and types of artificial business entities interchangeably.

- (b) Number. A reference to the singular in number shall include the plural and vice versa.
- (c) Currency. A reference to currency shall refer to lawful currency of Canada.
- (d) Calculation of Time. A reference to a business day shall refer to a day on which banks are ordinarily open for business in Vancouver, British Columbia. A reference to time shall refer to Pacific Time. If a date or the last day of a period for performing an act referred to herein ends on a day that is not a business day, the date or the last day of the period for performing such act shall be extended to the end of the next succeeding business day.
- (e) Statutes and Laws. A reference to a statute or "laws" shall include all rules, regulations, notices, orders, policies and other instruments made pursuant thereto, and all amendments, re-enactments and replacements thereof from time to time.
- (f) Divisions and Headings. The division of this Agreement into articles, sections, paragraphs and other sub-divisions, and the use of headings, is for convenience only and shall not affect the construction or interpretation, or be used to limit the effect, of any of the terms and conditions of this Agreement.
- (g) Schedules. The Schedules and all exhibits and forms attached hereto and otherwise referred to therein are deemed to be incorporated herein and form part hereof.
- (h) Herein, etc. The words "herein", "hereunder" and "hereof" and words of similar import refer to this Agreement as a whole and not any particular article, section, paragraph or subdivision hereof.
- (i) Best Knowledge. A reference to the best knowledge of a party and words of similar import shall mean the actual knowledge of the party and that which should have been known after diligent and reasonable inquiry.
- (j) Ambiguity. The parties agree that each of them has participated in the drafting hereof and any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the construction or interpretation of this Agreement.

2. PURCHASE AND SALE

2.1 On and subject to the terms and conditions hereof, the Purchaser shall purchase from the Vendor, and the Vendor shall sell, assign, transfer and convey to the Purchaser, all of the Vendor's right, title and interest in and to the Property, for and in consideration of (the "**Purchase Price**"):

- (i) the payment by the Purchaser to the Vendor of the sum of C\$50,000; and
- (ii) the issuance of 100,000 common shares in the capital stock of the Purchaser;
- (iii) the assumption by the Purchaser of all of the Vendor's obligations under the Existing Agreements.

2.2 This Agreement and the completion of the transactions contemplated herein are subject to a number of and conditions precedent; and the parties agree to use their commercially reasonable efforts to satisfy such conditions precedent as soon as possible after execution of this Agreement.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Purchaser hereby represents and warrants to the Vendor, and acknowledges and agrees that the Vendor is relying upon the accuracy of same in connection with its sale of the Property and the completion of the other transactions contemplated herein, that as at the date hereof and at the Closing:

- (a) the Purchaser is duly and validly incorporated, organized and subsisting and in good standing under the laws of its jurisdiction of formation, and has all requisite corporate power, capacity and authority to own, lease and otherwise hold the Property and to otherwise carry on its business as presently conducted;
- (b) there is no bankruptcy, insolvency, liquidation, winding-up or other similar proceeding in progress, pending or threatened by or against the Purchaser before any court or regulatory or administrative agency, authority or tribunal;
- (c) the Purchaser has or prior to the Closing will have, the legal power, capacity and competence and has or will have obtained all necessary approvals by its directors, shareholders, partners and others, including all governmental agencies and third parties, and has or will have taken all other necessary corporate and other actions and proceedings to authorize the entering into and execution of this Agreement and the taking of all actions required pursuant hereto;
- (d) the Purchaser is not a reporting issuer in any jurisdictions of Canada;
- (e) the Purchaser's common shares are not listed for trading on any stock exchange;
- (f) this Agreement has been duly and validly executed by the Purchaser and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms except that:
 - (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;
 - (ii) rights of indemnity and contribution hereunder may be limited under applicable law,
 - (iii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; and
 - (iv) a court may stay proceedings before them by virtue of equitable or statutory powers,

and the entering and execution of this Agreement and the taking of all actions required pursuant hereto does not conflict with, or constitute a violation, default or breach under, or accelerate the Purchaser's obligations or revoke its rights and privileges under, as applicable, any term or provision of its constating documents; any resolutions of its directors, shareholders or partners; any laws applicable to it or any agreement to which it is bound; or any judgement, decree or order to which it is named or is bound; and

- (g) there are no agreements or understandings entered into by the Purchaser entitling any person to receive or claim any commission, finder's fee or like payment against the Vendor in respect of this Agreement or any matter contemplated herein or hereby.

