

GOLDEN INDEPENDENCE MINING CORP.

AND

1406126 B.C. LTD.

AND

1396791 B.C. LTD.

AMALGAMATION AGREEMENT

March 22 2023

AMALGAMATION AGREEMENT

THIS AMALGAMATION AGREEMENT made as of the 22nd day of March 2023.

AMONG:

GOLDEN INDEPENDENCE MINING CORP., a body corporate existing under the laws of the Province of British Columbia ("**Golden**")

AND:

1406126 B.C. LTD., a body corporate existing under the laws of the Province of British Columbia ("**SubCo**")

AND:

1396791 B.C. LTD., a body corporate existing under the laws of the Province of British Columbia ("**NumberCo**")

WHEREAS the parties have agreed to complete an acquisition transaction;

AND WHEREAS SubCo is a wholly-owned subsidiary of Golden;

AND WHEREAS Golden and NumberCo have agreed to structure the acquisition by way of a three-cornered amalgamation in accordance with the provisions of the *Business Corporations Act* (British Columbia);

AND WHEREAS the parties have entered into this Agreement to provide for the matters referred to in the foregoing recitals and for other matters relating to the proposed amalgamation.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the above premises and of the covenants, agreements, representations, and warranties hereinafter contained, the parties agree as follows:

ARTICLE 1 INTERPRETATION

1.1 Definitions

In this Agreement, unless there is something in the context or subject matter inconsistent therewith, the following defined terms will have the meanings hereinafter set forth:

"**Agreement**", "**this Agreement**", "**herein**", "**hereby**", "**hereof**", "**hereunder**", and similar expressions mean or refer to this agreement and any amendments hereto.

"**AmalCo**" means the amalgamated corporation to be constituted upon completion of the Amalgamation.

"**AmalCo Shares**" means the common shares in the capital of AmalCo.

"**Amalgamation**" means the amalgamation of NumberCo and SubCo pursuant to Section 269 of the BCBCA provided for herein to form AmalCo to be effective at the Effective Time.

“**Amalgamation Application**” means the amalgamation application providing for the Amalgamation to be filed with the BC Registrar pursuant to Section 275 of the BCBCA, substantially in the form set forth in Schedule B attached hereto.

“**Assets and Properties**” with respect to any Person means all assets and properties of every kind, nature, character, and description (whether real, personal, or mixed, tangible or intangible, choate or inchoate, absolute, accrued, contingent, fixed or otherwise, and, in each case, wherever situated), including the goodwill related thereto, operated, owned or leased by or in the possession of such Person.

“**Authorization**” means with respect to any Person, any order, permit, approval, consent, waiver, licence or similar authorization of any Governmental Authority having jurisdiction over the Person, whether by expiry or termination of an applicable waiting period or otherwise, that is binding upon or applicable to such Person, or its business, assets, or securities.

“**BCBCA**” means the *Business Corporations Act* (British Columbia).

“**BC Registrar**” means the registrar of companies appointed under section 400 of the BCBCA.

“**Business Day**” means any day other than a Saturday or Sunday or a day when banks in the City of Vancouver are not open for business.

“**Certificate of Amalgamation**” means the certificate of amalgamation for the Amalgamation issued pursuant to Section 281 of the BCBCA.

“**Confidential Information**” means any information concerning a party (the “**Disclosing Party**”) or its business, Assets and Properties made available to another party or its representatives (the “**Receiving Party**”); provided that it does not include information which (a) is generally available to or known by the public other than as a result of improper disclosure by the Receiving Party, or (b) is obtained by the Receiving Party from a source other than the Disclosing Party, provided that such source was not bound by a duty of confidentiality to the Disclosing Party or another party with respect to such information.

“**Contract**” means all agreements, contracts, or commitments of any nature, written or oral, including, for greater certainty and without limitation, leases, purchase agreements, option agreements, royalty agreements, off-take agreements, streaming agreements, supply and distribution agreements, loan documents and security documents.

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

“**CSE Policies**” means the policies, rules, regulations, and notices of the CSE.

“**Disclosing Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**”.

“**Disclosure Documents**” has the meaning ascribed thereto in Section 4.1(f).

“**DRS**” direct registration system.

“**Effective Date**” means the effective date of the Amalgamation, which will be the date of the Certificate of Amalgamation.

“**Effective Time**” means the effective time at which the Amalgamation Application is filed and made effective on the Effective Date.

“**Exchange Ratio**” 6.99930006.

“**Golden**” means Golden Independence Mining Corp., a body corporate existing under the BCBCA with its registered office located in Vancouver, British Columbia.

“**Golden Financial Statements**” means audited consolidated financial statements for Golden for the fiscal year ended November 30, 2021, together with the notes thereto and the auditor’s report thereon, and the reviewed consolidated interim financial statements for Golden for the period ended August 31, 2022

“**Golden Shares**” means the common shares issued in the authorized share structure of Golden.

“**Governmental Authority**” means any:

- (a) multinational, federal, provincial, territorial, state, regional, municipal, local or other government, governmental or public department, central bank, court, tribunal, arbitral body, commission, board, bureau or agency, domestic or foreign;
- (b) subdivision, agent, commission, official, agency, board or authority of any of the foregoing; or
- (c) quasi-governmental or private body (including the CSE) exercising any statutory, regulatory, expropriation or taxing authority under or for the account of any of the foregoing including any stock exchange.

“**IFRS**” means International Financial Reporting Standards as issued by the International Accounting Standards Board, as applicable in Canada.

“**Material Adverse Change**” means, with respect to a party, any event or change that has had or would reasonably be likely to have a materially adverse effect on the party and for the purposes hereof, “**Material Adverse Effect**” means an effect that reasonably, individually or collectively with another state of facts or effects is materially adverse or may be expected to be materially adverse on the business, operations, results of operations, assets, liabilities or financial condition of the party and their respective subsidiaries other than any change, effect, event or occurrence: relating to the global economy or securities markets in general or affecting the mining industry in general, and which does not have a materially disproportionate effect on the party;

“**Mineral Claims**” means the mineral claims in British Columbia owned by NumberCo, as more particularly described in Schedule “A” hereto.

“**NumberCo**” means 1396791 B.C. Ltd., a body corporate existing under the BCBCA with its registered and records office located in Vancouver, British Columbia.

