

SHARE EXCHANGE AGREEMENT

THIS AGREEMENT is made effective as of September 1, 2020 (the “**Effective Date**”).

AMONG:

MARINER RESOURCES CORP.

of 10545 - 45 Avenue NW, 250 Southridge, Suite 300, Edmonton, BC T6H 4M9

(“**Mariner**”)

AND:

EXPLOITS GOLD CORP.

of Suite 2900 – 595 Burrard Street, Vancouver, B.C. V7X 1J5

(“**Exploits**”)

AND:

EACH OF THE SHAREHOLDERS OF EXPLOITS

as listed in Schedule A hereto

(collectively, the “**Exploits Shareholders**”)

WHEREAS it is the intention of the parties that Mariner will acquire (the “**Acquisition**”) all of the issued and outstanding securities in the capital of Exploits from the Exploits Shareholders, on the terms and conditions set forth herein.

NOW THEREFORE THIS AGREEMENT WITNESSES that in consideration of the covenants and agreements herein contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do covenant and agree each with the other as follows:

1. Definitions and Schedules

1.1 Definitions: In this Agreement:

“**Acquisition**” means the purchase by Mariner from the Exploits Shareholders of all of the Exploits Shares as of the Closing Date;

“**Agreement**” means this agreement and any Schedules attached hereto;

“**Applicable Laws**” means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any governmental authority, regulatory body or stock exchange having jurisdiction over the transactions contemplated hereby;

“**Assets**” means all properties, assets, privileges, rights, interests and claims, real and personal, tangible and intangible, of every type and description, which are owned or used by Exploits in undertaking its Business, as a going concern, or to which Exploits is entitled in connection with the Business;

“**Books and Records**” means all books, records, files, documents and other written Information relating to the Business or Exploits or Mariner (as the case may be);

“**Business**” means Exploits’ business as it is currently being conducted by it;

“**Closing**” has the meaning assigned to that term in Section 9.1;

“**Closing Date**” has the meaning assigned to that term in Section 9.1;

“**Communication**” has the meaning assigned to that term in Section 14.8;

“**Effective Date**” has the meaning ascribed to that term on the first page hereof;

“**Encumbrances**” means mortgages, charges, pledges, security interests, liens, encumbrances, actions, claims, pre-emption rights, liabilities, demands and equities of any nature, including without limitation, any liability for accrued but unpaid taxes;

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

“**Exemptions**” has the meaning ascribed thereto in Section 2.5(a);

“**Exploits**” means Exploits Gold Corp., a corporation incorporated and existing in accordance with the *Business Corporations Act* (British Columbia);

“**Exploits Approvals**” means all necessary approvals and consents required to be obtained by Exploits in connection with the transactions contemplated by this Agreement;

“**Exploits Investigation**” has the meaning assigned to that term in Section 4.1(a);

“**Exploits Representatives**” has the meaning assigned to that term in Section 4.1(a);

“**Exploits Securities**” means collectively the Exploits Shares and Exploits Warrants outstanding in the capital of Exploits, or as held by each Exploits Securityholder, as applicable;

“**Exploits Securityholders**” means the Exploits Shareholders and holders Exploits Warrants, as of the Closing Date;

“**Exploits Shareholders**” means the holders of Exploits Shares;

“**Exploits Shares**” means the common shares in the capital of Exploits as constituted on the date hereof;

“**Exploits Warrants**” means all share purchase warrants issued and outstanding in the capital of Exploits which are exercisable to purchase Exploits Shares;

“**Financing**” means the private placement to be undertaken by Mariner to raise up to \$3,500,000 through the issuance of Units at \$0.35 per Unit, in the manner outlined in section 4.1(e) below, on or before the Time of Closing;

“**Government Authority**” means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for greater certainty, includes the Exchange and the applicable Securities Commissions;

“**Information**” means all agreements, data, knowledge, know-how, reports, surveys, analyses, technical, accounting and financial records, and other material information developed in and pertaining to the business and operations of a party, in whatever form and however communicated, developed, conceived, originated or obtained;

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

“**Mariner**” means Mariner Resources Corp., as it currently exists, and for purposes of this Agreement includes Mariner as it will exist following Closing;

“**Mariner Disclosure Documents**” has the meaning ascribed thereto in paragraph 9 of Schedule D;

“**Mariner Financial Statements**” has the meaning ascribed thereto in paragraph 15 of Schedule D;

“**Mariner Investigation**” has the meaning assigned to that term in Section 4.2(a);

“**Mariner Replacement Warrants**” means the share purchase warrants to be issued by Mariner in exchange for the cancellation of the outstanding Exploits Warrants upon Closing in accordance with this Agreement;

“**Mariner Representatives**” has the meaning assigned to that term in Section 4.2(a); and

“**Mariner Securities**” means, collectively, Mariner Shares and Mariner Replacement Warrants, as issued under the Acquisition;

“**Mariner Shares**” means common shares without par value in the capital of Mariner as they exist as of the date of this Agreement;

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

- (a) a matter that has been publicly disclosed prior to the date of this Agreement or otherwise disclosed in writing by a Party to the other Party prior to the date of this Agreement;
- (b) any action or inaction taken by such Person to which the other Person had consented in writing;
- (c) the announcement of the transactions contemplated by the Acquisition or this Agreement;
- (d) general economic, financial, currency exchange, securities, banking or commodity market conditions in the United States, Canada or worldwide; or
- (e) this Agreement or the Acquisition;

“**Material Contracts**” means contracts, agreements and other material documents of a Person of any kind whatsoever including, without limitation, lease agreements, license agreements, assignment agreements, operating agreements, joint venture agreements, acquisition and disposition agreements, employment agreements, shareholder or voting agreements, share purchase or sale agreements, bank and financial institution loans, promissory notes, debenture, general security, subordination and priority agreements that are material to such Person’s business;

“**Payment Shares**” means the Mariner Shares to be issued to the Exploits Shareholders as consideration for the Acquisition, under the terms and conditions of this Agreement;

“**Person**” means an individual, a partnership, a corporation, a limited liability company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or association, or a governmental entity (or any department, agency, or political subdivision thereof);

“Personal Information Form” means a CSE Form 3 – Personal Information Form to be completed by every individual who, if the securities of the application are accepted for listing on the Exchange, will at the time of listing be a Related Person (as such term is defined in the policies of the Exchange) of Mariner;

“Personal Information” has the meaning assigned to that term in Section 13.2;

“Regulatory Approvals” means all approvals, consents, waivers, permits, orders or exemptions from any Government Authority having jurisdiction or authority over any party hereto which are required to be obtained in connection with the Acquisition;

“Representatives” has the meaning assigned to that term in Section 11.1;

“Securities Act” means the British Columbia *Securities Act*, R.S.B.C. 1996, c.418, as amended and the current rules and regulations thereunder, and the blanket rulings, orders and instruments issued by the British Columbia Securities Commission;

“Securities Commissions” means collectively the British Columbia Securities Commission and such other commissions as may hold jurisdiction over the transactions contemplated herein;

“Securities Laws” means the securities legislation having application, the regulations and rules thereunder and all administrative policy statements, instruments, blanket orders, notices, directions and rulings issued or adopted by the applicable securities regulatory authority, all as amended;

“Security” or **“Securities”** means any shares, ownership interests, stock options, stock option plans, employee share ownership plans, warrants, convertible notes or debentures, agreements, documents, instruments or other writings of any kind whatsoever which constitute a “security” as that term is defined in the Securities Act;

“Sunset Date” means December 31, 2020, or such other date as the parties may mutually approve in writing;

“Tax” or **“Taxes”** means all taxes and other governmental charges of any kind whatsoever including without limitation, all federal, state, municipal or other governmental imposed income tax, capital tax, capital gains tax, transfer tax, value-added tax, sales tax, social services, health, payroll and employment taxes, duty, customs, or import duties and any penalty charges or interest in respect of the forgoing;

“Third Party” means any partnership, corporation, trust, unincorporated organization, union, government, governmental department or agency, individual or any heir, executor, administrator or other legal representative of an individual other than a party to this Agreement;

“Time of Closing” has the meaning assigned to that term in Section 9.1;

“Transfer Agent” means Computershare Trust Company, the register and transfer agent for Mariner;

“United States” means the United States of America, its territories and possessions, any State of the United States and the District of Columbia;

“**Units**” mean those securities to be issued by Mariner pursuant to the Financing, each unit to consist of one Mariner Share and one-half of one warrant (each whole warrant entitling the holder to acquire an additional Mariner Shares at \$0.75 for 12 months from the date of issue);

“**U.S. Accredited Investor**” means an “accredited investor” within the meaning of Rule 501(a) of Regulation D under the U.S. Securities Act;

“**U.S. Exploits Shareholder**” means an Exploits Shareholder that was at the time of purchase of its Exploits Shares; (a) a U.S. Person or a Person purchasing the Exploits Shares in the United States, (b) a Person purchasing Exploits Shares on behalf of, or for the account or benefit of, any U.S. Person or Person in the United States, (c) a Person that received an offer to purchase the Exploits Shares while in the United States, or (d) any Person that was in the United States at the time such Person's buy order was made or the subscription for the Exploits Shares was executed or delivered;

“**U.S. Person**” means a “U.S. person” as such term is defined in Regulation S under the U.S. Securities Act; and

“**U.S. Securities Act**” means the United States Securities Act of 1933, as amended.

