
ASSET PURCHASE AGREEMENT

RESPECTING THE KENA AND DAYLIGHT PROPERTY

ASSET PURCHASE AGREEMENT

THIS AGREEMENT made this 7th day of April, 2021 (the “**Execution Date**”).

BETWEEN:

WEST MINING CORP., a corporation incorporated under the laws of the Province of British Columbia (herein called the “**Purchaser**”)

and

APEX RESOURCES INC., a corporation incorporated under the laws of the Province of British Columbia (herein called the “**Vendor**”)

WHEREAS:

- A. The Vendor is the registered and beneficial owner of the Assets (as defined herein);
- B. The Vendor wishes to sell to Purchaser, and the Purchaser wishes to purchase from Vendor, the Assets, subject to the terms and conditions set forth herein;

NOW THEREFORE, in consideration of the mutual covenants and premises contained in this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged) the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement:

“**Act**” means the *Income Tax Act* (Canada);

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena, notice of assessment, notice or reassessment or investigation of any nature, civil, criminal, administrative, investigative, regulatory or otherwise, whether at law or in equity;

“**Affiliate**” when used to indicate a relationship with a specified Person, means a Person that directly, or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, such specified Person and a Person shall be deemed to be controlled by another Person if controlled in any manner whatsoever that results in control in fact by that other Person (or that other Person and any Person or Persons with whom that other Person is acting jointly or in concert), whether directly or indirectly. For the purposes of this definition, “control”, when used with respect to any specified Person, means the power to direct the management and policies of that Person directly or indirectly, whether through ownership of securities, by trust, by contract or otherwise; and the term “controlled” has a corresponding meaning; provided that, in any event, any Person that owns directly, indirectly or beneficially 50% or more of the securities having voting power for the election

of directors or other governing body of a corporation or 50% or more of the partnership interests or other ownership interests of any other Person will be deemed to control that Person;

“**Agreement**” means this agreement, including its recitals and all schedules attached hereto (if any), as amended from time to time;

“**Assets**” means the Property, the Books and Records, and any maps, drill core, samples, assays, geological and other technical reports, studies, designs, plans, intellectual property, and financial or other records related to the Property currently in the possession or under the control of the Vendor;

“**Books and Records**” means all technical, business and financial records, financial books and records of account, books, data, reports, files, lists, drawings, plans, logs, briefs, customer and supplier lists, deeds, certificates, contracts, surveys, title opinions or any other documentation and information in any form whatsoever (including written, printed, electronic or computer printout form) relating to a corporation and its business respecting the Assets;

“**Business Day**” means any day which is not a Saturday, a Sunday or a day observed as a holiday under the laws of the Province of British Columbia;

“**Canadian Securities Laws**” means, collectively, the applicable securities legislation and related rules, regulations, instruments and published policy statements of each of the applicable Provinces and Territories of Canada;

“**Closing**” means the actual transfer and delivery of the Assets by the Vendor to the Purchaser pursuant to the terms and conditions of this Agreement;

“**Cash Payments**” has the meaning attributed thereto in Section 2.2;

“**Closing Date**” means the date which is three Business Days after the date of receipt of Regulatory Approval, or such other date as mutually agreed to by the Parties;

“**CSE**” means the Canadian Securities Exchange;

“**CSE Approval**” means the approval of the CSE, if and as required, of this Agreement and the transaction contemplated herein;

“**Encumbrances**” means any encumbrance or restriction of any kind or nature whatsoever and howsoever arising (whether registered or unregistered) and includes a security interest, mortgage, easement, adverse ownership interest, defect on title, condition, right of first refusal, right of first offer, right-of-way, encroachment, building or use restriction, conditional sale agreement, hypothec, pledge, deposit by way of security, hypothecation, assignment, charge, security under sections 426 or 427 of the *Bank Act* (Canada), trust or deemed trust, voting trust or pooling agreement with respect to securities, any adverse claim, grant of any exclusive licence or sole licence, or any other right, option or claim of others of any kind whatsoever, and includes any agreement to give any of the foregoing in the future, and any subsequent sale or other title retention agreement or lease in the nature thereof, affecting the Corporation, the Purchased Shares or the Assets, with the exception of any existing encumbrances of the Purchased Shares between the Purchaser and Vendor;