“**NumberCo Shareholder Approval**” means the approval by the NumberCo Shareholders of the Amalgamation, and this Agreement, which NumberCo anticipates obtaining by way of a written unanimous resolution of the NumberCo Shareholders.

“**NumberCo Shareholders**” means the holders of NumberCo Shares.

“**NumberCo Shares**” means the common shares in the capital of NumberCo.

“**parties**” means Golden, NumberCo, and SubCo; and “**party**” means any one of them.

“**Person**” includes any individual, firm, partnership, joint venture, venture capital fund, limited liability company, unlimited liability company, association, trust, trustee, executor, administrator, legal personal representative, estate, group, body corporate, corporation, unincorporated association or organization, Governmental Authority, syndicate, or other entity, whether or not it has legal status.

“**Receiving Party**” has the meaning ascribed thereto in the definition of “**Confidential Information**”.

“**Registrar and Transfer Agent**” means National Securities Administrators Ltd. and any other Person which may be appointed as registrar and transfer agent of Golden, as applicable, from time to time.

“**Securities Laws**” means all applicable securities laws, the respective regulations made thereunder, together with applicable published fee schedules, prescribed forms, policy statements, multilateral and national instruments, orders, blanket rulings, notices, and other regulatory instruments of the securities regulatory authorities in applicable jurisdictions, including the rules and published policies of the CSE.

“**SEDAR**” means the System for Electronic Document Analysis and Retrieval.

“**SubCo**” means 1406126 B.C. Ltd., a wholly-owned subsidiary of Golden, and a body corporate incorporated under the BCBCA with its registered and records office located in Vancouver, British Columbia.

“**SubCo Shareholder Approval**” means the approval by Golden, as the sole Shareholder of SubCo, of the Amalgamation, and this Agreement, which will be obtained by way of a written consent resolution of Golden.

“**Taxes**” means all taxes (including income tax, sales tax, value add tax, capital tax, payroll taxes, employer health tax, workers’ compensation payments, property taxes and land transfer taxes), duties, royalties, levies, imposts, assessments, deductions, charges or withholdings and all liabilities with respect thereto including any penalty and interest payable with respect thereto.

“**Termination Date**” means April 28, 2023, or such other date as Golden and NumberCo may agree upon in writing.

1.2 Interpretation Not Affected by Headings, etc.

The division of this Agreement into articles, and sections is for convenience of reference only and will not affect the construction or interpretation of this Agreement. The terms “this Agreement”, “hereof”, “herein”, and “hereunder” and similar expressions refer to this Agreement and not to any particular article, section, or other portion hereof and include any Agreement or instrument supplementary or ancillary hereto.

1.3 Number, etc.

Words importing the singular number will include the plural and vice versa, words importing the use of any gender will include all genders.

1.4 Date for Any Action

In the event that any date on which any action is required to be taken hereunder by any of the parties is not a Business Day such action will be required to be taken on the next succeeding day which is a Business Day.

1.5 Rounding

In performing the various mathematical calculations required to be performed hereunder, all numbers will be rounded to the nearest four (4) decimal places.

1.6 Currency

All sums of money which are referred to in this Agreement are expressed in lawful money of Canada, unless otherwise indicated.

1.7 Knowledge

Where any representation or warranty contained in this Agreement is expressly qualified by reference to the knowledge of Golden or NumberCo, as applicable, it will be deemed to refer to the actual knowledge after having made due inquiry of the officers of the particular company.

1.8 Meanings

Words and phrases defined in the BCBCA will have the same meaning herein as in the BCBCA, unless otherwise defined herein or the context otherwise requires. Unless otherwise specifically indicated or the context otherwise requires "include", "includes" and "including" will be deemed to be followed by the words "without limitation".

1.9 References to Legislation

References in this Agreement to any statute or sections thereof will include such statute as amended or substituted and any regulations promulgated thereunder from time to time in effect.

1.10 Accounting Matters

Unless otherwise stated, wherever in this Agreement reference is made to a calculation to be made or an action to be taken in accordance with IFRS, such reference will be deemed to be to the IFRS, as applicable, from time to time approved by the Canadian Accounting Standards Board or any successor institute, and applicable as at the date on which such calculation or action is made or taken or required to be made or taken.

**ARTICLE 2
AMALGAMATION & OTHER TERMS**

2.1 Amalgamation

On or before the Effective Date, subject to the terms and conditions of this Agreement and receipt of necessary approvals, Golden, NumberCo and SubCo will take all steps required to complete the Amalgamation and, without limitation, to apply for and obtain all consents, orders or approvals as are necessary or desirable for the implementation of the Amalgamation and the filing of the Amalgamation Application with the BC Registrar pursuant to the BCBCA. The parties will use their reasonable commercial efforts to cause the Effective Date to occur on or about March 24 2023 or as soon thereafter as reasonably practicable and, in any event not later than the Termination Date.

2.2 AmalCo

The parties acknowledge and agree that:

- (a) **Name.** The name of AmalCo will be 1406126 BC Ltd.
- (b) **Registered Office.** The registered office of AmalCo will be situated at 2500- 666 Burrard Street, Vancouver, BC V6C 2X8
- (c) **Authorized Capital.** AmalCo will be authorized to issue an unlimited number of AmalCo Shares.
- (d) **Restrictions on Share Transfer.** The transfer of AmalCo Shares will subject to the restrictions set out in its articles.
- (e) **Number of Directors.** The number of directors of AmalCo will be consistent with the articles of AmalCo from time to time.
- (f) **First Directors.** The number of first directors of AmalCo will be one (1) and the first director of AmalCo will be:

Name	Address
Jeremy Poirier	<i>[Personal information redacted]</i>

- (g) **Officers.** The sole officer of AmalCo, until changed or added to by the board of directors of AmalCo, will be:

Office	Name
Chief Executive Officer and President	Jeremy Poirier

- (h) **Fiscal Year.** The fiscal year end of AmalCo will be November 30.
- (i) **Restrictions on Business.** There will be no restrictions on the business that AmalCo may carry on.

- (j) **Articles.** The articles of AmalCo will be the articles set out in Schedule C to this Agreement.