1.2 Schedules:

The following schedules are attached to and form part of this Agreement:

Schedule	Title
A	List of Exploits Security holders as of the Closing Date
B	Representations and Warranties of Exploits
C	Representations and Warranties of the Exploits Shareholders
D	Representations and Warranties of Mariner

2. Purchase and Sale

- 2.1 Subject to the terms and conditions of this Agreement, each of the Exploits Shareholders agrees to sell all of their ownership interest in and to their Exploits Shares, as described in Schedule A, to Mariner free and clear of all Encumbrances, and Mariner agrees to purchase all of the Exploits Shares for and in consideration of the issue by Mariner of an equivalent number of Mariner Shares (collectively the “**Payment Shares**”) free and clear of all Encumbrances and resale restrictions (except as set out in this Agreement) and credited as fully paid and ranking pari passu in all respects with then existing Mariner Shares.
- 2.2 The Parties acknowledge and agree that the fair market value of the Payment Shares issued to the Exploits Shareholders in exchange for the Exploits Shares will be equal to the fair market value of the Exploits Shares surrendered in exchange therefor, and such Payment Shares represent the sole consideration received by such Exploits Shareholders in exchange for the Exploits Shares.
- 2.3 For no additional consideration, upon Closing, each of the then outstanding Exploits Warrants will be cancelled and in its place Mariner shall grant to the holder thereof an equivalent number of Mariner Replacement Warrants, on the same terms and conditions as the cancelled Exploits Warrants.

- 2.4 All of the Payment Shares and Mariner Replacement Warrants will be subject to resale restrictions as to (i) statutory resale restrictions expiring four months and a day following the date of issue, and in addition (ii) each Exploits Shareholder will receive three certificates representing its Payment Shares, each with a different resale legend noted thereon expiring six, 12 and 18 months from the Closing Date.
- 2.5 Each Exploits Shareholder hereby acknowledges and agrees with Mariner as follows:
- (a) the transfer of the Exploits Shares and the issuance of the Payment Shares in exchange therefor will be made pursuant to appropriate exemptions (the “**Exemptions**”) from the formal takeover bid and registration and prospectus (or equivalent) requirements of the Securities Laws;
 - (b) as a consequence of acquiring the Payment Shares pursuant to the Exemptions:
 - (i) the Exploits Shareholder will be restricted from using certain of the civil remedies available under the Securities Laws;
 - (ii) the Exploits Shareholder may not receive Information that might otherwise be required to be provided to the Exploits Shareholders, and Mariner is relieved from certain obligations that would otherwise apply under Securities Laws if the Exemptions were not being relied upon by Mariner;
 - (iii) no securities commission, stock exchange or similar regulatory authority will have reviewed or passed on the merits of an investment in the Payment Shares;
 - (iv) there is no government or other insurance covering the Payment Shares; and
 - (v) an investment in the Payment Shares is speculative and of high risk.

3. Director Appointment

- 3.1 On Closing, Exploits shall be entitled to have a representative appointed to the board of directors of Mariner; and Mariner shall take all necessary steps in order for such appointment to be effective on Closing:

4. Covenants, Agreements and Acknowledgements

- 4.1 Mariner covenants and agrees with Exploits that from and including the Effective Date through to and including the Closing Date it shall:
- (a) permit Exploits, through its directors, officers, employees and authorized agents and representatives (collectively the “**Exploits Representatives**”) at Exploits’ own cost, full access during normal business hours to all Information pertaining to Mariner including, without limitation, all of the assets, material contracts and minute books of Mariner, and any Information relating to Mariner’s directors, officers and shareholders, so as to permit Exploits to make such investigation (the “**Exploits Investigation**”) of Mariner as Exploits deems necessary;
 - (b) use its reasonable commercial efforts to complete the Mariner Investigation (as such term is defined in Section 4.2(a)) within 30 days of the date that the Mariner Representatives (as such term is defined in Section 4.2(a)) receive all required due diligence materials in order to complete the Mariner Investigation;

- (c) other than the Mariner Securities to be issued hereunder, not permit the issuance from treasury of any Mariner Shares or securities convertible or exercisable for Mariner Shares without the prior approval of the Exploits' Representative;
- (d) do all such acts and things necessary to ensure that all of the representations and warranties of Mariner remain true and correct and not do any such act or thing that would render any representation or warranty of Mariner untrue or incorrect;
- (e) use its reasonable commercial efforts to complete the Financing through the sale of Units at \$0.35 per Unit;
- (f) not solicit or negotiate with any other Person in respect of any offer to buy, or offer to agree to sell, or sell or otherwise transfer or issue, any of its assets or unissued shares in its capital or any interest therein and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity without the prior approval of the Exploits' Representative;
- (g) execute all undertakings and comply with all requirements of the applicable Securities Laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain Exchange approval to the Acquisition;
- (h) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (i) not incur or commit to incur any debt other than in the ordinary course of business and for professional fees in connection with the transactions contemplated by this Agreement;
- (j) not make any expenditures outside of the ordinary course of business, other than as contemplated herein;
- (k) not declare or pay any dividends or distribute any of its properties or assets to shareholders;
- (l) not enter into or amend or terminate any Material Contracts out of the ordinary course of business, other than in connection with this Agreement;
- (m) not alter or amend its articles or constituting documents, except as agreed with Exploits;
- (n) not redeem, purchase or offer to purchase any of its common shares or other securities;
- (o) not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of its Assets; and
- (p) not acquire, directly or indirectly, any assets, including but not limited to securities of other companies, other than as contemplated herein.

4.2 Exploits covenants and agrees with Mariner that from and including the Effective Date through to and including the Closing Date it shall:

- (a) permit Mariner, and its authorized agents and representatives (collectively “**Mariner Representatives**”), at Mariner’s own cost, full access during normal business hours to all Information pertaining to Exploits, including, without limitation, all of the Assets, material contracts and minute books of Exploits and any Information relating to Exploits, and its directors, officers and the Exploits Shareholders, so as to permit Mariner’s Representatives to make such investigation of the financial condition, business, properties, title, assets and affairs of Exploits and the title of the Exploits Shares (the “**Mariner Investigation**”) as Mariner deems necessary;
- (b) use its reasonable commercial efforts to complete the Exploits Investigation within 30 days of the date that the Exploits Representatives receive all required due diligence materials in order to complete the Exploits Investigation;
- (c) use its reasonable commercial efforts to provide to Mariner, at the request of Mariner as soon as available, all such further Information, documents, instruments and materials and do all such acts and things as may be required by Mariner to obtain Exchange approval, including, but not limited to, providing to Mariner:
 - (i) a technical report on each of its material mineral property interests, if requested by the Exchange;
 - (ii) a fully completed and properly executed Personal Information Form for Exploits’ director representative on the Mariner board, and any Person who will hold more than 10% of the Mariner Shares on Closing;
- (d) do all such acts and things necessary to ensure that all of the representations and warranties of Exploits remains true and correct and not do any such act or thing that would render any representation or warranty of Exploits untrue or incorrect except as contemplated by this Agreement;
- (e) preserve and protect its Assets;
- (f) not solicit or negotiate with any other Person in respect of any participation interest or agreement in relation to the Assets, offer to buy, or offer to agree to sell, or sell any Assets or the Business of Exploits or any interest therein or issue any shares in the capital of Exploits or other securities; and shall not merge or enter into a business combination with or solicit or negotiate any offer to merge or enter into a business combination with or into any corporation or entity other than Mariner;
- (g) use its reasonable commercial efforts to obtain all Exploits Approvals, any consents and waivers and give all notices which are required prior to Closing;
- (h) execute all undertakings and comply with all requirements of the applicable securities laws, the Exchange, the Securities Commissions and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary Exploits Approvals and Regulatory Approvals to the transactions contemplated hereby;

- (i) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein;
- (j) not incur or commit to incur any additional debt out of the ordinary course of business, except with the prior consent of Mariner;
- (k) not make any material expenditures out of the ordinary course of business, other than as contemplated herein or as disclosed to Mariner;
- (l) not declare or pay any dividends or distribute any of its properties or Assets to its shareholders;
- (m) except as disclosed to Mariner, not enter into any Material Contracts out of the ordinary course of business and shall not enter into or amend or terminate any Material Contracts in relation to the Assets;
- (n) not alter or amend its articles or constating documents;
- (o) except as disclosed to Mariner, not sell, pledge, lease, dispose of, grant any interest in, encumber or agree to sell, pledge, lease, dispose of, grant any interest in or encumber any of the Assets; and
- (p) except as disclosed to Mariner, not acquire, directly or indirectly, any assets out of the ordinary course of business, including but not limited to securities of other companies, other than as contemplated herein.