3.2 The Vendor hereby represents and warrants to the Purchaser, and acknowledges and agrees that the Purchaser is relying upon the accuracy of same in connection with its purchase of the Property from the Vendor and the completion of the other transactions contemplated herein, that as at the date hereof and the Closing:

- (a) the Vendor is duly and validly incorporated, organized and subsisting and in good standing under the laws of its jurisdiction of formation, and has all requisite corporate power, capacity and authority to own, lease and otherwise hold the Property and to otherwise carry on its business as presently conducted;
- (b) there is no bankruptcy, insolvency, liquidation, winding-up or other similar proceeding in progress, pending or threatened by or against the Vendor before any court or regulatory or administrative agency, authority or tribunal;
- (c) the Vendor has the legal power, capacity and competence and has obtained all necessary approvals by its directors, shareholders, partners and others, including all governmental agencies and third parties, and has taken all other necessary corporate and other actions and proceedings to authorize the entering into and execution of this Agreement and the taking of all actions required pursuant hereto;
- (d) this Agreement has been duly and validly executed by the Vendor and constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms except that:
 - (i) enforceability may be limited by bankruptcy, insolvency or other laws affecting creditors' rights generally;
 - (ii) rights of indemnity and contribution hereunder may be limited under applicable law,
 - (iii) equitable remedies, including the remedies of specific performance and injunctive relief, are available only in the discretion of the applicable court; and
 - (iv) a court may stay proceedings before them by virtue of equitable or statutory powers,and the entering into and execution of this Agreement and the taking of all actions required pursuant hereto does not conflict with, or constitute a violation, default or breach under, or accelerate the Vendor's obligations or revoke its rights and privileges under, as applicable, any term or provision of its constating documents; any resolutions of its directors, shareholders or partners; any laws applicable to it or the Property or any agreement to which it or the Property is bound (including any of the Property Qualifications); or any judgement, decree or order to which it is named or is bound;
- (e) there are no agreements or understandings entered into by the Vendor entitling any person to receive or claim any commission, finder's fee or like payment against the Purchaser in respect of this Agreement or any matter contemplated herein or hereby;
- (f) to the knowledge of the Vendor the Property has been duly and validly located, staked and recorded, and the Vendor holds legal, valid, subsisting and enforceable title in and to the Property;
- (g) each of the leases, easements and licences comprising the Property has been duly and validly granted and recorded with the applicable mining authority pursuant to all applicable Laws; are accurately described in Schedule "A" hereto; and the Vendor holds a 100% Interest in and to each of the lode claims comprising the Property free and clear of all liens, charges and encumbrances;
- (h) the Vendor has not violated any Corruption Laws in connection with its ownership or operation of the Property;
- (i) the Vendor currently holds the Business Authorizations described in Schedule "C" of this Agreement, which for greater certainty includes without limitations holding exclusive lode mineral claims as issued by the BLM, and has pending approval for the necessary or desirable Property Qualifications for access to the Property, to conduct exploration, development and

drilling activities on the Property, and to use the natural resources on or under the Property required for such activities, and without limiting the foregoing:

- (i) all the Business Authorizations described in Schedule "C" of this Agreement, have been duly and validly issued or granted, have been observed and complied with in all respects, and are valid, subsisting, enforceable and in good standing and in full force and effect; and
 - (ii) no Legal Proceeding is in effect or has been initiated, pending or threatened to cancel, revoke, suspend, amend or otherwise terminate or modify any of the Business Authorizations or create an Adverse Interest therein or thereby;
- (j) the Vendor has at all material times carried on its business and operations on the Property in compliance with all applicable laws and property rights, including but not limited to Environmental Laws, and the Vendor is not subject to and has not received notice of or is otherwise not aware of:
- (i) any Legal Proceeding that is in effect or has been initiated, pending or threatened in respect of the Vendor or the Property relating to a violation or alleged violation of any applicable laws or property rights; and
 - (ii) any fact, circumstance or condition at, on or under the Property or respecting its assets that could give rise to any Legal Proceeding, any Adverse Interest or any material liability under any applicable laws or property rights,
- and the Vendor has otherwise performed all work and other activities on the Property in accordance with all applicable laws and in a good, safe and workmanlike manner;
- (k) (i) no Hazardous Substances has been placed, held, located, used or disposed of, on, under or at any of the lands comprising the Property by any person, and (ii) no claim has ever been asserted and there are no present circumstances which could reasonably form the basis for the assertion of any claim against the Vendor for losses of any kind as a direct or indirect result of the presence on or under or the escape, seepage, leakage, spillage, discharge, emission or release from any of the Property of any Hazardous Substances;
- (l) the Vendor is not subject to and has not received notice of or is otherwise not aware of:
- (i) any Legal Proceeding that is in effect or has been initiated, pending or threatened in respect of the Vendor or the Property relating to compliance with, remedial orders under or potential liability under any Environmental Laws, including but not limited to those respecting the manufacture, importation, transportation, storage, handling, use, treatment, disposition, release, discharge, remediation or corrective action for Hazardous Substances, and
 - (ii) any environmental audit, assessment or other review that is in effect or has been initiated, pending or threatened in respect of the Property;
- (m) all environmental permits granted with respect to the Property are in good standing; the Vendor has complied with the terms thereof; there are no grounds upon which any of the Environmental Permits may be revoked or varied due to the Vendor failing to comply therewith or as a result of any such permit having been granted based on false or misleading information provided by the Vendor; and all Environmental Permits are sufficient for the Vendor to comply with all requirements under any Environmental Laws;
- (n) there is no litigation, claim or proceeding, including appeals or applications for review, in progress or pending or threatened against or relating to the Vendor or affecting the Property

before any domestic court, governmental department, commission, board, bureau or agency, or arbitration panel;

- (o) there are no royalties, fees or other amounts payable from production of minerals from the Property to any third party, other than royalties, fees and other amounts that may be payable to the government;
- (p) the Existing Agreements are, in all material respects, in good standing and in full force and effect and the Vendor is not aware of any material default by any party to any such Existing Agreements;
- (q) the Vendor has entered into valid and binding compensation agreements with the applicable landholders or surface right holders for each leases, easements and licences comprising the Property, and such agreements have been duly registered;
- (r) there are no approvals required from any third party to allow for Closing of the transactions contemplated herein,
- (s) there are no Legal Proceedings in effect, in progress, pending or threatened by or against the Vendor or otherwise affecting the Vendor, the Property or the Property Qualifications, nor any facts, circumstances or conditions that could constitute or give rise thereto or any Adverse Interest, including but not limited to any that could otherwise prevent, restrict or have an adverse effect on:
 - (i) the Vendor's ownership of the Property, the transfer of the Property to the Purchaser, or the Purchaser's ownership of the Property;
 - (ii) the parties' exclusive and quiet possession of the Property and ability to access the Property, to conduct exploration, development and drilling activities on the Property and to use the natural resources on the Property in furtherance of such activities;
 - (iii) the prospects, potential exploitation or economic value of the Property; or
 - (iv) the completion of the other transactions set out herein,

and without limiting the foregoing the Vendor is not aware of any current, pending or threatened Legal Proceeding that could result in the seizure, forfeiture or other loss of the Property or part thereof or of any right or interest therein or derived therefrom.

3.3 The representations and warranties made by the parties and contained in this Agreement or contained in any document or certificate given in order to carry out the transactions contemplated hereby, will survive the Closing for a period of two years and notwithstanding any investigation made by or on behalf of the parties.

4. OPERATIONS ON THE PROPERTY

4.1 The Property expressly includes, without limitation but subject to compliance with applicable laws, the following:

- (i) the exclusive right and license to explore, including all the necessary work on the ground and in the subsoil in order to discover, delineate and define areas containing deposits of mineral substances, through technical-scientific research, such as geological, geophysical, geochemical, including but not limited to drilling, sampling, analysis and metallurgical testing, pits, drilling, geological mapping, geochemical sampling, geophysical survey, diamond drilling, baseline study, reverse circulation drilling, structural and petro studies, reserve calculation, pre-feasibility study

and otherwise for the purpose of carrying out laboratory tests in the quantities and conditions permitted by state and federal regulations, excluding extraction of minerals for commercial purposes.

- (ii) unrestricted, non-exclusive use of all existing roads, airstrips or airports, landing strips, other transportation facilities, water, water rights, water crossings, stockpiles, buildings, structures, dumps, ditches, wells, drains, improvements and other man-made infrastructure at the Property (collectively, the “**Infrastructure**”);
- (iii) the non-exclusive right to construct, possess, use, maintain, repair, replace and relocate any facilities and Infrastructure on and in the Property as may be necessary, useful or convenient in connection with operations on the Property;
- (iv) the exclusive right and obligation to perform reclamation with respect to operations on the Property in conformance with all applicable local, state and federal laws; and
- (v) the right to apply for and take any and all other actions which are necessary or desirable in connection with or in support future exploration, development and mining activities on the Property.