2.3 Effect of Certificate of Amalgamation

Upon the issuance of the Certificate of Amalgamation, subject to the BCBCA:

- (a) the amalgamation of NumberCo and SubCo and their continuation as one corporation will be effective;
- (b) AmalCo will possess all the property, rights, privileges, and franchises and will be subject to all liabilities, including civil, criminal and quasi-criminal, and all contracts, disabilities and debts of each of NumberCo and SubCo;
- (c) a conviction against, or ruling, order or judgment in favour of or against, either NumberCo or SubCo will be enforceable by or against AmalCo;
- (d) AmalCo will be a wholly-owned subsidiary of Golden; and
- (e) the aggregate stated capital of the AmalCo Shares will become an amount equal to the paid-up capital for purposes of the *Income Tax Act* (Canada) of the SubCo Shares and NumberCo Shares immediately prior to the Effective Time.

2.4 NumberCo Shares and SubCo Shares

Upon the terms and subject to the conditions set forth herein, at the time of the Amalgamation,

- (a) each outstanding NumberCo Share (except for NumberCo Shares held by holders that have validly exercised their dissent rights in connection with the NumberCo Shareholder Approval, if any) will be exchanged for a number of Golden Shares equal to the Exchange Ratio; and
- (b) each outstanding share of SubCo will be exchanged for one (1) fully paid and non-assessable AmalCo Share.

NumberCo Shares held by holders who have validly exercised their dissent rights in connection with the applicable shareholder resolution to approve the Amalgamation in accordance with the BCBCA will not be exchanged pursuant to this Section 2.4. However, if any such dissenting holder fails to perfect or effectively withdraws its claim pursuant to the BCBCA or forfeits its right to make a claim under the BCBCA or if its rights as a NumberCo Shareholder are otherwise reinstated, the NumberCo Shares held by such holders will thereupon be deemed to have been exchanged as of the time of the Amalgamation in accordance with this Section. At the Effective Time, Golden will issue the Golden Shares to the NumberCo Shareholders who hold NumberCo Shares immediately prior to the Effective Time.

At the Effective Time, Golden will provide the Registrar and Transfer Agent an irrevocable direction to issue the number of Golden Shares issuable to NumberCo Shareholders pursuant to the Amalgamation in accordance with this Agreement.

2.5 Certificates and DRS statements

At the Effective Time, the NumberCo Shareholders will cease to be holders of NumberCo Shares, and will be deemed to be registered holders of the Golden Shares to which they are entitled in accordance with Section 2.4 hereof, Golden will deliver such certificates or DRS advice statements or other evidence of ownership representing the number of Golden Shares to which the NumberCo Shareholders are entitled. Notwithstanding the foregoing, NumberCo may (in NumberCo's sole discretion) choose whether NumberCo Shareholders will receive share certificates and/or DRS advice statements representing the number of Golden Shares to which such NumberCo Shareholders are so entitled.

2.6 Fractional Securities

No fractional securities of Golden will be issued. If a NumberCo Shareholder would otherwise be entitled to a fractional Golden Share upon the Amalgamation, the number of Golden Shares issued to such NumberCo Shareholder will be rounded up to the next greater whole number of such Golden Shares if the fraction is 0.5 or greater and will be rounded down the next whole number of Golden Shares if the fraction is less than 0.5. In calculating such fractional interests, all Golden Shares, registered in the name of or beneficially held by a holder of Golden Shares or their nominee will be aggregated.

2.7 Prospectus Exemption

On the Effective Date, Golden agrees to issue the Golden Shares issuable to NumberCo Shareholders pursuant to the Amalgamation pursuant to Section 2.11 of National Instrument 45-106 – *Prospectus Exemptions* and such Golden Shares will be free of resale restrictions pursuant to National Instrument 45-102 – *Resale of Securities* and bear no restrictive legends or notations.

2.8 NumberCo to Approve Filings

Golden agrees to permit NumberCo and its agents to review and approve any filings required by CSE Policies or Securities Laws pertaining to this Agreement and the transactions contemplated herein, including but not limited to, CSE Form 9s, material contract filings, news releases, and material change report filings. Golden further agrees that any filings which are to be submitted to the CSE or any Governmental Authority which will become available in the public domain will not disclose the names and personal details of the NumberCo Shareholders.

ARTICLE 3 COVENANTS

3.1 Covenants of Golden and SubCo

Golden and SubCo covenant and agree with NumberCo that Golden and SubCo will, from the date hereof to and including the Effective Date:

- (a) co-operate fully with NumberCo and use all reasonable commercial efforts to assist NumberCo in its efforts to complete the Amalgamation;
- (b) operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice and keep NumberCo apprised of all material developments thereto;

- (c) use its commercially reasonable efforts to obtain all necessary consents, assignments or waivers from third parties and amendments or terminations to any Contract or instrument and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (d) obtain and provide the SubCo Shareholder Approval by March 24, 2023;
- (e) make necessary filings and applications under applicable Securities Laws, federal, state and provincial laws and regulations required on the part of Golden and SubCo in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;
- (f) use all commercially reasonable efforts to conduct its affairs so that all of Golden and SubCo's representations and warranties contained herein will be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (g) immediately notify NumberCo of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person or Governmental Authority, whether actual or threatened, with respect to the Amalgamation or which could result in a Material Adverse Effect;
- (h) notify NumberCo immediately upon becoming aware that any of the representations and warranties of Golden or SubCo contained herein are no longer true and correct in any material respect;
- (i) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.1 hereof to be complied with;
- (j) Golden and SubCo will indemnify and save harmless NumberCo and its representatives, as applicable, from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which NumberCo and its representatives may be subject or which NumberCo or its representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any misrepresentation or alleged misrepresentation in any material filed by or on behalf of Golden or SubCo in compliance or intended compliance with any applicable laws;
 - (ii) any order made or any inquiry, investigation or proceeding by any Governmental Authority based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in any material filed by or on behalf of Golden in compliance or intended compliance with applicable Securities Laws, which prevents or restricts the trading in the Golden Shares; and
 - (iii) Golden or SubCo not complying with any requirement of applicable laws in connection with the transactions contemplated in this Agreement;

except that, for greater certainty, Golden or SubCo will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any misrepresentation or alleged misrepresentation of a material fact based solely on the negligence, fraud, willful misconduct, dishonesty or deceit of NumberCo;

- (k) subject to the satisfaction of the conditions in Section 5.2 hereof, thereafter cause SubCo to file together with NumberCo with the BC Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date;
- (l) timely furnish to NumberCo all such necessary information, records, financial statements, other information concerning each of Golden and SubCo, respectively, as may be reasonably required documents related to the NumberCo Shareholder Approval; and
- (m) provide NumberCo with an opportunity to review and approve the contents of any proposed news release, announcement, or other CSE or Securities Laws filings in connection with the transactions contemplated herein.