4.3 Each of the Exploits Shareholders severally covenants and agrees with Mariner that, prior to the Closing, such Exploits Shareholder shall:

- (a) from and including the Effective Date through to and including the Time of Closing, not enter into any agreement for the sale, option, transfer, encumbrance or other disposition of all or any part of its Exploits Shares;
- (b) from and including the Effective Date through to and including the Time of Closing, do all such acts and things necessary to ensure that all of its representations and warranties remain true and correct and not do any act or thing that would render any of their representations or warranty untrue or incorrect except as contemplated by this Agreement;
- (c) execute all undertakings and comply with all requirements of applicable securities laws, the Exchange and any other Persons or governmental or regulatory authorities, which may be necessary or reasonable to obtain the necessary approvals under Applicable Laws and Exchange requirements to listing of the Mariner Shares on the Exchange; and
- (d) execute and do all such further deeds, acts, things and assurances as may be reasonably required to complete the transactions contemplated herein.

5. Conditions Precedent

5.1 The respective obligations of the parties hereto to complete the transactions contemplated by this Agreement will be subject to the satisfaction of the following conditions, any of which may be

waived by the parties not required to perform the condition in whole or in part without prejudice to such parties' right to rely on any other of them:

- (a) closing of the Financing; and
- (b) there will not be in force any order or decree restraining or enjoining the consummation of the transactions contemplated by this Agreement, including, without limitation, the Acquisition; and all consents, orders and approvals required or necessary or desirable for the completion of the transactions provided for in this Agreement will have been obtained or received, all on terms satisfactory to each of the parties hereto, acting reasonably.

5.2 Mariner's obligations under this Agreement including, without limitation, its obligation to close the transactions contemplated under this Agreement, are subject to the fulfillment, to its satisfaction, of the following conditions that:

- (a) on or before the Time of Closing, Mariner will have been permitted to complete the Mariner Investigation to its reasonable satisfaction;
- (b) there will have been no Material Adverse Change in the Business, affairs, financial condition or operations of Exploits;
- (c) on or before the Time of Closing, execution of this Agreement by each of the Exploits Shareholders;
- (d) Exploits will have completed or complied with the matters outlined in section 4.2;
- (e) the Board of Directors of Exploits will have approved the transfer of the Exploits Shares to Mariner, or otherwise complied with all applicable laws for transfer of such shares;
- (f) there shall be no dilutive securities of Exploits outstanding, except those contemplated herein or issued in connection with the transactions contemplated herein (which includes the Exploits Warrants);
- (g) Exploits shall have no Encumbrances on its Assets, and not have incurred any other liabilities out of the ordinary course of business;
- (h) the representations and warranties of Exploits contained in Schedule B will be true and correct in all material respects at and as of the Closing;
- (i) the representations and warranties of the Exploits Shareholders contained in Schedule C will be true and correct in all material respects at and as of the Closing;
- (j) all covenants, agreements and obligations hereunder on the part of Exploits and the Exploits Shareholders to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects; and
- (k) on Closing, Exploits and the Exploits Shareholders will have delivered to Mariner the documents required to be delivered by them pursuant to Section 9.2.

The conditions precedent set forth above are for the exclusive benefit of Mariner and may be waived by it in whole or in part on or before the Time of Closing.

5.3 Exploits and the Exploits Shareholders' respective obligations under this Agreement including, without limitation, their obligations to close the transactions contemplated under this Agreement, are subject to the fulfillment, to their satisfaction, of the following conditions:

- (a) on or before the Time of Closing, Exploits will have been permitted to complete the Exploits Investigation to its reasonable satisfaction;
- (b) there will have been no Material Adverse Change in the business, affairs, financial condition or operations of Mariner;
- (c) the board of directors of Mariner will have approved the transactions contemplated herein, including, without limitation, the issue of the Payment Shares pro rata to the Exploits Shareholders and the Mariner Replacement Warrants to the holders of the Exploits Warrants;
- (d) Mariner will have completed or complied with the matters outlined in section 4.1;
- (e) on Closing a new director will have been appointed to the board of Mariner, as contemplated in section 3.1;
- (f) Mariner will not have incurred any liabilities other than those reasonably incurred in connection with the transactions contemplated in this Agreement and will have spent its cash on hand at the date of this Agreement exclusively in the ordinary course of business and for the purpose of completing the Acquisition and any other transaction contemplated hereby;
- (g) the representations and warranties of Mariner contained in Schedule D will be true and correct in all material respects at and as of the Closing;
- (h) all covenants, agreements and obligations hereunder on the part of Mariner to be performed or complied with at or prior to the Closing contained herein will have been performed and complied with in all material respects;
- (i) on Closing, Mariner will have delivered to Exploits the documents required to be delivered by them pursuant to Section 9.3; and
- (j) at any time prior to and including the Time of Closing, there will not have been any Material Adverse Change in the business or affairs of Mariner.

The conditions precedent set forth above are for the exclusive benefit of Exploits and the Exploits Shareholders, and may be waived by Exploits on behalf of the Exploits Shareholders in whole or in part on or before the Time of Closing.

6. Exploits Representations and Warranties

6.1 In order to induce Mariner to enter into this Agreement and complete its obligations hereunder, Exploits make the representations and warranties set forth in Schedule B.

6.2 The representations and warranties of Exploits contained in Schedule B are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

7. **Mariner Representations and Warranties**

7.1 In order to induce Exploits and the Exploits Shareholders to enter into this Agreement and complete their respective obligations hereunder, Mariner makes the representations and warranties to Exploits and the Exploits Shareholders contained in Schedule D.

7.2 The representations and warranties of Mariner contained in Schedule D are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

8. **Exploits Shareholders' Representations, Warranties and Acknowledgments**

8.1 In order to induce Mariner to enter into this Agreement and complete its obligations hereunder, each of the Exploits Shareholders makes the additional representations and warranties to Mariner set forth in Schedule C.

8.2 The representations and warranties of the Exploits Shareholders contained in Schedule C are true and correct as of the Effective Date and shall be true and correct at the Time of Closing as though they were made at that time.

9. **Closing**

9.1 The completion of the transactions contemplated under this Agreement shall be closed (the "**Closing**") at the offices of the solicitors for Exploits, at 10:00am Vancouver Time (the "**Time of Closing**"), on the date which is the fifth business day following the satisfaction or waiver of all conditions precedent as set out in Section 5, or such other time or day as the parties may agree upon (the "**Closing Date**"). In the event that the transactions contemplated under this Agreement have not closed on or before the Sunset Date, either Mariner or Exploits may terminate this Agreement by notice in writing to the other parties to this Agreement and this Agreement shall then be of no further force and effect.

9.2 At a time selected by the Parties prior to the Closing Date (the "**Pre-Closing Date**"), Exploits and the Exploits Shareholders shall deliver to Mariner the following Closing documents:

- (a) certified true copies of any corporate authorizations which are necessary in order to authorize and approve this Agreement, Exploits' and the Exploits Shareholders' execution and delivery hereof and all of the transactions of Exploits contemplated hereunder, which authorization shall include specific reference to:
 - (i) the sale and transfer of all beneficial ownership in and to the Exploits Shares from the Exploits Shareholders to Mariner as provided for in this Agreement;
 - (ii) the transfer of all legal title of the Exploits Shares from the Exploits Shareholders to Mariner or its designated nominees; and
 - (iii) the cancellation or endorsement for transfer of the certificates, documents and agreements providing for and representing the outstanding Exploits Shares;

- (b) a copy of all of the Exploits Share certificates, duly marked as cancelled; and a new share certificate representing all Exploits Shares issued to and in the name of Mariner;
- (c) copies of all outstanding Exploits Warrants;
- (d) authorization to pay on Closing all amounts owing under the Germann Management Agreement, and all principal and interest owing to Alpine Land Holdings Canada Inc., pursuant to a debenture;
- (e) the minute books and records of Exploits duly brought up to date; and
- (f) all such other closing documents as Exploits and Mariner may mutually agree upon prior to the Time of Closing.