“**Environmental Laws**” means all applicable Laws relating to the protection of the environment or to employee or public health and safety or that regulate, ascribe, provide for or pertain to liabilities or obligations in relation to the existence, use, production, manufacture, processing, distribution,

transport, handling, storage, removal, treatment, disposal or the Release of Hazardous Substances in the environment, including civil responsibility for acts or omissions with respect to the environment;

“**Execution Date**” has the meaning attributed thereto in the recitals of the Agreement;

“**GAAP**” means generally accepted accounting principles as set forth in the *CPA Canada Handbook – Accounting* for an entity that prepares its financial statements in accordance with Accounting Standards for Private Enterprises, at the relevant time, applied on a consistent basis;

“**Governmental Authority**” means: (a) any court, tribunal, judicial body or arbitral body or arbitrator; (b) any domestic or foreign government or supranational body or authority whether multinational, national, federal, provincial, territorial, state, municipal or local and any governmental agency, governmental authority, governmental body, governmental bureau, governmental department, governmental tribunal or governmental commission of any kind whatsoever; (c) any subdivision or authority of any of the foregoing; (d) any quasi-governmental or private body or public body exercising any regulatory, administrative, expropriation or taxing authority under or for the account of the foregoing; (e) any stock or securities exchange; and (f) any public utility authority;

“**Governmental Order**” means any order, writ, judgment, injunction, decree, stipulation, determination or award entered by or with any Governmental Authority;

“**Hazardous Substance**” means any waste or other substance or material that is regulated, listed, defined, designated or classified as, or otherwise determined to be, dangerous, hazardous, radioactive, explosive or toxic or a pollutant or a contaminant under or pursuant to any Environmental Laws or which could give rise to liability under any Environmental Laws;

“**Initial Cash Payment**” has the meaning attributed thereto in Section 2.2(a);

“**Law**” means any statute, law, ordinance, regulation, rule, instrument, code, order, constitution, treaty, common law, judgment, decree, other requirement or rule of law of any Governmental Authority;

“**Net Smelter Returns**” means the proceeds received by Purchaser from any smelter or other purchaser from the sale of any ores, concentrates or minerals produced from the Property after deducting from such proceeds the following charges only to the extent that they are not deducted by a smelter, a milling facility or other purchaser in computing the proceeds:

- a) the cost of transportation of the ores, concentrates or minerals from the Property to such smelter, milling facility or other purchaser, including insurance and related transport;
- b) any smelting, milling and refining charges, including penalties;
- c) marketing and insurance costs;

“**NSR**” has the meaning attributed thereto in Section 2.4;

“**Parties**” means, collectively, the Vendor and the Purchaser, and “**Party**” means any of them;

“**Payment Shares**” has the meaning attributed thereto in Section 2.2;

“**Permitted Encumbrances**” means:

- a) the Underlying NSRs;
- b) option agreement between 1994854 Alberta Ltd. and the Vendor dated September 23, 2016, as amended June 26, 2019;
- c) easements, rights of way, servitude and similar rights in land including, but not limited to, rights of way and servitude for highways and other roads, railways, sewers, drains, gas and oil pipelines, gas and water mains, electric power, telephone, telegraph or cable television conduits, poles, wires and cables which individually or in the aggregate do not materially interfere with the present use, operation or marketability of the Property;
- d) the right reserved to or vested in any Governmental Authority by the terms of any lease, licence, grant or permit forming part of the Property, or by any statutory provision, to terminate any such lease, licence, grant or permit or to require annual or other periodic payments as a condition of the continuance of them, as well as all other reservations, limitations, provisos and conditions in any original grant from Governmental Authorities, which are not material;
- e) the right of any Governmental Authority to levy Taxes on minerals or the revenue therefrom and governmental restrictions on production rates on the operation of a mine on the Property, as well as all other rights vested in any Governmental Authority to control or regulate the Property pursuant to applicable Laws; and
- f) any statutory liens, charges or other Encumbrances: for current Taxes not yet due and owing, assessments or governmental charges; or incurred, created and granted in the ordinary course of business to a public utility or Governmental Authority in connection with operations conducted with respect to the Property, but only to the extent those liens relate to costs for which payment is not yet due and owing;