3.2 Covenants of NumberCo

NumberCo covenants and agrees with Golden that NumberCo will, from the date hereof to and including the Effective Date,:

- (a) co-operate fully with Golden and to use all reasonable commercial efforts to assist Golden in its efforts to complete the Amalgamation;
- (b) operate its business in a prudent and business-like manner in the ordinary course and in a manner consistent with past practice and keep Golden apprised of all material developments thereto;
- (c) use its commercially reasonable efforts to obtain all necessary consents, assignments, or waivers from third parties and amendments or terminations to any Contract or instrument, and take such other measures as may be necessary to fulfil its obligations under and to carry out the transactions contemplated by this Agreement;
- (d) use its commercially reasonable efforts to obtain the NumberCo Shareholder Approval by March 24, 2023;
- (e) promptly advise Golden of any written notice of dissent or purported exercise by any NumberCo Shareholder of dissent rights under the BCBCA in relation to the Amalgamation and any withdrawal of dissent rights received by NumberCo and, subject to applicable law, any written communications sent by or on behalf of NumberCo to any NumberCo Shareholder exercising or purporting to exercise dissent rights in relation to the Amalgamation;
- (f) make necessary filings and applications under applicable federal, state and provincial laws and regulations required on the part of NumberCo in connection with the transactions contemplated herein, and take all reasonable action necessary to be in compliance with such laws and regulations;

- (g) use all commercially reasonable efforts to conduct its affairs so that NumberCo's representations and warranties contained herein will be true and correct on and as of the Effective Date as if made on the Effective Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (h) immediately notify Golden of any legal or governmental actions, suits, judgments, investigations, injunction, complaint, motion, regulatory investigation, regulatory proceeding or similar proceeding by any Person or Governmental Authority, whether actual or threatened, with respect to the Amalgamation or which could result in a Material Adverse Effect;
- (i) notify Golden immediately upon becoming aware that any of the representations and warranties of NumberCo contained herein are no longer true and correct in any material respect;
- (j) use all commercially reasonable efforts to cause each of the conditions precedent set forth in Section 5.2 hereof to be complied with;
- (k) NumberCo will indemnify and save harmless Golden and its representatives, as applicable, from and against any and all liabilities, claims, demands, losses, costs, damages and expenses to which Golden and its representatives may be subject or which Golden or its representatives may suffer, whether under the provisions of any statute or otherwise, in any way caused by, or arising, directly or indirectly, from or in consequence of:
 - (i) any misrepresentation or alleged misrepresentation in any material filed by or on behalf of NumberCo in compliance or intended compliance with any applicable laws;
 - (ii) any order made or any inquiry, investigation or proceeding by any Governmental Authority based upon any untrue statement or omission or alleged untrue statement or omission of a material fact or any misrepresentation or any alleged misrepresentation in the NumberCo information provided by NumberCo for inclusion in any material filed by or on behalf of Golden in compliance or intended compliance with applicable Securities Laws, which prevents or restricts the trading in the Golden Shares; and
 - (iii) NumberCo not complying with any requirement of applicable laws in connection with the transactions contemplated in this Agreement;except that, for greater certainty, NumberCo will not be liable in any such case to the extent that any such liabilities, claims, demands, losses, costs, damages and expenses arise out of or are based upon any misrepresentation or alleged misrepresentation of a material fact based solely on the negligence, fraud, willful misconduct, dishonesty or deceit of Golden or SubCo; and
- (l) subject to the satisfaction of the conditions in Section 5.1 hereof, NumberCo shall file together with SubCo with the BC Registrar the Amalgamation Application and such other documents as may be required to give effect to the Amalgamation on or before the Termination Date.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of Golden and SubCo

Golden and SubCo represent and warrant to and in favour of NumberCo as follows, and acknowledge that NumberCo is relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) Each of Golden and SubCo is a corporation incorporated and validly existing under the laws of the jurisdiction of its incorporation and has all requisite corporate power and corporate authority and is duly qualified and holds all material permits, licences, registrations, qualifications, consents and Authorizations necessary or required to carry on its business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its Assets and Properties and neither Golden nor SubCo nor, to the knowledge of Golden, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing Golden's dissolution or winding up of Golden or SubCo, and each of Golden and SubCo has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations hereunder.
- (b) The authorized share structure of Golden consists of an unlimited number of Golden Shares, of which 11,494,746 Golden Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of Golden.
- (c) Other than SubCo and Golden Independence Nevada Corp, Golden has no direct or indirect subsidiaries. All of the issued and outstanding securities of SubCo (being one common share of SubCo) are held by Golden. SubCo is not a party to any Contract and has nominal assets and no liabilities.
- (d) Golden became a "reporting issuer" (as that term is defined under applicable Securities Laws in each of the provinces of Ontario, Alberta, and British Columbia) on May 23, 2018, is a reporting issuer as at the date hereof, and is not in default of the requirements of the applicable Securities Laws in such jurisdictions or the requirements of the CSE.
- (e) Golden continues to meet the continued listing requirements of the CSE Policies.
- (f) Golden has filed all material documents and information required to be filed by it, whether pursuant to applicable Securities Laws or otherwise, with the applicable securities commissions (the "**Disclosure Documents**") and Golden does not have any confidential filings with any securities authorities. As of the time the Disclosure Documents were filed with the applicable securities regulators and on SEDAR (or, if amended or superseded by a filing prior to the date of this Agreement, then on the date of such filing):
 - (i) each of the Disclosure Documents complied in all material respects with the requirements of the applicable Securities Laws in the jurisdictions they were filed; and
 - (ii) none of the Disclosure Documents contained any untrue statement of a material fact regarding Golden or omitted to state a material fact regarding Golden required

to be stated therein or necessary in order to make the statements therein, in light of the circumstances under which they were made, not misleading.