9.3 On the Pre-Closing Date, Mariner shall deliver to Exploits the following:

- (a) certified true copies of the corporate authorizations of Mariner which are necessary in order to authorize and approve this Agreement, Mariner's execution and delivery hereof and all of the transactions of Mariner contemplated hereunder, which authorizations shall include specific reference to the approval of:
 - (i) this Agreement and the authorization of Mariner's entry hereinto;
 - (ii) the purchase of the Exploits Shares;
 - (iii) the issuance of the Payment Shares to the Exploits Shareholders and the Mariner Replacement Warrants to the holders of the Exploits Warrants pursuant to the terms of this Agreement; and
 - (iv) the appointment of Exploits' nominee for as a director of Mariner;
- (b) certificates representing Payment Shares and Mariner Replacement Warrants issued on Closing, registered in the names of or as directed by the Exploits Shareholders as provided for in Section **Error! Reference source not found.** of this Agreement;
- (c) evidence that Mariner has completed the Financing;
- (d) evidence that Regulatory Approval (if necessary) has been obtained for the Acquisition;
- (e) evidence that the matters outlined in section 4.1 have been completed; and
- (f) all such other closing documents as Exploits and Mariner may mutually agree upon prior to the Time of Closing.

9.4 The items tabled at Closing pursuant to Sections 9.2 and 9.3 shall be held in escrow until all of such items have been tabled and Mariner and Exploits have acknowledged that they are satisfied therewith, whereupon one or more share certificates registered in the name of Mariner or its designated nominees representing all of the outstanding Exploits Shares shall be delivered by Exploits to Mariner, and such escrow shall be terminated and the Closing shall have occurred. If such escrow is not released on or before 5:00 p.m. on the Sunset Date and Mariner and Exploits do not agree to an extension of the escrow, the Closing shall not occur, and the balance of the documents tabled by each party shall be returned to such party.

10. Termination

10.1 This Agreement may be terminated by the mutual agreement of the parties hereto. Unless otherwise agreed in writing by the parties hereto, this Agreement shall terminate without further notice or agreement in the event that:

- (a) any condition precedent set out in Part 4 or 6 is not satisfied, released or waived on or before the Closing or such earlier date indicated therein; or
- (b) the Closing has not occurred on or before the Sunset Date, or such later date as may be approved by Exploits and Mariner in writing, and either Exploits or Mariner hereto has provided a written termination notice to the other hereto pursuant to Sections 9 and 14.8.

11. Power of Attorney

11.1 Each Exploits Shareholder hereby irrevocably nominates, constitutes and appoints the Chief Executive Officer of Exploits as his, her or its agent and attorney-in-fact (the “**Representative**”) to act on his, her or its behalf with full power and authority in his, her or its name, place and stead to:

- (a) deliver all certificates, documents and agreements representing Exploits Shares to Mariner;
- (b) execute and deliver a stock power or agreement to transfer Exploits Shares to Mariner;
- (c) execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Time of Closing of this Agreement, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. Without limiting the foregoing, the Representatives may, on their own behalf and on behalf of the Exploits Shareholders, extend the Time of Closing, modify or waive any provisions as are contemplated herein, negotiate, settle and deliver the final forms of any documents that are necessary or desirable to give effect to the transactions contemplated by this Agreement, extend such time periods as may be contemplated herein or terminate this Agreement, in their absolute discretion, as they deem appropriate;
- (d) give and receive Communications; and
- (e) take all actions necessary or appropriate in the judgment of the Representative for the accomplishment of the foregoing, including without limitation the right to resolve any disagreements or disputes, and to exercise such rights, power and authority as are incidental thereto;

and this power of attorney shall terminate upon the Closing or termination of this Agreement.

11.2 In the event that the Representative is unavailable to act as the Representative, or becomes incapable (through death or legal incapacity) of acting as Representative, then such person as is then designated by a majority of Exploits’ board of directors, as then constituted, is authorized and directed to take such action on behalf of Exploits and each Exploits Shareholder and to exercise such rights, power and authority as are authorized, delegated and granted to the Representative under this Agreement.

11.3 Exploits and each Exploits Shareholder agrees to be bound by the actions taken by the Representative pursuant to this power of attorney in accordance with the terms hereof and hereby

waives any and all defences which may be available to Exploits and each Exploits Shareholder to contest, negate or disaffirm the action of the Representative taken under this power of attorney.

- 11.4 The Representative and Exploits, its directors, officers, employees, advisors and agents, shall not be liable for any act done or omitted hereunder as attorney for Exploits and each Exploits Shareholder. Exploits and each Exploits Shareholder indemnifies the Representative and holds him harmless against any loss, liability or expense arising out of, or in connection with, any actions taken pursuant to this power of attorney.
- 11.5 Each of the Exploits Shareholders hereby acknowledges and agrees that any decision or exercise of discretion made by the Representative under this Agreement, shall be final and binding upon the Exploits Shareholders so long as such decision or exercise was made in good faith. Mariner shall have no duty to enquire into the validity of any document execution or other action taken by the Representative on behalf of the Exploits Shareholders pursuant to this section 11.

12. Independent Legal Advice

- 12.1 Each of the parties to this agreement acknowledges and agrees that legal counsel for Mariner and Exploits has acted as counsel only to Mariner and Exploits respectively, and that neither is protecting the rights and interests of the Exploits Shareholders. Each party to this Agreement acknowledges and agrees that they have been given the opportunity to seek independent legal advice with respect to the subject matter of this agreement and, further, the Exploits Shareholders hereby represent and warrant to Mariner and Exploits that they have sought independent legal advice or waive such advice.

13. Personal Information

- 13.1 Each Exploits Shareholder acknowledges and consents to: (i) the disclosure by Mariner and Exploits of Personal Information (hereinafter defined) concerning the Exploits Shareholder to any Government Authority including, but not limited to, the Exchange and its affiliates, authorized agents, subsidiaries and divisions; and (ii) the collection, use and disclosure of Personal Information by the Exchange for the following purposes (or as otherwise identified by the Exchange, from time to time):
- (a) to conduct background checks;
 - (b) to verify the Personal Information that has been provided about the Exploits Shareholder;
 - (c) to consider the suitability of each Exploits Shareholder as a holder of securities of Mariner;
 - (d) to consider the eligibility of Mariner to continue to list on the Exchange;
 - (e) to provide disclosure to market participants as the security holdings of Mariner's shareholders, and their involvement with any other reporting issuers, issuers subject to a cease trade order or bankruptcy, and Information respecting penalties, sanctions or personal bankruptcies, and possible conflicts of interest with Mariner;
 - (f) to detect and prevent fraud;
 - (g) to conduct enforcement proceedings; and
 - (h) to perform other investigations as required by and to ensure compliance with all applicable rules, policies, rulings and regulations of the Exchange, securities legislation and other legal and regulatory requirements governing the conduct and protection of the public markets in Canada.

- 13.2 Herein, “**Personal Information**” means any Information about a Exploits Shareholder required to be disclosed to any Government Authority, whether pursuant to a prescribed form or pursuant to a request made by a Government Authority.
- 13.3 Each Exploits Shareholder acknowledges and consents to: (i) the fact that Mariner is collecting its Personal Information for the purpose of completing this Agreement; (ii) Mariner retaining such Personal Information for as long as permitted or required by law or business practices; (iii) the fact that Mariner may be required by securities laws, the rules and policies of any stock exchange or the rules of the Investment Industry Regulatory Organization of Canada to provide regulatory authorities with any Personal Information provided by the Exploits Shareholder in this Agreement.

14. General

- 14.1 Neither Mariner nor Exploits will make any press release, public announcement or public statement about the transactions contemplated herein which has not been previously approved by the others, except that Mariner may make a press release or filing with a regulatory authority if counsel for Mariner advises that such press release or filing is necessary under applicable securities laws or the rules and policies of the Exchange, provided that Mariner will provide Exploits with the opportunity to review and provide comments prior to dissemination.
- 14.2 Each party to this Agreement will be responsible for all of his, her or its own expenses and costs in respect of the transactions contemplated hereunder including, without limitation, expenses and costs incurred for professional advice such as legal, accounting, tax, financial and business advice, among others, finder’s fees and any personal or corporate sales taxes, income taxes and capital gains.
- 14.3 Time and each of the terms and conditions of this Agreement shall be of the essence of this Agreement; and any waiver by the parties of this subsection or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.
- 14.4 The Schedules to this Agreement and the recitals to this Agreement constitute a part of this Agreement. The headings in this Agreement are for reference only and do not constitute terms of the Agreement. Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate or vice versa as the context may require.
- 14.5 This Agreement constitutes the entire Agreement between the parties hereto in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.
- 14.6 The parties hereto shall execute and deliver all such further documents and instruments and do all such acts and things as any party may, either before or after the Closing, reasonably require of the other in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a party to this Agreement subsequent to the Closing, shall survive the Closing of this Agreement.
- 14.7 No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid and binding upon the parties hereto unless such alteration,

amendment, modification or interpretation is in written form executed by all of the parties to this Agreement.