“**Person**” means an individual, body corporate with or without share capital, partnership, joint venture, unincorporated association, syndicate, sole proprietorship, trust, pension fund, union, governmental agency, board, tribunal, ministry, commission or department and the heirs, beneficiaries, executors, legal representatives or administrators of an individual;

“**Property**” means the Kena and Daylight Gold-Copper Properties, as further described in Appendix I hereto;

“**Purchase Price**” has the meaning attributed thereto in Section 2.2;

“**Purchaser**” has the meaning attributed thereto in the recitals of this Agreement;

“**Purchaser Shares**” means the common shares in the capital of the Purchaser;

“**Regulatory Approval**” means, collectively, CSE Approval and TSXV Approval;

“**Representative**” means, with respect to any Person, any, and all, directors, officers, employees, consultants, financial advisors, lawyers, accountants and other agents of such Person;

“**Tax**” or “**Taxes**” means all taxes, surtaxes, duties, levies, imposts, fees, assessments, reassessments, withholdings, dues and other charges of any nature, imposed or collected by any Governmental Authority, whether disputed or not, including federal, provincial, territorial, state, municipal and local, foreign and other income, franchise, capital, real property, personal property, withholding,

payroll, health, transfer, value added, alternative, or add on minimum tax including HST/GST, sales, use, consumption, excise, customs, anti-dumping, countervail, net worth, stamp, registration, franchise, payroll, employment, education, business, school, local improvement, development and occupation taxes, duties, levies, imposts, fees, assessments and withholdings and Canada Pension Plan contributions, employment insurance premiums and all other taxes and similar governmental charges, levies or assessments of any kind whatsoever imposed by any Governmental Authority including any installment payments, interest, penalties or other additions associated therewith, whether or not disputed;

“**Termination Date**” has the meaning attributed thereto in Section 6.1;

“**TSXV**” means the TSX Venture Exchange;

“**TSXV Approval**” means the approval of the TSXV, if and as required, of this Agreement and the transaction contemplated herein;

“**Underlying NSRs**” means the following third party NSR royalties on certain claims comprising the Property: (a) Daylight Crown Grants – 3% NSR on gold and silver and 1.5% NSR on all other metals (subject to the right to purchase 66 2/3% of the NSR for \$1,000,000 upon or prior to commencement of commercial production and the issuance of 200,000 shares upon completion of a positive feasibility study); (b) Great Western Claim Group – 3% NSR on gold and silver and 1.5% NSR on all other metals (subject to the right to purchase 66 2/3% of the NSR for \$1,000,000 upon commencement of commercial production and the issuance of 20,000 shares upon completion of a positive feasibility study); (c) Starlight Crown Grants – 1% NSR (subject to the right to purchase the NSR for \$1,000,000 upon commencement of commercial production); (d) Tough Nut Claims - 3% NSR on gold and silver and 1.5% NSR on all other metals (subject to the right to purchase 66% of the NSR for \$2,000,000 upon commencement of production); and (e) Kena Claims - 3% NSR on gold and silver and 1.5% NSR on all other metals (subject to the right to purchase 50% of the NSR for the greater of 7,000 ounces gold or \$2,000,000); and

“**Vendor**” has the meaning attributed thereto in the recitals of this Agreement.

1.2 Time of the Essence

Time shall be of the essence of each provision of this Agreement. Any extension, waiver or variation of any provision of this Agreement shall not be deemed to affect this provision and there shall be no implied waiver of this provision.

1.3 Calculation of Time

Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends. Where the last day of any such time period is not a Business Day, such time period shall be extended to the next Business Day following the day on which it would otherwise end.

1.4 Business Days

Whenever any action to be taken or payment to be made pursuant to this Agreement would otherwise be required to be taken or made on a day that is not a Business Day, such action shall be taken or such payment shall be made on the first Business Day following such day.