- (g) No shareholder approval is required by the shareholder of Golden in connection with the Amalgamation, the entering into of this Agreement, or any of the matters contemplated thereby.
- (h) No consent, approval, order, or Authorization of, or registration, declaration or filing with, any third party or Governmental Authority is required by or with respect to Golden or SubCo in connection with the execution and delivery of this Agreement by Golden or SubCo, the performance of their obligations hereunder or the consummation by Golden or SubCo of the transactions contemplated hereby other than:
 - (i) the SubCo Shareholder Approval;
 - (ii) the filing of the Amalgamation Application;
 - (iii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of AmalCo, excluding any approval by the CSE; and
 - (iv) any filings with the BC Registrar under the BCBCA.
- (i) The execution and delivery of this Agreement, the performance by each of Golden and SubCo of its obligations hereunder, and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both):
 - (i) any law, statute, rule or regulation applicable to Golden or SubCo including applicable Securities Laws;
 - (ii) the by-laws, articles or resolutions of Golden or SubCo, which are in effect as at the date hereof;
 - (iii) any Contract to which Golden or SubCo is a party or by which it is bound; or
 - (iv) any judgment, decree or order binding Golden or SubCo or either of its Assets and Properties.
- (j) This Agreement has been duly authorized and executed by Golden and SubCo and constitutes a valid and binding obligation of Golden and SubCo and is enforceable against each of Golden and SubCo in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (k) The Golden Financial Statements have been prepared in accordance with IFRS and present fairly, the financial position (including the assets and liabilities, whether absolute,

contingent or otherwise as required by IFRS) of Golden as at such date and the results of its operations and its cash flows for the period then ended and contain and reflect adequate provisions or allowance for all reasonably anticipated liabilities, expenses and losses of Golden in accordance with IFRS and there has been no change in accounting policies or practices of Golden since August 31, 2022.

- (l) Except as disclosed in the Golden Financial Statements, since August 31, 2022: (i) there has been no Material Adverse Change in respect of Golden (or any condition, event or development involving a prospective change that would result in a Material Adverse Change to, or have a Material Adverse Effect on, Golden); (ii) each of Golden and SubCo has conducted its businesses only in the ordinary and normal course; and (iii) no liability or obligation of any nature (whether absolute, accrued, contingent or otherwise) material to Golden (taken as a whole) has been incurred other than in the ordinary and normal course of business.
- (m) Golden is a taxable Canadian corporation and all Taxes due and payable or required to be collected or withheld and remitted by Golden have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by Golden have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of Golden, other than matters relating to GST, no examination of any tax return of Golden is currently in progress by any Governmental Authority and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by Golden. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to Golden.
- (n) Golden has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the Assets and Properties of Golden that are material, and there are no audits pending of the tax returns of Golden (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any material deficiency.
- (o) There are no actions, suits, proceedings, or inquiries, including, to the knowledge of Golden, pending or threatened against or affecting Golden or SubCo, at law or in equity, or before or by any Governmental Authority which in any way would have a Material Adverse Effect on Golden, or could reasonably be expected to have a Material Adverse Effect on Golden.
- (p) No order, ruling or determination having the effect of suspending the sale or ceasing the trading in any securities of Golden has been issued by any Governmental Authority and is continuing in effect and no proceedings for that purpose have been instituted or, to the knowledge of Golden, are pending, contemplated, or threatened by any Governmental Authority.
- (q) The minute books and records of Golden for the period from the date of incorporation to the date hereof are all of the minute books of Golden and contain copies of all material proceedings (or certified copies thereof) of the shareholders, the directors and all

committees of directors of Golden to the date hereof and there have been no other meetings, resolutions or proceedings of the shareholders, directors or any committees of the directors of Golden to the date hereof not reflected in such minute books.

- (r) There is no Person acting at the request or on behalf of Golden that is entitled to any brokerage or finder's fee or other compensation in connection with the transactions contemplated hereby.

4.2 Representations and Warranties of NumberCo

NumberCo represents and warrants to and in favour of Golden and SubCo as follows, and acknowledges that Golden and SubCo are relying upon such representations and warranties in connection with the completion of the transactions contemplated herein:

- (a) NumberCo is a corporation validly existing under the laws of the Province of British Columbia and has all requisite corporate power and corporate authority and is duly qualified and holds all permits, licences, registrations, qualifications, consents and Authorizations necessary or required to carry on its business as now conducted in each of the jurisdictions it carries on business and to own, lease or operate its Assets and Properties and neither NumberCo nor, to the knowledge of NumberCo, any other Person, has taken any steps or proceedings, voluntary or otherwise, requiring or authorizing NumberCo's dissolution or winding up, and NumberCo has all requisite corporate power and corporate authority to enter into this Agreement and to carry out its obligations.
- (b) The authorized share structure of NumberCo consists of an unlimited number of NumberCo Shares, of which 1,000,100 NumberCo Shares are issued and outstanding as at the date hereof as fully paid and non-assessable shares in the capital of NumberCo. There are no options, warrants, conversion privileges or other rights, agreements, arrangements or commitments (pre-emptive, contingent or otherwise) obligating NumberCo to issue or sell any NumberCo Shares or any securities or obligations of any kind convertible into or exchangeable or exercisable for any NumberCo Shares.
- (c) All of the Mineral Claims are accurately set forth in Schedule "A", and NumberCo is the sole legal and beneficial owner of all right, title and interest in and to the Mineral Claims, free and clear of any encumbrance.
- (d) All of the Mineral Claims have been validly acquired and are properly located, registered and recorded in compliance with applicable laws with the Government of British Columbia and are valid and subsisting mineral claims as of the date hereof.
- (e) No consent, approval, order, or Authorization of, or registration, declaration or filing with, any third party or Governmental Authority is required by or with respect to NumberCo in connection with the execution and delivery of this Agreement by NumberCo, the performance of its obligations hereunder or the consummation by NumberCo of the transactions contemplated hereby other than:
 - (i) the NumberCo Shareholder Approval;
 - (ii) the filing of the Amalgamation Application;