4.2 Until the Closing, the Vendor:

- (a) shall conduct its business and operations in the normal and usual course of business consistent with past practices, and shall otherwise do and not omit to do any and all acts that are required to prevent an adverse change in the Property or the rights thereto, and shall in any case use its best efforts preserve the legality, validity, subsistence and enforceability of the Property and the rights thereto and keep same in full force and effect and in good standing at all times; and
- (b) shall not, and shall not permit or suffer any of its directors, officers, employees, consultants or agents, including investment bankers, attorneys and accountants, to directly or indirectly solicit, encourage, discuss or accept any offer for the sale of the Property or any part thereof or interest therein, whether as a primary or backup offer, or take any other action with the intent or reasonably foreseeable effect of leading to any commitment, agreement or understanding to sell the Property or any part thereof or interest therein, or otherwise frustrate the terms and conditions of this Agreement or the transactions contemplated hereby.

5. **MAINTENANCE OF PROPERTY**

5.1 Until Closing, the Vendor shall be responsible for filing all required documents and paying all required fees, taxes and rents for all of the concessions, lode claims, rights and agreements comprising the Property and for maintaining the Property in good standing; and following Closing the Purchaser will be solely responsible for the same.

5.2 Effective on signing of this Agreement until the Closing, both Parties shall keep the Property free and clear from all liens and encumbrances for labour, materials or other indebtedness of any kind. If, after notice, a Party fails to keep the Property free and clear of all liens, and encumbrances, the other may, without any obligation to do so and without waiving any default, pay any sums or take any action necessary to remove such lien or encumbrance and the defaulting Party shall pay to the other such sums expended, on demand.

6. **ADDITIONAL COVENANTS PRIOR TO CLOSING**

6.1 The Vendor shall file with the requisite agencies and authorities an assessment report with respect to the Vendor’s past work and expenditures on the Property, for purposes of recording the maximum work credits available from such work and expenditure on the Property.

6.2 Each party hereto hereby agrees to conduct its business and affairs and otherwise use its reasonable best efforts such that:

- (a) the respective party's representations and warranties herein contained remain true and correct in all material respects up to the Closing;
- (b) the respective party's covenants herein contained are performed in all material respects prior to and as at the Closing; and
- (c) the conditions herein contained, to the extent that such conditions are within the control or influence of the respective party, are observed and satisfied in all material respects prior to and as at the Closing.

7. CONDITIONS TO CLOSING

7.1 The Purchaser's obligation to complete the transactions contemplated herein are conditional upon the fulfillment of the following conditions as of the Closing:

- (a) the representations and warranties of the Vendor in this Agreement shall be true in all material respects as of the Closing;
- (b) the covenants of the Vendor and conditions for the benefit of the Purchaser in this Agreement to be performed, observed and satisfied prior to and as of the Closing shall have been performed, observed and satisfied in all material respects as of the Closing;
- (c) all required approvals for the transactions contemplated herein shall have been obtained;
- (d) the lode mining claims comprising the Property are all placed in good standing with the appropriate authorities by the Vendor through the filing of any outstanding reports, payment of fees and/or taxes, or as otherwise required under the terms of the concessions or other applicable regulations;
- (e) between the date hereof and the Closing, there exists no current, pending or threatened Legal Proceeding that has or could have the effect of preventing, restricting or placing conditions unacceptable to the Purchaser in its sole discretion on (i) the transfer from the Vendor to the Purchaser or the completion of any of the transactions contemplated herein, or (ii) the Purchaser's right to own and exploit the Property free and clear of all Adverse Interests; and
- (f) between the date hereof and the Closing, there has been no material adverse change in the Property, including but not limited to the Property Qualifications,

and the foregoing conditions shall be for the exclusive benefit of the Purchaser and may be waived by the Purchaser in whole or in part without prejudice to the non-fulfillment of any other conditions for the benefit of the Purchaser or any rights or remedies available to the Purchaser at law or in equity.