1.5 Currency

Unless otherwise specified, all references to amounts of money in this Agreement refer to Canadian dollars.

1.6 Headings

The descriptive headings preceding articles and sections of this Agreement are inserted solely for convenience of reference and are not intended as complete or accurate descriptions of the content of such articles or sections. The division of this Agreement into articles and sections shall not affect the interpretation of this Agreement.

1.7 Plurals and Gender

Words in the singular include the plural and vice versa and words in one gender include all genders.

1.8 Statutory References

Any reference to a statute shall mean the statute in force as at the date of this Agreement (together with all regulations promulgated thereunder) as the same may be amended, re-enacted, consolidated or replaced from time to time, and any successor statute thereto, unless otherwise expressly provided.

ARTICLE 2 PURCHASE AND SALE OF ASSETS

2.1 Purchase and Sale of Assets

Subject to the terms and conditions of this Agreement, the Vendor hereby sells, transfers and absolutely assigns to Purchaser, the Assets, and the Purchaser hereby purchases and acquires the Assets.

2.2 Purchase Price

The aggregate consideration to be paid in respect of the Assets (collectively, the “**Purchase Price**”) shall be aggregate cash payments of \$300,000 (the “**Cash Payments**”) and the issuance of an aggregate of 1,500,000 Purchaser Shares (the “**Payment Shares**”) from the Purchaser to the Vendor, as follows:

- a) the Cash Payments shall be made as follows:
 - i. \$100,000 shall be payable on the Execution Date (the “**Initial Cash Payment**”); and
 - ii. \$200,000 shall be payable on the Closing Date; and
- b) the Payment Shares shall be issued on the Closing Date as follows:
 - i. 375,000 Payment Shares shall be subject to a four month hold period as described in Section 2.3 and legended accordingly;

- ii. 375,000 Payment Shares shall be subject to a four month hold period as described in Section 2.3 and shall be subject to a voluntary six month hold period and legended accordingly; and
- iii. 750,000 Payment Shares shall be subject to a four month hold period as described in Section 2.3 and shall be subject to a voluntary 12 month hold period and legended accordingly.

2.3 Payment Shares

The issuance of Payment Shares hereunder shall be subject to Canadian Securities Laws, any securities regulatory authority having jurisdiction, and the policies of the CSE, and the Payment Shares shall be subject to a four month hold period from their dates of issuance in accordance with Canadian Securities Laws and the policies of the CSE.

2.4 NSR Royalty

On the Closing Date, the Purchaser shall grant to the Vendor a 1.0% Net Smelter Returns royalty (“NSR”) on the Property. The Purchaser shall have the right to repurchase the NSR from the Vendor at any time prior to the commencement of Commercial Production by making a payment of \$500,000 to the Vendor.

2.5 Initial Cash Payment

Unless otherwise agreed to in writing by the Parties, if this Agreement is terminated in accordance with Section 6.1(a), (b) or (c), the Vendor shall be required to repay the Initial Cash Payment to the Purchaser on or before the date which is 30 days after the Termination Date.

ARTICLE 3 CLOSING ARRANGEMENTS

3.1 Transactions to be Effected at Closing

- a) At the Closing, the Purchaser shall deliver to the Vendor:
 - i. a cheque, bank draft or wire transfer in the amount of the Cash Payment to be made on the Closing Date;
 - ii. a certificate or DRS statement, as directed by the Vendor, representing the Payment Shares to be issued on the Closing Date, issued in the name of the Vendor or as the Vendor directs; and
 - iii. such other materials that are, in the opinion of the Purchaser, acting reasonably, required to be delivered by the Vendor in order for it to have met its obligations under this Agreement.
- b) At the Closing, the Vendor shall deliver to Purchaser:
 - i. all deeds of conveyance, bills of sale, transfers, assignments and assumptions, in form and content satisfactory to the Purchaser, appropriate to effectively vest a good and marketable title to the Assets in the Purchaser to the extent contemplated by this