- (iii) such registrations and other actions required under applicable Securities Laws as are contemplated by this Agreement and registrations and applications required as a result of the formation of AmalCo;
 - (iv) any filings with the BC Registrar under the BCBCA; and
 - (v) such registrations and other actions, if any, required under applicable laws to transfer all right and title to the Mineral Claims into the name of AmalCo.
- (f) The execution and delivery of this Agreement, the performance by NumberCo of its obligations hereunder, and the consummation of the transactions contemplated in this Agreement, do not and will not conflict with or result in a breach or violation of any of the terms or provisions of, or constitute a default under, (whether after notice or lapse of time or both):
- (i) any statute, rule, or regulation applicable to NumberCo;
 - (ii) the articles or resolutions of NumberCo which are in effect as at the date hereof;
 - (iii) any Contract to which NumberCo is a party or by which it is bound; or
 - (iv) any judgment, decree, or order binding NumberCo of its Assets and Properties.
- (g) This Agreement has been duly authorized and executed by NumberCo and constitutes a valid and binding obligation of NumberCo and is enforceable against NumberCo in accordance with its terms, except as enforcement thereof may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws relating to or affecting the rights of creditors generally and except as limited by the application of equitable principals when equitable remedies are sought, and by the fact that rights to indemnity, contribution and waiver, and the ability to sever unenforceable terms, may be limited by applicable law.
- (h) There are no actions, suits, proceedings, or inquiries, including, to the knowledge of NumberCo, pending or threatened against or affecting NumberCo, at law or in equity, or before or by any Governmental Authority which in any way would have a Material Adverse Effect on NumberCo, or could reasonably be expected to have a Material Adverse Effect on NumberCo.
- (i) The minute books and records of NumberCo for the period from the date of incorporation to the date hereof are all of the minute books of NumberCo and contain copies of all material proceedings (or certified copies thereof) of the shareholders and the director of NumberCo to the date hereof to the extent that minutes exist and there have been no other meetings, resolutions or proceedings of the shareholders, or director of NumberCo to the date hereof not reflected in such minute books.
- (j) NumberCo is a taxable Canadian corporation and all Taxes due and payable or required to be collected or withheld and remitted by NumberCo have been paid, collected or withheld and remitted as applicable. All tax returns, declarations, remittances and filings required to be filed by NumberCo have been filed with all appropriate Governmental Authorities and all such returns, declarations, remittances and filings are complete and accurate and no material fact or facts have been omitted therefrom which would make any of them misleading. To the knowledge of NumberCo, other than matters relating to GST, no

examination of any tax return of NumberCo is currently in progress by any Governmental Authority and there are no issues or disputes outstanding with any Governmental Authority respecting any Taxes that have been paid, or may be payable, by NumberCo. There are no agreements, waivers or other arrangements with any taxation authority providing for an extension of time for any assessment or reassessment of Taxes with respect to NumberCo.

- (k) NumberCo has established on its books and records reserves that are adequate for the payment of all material Taxes not yet due and payable and there are no liens for Taxes on the Assets and Properties of NumberCo that are material, and there are no audits pending of the tax returns of NumberCo (whether federal, state, provincial, local or foreign) and there are no claims which have been asserted relating to any such tax returns, which audits and claims, if determined adversely, would result in the assertion by any Governmental Authority of any material deficiency.

ARTICLE 5

CONDITIONS PRECEDENT AND OTHER MATTERS

5.1 Conditions to Obligations of NumberCo

The obligation of NumberCo to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) except as affected by the transactions contemplated herein, the representations and warranties of Golden and SubCo contained in Section 4.1 hereof will be true in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such time (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), other than in respect of representations and warranties qualified by materiality or other concepts of materiality which representations and warranties will be true and correct, and NumberCo will have received a certificate to such effect, dated the Effective Date, of an officer or director of Golden acceptable to NumberCo, to the best of his or her knowledge, having made reasonable inquiry;
- (b) Golden and SubCo will have performed, fulfilled or complied with, in all material respects, all of their obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by them at or prior to the Effective Date and NumberCo will have received a certificate of an officer or director of Golden to such effect;
- (c) Golden will have furnished NumberCo with:
 - (i) a copy of the resolutions of the board of directors of Golden approving this Agreement and the consummation of the transactions contemplated herein; and
 - (ii) a copy of the SubCo Shareholder Approval authorizing and approving the Amalgamation.
- (d) receipt of all regulatory and third party approvals, Authorizations, and consents as are required to be obtained by Golden or NumberCo in connection with the Amalgamation, and any other applicable Governmental Authorities;

- (e) no Material Adverse Change will have occurred with respect to Golden and SubCo since the date of this Agreement;
- (f) there being no prohibition at law against completion of the Amalgamation;
- (g) confirmation from the Registrar and Transfer Agent that Golden has delivered an irrevocable direction to issue Golden Shares without resale restrictions to satisfy the Golden Shares payable to NumberCo Shareholders pursuant to the Amalgamation and electronic copies of the DRS statements or certificates evidencing the foregoing Golden Shares; and
- (h) Golden will have delivered such other materials and documents that are in the opinion of NumberCo, acting reasonably, required to be delivered by Golden in order for it to meet its obligations under this Agreement.

The conditions described above are for the exclusive benefit of NumberCo and may be asserted by NumberCo regardless of the circumstances or may be waived by NumberCo in its sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which NumberCo may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of SubCo and/or NumberCo.

5.2 Conditions to Obligations of Golden and SubCo

The obligation of Golden and SubCo to consummate the transactions contemplated herein is subject to the satisfaction, on or before the Effective Date, of the following conditions:

- (a) except as affected by the transactions contemplated herein, the representations and warranties of NumberCo contained in Section 4.2 hereof will be true in all material respects on the Effective Date with the same effect as though such representations and warranties had been made at and as of such time (except to the extent such representations and warranties speak as of an earlier date, in which event such representations and warranties will be true and correct as of such earlier date), other than in respect of representations and warranties qualified by materiality or other concepts of materiality which representations and warranties will be true and correct, and Golden will have received a certificate to such effect, dated the Effective Date, of an officer or director of NumberCo to the best of his or her knowledge having made reasonable inquiry;
- (b) NumberCo will have performed, fulfilled, or complied with, in all material respects, all of its obligations, covenants and agreements contained in this Agreement to be fulfilled or complied with by it at or prior to the Effective Date and Golden will have received a certificate of an officer or director of NumberCo to such effect;
- (c) NumberCo will have furnished Golden with:
 - (i) a copy of the resolutions of the board of directors of NumberCo approving this Agreement and the consummation of the transactions contemplated therein; and
 - (ii) a copy of the NumberCo Shareholder Approval authorizing and approving the Amalgamation;

- (d) receipt of all regulatory or third party approvals, Authorizations and consents as are required to be obtained by NumberCo in connection with the Amalgamation, including the approval of applicable Governmental Authorities (excluding the CSE);
- (e) no Material Adverse Change will have occurred with respect to NumberCo since the date of this Agreement; and
- (f) there being no prohibition at law against the completion of the Amalgamation.