- 14.8 Any payment, notice, request, demand, election and other communication of any kind whatsoever (a “**Communication**”) to be given under this Agreement shall be in writing and shall be delivered by hand or e-mail to the parties at their respective addresses listed above:

To Exploits or the Exploits Shareholders:

Email: *nrodway@crestresourcesinc.com*

To Mariner:

Email: *justinb@metalsgroup.com*

or to such other addresses as may be given in writing by the parties hereto in the manner provided for in this subsection, and the party sending such notice should request acknowledgment of delivery and the party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving party acknowledged receipt. Each of the Exploits Shareholders hereby appoints the Representative as its nominee for the purpose of receiving a Communication from Mariner pursuant to this Agreement.

- 14.9 This Agreement may not be assigned by any party hereto without the prior written consent of all of the parties hereto.
- 14.10 This Agreement shall be subject to, governed by, and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the parties hereby agree to attorn to the non-exclusive jurisdiction of the Courts of British Columbia and not to commence any form of proceedings in any other forum.
- 14.11 The phrase “to the knowledge of” when used to modify or describe the state of knowledge of factual or legal matters relating to a party, whether or not used with any other limiting or expansive language, shall be construed in all cases to mean “to the knowledge of the party after diligent enquiry”.
- 14.12 The word “including”, when following any general statement or terms, is not to be construed as limiting the general statement or term to the specific items or matters set forth or to similar items or matters, but rather as permitting the general statement or term to refer to all other items or matters that could reasonably fall within its broadest possible scope.
- 14.13 All references to currency are deemed to mean Canadian dollars.
- 14.14 A reference to a statute includes all regulations made thereunder, all amendments to the statute or regulation in force from time to time, and every statute or regulation that supplements or supersedes such statute or regulation.
- 14.15 Words importing the masculine gender include the feminine or neuter; words in the singular include the plural; a word importing a corporate entity includes an individual; and vice versa.
- 14.16 This Agreement may be signed by fax and in counterpart, and each copy so signed shall be deemed to be an original, and all such counterparts together shall constitute one and the same instrument.

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

MARINER RESOURCES CORP.

Per:

“Justin Bourassa”

Authorized Signatory

EXPLOITS GOLD INC.

Per:

“Michael Collins”

Authorized Signatory

[signature pages for the Exploits Shareholders follow]

EXPLOITS SHAREHOLDERS:

0900941 B.C. LTD.

By its authorized signatory:

“Ali Sodagar”

EXPLOITS SHAREHOLDERS:

85431 NEWFOUNDLAND AND LABRADOR INC.

By its authorized signatory:

“Paul Delaney”

EXPLOITS SHAREHOLDERS:

EXECUTED in the presence of:)
"Signed")
_____))
Signature of Witness)
Witness)
_____))
Name of Witness)

"Alan Yi Hsiu Lu"

ALAN YI HSIU LU

EXPLOITS SHAREHOLDERS:

EXECUTED in the presence of:)
"Tracy Langer")
_____))
Signature of Witness)
Tracy Langer)
_____))
Name of Witness)

"Alexander Langer"
_____))
ALEXANDER LANGER

EXPLOITS SHAREHOLDERS:

EXECUTED in the presence of:)
"Maryam Sodagar")
_____))
Signature of Witness)
Maryam Sodagar)
_____))
Name of Witness)

"Ali Sodagar"
_____))
ALI SODAGAR

EXPLOITS SHAREHOLDERS:

ANDROS CAPITAL CORP.

By its authorized signatory:

“Alex Langer”

EXPLOITS SHAREHOLDERS:

EXECUTED in the presence of:)
"Benita Penney")
_____))
Signature of Witness)
Benita Penney)
_____))
Name of Witness)

"Aubrey Budgell"

AUBREY BUDGELL

EXPLOITS SHAREHOLDERS:

AUSTPEC INVESTMENTS PTY LTD

By its authorized signatory:

“Tom Northcott”

EXPLOITS SHAREHOLDERS:

EXECUTED in the presence of:)
"Joe Hewitt")
_____))
Signature of Witness)
Joe Hewitt)
_____))
Name of Witness)

"Brian McNamara"

BRIAN MCNAMARA

EXPLOITS SHAREHOLDERS:

EXECUTED in the presence of:)
"Renata De Castillo")
_____))
Signature of Witness)
Renata De Castillo)
_____))
Name of Witness)

"Bryce Clark"
_____))
BRYCE CLARK

EXPLOITS SHAREHOLDERS:

EXECUTED in the presence of:)
"Nick Rodway")
_____))
Signature of Witness)
Nick Rodway)
_____))
Name of Witness)

"Tero Kosonen"

CANACCORD GENUITY CORP.
ITF TERO KOSONEN

EXPLOITS SHAREHOLDERS:

“Michael Collins”)
_____))
Signature of Witness)
Michael Collins)
_____))
Name of Witness)

“Chafika Eddine”
_____))
CHAFIKA EDDINE

EXPLOITS SHAREHOLDERS:

“Nicholas Rodway”)
_____))
Signature of Witness)
Nicholas Rodway)
_____))
Name of Witness)

“Christopher Rodway”
_____))
CHRISTOPHER RODWAY

EXPLOITS SHAREHOLDERS:

CREST RESOURCES INC.

By its authorized signatory:

“Garry Stock”

EXPLOITS SHAREHOLDERS:

"E. Roh")
_____))
Signature of Witness)
E. Roh)
_____))
Name of Witness)

"Dave Cross"
_____))
DAVE CROSS

EXPLOITS SHAREHOLDERS:

“Roberta Ellis Hayes”)
_____))
Signature of Witness)
Roberta Ellis Hayes)
_____))
Name of Witness)

“David Gower”
_____))
DAVID GOWER

EXPLOITS SHAREHOLDERS:

“Suzanne M. Groves”)
_____))
Signature of Witness)
Suzanne M. Groves)
_____))
Name of Witness)

“David Groves”
_____))
DAVID GROVES

EXPLOITS SHAREHOLDERS:

“Alix Patterson”)
_____))
Signature of Witness)
Alix Patterson)
_____))
Name of Witness)

“David Michael Patterson”
_____))
DAVID MICHAEL PATTERSON

EXPLOITS SHAREHOLDERS:

_____)
Signature of Witness)

_____)
Name of Witness)

“David Shaw”

DAVID SHAW

EXPLOITS SHAREHOLDERS:

“Caterina McNiven”)
_____))
Signature of Witness)
Caterina McNiven)
_____))
Name of Witness)

“Douglas Brent McNiven”
_____))
DOUGLAS BRENT MCNIVEN

EXPLOITS SHAREHOLDERS:

“Nick Rodway”)
_____))
Signature of Witness)
Nick Rodway)
_____))
Name of Witness)

“Ian Herbranson”
_____))
IAN HERBRANSON

EXPLOITS SHAREHOLDERS:

IRON MASK EXPLORATION

By its authorized signatory:

“Andrew Lee Smith”

EXPLOITS SHAREHOLDERS:

“Witness”)
_____))
Signature of Witness))
Witness))
_____))
Name of Witness))

“Jason McLaughlin”
_____))
JASON MCLAUGHLIN

EXPLOITS SHAREHOLDERS:

“Colette Larsson”)
_____))
Signature of Witness))
Colette Larsson))
_____))
Name of Witness))

“Jeffrey Lightfoot”
_____))
JEFFREY LIGHTFOOT

EXPLOITS SHAREHOLDERS:

“Janet Moss”)
_____))
Signature of Witness)
Janet Moss)
_____))
Name of Witness)

“Jim Brown”
_____))
JIM BROWN

EXPLOITS SHAREHOLDERS:

“Ian Herbranson”)
_____))
Signature of Witness))
Ian Herbranson))
_____))
Name of Witness))

“Joel Faltinsky”
_____))
JOEL FALTINSKY

EXPLOITS SHAREHOLDERS:

“Nick Rodway”)
_____))
Signature of Witness)
Nick Rodway)
_____))
Name of Witness)

“Joseph Hewitt”
_____))
JOSEPH HEWITT

EXPLOITS SHAREHOLDERS:

“Nick Rodway”)
_____))
Signature of Witness)
Nick Rodway)
_____))
Name of Witness)

“John Michael William Collins”
_____))
JOHN MICHAEL WILLIAM
COLLINS

EXPLOITS SHAREHOLDERS:

“Lisa Pinsent”)
_____))
Signature of Witness)
Lisa Pinsent)
_____))
Name of Witness)

“Nehemiah Pinsent”
_____))
NEHEMIAH PINSENT

EXPLOITS SHAREHOLDERS:

“Ian Herbranson”)
_____))
Signature of Witness))
Ian Herbranson))
_____))
Name of Witness))

“Nicholas Rodway”
_____))
NICHOLAS RODWAY

EXPLOITS SHAREHOLDERS:

“Megan Elliott”)
_____))
Signature of Witness)
Megan Elliott)
_____))
Name of Witness)

“Nigel G. Lewis”
_____))
NIGEL G. LEWIS

EXPLOITS SHAREHOLDERS:

“Nicholas Rodway”)
_____))
Signature of Witness)
Nicholas Rodway)
_____))
Name of Witness)

“Noah Ledwell”
_____))
NOAH LEDWELL

EXPLOITS SHAREHOLDERS:

ORIGEN RESOURCES INC.