Agreement, and immediately registrable in all places where registration of such instruments is required;

- ii. possession of the Assets, as applicable;
- iii. the Books and Records; and
- iv. such other materials that are, in the opinion of the Purchaser, acting reasonably, required to be delivered by the Vendor in order for it to have met its obligations under this Agreement.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

The Vendor hereby represents and warrants to the Purchaser (and acknowledges that the Purchaser is relying on the following representations and warranties in completing the transactions contemplated by this Agreement) that:

a) Corporate

- i. The Vendor is a corporation incorporated and validly existing under the laws of the Province of British Columbia and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution bankruptcy, insolvency, liquidation or winding up of the Vendor.
- ii. All corporate actions taken by the Vendor in connection with this Agreement have been duly authorized.
- iii. The Vendor has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority.
- iv. The Vendor has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by it, including the Assets, and to carry on its business as it has been and is currently conducted.

b) Vendor Authority

The Vendor has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations hereunder and the execution and delivery of this Agreement.

c) Binding Agreement, Validity of Transactions

This Agreement constitutes a legal, valid, and binding obligation of the Vendor, enforceable in accordance with its terms (subject, as to the enforcement of remedies, to bankruptcy, reorganization, insolvency, moratorium, and other laws relating to or affecting creditors' rights generally and subject to the availability of equitable remedies). The execution and delivery of this Agreement by the Vendor, the consummation of the transactions contemplated by this Agreement, and the fulfilment by the Vendor of its obligations under this Agreement will not

contravene or violate or result in the breach (with or without the giving of notice or lapse of time, or both) or acceleration of any obligations of the Vendor under any laws, statutes, ordinances, rules or regulations applicable to the Vendor; any judgment, order, writ, injunction, award or decree of any court or of any Governmental Authority which is presently applicable to the Vendor; or the provisions of any license, permit, approval, authorization, consent, agreement, arrangement or understanding to which the Vendor is a party or by which the Vendor is bound.

d) **Consents and Releases**

Except for TSXV Approval, no consent or release, approval or authorization of, or declaration, filing (other than administrative filings with Tax authorities, companies' registries and the like) or registration with any Governmental Authority is required to be made or obtained by the Vendor prior to, or as a condition of, the consummation of the transactions contemplated in this Agreement.

e) **Legal Proceedings**

There are no Actions pending, or to the Vendor's knowledge, threatened: (a) against or by the Vendor or any Affiliate of the Vendor affecting any of the Assets; or (b) against or by the Vendor or any Affiliate of the Vendor that challenges or seeks to prevent, enjoin or otherwise delay the transactions contemplated by this Agreement. No event has occurred or circumstances exist that may give rise to, or serve as a basis for, any such Action.

f) **The Property**

- i. The Vendor has acquired and holds beneficially a 100% registered (whether registered in the name of a previous owner, under its current name, or under a prior name) interest in the Property, free and clear of all Encumbrances except for Permitted Encumbrances.
- ii. The Vendor is in exclusive and peaceful possession of the Property.
- iii. The description of the Property set forth in Appendix I is true and correct.
- iv. Except for the Permitted Encumbrances, and the rights of the Purchaser under this Agreement, the Vendor has not done any act or suffered or permitted any action to be done whereby any Person may acquire any interest in or to the Property or minerals to be mined or removed from the Property.
- v. Except for the Permitted Encumbrances, no Person has any right under preferential, earn-in, royalty, pre-emptive or first purchase rights, options or otherwise to acquire any interest in the Property.
- vi. There is no actual, threatened or, contemplated Action or challenge relating to the Property, nor to the best of its information, knowledge and belief is there any basis therefor, and there is not presently outstanding against the Vendor or any of its Affiliates, any judgment, decree, injunction, rule or order of any court, Governmental Authority or arbitrator which would have a material adverse effect upon the Property.
- vii. To its knowledge, there are no Actions or rights being asserted by any Person, including without limitation any first nations or indigenous group, with respect to the Property.