7.2 The Vendor's obligation to complete the transactions contemplated herein are conditional upon the fulfillment of the following conditions as of the Closing:

- (a) the representations and warranties of the Purchaser in this Agreement shall be true in all material respects as of the Closing;
- (b) the covenants of the Purchaser and conditions for the benefit of the Vendor in this Agreement to be performed, observed and satisfied prior to and as of the Closing shall have been performed, observed and satisfied in all material respects as of the Closing;

- (c) all required approvals for the transactions contemplated herein shall have been obtained including the approval of the Vendor's shareholders (if necessary); and
- (d) between the date hereof and the Closing, there exists no current, pending or threatened Legal Proceeding that has or could have the effect of preventing, restricting or placing conditions unacceptable to the Vendor in its sole discretion on (i) the transfer from the Vendor to the Purchaser of the Property or the completion of any of the transactions contemplated herein, or (ii) the Vendor's right to own and exploit the Property free and clear of all Adverse Interests;

and the foregoing conditions shall be for the exclusive benefit of the Vendor and may be waived by the Vendor in whole or in part without prejudice to the non-fulfillment of any other conditions for the benefit of the Vendor or any rights or remedies available to the Vendor at law or in equity.

8. CLOSING

8.1 The completion (the "**Closing**") of the purchase and sale of the Property and other transactions contemplated herein shall take place as soon as practicable after the satisfaction or waiver of all conditions specified herein, on such date and at such time as agreed by the parties; provided that if all the conditions precedent have not been satisfied or waived within 90 days following the date hereof, this Agreement will terminate unless extended by mutual agreement of the Parties.

8.2 At the Closing, the Purchaser shall deliver to the Vendor:

- (a) a certified cheque or wire transfer for \$50,000 specified in section 2.1(i) hereof;
- (b) share certificate representing 100,000 common shares of the Purchaser in the name of the Vendor; and
- (c) such other instruments and documents as may be reasonably requested by the Vendor to evidence or give effect to the contemplated herein or hereby.

8.3 At the Closing, the Vendor shall deliver to the Purchaser the Transfer Documents and such other instruments and documents as may be reasonably requested by the Purchaser to evidence the transfer of the Property to the Purchaser or give effect to the matters contemplated herein or hereby.

9. CONFIDENTIALITY

9.1 Up to date of Closing, the Purchaser acknowledges and agrees that all technical and other information concerning the Property directly or indirectly provided by the Vendor to it shall be treated as confidential information, and the Purchaser shall not copy, transmit, publish or otherwise disclose, disseminate or use such information, including but not limited to use in violation of insider trading, tipping and other provisions of applicable securities laws, without the express written consent of the Vendor or unless such information is or becomes available to the public other than by way of the Purchaser's breach of its confidentiality obligation hereunder.

10. TERMINATION

10.1 If, prior to Closing, a party hereto (the "**Defaulting Party**") is in default of a material provision of this Agreement (the "**Event of Default**"), the other party hereto (the "**Non-Defaulting Party**") may terminate this Agreement prior to Closing provided that:

- (a) the Non-Defaulting Party has provided to the Defaulting Party written notice of default specifying the particulars of the respective Event of Default;

- (b) the Defaulting Party has not within 30 days following receipt of such notice of default, either (i) cured the respective Event of Default or (ii) commenced to cure the respective Event of Default and otherwise proceeds to use its commercially reasonable efforts to prosecute same to completion without undue delay;
- (c) upon the Defaulting Party failing to comply with subsection (b), the Non-Defaulting Party has provided to the Defaulting Party written notice of termination to be effective 14 days after the date of such notice of termination; and
- (d) at the time that is 14 days after the date of such notice of termination, the respective Event of Default has not been cured or substantially cured.

10.2 If this Agreement is terminated prior to Closing, the Purchaser shall return to the Vendor all reports, maps, assay results, and other relevant technical data regarding the Property in its possession.

10.3 Notwithstanding any of the foregoing, if the Closing has not occurred on or before 90 days from the date of this Agreement, either party may terminate this Agreement by delivering a written notice of termination to the other party.