By its authorized signatory:

“Gary Schellenberg”

EXPLOITS SHAREHOLDERS:

"Anita Delaney")
_____))
Signature of Witness)
Anita Delaney)
_____))
Name of Witness)

"Paul Delaney"
_____))
PAUL DELANEY

EXPLOITS SHAREHOLDERS:

"Jas Hans")
_____))
Signature of Witness)
Jas Hans)
_____))
Name of Witness)

"Prabhpal Hans"
_____))
PRABHPAL HANS

EXPLOITS SHAREHOLDERS:

“Michael Collins”)
_____))
Signature of Witness)
Michael Collins)
_____))
Name of Witness)

“Sandra Wong”
_____))
SANDRA WONG

EXPLOITS SHAREHOLDERS:

TYRO INDUSTRIES CORP.

By its authorized signatory:

“Derrick Strickland”

EXPLOITS SHAREHOLDERS:

"Myrtle Guinchard")
_____))
Signature of Witness)
Myrtle Guinchard)
_____))
Name of Witness)

"Wayde Guinchard"
_____))
WAYDE GUINCHARD

EXPLOITS SHAREHOLDERS:

OROGENIC REGIONAL EXPLORATION INC.

By its authorized signatory:

“Blake Morgan”

**SCHEDULE A
TO THE SHARE EXCHANGE AGREEMENT
AMONG MARINER, EXPLOITS, AND THE EXPLOITS SHAREHOLDERS**

Ownership of Exploits Securities and Mariner Securities to be Received

Registered and Beneficial Exploits Securityholders	Number of Exploits Common Shares Owned	Number of Exploits Stock Options Owned	Number of Payment Common Shares	Number of Payment Stock Options
0900941 B.C. Ltd.	33,334		33,334	
85431 Newfoundland and Labrador Inc.	1,735,000		1,735,000	
Alan Yi Hsiu Lu	66,667		66,667	
Alexander Langer	62,000		62,000	
Ali Sodagar	25,000		25,000	
Andros Capital Corp.	84,000		84,000	
Aubrey Budgell	1,000,000		1,000,000	
Austpec Investments Pty Ltd	66,667		66,667	
Brian McNamara	33,333		33,333	
Bryce Clark	75,000		75,000	
Canaccord Genuity Corp. ITF Tero Kosonen	100,000		100,000	
Chafika Eddine	116,667		116,667	
Christopher Rodway	100,000		100,000	
Crest Resources Inc.	5,000,000		5,000,000	
Dave Cross	35,000		35,000	
David Gower	150,000	100,000	150,000	200,000
David Groves	150,000	100,000	150,000	200,000
David Michael Patterson	150,000	100,000	150,000	200,000
David Shaw	250,000		250,000	
Douglas Brent McNiven	100,000		100,000	
Ian Herbranson	80,000	100,000	80,000	200,000
Iron Mask Exploration	150,000	100,000	150,000	200,000
Jason McLaughlin	133,334		133,334	
Jeffrey Lightfoot	100,000		100,000	
Jim Brown	200,000		200,000	
Joel Faltinsky	17,000		17,000	
John Michael William Collins	175,000		175,000	
Joseph Hewitt	33,333		33,333	
Nehemiah Pinsent	250,000		250,000	
Nicholas Rodway	1,750,000		1,750,000	

Registered and Beneficial Exploits Securityholders	Number of Exploits Common Shares Owned	Number of Exploits Stock Options Owned	Number of Payment Common Shares	Number of Payment Stock Options
Nigel G. Lewis	1,050,000		1,050,000	
Noah Ledwell	12,000		12,000	
Origen Resources Inc.	3,666,667		3,666,667	
Paul Delaney	170,000		170,000	
Prabhpal Hans	40,000		40,000	
Sandra Wong	40,000		40,000	
Tyro Industries Corp.	60,750		60,750	
Wayde Guinchard	650,000		650,000	
Orogenic Regional Exploration Inc.	1,000,000		750,000	
TOTALS:	18,910,752	500,000	18,910,752	1,000,000

**SCHEDULE B
TO THE SHARE EXCHANGE AGREEMENT
AMONG MARINER, EXPLOITS, AND THE EXPLOITS SHAREHOLDERS**

Representations and Warranties of Exploits

Exploits represents, warrants and agrees as of the date hereof and at the Time of Closing that:

1. Exploits is duly incorporated, validly existing and in good standing under the laws of British Columbia, and has all necessary corporate power to own its Assets and to conduct its Business as such Business is now being conducted;
2. Exploits has the power, authority and capacity to enter into this Agreement and to carry out its terms;
3. to the extent required, Exploits is qualified to conduct business in each jurisdiction as necessary to perform its obligations under each of the Material Contracts, as applicable;
4. Exploits does not own or control directly or indirectly, any interest in any corporation, association, partnership, joint venture or other business entity;
5. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of it, and this Agreement constitutes a legal, valid and binding obligation of it;
6. the authorized share capital of Exploits consists of an unlimited number of common shares; and the issued and outstanding shares of Exploits will be at the Time of Closing as described in Schedule A, all of which Exploits Shares will be at the time of Closing validly issued, fully paid and non-assessable and are registered to and beneficially owned by the Exploits Shareholders and in amounts described in Schedule A, and will be, as at the Time of Closing, free and clear of all Encumbrances of any kind whatsoever;
7. the rights, privileges, restrictions and conditions attached to the Exploits Shares are as set out in Exploits's constating documents and under applicable corporate legislation;
8. the Exploits Shareholders and the Exploits Shares are not subject to the terms of any shareholder or voting trust agreement;
9. there are and will be at the Time of Closing no outstanding share purchase warrants, options or other rights or other arrangements to acquire shares in the capital of Exploits or under which Exploits is bound or obligated to issue additional shares in its capital other than the Exploits Warrants;
10. Exploits has not entered into any agreement, option, understanding or commitment or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement, option or commitment with any Third Party, for the acquisition of any portion of the Assets or Business of Exploits which has not been terminated prior to the date hereof;
11. the Assets, including all assets necessary to conduct the Business, are owned and at the Time of Closing will be owned by Exploits free and clear of all Encumbrances whatsoever and Exploits is not aware of any adverse claim or claims which may affect its ownership of the Assets;

12. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions of, or constitute a default under, the constating documents, director or shareholder minutes of Exploits, or any agreement or instrument or statute or laws to which Exploits is a party or by which the Assets of Exploits are bound or any order, decree, statute, regulation, covenant or restriction applicable to Exploits;
13. to the knowledge of Exploits, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Exploits) pending or threatened by or against Exploits or affecting its Business or Assets, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign; and Exploits is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
14. other than management and certain consulting contracts as disclosed to Mariner, Exploits has no contract, commitment or arrangement, whether written, oral or implied with any Person whatsoever relating to employment which contains any specific agreement as to notice of termination or severance pay in lieu thereof or which cannot be terminated without cause upon giving reasonable notice as may be implied by law without the payment of, or any liability in respect of, any bonus, damages, share of profits or penalty, and there are no policies or practices of Exploits which confer benefits in the employees of Exploits or result in obligations of Exploits with respect to its employees;
15. Exploits has no pension, stock option or stock purchase plan or a profit sharing, incentive or bonus plan or other deferred compensation plan, or an employee group insurance plan, hospitalization plan, disability plan or other employee benefit plan, program, policy or practice, formal or informal with respect to any of its employees, other than as required under applicable legislation and other similar health plans established pursuant to statute, and Exploits has no unfunded or unpaid liability in respect of such plan;
16. there are no employees of Exploits that Exploits considers it has the right to terminate for cause; and no employee has made any claim or has any basis for any action or proceeding against Exploits arising out of any statute, ordinance or regulation relating to discrimination in employment or employment practices, harassment, occupational health and safety standards or workers' compensation;
17. to the knowledge of Exploits, no employee or consultant has made or has any basis for making any claim (whether under law, any employment or consulting agreement or otherwise) on account of or for: (a) overtime pay, other than overtime for the current payroll period; (b) wages or salary for any period other than the current payroll period; (c) any bonus, raise or other compensation or remuneration; (d) other time off, sick time or pay in lieu; or (e) any violation of any statute, ordinance, or regulation relating to minimum wages or the maximum hours of work;
18. all Material Contracts of Exploits and all amendments and extensions thereof have been made available to Mariner, with the exception of such contracts Mariner has agreed do not need to be made available to Mariner. Exploits is not in default or breach of its obligations under its Material Contracts and to the knowledge of Exploits, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such contracts are now in good standing and in full force and effect without amendment thereto and Exploits is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts, and, except for the Exploits Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;