- viii. Neither the Vendor nor any of its Affiliates has caused, permitted or allowed any Hazardous Substances to be released, stored, shipped, handled, treated, discharged, placed, escaped, leached or disposed of on, into, under or through the lands (including watercourses, improvements thereon and contents thereof) comprising the Property or nearby areas or breached the provisions of applicable Environmental Laws and, so far as it is aware, no Hazardous Substances or underground storage tanks are contained, harboured or otherwise present in or upon such lands (including watercourses, improvements thereon and contents thereof or nearby areas) and such lands have not been used at any time by any person as a landfill or waste disposal site.
- ix. All Taxes, assessments, rentals, levies and other payments, as well as all reports, relating to the Property and required to be made, performed and filed to and with any Governmental Authority in order to maintain the Property in good standing have been so made, performed or filed, as the case may be.
- x. The Property is in good standing and in compliance with all applicable Laws, including requirements pertaining to rehabilitation and/or restoration plans and associated financial guarantees and reclamation bonds, and any other applicable Laws.
- xi. There are no adverse Actions or challenges against, or to the ownership of, or title to, the Property or substances thereon, therein or therefrom nor to its knowledge, is there any basis therefor.
- xii. All necessary information and data (including, without limitation, all geological, geophysical and assay results and maps) concerning the Property and prior work carried out thereon within the Vendor's actual knowledge has been disclosed and provided to Purchaser.
- xiii. The Property and all operations thereon are and at all times have been in compliance in all material respects with all applicable Laws, including all Environmental Laws and are not causing or permitting any danger or liabilities with respect to the environment.
- xiv. The Vendor holds all Authorizations required in connection with its ownership of, and operation of, the Property.
- xv. To its knowledge, there are no Hazardous Substances located on, at, in or under the Property in violation or in excess of applicable limits pursuant to Environmental Laws.
- xvi. It has not received any notice of, whether written or oral, or communication relating to, any actual or alleged breach of or actual or potential liability pursuant to any Environmental Laws, and there are no outstanding or, to its knowledge, threatened Actions, work orders or actions required to be taken relating to environmental matters respecting the Property or any operations carried out thereon.
- xvii. It is not a party to or bound by any guarantee, indemnification, surety or similar obligation pertaining to the Property and, except for this Agreement, no agreements have been entered by the Vendor or any of its Affiliates, and any other Person with respect to the Property.

4.2 **Representations and Warranties of the Purchaser**

The Purchaser hereby represents and warrants to the Vendor (and acknowledges that the Vendor is relying on the following representations and warranties in completing the transactions contemplated by this Agreement) that:

a) **Corporate**

- i. The Purchaser is a corporation incorporated and validly existing under the laws of the Province of British Columbia and has not been discontinued or dissolved under such Laws. No steps or proceedings have been taken to authorize or require such discontinuance or dissolution or, to Purchaser's knowledge, the bankruptcy, insolvency, liquidation or winding up of the Purchaser.
- ii. All corporate actions taken by the Purchaser in connection with this Agreement has been duly authorized
- iii. The Purchaser has submitted all notices or returns of corporate information and other filings required by Law to be submitted by it to any Governmental Authority.
- iv. The Purchaser has the corporate power and capacity to own, operate or lease the properties and assets now owned, operated or leased by it and to carry on its business as it has been and is currently conducted.

b) **Authority**

The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to perform its obligations hereunder.

c) **Binding Agreement, Validity of Transactions**

This Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable in accordance with its terms (subject, as to the enforcement of remedies, to bankruptcy, reorganization, insolvency, moratorium, and other laws relating to or affecting creditors' rights generally and subject to the availability of equitable remedies). The execution and delivery of this Agreement by the Purchaser, the consummation of the transactions contemplated hereby and thereby, and the fulfilment by the Purchaser of its obligations hereunder will not contravene or violate or result in the breach (with or without the giving of notice or lapse of time, or both) or acceleration of any obligations of the Purchaser under: (a) any laws statutes, ordinances, rules or regulations applicable to the Purchaser;(b) any judgement, order, writ, injunction, award or decree of any court or of any Governmental Authority which is presently applicable to the Purchaser; or (c) the provisions of any license, permit, approval, authorization, consent, agreement, arrangement or understanding to which the Purchaser is a party or by which the Purchaser is bound.

d) **Capitalization**

- i. The authorized capital of the Purchaser consists of an unlimited number of common shares of which 50,883,200 are issued and outstanding.