11. NOTICES

11.1 Any notice, communication or delivery required or permitted to be given shall be in writing and effected by personal delivery, electronic mail (with confirmed receipt) or by prepaid mail to:

- (a) If to the Purchaser at:
HAPUNA VENTURES INC.
Bentall 3, Suite 2900, 595 Burrard Street
PO Box 49130, Vancouver, BC
V7X 1J5 Canada
Attention: Steve Hanson
Email: steve@channelcapital.com
- (b) If to the Vendor at:
BEARING LITHIUM CORP.
810-789 West Pender St.
Vancouver BC V6C 1H2
Attention: Gilbert Playford
Email: gplayford@bearinglithium.com

and such shall be deemed to have been given (i) if effected by personal delivery or email transmission (with confirmed receipt), at the time of delivery or email receipt unless such occurs after the recipient's customary business hours in which case it shall be deemed to have been given on the next business day; and (ii) if effected by prepaid mail, on the fourth business day after mailing excluding all days on which postal service is disrupted.

12. GENERAL

12.1 **Fees and Expenses.** Each Party shall be responsible for all expenses incurred by it in connection with the preparation and fulfillment of this Agreement, including but not limited to the fees and expenses of their respective legal counsel, accountants, financial and investment advisors.

12.2 **Finder's Fees.** The Parties acknowledge that neither has entered into any agreement with a third party to pay any finder or advisory fee in connection with this Agreement.

12.3 **Entire Agreement and Further Assurances.** This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof. The parties shall from time to time prior to or after the Closing execute and deliver any and all such instruments and other documents and perform any and all such acts and other things as may be necessary or desirable to carry out the provisions and intent of this Agreement.

12.4 **Amendments and Waivers.** Any amendments hereto or waivers in respect hereof shall only be effective if made in writing and executed by the parties thereto. No waiver shall constitute a waiver of any other provision or act as a continuing waiver unless such is expressly provided for.

12.5 **Invalidity and Limitation.** The invalidity or unenforceability of any provision hereof shall not affect or impair the validity or enforceability of the remainder of the Agreement or any other provision hereof. In the event that any provision hereof is invalid or unenforceable in a given jurisdiction, that shall not affect the validity or enforceability of the provision in any other jurisdiction. The courts shall have the power to modify this Agreement, in a manner consistent with the intent of the parties, in order to limit the application of any such offensive provision to the maximum extent permitted by law.

12.6 **Time of the Essence.** Time is of the essence of this Agreement. Any failure to exercise any rights provided for hereunder shall not, in the absence of a waiver in accordance with the terms hereof, affect the subsequent enforcement of such right.

12.7 **Remedies Cumulative.** The rights and remedies of the parties under this Agreement are cumulative and in addition to and not in substitution for any rights or remedies provided by law. Any single or partial exercise by any party hereto of any right or remedy for default or breach of any term, covenant or condition of this Agreement does not waive, alter, affect or prejudice any other right or remedy to which such party may be lawfully entitled for the same or other default or breach.

12.8 **Governing Law and Dispute Resolution.** This Agreement shall be exclusively governed by and construed in accordance with the laws of British Columbia and the laws of Canada applicable therein. For the purposes of all legal proceedings, this Agreement shall be deemed to have been made and performed in British Columbia. In the event of any dispute hereunder, the parties agree to arbitration in Vancouver, British Columbia, in accordance with the then current practice, rules and procedures as are customary for transactions of this nature and otherwise determined by the parties acting reasonably and in good faith.

12.9 **Assignment and Enurement.** This Agreement and any rights herein or hereto shall not be assigned or otherwise transferred by any party hereto without the express written consent of the other parties hereto. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

12.10 **Counterparts and Delivery.** This Agreement may be executed and delivered in two or more counterparts and by facsimile. Each such counterpart and facsimile shall be deemed to form one and the same and an originally executed instrument, bearing the date set forth on the face page hereof notwithstanding the date of execution or delivery.

IN WITNESS WHEREOF the parties hereto have executed these presents as of the date first above written.

BEARING LITHIUM CORP.

HAPUNA VENTURES INC.

"signed"

"signed"

Authorized Signatory

Authorized Signatory

SCHEDULE "A"

Description of Property

The Property is located in Esmeralda County, Nevada approximately 170 miles northwest of Las Vegas, NV; 45 miles west-north-west of the county seat at Goldfield, NV and approximately 50 miles west-south-west of Tonopah, NV. The property mining claims are in T. 1 S., R. 36 E., Secs. 25, 26, 35 and 36; T. 1 S., R. 37 E., Secs. 29, 30, 31 and 32; T. 2 S., R. 36 E., Sec. 1 and T. 2 S., R. 37 E., Sec. 6, MDBM.

SCHEDULE "B"

Existing Agreements

NIL

SCHEDULE "C"

Business Authorizations

NIL