The conditions described above are for the exclusive benefit of Golden and SubCo and may be asserted by Golden, regardless of the circumstances, or may be waived by Golden, in its sole discretion, in whole or in part, at any time and from time to time prior to the Amalgamation without prejudice to any other rights which Golden and SubCo may have hereunder or at law and notwithstanding the approval of this Agreement by the shareholders of SubCo and/or NumberCo.

5.3 Merger of Conditions

The conditions set out in Sections 5.1 and 5.2 hereof will be conclusively deemed to have been satisfied, waived or released on: (a) the filing by NumberCo and SubCo of the Amalgamation Application with the BC Registrar; and (b) and issuance of the Golden Shares to NumberCo Shareholders who hold NumberCo Shares immediately prior to the Effective Time.

ARTICLE 6 NOTICES

6.1 Notices

All notices, requests and demands hereunder, which may or are required to be given pursuant to any provision of this Agreement, will be given or made in writing and will be delivered by e-mail as follows:

- (a) to Golden or SubCo, addressed to:

Golden Independence Mining Corp.

[Personal information redacted]

- (b) to NumberCo, addressed to:

13967931 B.C. Ltd.

[Personal information redacted]

or to such other e-mail addresses as the parties may, from time to time, advise to the other parties by notice in writing. All notices, requests and demands hereunder will be deemed to have been received, if delivered by e-mail, on the next Business Day after the e-mail was sent.

**ARTICLE 7
AMENDMENT AND TERMINATION OF AGREEMENT**

7.1 Amendment

This Agreement may, at any time and from time to time before or after obtaining the approval of the board of directors of Golden or NumberCo Shareholder Approval, SubCo Shareholder Approval, be amended by written agreement of Golden and NumberCo without, subject to applicable law, further notice to or authorization on the part of their respective shareholders and any such amendment may, without limitation:

- (a) change the time for performance of any of the obligations or acts of the parties;
- (b) waive any inaccuracies or modify any representation or warranty contained herein or in any document delivered pursuant hereto;
- (c) waive compliance with or modify any of the covenants herein contained and waive or modify performance of any of the obligations of the parties; or
- (d) waive compliance with or modify any other conditions precedent contained herein,

provided that no such amendment will change the provisions hereof regarding the consideration to be received by NumberCo Shareholders without approval by such of NumberCo Shareholders given in the same manner as required for the approval of the Amalgamation.

7.2 Rights of Termination

This Agreement may be terminated as follows:

- (a) by mutual agreement of Golden and NumberCo in writing;
- (b) by either Golden or NumberCo by notice to the other party if the Amalgamation is not completed by the Termination Date;
- (c) by Golden, in the event of NumberCo's unfulfillment of a condition in Section 5.2 by the Termination Date, provided that Golden has provided NumberCo notice in accordance with Section 7.3, and such unfulfilled condition remains uncured; or
- (d) by NumberCo, in the event of Golden or SubCo's unfulfillment of a condition in Section 5.1 by the Termination Date, provided that NumberCo has provided Golden notice in accordance with Section 7.3, and such unfulfilled condition remains uncured;

If this Agreement is terminated as aforesaid, the parties hereto will be released from all obligations under this Agreement other than the obligations that by their terms survive the termination of this Agreement (including the obligations with respect to privacy under Section 8.6, confidentiality under Section 8.7 and the obligations with respect to costs under Section 8.8). If this Agreement is terminated in accordance with Section 7.2(c) or 7.2(d) all rights of specific performance against the non-performing party will terminate and, unless the terminating party can show that the condition or conditions the non-performance of which has caused such party to terminate this Agreement were reasonably capable of being performed by the non-performing party, the non-performing party will also be released from all obligations hereunder, except any liability expressly contemplated

hereby; and further provided that any of such conditions may be waived in full or in part by either of the parties without prejudice to its rights of termination in the event of the non-fulfilment or non-performance of any other condition.

7.3 Notice of Unfulfilled Conditions

If either of NumberCo or Golden will determine at any time prior to the Effective Date that it intends to refuse to consummate the Amalgamation or any of the other transactions contemplated hereby because of any unfulfilled or unperformed condition contained in this Agreement on the part of the other of them to be fulfilled or performed, NumberCo or Golden, as the case may be, will so notify (in writing) the other party forthwith upon making such determination in order that such other party will have the right and opportunity to take such steps, at its own expense, as may be necessary for the purpose of fulfilling or performing such condition within 10 Business Days (except that no cure period will be provided for a breach which by its nature cannot be cured or is a willful breach), but in no event later than the Termination Date.

ARTICLE 8 GENERAL

8.1 Entire Agreement

The terms and provisions herein contained constitute the entire agreement between the parties with respect to the subject matter herein and will supersede all previous oral or written communications, representations, undertakings and agreements with respect to such subject matter.

8.2 Binding Effect

This Agreement will be binding upon and enure to the benefit of the parties.

8.3 Waiver and Modification

Golden and NumberCo may waive or consent to the modification of, in whole or in part, any inaccuracy of any representation or warranty made to them hereunder or in any document to be delivered pursuant hereto and may waive or consent to the modification of any of the covenants or agreements herein contained for their respective benefit or waive or consent to the modification of any of the obligations of the other parties hereto. No waiver, or consent to the modification of any inaccuracy of any provision of this Agreement constitutes a waiver of or consent to any proceeding, continuing or succeeding inaccuracy of such provision or of any other provision of this Agreement. Any waiver or consent to the modification of any of the provisions of this Agreement, to be effective, must be in writing executed by the party granting such waiver or consent.

8.4 No Personal Liability

- (a) No director, officer, employee, or agent of NumberCo will have any personal liability whatsoever to Golden or SubCo under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of NumberCo.
- (b) No director, officer, employee, or agent of either Golden or SubCo will have any personal liability whatsoever to NumberCo under this Agreement, or under any other document delivered in connection with the Amalgamation on behalf of Golden.

8.5 Assignment

No party may assign any of its rights or obligations under this Agreement without the prior written consent of the other parties hereto.