- ii. On issuance, the Payment Shares will be duly authorized, validly issued, fully paid and non-assessable common shares of the Purchaser.

e) **Consents and Releases**

Except for CSE Approval (if applicable), no consent or release, approval or authorization of, or declaration, filing (other than administrative filings with Tax authorities, corporate registries and the like) or registration with any Governmental Authority is required to be made or obtained by the Purchaser prior to, or as a condition of, the consummation of the transactions contemplated in this Agreement.

4.3 Survival of Vendor's Representations and Warranties

The representations and warranties of the Vendor contained in this Agreement or in any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Purchaser for two years.

4.4 Survival of Purchaser's Representations and Warranties

The representations and warranties of the Purchaser contained in this Agreement or any document or certificate given pursuant to this Agreement shall survive the Closing for the benefit of the Vendor for two years.

**ARTICLE 5
ADDITIONAL COVENANTS**

5.1 Confidentiality

From and after the Closing, each Party shall, and shall cause its Affiliates to, hold, and shall use its reasonable best efforts to cause its or their respective Representatives to hold, in confidence any and all information, whether written or oral, concerning this Agreement, except to the extent that the Party can show that such information: (a) is generally available to, and known by, the public through no fault of the Party, any of its Affiliates or any of their respective Representatives; or (b) is lawfully acquired by the Party, any of its Affiliates or any of their respective Representatives from sources that are not prohibited from disclosing such information by a legal, contractual or fiduciary obligation. If either Party, any of its Affiliates or any of their respective Representatives are compelled to disclose any information by judicial or administrative process or by other requirements of Law, it shall promptly notify the other Party in writing and shall disclose only that portion of such information that it is advised by its counsel in writing is legally required to be disclosed; provided that it shall use its commercially reasonable best efforts to obtain an appropriate protective order or other reasonable assurance that confidential treatment will be accorded such information.

5.2 Governmental Filings, Approvals and Consents

The Vendor and the Purchaser shall use their respective commercially reasonable best efforts to give all notices to, and obtain all consents from, all third parties that are described herein, including without limitation, the CSE Approval and the TSXV Approval.

5.3 **Public Announcements**

Unless otherwise required by applicable Law, the CSE or the TSXV (based upon the reasonable advice of counsel), no Party to this Agreement shall make any public announcements in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the other Party (which consent shall not be unreasonably withheld or delayed), and the Parties shall cooperate as to the timing and contents of any such announcement.

5.4 **Further Assurances**

On and following Closing, each of the Parties hereto shall, and shall cause their respective Affiliates to, execute and deliver such additional documents, instruments, conveyances and assurances and take such further actions as may be reasonably required to carry out the provisions hereof and give effect to the transactions contemplated by this Agreement.

ARTICLE 6 GENERAL

6.1 **Termination**

This Agreement may be terminated by:

- a) written agreement of the Parties;
- b) if the Closing Date has not occurred within 60 days of the Execution Date;
- c) delivery of written notice from the Purchaser to the Vendor of a material breach of this Agreement which the Vendor has not cured within 10 days of receipt of such notice; or
- d) delivery of written notice from the Vendor to the Purchaser of a material breach of this Agreement which the Purchaser has not cured within 10 days of receipt of such notice.

Upon the occurrence of any of the events set out in Section 6.1(a),(b),(c) or (d) above this Agreement shall immediately terminate (the “**Termination Date**”), and the Parties will have no further obligations under this Agreement, except the obligations under Section 2.5, Article 5 and Section 6.2, which shall survive termination of this Agreement.