19. Exploits has maintained proper and consistent Books and Records of its activities, and such Books and Records are up to date, have been provided to Mariner for review, and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to Exploits, its Business and Assets;
20. all material data and Information relating to the Business and Assets has been summarized or otherwise disclosed to Mariner;
21. the Books and Records of Exploits disclose all material financial transactions of Exploits since its inception, and such transactions have been fairly and accurately recorded;
22. except as disclosed herein:
 - (a) Exploits is not indebted to the Exploits Shareholders or any one of them, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;
 - (b) none of the Exploits Shareholders or any other officer, director or employee of Exploits is indebted or under obligation to Exploits on any account whatsoever; and
 - (c) Exploits has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;
23. there are no material liabilities of Exploits whether direct, indirect, absolute, contingent or otherwise, which have not been disclosed to Mariner except those incurred in the ordinary course of business, and such liabilities are recorded in Exploits' Books and Records;
24. except as disclosed in this Agreement, Exploits has not:
 - (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares or subdivided, consolidated or reclassified, or redeemed, purchased or otherwise acquired or agreed to acquire any of its shares;
 - (b) issued or sold any bonds, debentures or its other corporate securities or issued, granted or delivered any right, option or other commitment for the issuance of any such securities;
 - (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its Assets, whether tangible or intangible;
 - (d) made any gift of money or of any of its Assets to any Person;
 - (e) made any licence, sale, assignment, transfer, or disposition of its Assets; or
 - (f) authorized, agreed or otherwise become committed to do any of the foregoing;
25. Exploits has filed with appropriate taxation authorities, all returns, reports and declarations which are required to be filed by it prior to the Closing and has paid all Taxes which have become due prior to the Closing and no taxing authority is asserting or has, to the knowledge of Exploits, threatened to assert, or has any basis for asserting against Exploits any claim for additional Taxes or interest thereon or penalty;
26. Exploits has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent, undisclosed or otherwise), except for those incurred in the ordinary course of business and those incurred in connection with the transactions contemplated by this Agreement;
27. Exploits is conducting and has since incorporation conducted its Business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;

28. Except as provided in this Agreement, Exploits has not incurred any liability for brokers' or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
29. the corporate records of Exploits are or will be on Closing complete and accurate in all material respects;
30. the Information supplied by Exploits shall not, on the date each document is filed and at the Closing Time, contain any statement which, at such time and in light of the circumstances under which it was made, is false or misleading with respect to any material fact, or omits to state any material fact necessary in order to make the statements made therein not false or misleading; and if at any time prior to the Closing Time any event relating to Exploits or its directors or officers should be discovered by Exploits which should be set forth in a supplement to the disclosure documents, Exploits shall promptly inform Mariner thereof in writing;
31. except as disclosed in this Agreement, none of the above persons has any Information or knowledge of any fact relating to the Business, the Assets or any indebtedness of Exploits or the transactions contemplated hereby which might reasonably be expected to have a Material Adverse Effect on any of the Assets or the organization, operations, affairs, business, properties, prospects or financial condition or position of Exploits; and
32. the facts which are the subject of the representations and warranties of Exploits contained in this Agreement comprise all material facts known to Exploits which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement.

**SCHEDULE C
TO THE SHARE EXCHANGE AGREEMENT
AMONG MARINER, EXPLOITS, AND THE EXPLOITS SHAREHOLDERS**

Representations and Warranties of the Exploits Shareholders

Each Exploits Shareholder severally represents, warrants to Mariner and agrees as of the date hereof and at the Time of Closing that:

1. the Exploits Shareholder is and will be at the Time of Closing the legal and beneficial owner of the Exploits Securities as set forth in Schedule A;
2. other than as disclosed in Schedule A, the Exploits Shareholder holds no other securities of Exploits, including any right or option to acquire any unissued securities of Exploits;
3. the Exploits Shares held by the Exploits Shareholder are free and clear of all Encumbrances;
4. the Exploits Shareholder has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
5. the Exploits Shareholder has the right, power, capacity and authority to enter into this Agreement and to sell such Exploits Shares as contemplated herein. If the Exploits Shareholder is not an individual, the Exploits Shareholder is duly organized and validly existing under the laws of its jurisdiction of organization and has the corporate or other power to enter into this Agreement and any other agreement to which it is or is to become a party pursuant to the terms hereof and to perform its obligations hereunder and thereunder;
6. except for Mariner's rights hereunder, no person has any option, warrant, right, call, commitment, conversion right, right of exchange or other agreement or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an option, warrant, right, call, commitment, conversion right, right of exchange or other agreement for the purchase from the Exploits Shareholder of any of its Exploits Shares;
7. the execution, delivery and performance by the Exploits Shareholder of this Agreement and the execution, delivery and performance by the Exploits Shareholder, of or under any other agreements or instruments to which it is or is to become a party pursuant to the terms hereof, and the consummation of the transactions contemplated hereunder and thereunder:
 - (a) if the Exploits Shareholder is not an individual, has been duly authorized by all necessary corporate action on the part of such Exploits Shareholder; and
 - (b) if the Exploits Shareholder is not an individual, do not (or would not with the giving of notice, the lapse of time or the happening of any other event or condition) result in a violation or a breach of, or a default under or give rise to a right of termination, amendment or cancellation or the acceleration of any obligation under: (A) any charter, by-law or trust deed instrument of the Exploits Shareholder as applicable, (B) any mortgage, note, indenture contract, instrument, lease, licence or permit to which the Exploits Shareholder is a party or by which the Exploits Shareholder is bound or to which any property or material assets of the Exploits Shareholder is subject, (C) any laws applicable to the Exploits Shareholder, or (D) any judgment, decree or order binding the Exploits Shareholder or its property or material assets;

8. this Agreement has been, and each additional agreement or instrument required to be delivered pursuant to this Agreement shall be at the Time of Closing, duly authorized, executed and delivered by the Exploits Shareholder and each shall be at the Time of Closing, a legal, valid and binding obligation of the Exploits Shareholder enforceable against the Exploits Shareholder in accordance with its terms;
9. no consent, approval, order or authorization of, or registration or declaration with, any third party or Governmental Authority with jurisdiction over the Exploits Shareholder is required to be obtained by such Exploits Shareholder in connection with the execution and delivery of this Agreement or the completion of the transactions contemplated herein, except for those consents, orders, authorizations, declarations, registrations or approvals which are contemplated by this Agreement or those consents, orders, authorizations, declarations, registrations or approvals that, if not obtained by the Closing Date, would not prevent or materially delay the completion of the acquisition or otherwise prevent such Exploits Shareholder from performing its obligations under this Agreement;
10. if the Exploits Shareholder is not a U.S. Exploits Shareholder, then:
 - (a) the offer to purchase its Exploits Shares, was not made to the Exploits Shareholder when the Exploits Shareholder was in the United States;
 - (b) the Exploits Shareholder is not in the United States and is not acquiring any Payment Shares on behalf of a person in the United States;
 - (c) at the time this Agreement was executed and delivered by the Exploits Shareholder, the Exploits Shareholder and any beneficial purchaser for whom it is acting, if applicable, were outside the United States;
 - (d) if the Exploits Shareholder is a corporation or entity, (A) a majority of the Exploits Shareholder's voting equity is beneficially owned by persons resident outside the United States; and (B) the Exploits Shareholder's affairs are wholly controlled and directed from outside of the United States;
 - (e) the Exploits Shareholder or any beneficial purchaser for whom it is acting, if applicable, has no intention to distribute either directly or indirectly any of the Payment Shares in the United States, except in compliance with the United States *Securities Act of 1933*, as amended (the "1933 Act"); and
 - (f) the current structure of this transaction and all transactions and activities contemplated in this Agreement is not a scheme to avoid the registration requirements of the 1933 Act and applicable state securities laws.
11. If the Exploits Shareholder is a U.S. Exploits Shareholder, then:
 - (a) the Payment Shares have not been and will not be registered under the U.S. Securities Act or under the securities laws of any state of the United States, and that the issuance contemplated hereunder is being made in reliance on available exemptions from the registration requirements of the U.S. Securities Act, such that;
 - (b) the U.S. Exploits Shareholder confirms it is a U.S. Accredited Investor;
 - (c) the U.S. Exploits Shareholder undertakes and agrees that it will not offer or sell any of the Payment Shares in the United States unless such securities are registered under the U.S. Securities Act and the securities laws of all applicable states of the United States, or an exemption from such registration requirement is available;