8.6 Privacy Matters

- (a) For the purposes of this Section 8.6, the following definitions will apply:
 - (i) “**Applicable Privacy Laws**” means any and all applicable laws relating to privacy and the collection, use and disclosure of Personal Information in all applicable jurisdictions, including but not limited to the *Personal Information Protection and Electronic Documents Act* (Canada) and/or any comparable provincial law; and
 - (ii) “**Personal Information**” means information about an individual transferred to one party by the other in accordance with this Agreement and/or as a condition of the Amalgamation.
- (b) The parties acknowledge that they are responsible for compliance at all times with Applicable Privacy Laws which govern the collection, use and disclosure of Personal Information (including the Personal Information with respect to the NumberCo Shareholders) acquired by or disclosed to either party pursuant to or in connection with this Agreement (the “**Disclosed Personal Information**”).
- (c) Neither party will use the Disclosed Personal Information for any purposes other than those related to the performance of this Agreement and the completion of the Amalgamation.
- (d) Each party acknowledges and confirms that the disclosure of Personal Information is necessary for the purposes of determining if the parties will proceed with the Amalgamation, and that the disclosure of Personal Information relates solely to the carrying on of the business and the completion of the Amalgamation.
- (e) Each party acknowledges and confirms that it has and will continue to employ appropriate technology and procedures in accordance with applicable laws to prevent accidental loss or corruption of the Disclosed Personal Information, unauthorized input or access to the Disclosed Personal Information, or unauthorized or unlawful collection, storage, disclosure, recording, copying, alteration, removal, deletion, use or other processing of such Disclosed Personal Information.
- (f) Each party will at all times keep strictly confidential all Disclosed Personal Information provided to it, and will instruct those employees or advisors responsible for processing such Disclosed Personal Information to protect the confidentiality of such information in a manner consistent with the parties’ obligations hereunder. Each party will ensure that access to the Disclosed Personal Information will be restricted to those employees or advisors of the respective party who have a *bona fide* need to access to such information in order to complete the Amalgamation.
- (g) Each party will promptly notify the other party of all inquiries, complaints, requests for access, and claims of which the party is made aware in connection with the Disclosed Personal Information. The parties will fully co-operate with one another, with the Persons to whom the Disclosed Personal Information relates, and any authorized authority charged

with enforcement of Applicable Privacy Laws, in responding to such inquiries, complaints, requests for access, and claims.

- (h) Upon the expiry or termination of this Agreement, or otherwise upon the reasonable request of NumberCo or Golden, the other party (and in the case of Golden, including SubCo) will forthwith cease all use of the Disclosed Personal Information acquired by such other party in connection with this Agreement and will return to the requesting party or, at the requesting party's request, destroy in a secure manner, the Disclosed Personal Information (and any copies).

8.7 Confidentiality

- (a) No filing, disclosure, or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated hereby will be made by Golden, SubCo, NumberCo or their representatives without the prior written agreement of the other parties as to timing, content and method.
- (b) Except as and only to the extent required by applicable law as agreed upon by the parties, a Receiving Party will not disclose or use, and it will cause its representatives not to disclose or use, any Confidential Information furnished, or to be furnished, by a Disclosing Party or its representatives to the Receiving Party or its representatives at any time or in any manner other than for purposes of evaluating the transactions proposed in this Agreement.
- (c) If this Agreement is terminated pursuant to Article 7, each Receiving Party will promptly return to the Disclosing Party or destroy any Confidential Information and any work product produced from such Confidential Information in its possession or in the possession of any of its representatives.

8.8 Costs

Each of the parties will be responsible for their own costs and charges incurred with respect to the transactions contemplated herein, including all costs and charges incurred prior to the date of this Agreement and all legal and accounting fees and disbursements relating to preparing the documents relating to the transactions contemplated herein or otherwise relating to the transactions contemplated herein.

8.9 Time of Essence

Time will be of the essence of this Agreement.

8.10 Joint Best Efforts

The parties hereto agree they will use their best efforts to complete the Amalgamation no later than two Business Days after receipt of NumberCo Shareholder Approval.

8.11 Survival

The representations and warranties of each of NumberCo, Golden, and SubCo contained herein will survive the execution and delivery of this Agreement and will terminate on the earlier of the termination of this Agreement in accordance with its terms and the Effective Date.

8.12 Governing Law

This Agreement will be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, without giving effect to the principles of conflicts of laws thereof, and the parties hereto irrevocably attorn to the non-exclusive jurisdiction of the courts of the Province of British Columbia in respect of any matter arising hereunder or in connection herewith.

8.13 Severability

In the event that any provisions contained in this Agreement will be declared invalid, illegal or unenforceable by a court or other lawful authority of competent jurisdiction, this Agreement will continue in force with respect to the enforceable provisions and all rights and remedies accrued under the enforceable provisions will survive any such declaration, and any non-enforceable provision will, to the extent permitted by law, be replaced by a provision which, being valid, comes closest to the intention underlying the invalid, illegal and unenforceable provision.

8.14 Further Assurances

Each party will, from time to time, and at all times hereafter, at the request of the other parties hereto, but without further consideration, do all such further acts and execute and deliver all such further documents and instruments as will be reasonably required in order to fully perform and carry out the terms and intent hereof.

8.15 Counterparts and Electronic Copies

This Agreement may be executed in separate counterparts, and all such counterparts when taken together will constitute one agreement. The parties will be entitled to rely on delivery of an email in pdf or other electronic copy of the executed Agreement and such copy will be legally effective to create a valid and binding Agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

GOLDEN INDEPENDENCE MINING CORP.

Per: "Signed"
Authorized Signatory

1406126 B.C. LTD.

Per: "Signed"
Authorized Signatory

13967931 B.C. LTD.

Per: "Signed"
Authorized Signatory

SCHEDULE A

Mineral Claims

Title Number	Claim Name	Owner	Title Type	Title Sub Type	Map Number	Issue Date	Good To Date	Status	Area (ha)
1101300	NAPOLEON 1	290159 (100%)	Mineral	Claim	092P	2023/JAN/27	2024/JAN/27	GOOD	996.1974
1102418	BONANZA 1	290159 (100%)	Mineral	Claim	092P	2023/FEB/22	2024/FEB/22	GOOD	81.2999