6.2 **Expenses**

Except as otherwise expressly provided herein, all costs and expenses, including fees, disbursements and charges of counsel, financial advisors and accountants, incurred in connection with this Agreement and the transactions contemplated hereby shall be paid by the Party incurring such costs and expenses, whether or not the Closing shall have occurred; provided however that, unless this Agreement is terminated pursuant to Section 6.1(c), the Purchaser shall reimburse the Vendor for the fees, disbursements and taxes payable by the Vendor to its legal counsel, to a maximum of \$10,000, subject to the Vendor providing the Purchaser with such documentation respecting such fees, disbursements and taxes as may be reasonably requested by the Purchaser.

6.3 Assignment and Enurement

Neither this Agreement nor any benefits or duties accruing under this Agreement shall be assignable by any Party without the prior written consent of the other. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

6.4 Entire Agreement

This Agreement, and any document delivered pursuant to this Agreement, constitutes the entire agreement between the Parties with respect to the matters herein and supersedes all prior agreements, understandings, negotiations and discussions relating to the subject matter hereof. There are no other covenants, agreements, representations, warranties, conditions, whether direct or collateral, express or implied, that form part of or affect this Agreement except as otherwise provided in this Agreement. The execution of this Agreement has not been induced by, nor do any of the Parties rely upon or regard as material, any representations, promises, agreements or statements not incorporated into this Agreement. This Agreement shall not be amended, added to or qualified except by written agreement signed by all of the Parties.

6.5 Waiver

Except as otherwise expressly set out herein, no waiver of any provision of this Agreement shall be binding unless it is in writing and signed by the Party or Parties providing such waiver. No indulgence or forbearance by a Party shall constitute a waiver of such Party's right to insist on performance in full and in a timely manner of all other terms, covenants and conditions in this Agreement.

6.6 Notices

All notices, requests, demands or other communications required or permitted to be given by one Party to another under this Agreement shall be given in writing and delivered by personal delivery or delivery by recognized commercial courier, sent by email or delivered by registered mail, postage prepaid, addressed as follows:

For the Purchaser:

West Mining Corp.
Suite 3500-1055 Dunsmuir Street
Vancouver, BC V7X 1L3

Attention: Nicholas Houghton
Email: nick@westminingcorp.com

For the Vendor:

Apex Resources Inc.
Suite 500-666 Burrard Street
Vancouver, BC V6C 2X8

Attention: Marc Lee
Email: mlee@apxresources.com

or at such other address, or email address of which the addressee may from time to time may notify in writing. Any notice delivered by personal delivery or by courier to the Party to whom it is addressed as provided above shall be deemed to have been given and received on the day it is so delivered at such address. If such day is not a Business Day, or if the notice is received after 4:00 p.m. (addressee's local time), then the notice shall be deemed to have been given and received on the next Business Day. Any notice sent by prepaid registered mail shall be deemed to have been given and received on the second Business Day following the date of its mailing. Any notice transmitted by email shall be deemed to have been given and received the following Business Day after the email is sent.

6.7 Severability

If any provision of this Agreement or portion thereof or the application thereof to any Person or circumstance shall to any extent be invalid or unenforceable: (a) the remainder of this Agreement or the application of such provision or portion thereof to any other Person or circumstance shall not be affected thereby; and (b) the Parties will negotiate in good faith to amend this Agreement to implement the intentions set forth herein.

6.8 Execution by Facsimile or Electronic Format

The signature of any of the Parties hereto may be evidenced by a facsimile or portable document format (.pdf) copy of this Agreement bearing such signature.

6.9 Counterparts

This Agreement may be signed in one or more counterparts, each of which, once signed, shall be deemed to be an original and all such counterparts, taken together, shall constitute one and the same instrument. Notwithstanding the date of execution of any counterpart, each counterpart shall be deemed to bear the effective date set forth above.

6.10 Governing Law and Jurisdiction for Disputes

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia and the laws of Canada applicable therein and shall be treated, in all respects, as a British Columbia contract. The Parties to this Agreement irrevocably submit to the exclusive jurisdiction of the courts of the Province of British Columbia.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date first above written.

WEST MINING CORP.

“signed”
By: Authorized Signatory

APEX RESOURCES INC.

“signed”
By: Authorized Signatory

Appendix I

The Property

[Redacted – detailed description of the Property]