- (d) the U.S. Exploits Shareholder understands and acknowledges that the Payment Shares are “restricted securities”, as such term is defined under Rule 144(a)(3) under the U.S. Securities Act and the certificates representing the Payment Shares will bear a legend in substantially the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT") OR UNDER ANY STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, AGREES FOR THE BENEFIT OF THE CORPORATION THAT SUCH SECURITIES MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED, DIRECTLY OR INDIRECTLY, ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN ACCORDANCE WITH APPLICABLE LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO THE EXEMPTIONS FROM REGISTRATION UNDER THE U.S. SECURITIES ACT PROVIDED BY (I) RULE 144 THEREUNDER, IF AVAILABLE, OR (II) RULE 144A THEREUNDER, IF AVAILABLE, OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS AND THE HOLDER HAS, PRIOR TO SUCH SALE, UNDER (C) OR (D) ABOVE, FURNISHED TO THE CORPORATION AN OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE OF EXEMPTION, IN EITHER CASE IN FORM AND SUBSTANCE REASONABLY SATISFACTORY TO THE CORPORATION. DELIVERY OF THIS CERTIFICATE MAY NOT CONSTITUTE "GOOD DELIVERY" IN SETTLEMENT OF TRANSACTIONS ON STOCK EXCHANGES IN CANADA."

- (e) Mariner is not obligated to file and has no present intention of filing with the U.S. Securities and Exchange Commission or with any state securities administrator any registration statement in respect of resales of the Payment Shares in the United States, and acknowledges that there are substantial restrictions on the transferability of the Payment Shares and that it may not be possible for the U.S. Exploits Shareholder to readily liquidate its investment in the case of an emergency at any time;
- (f) if Mariner is ever deemed to be, or to have been at any time previously, an issuer with no or nominal operations and no or nominal assets other than cash and cash equivalents, Rule 144 under the U.S. Securities Act may not be available for re-sales of the Payment Shares and (ii) Mariner is not obligated to take, and has no present intention of taking, any action to make Rule 144 under the U.S. Securities Act (or any other exemption) available for re-sales of the Payment Shares;
- (g) the financial statements of Mariner have been prepared in accordance with International Financial Reporting Standards (“IFRS”) as issued by the International Accounting Standards Board and is subject to Canadian auditing and auditor independence standards. IFRS differs in some respects from United States generally accepted accounting principles and thus may not be comparable to financial statements of United States companies;
- (h) there may be material tax consequences to it of an acquisition, holding, or disposition of the Payment Shares. Exploits and Mariner gives no opinion and makes no representation with respect to the tax consequences to the U.S. Exploits Shareholder under United States, state, local or foreign tax law of its acquisition, holding, or disposition of the Payment Shares, and the U.S. Exploits Shareholder acknowledges that it is solely responsible for determining the tax consequences to it with respect to its investment, including whether Mariner will at any given time be deemed a “passive foreign investment company” within the meaning of Section 1297 of the United States Internal Revenue Code of 1986, as amended;
- (i) the ability to enforce civil liabilities under the United States federal securities laws may be affected adversely by, among other things: (i) the fact that Mariner is continued under the laws of British Columbia, Canada; (ii) all of the directors and officers are residents of

countries other than the United States; and (iii) all of the assets of Mariner and such persons may be located outside the United States; and

- (j) it has not acquired the Payment Shares as a result of any form of “general solicitation” or “general advertising” as such terms are defined under Regulation D of the U.S. Securities Act.

SCHEDULE D
TO THE SHARE EXCHANGE AGREEMENT
AMONG MARINER, EXPLOITS, AND THE EXPLOITS SHAREHOLDERS

Representations and Warranties of Mariner

Mariner represents and warrants to Exploits and the Exploits Shareholders, and agrees as of the date hereof and at the Time of Closing that:

1. Mariner is a corporation duly incorporated, validly existing and in good standing under the laws of the Province of British Columbia, and has the power, authority and capacity to enter into this Agreement and to carry out its terms and has all necessary corporate power to own its assets and to conduct its business as such business is now being conducted;
2. other than as disclosed in the Mariner Disclosure Documents, Mariner does not own or control directly or indirectly, any interest in any other corporation, association, partnership, joint venture or other business entity;
3. Mariner is a “reporting issuer” in the provinces of British Columbia, Alberta and Ontario; and is not in default of its continuous disclosure obligations with the securities regulators of such provinces;
4. the execution and delivery of this Agreement and all other related agreements or documents, and the completion of the transactions contemplated hereby, will by the Time of Closing have been duly and validly authorized by all necessary corporate acts on the part of Mariner, and this Agreement constitutes a legal, valid and binding obligation of Mariner;
5. the authorized share capital of Mariner consists of an unlimited number of (i) Mariner Shares, and (ii) preferred shares; and at the Time of Closing (unless Exploits otherwise agrees), the issued share capital will not exceed that disclosed in the Mariner Disclosure Documents, all of which shares will be validly issued, fully paid, and non-assessable (and there will be no preferred shares outstanding);
6. the rights, restrictions and conditions attached to the Mariner Shares are as set out in Mariner’s constating documents and under applicable corporate legislation;
7. to Mariner’s knowledge, none of the outstanding Mariner Shares are subject to the terms of any shareholder or voting trust agreement;
8. except as set out in the Mariner Disclosure Documents, there are and will be at the Time of Closing no outstanding share purchase warrants, options or other rights or other arrangements under which Mariner is bound or obligated to issue additional shares in its capital;
9. all disclosure documents of Mariner filed under applicable Securities Laws, including but not limited to, financial statements, prospectuses, offering memorandums, information circulars, material change reports and shareholder communications (the “**Mariner Disclosure Documents**”) contain no untrue statement of a material fact as at the date thereof nor do they omit to state a material fact which, at the date thereof, was required to have been stated or was necessary to prevent a statement that was made from being false or misleading in the circumstances in which it was made;
10. neither the execution and delivery of this Agreement, nor the completion of the transactions contemplated hereby will conflict with or result in any breach of any of the terms and provisions

of, or constitute a default under, the constating documents, director or shareholder minutes of Mariner, or any agreement or instrument or statute or law to which Mariner is a party or by which any assets of Mariner are bound, or any order, decree, statute, regulation, covenant or restriction applicable to Mariner;

11. all of the assets and material transactions of Mariner have been properly recorded or filed in or with the Books and Records of Mariner;
12. to the knowledge of Mariner, there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Mariner) pending or threatened by or against Mariner or affecting Mariner's assets at law or in equity, before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign, and Mariner is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
13. a true and complete copy of all Material Contracts of Mariner and all amendments and extensions thereof has been made available to Exploits. Mariner is not in default or breach of its obligations under any Material Contracts to which it is a party and to the knowledge of Mariner, there exists no state of facts which, after notice or lapse of time or both, would constitute such a default or breach, and all such Material Contracts are now in good standing and in full force and effect without amendment thereto and Mariner is entitled to all benefits thereunder. Further, there are no outstanding material disputes under any such contracts and, except for the Regulatory Approvals, no consents, releases, waivers or approvals are necessary under such contracts with regard to the transactions described in this Agreement;
14. Mariner has filed with appropriate taxation authorities, federal, state, provincial and local, all returns, reports and declarations which are required to be filed by it and has paid all Taxes which have become due and no taxing authority is asserting or has, to the knowledge of Mariner threatened to assert, or has any basis for asserting against Mariner any claim for additional Taxes or interest thereon or penalty;
15. the financial statements of Mariner forming part of the Mariner Disclosure Documents (the "**Mariner Financial Statements**"), as provided to Exploits, are true and correct in every material respect and present fairly and accurately the financial position and results of the operations of Mariner for the periods then ended, and have been prepared in accordance with International Financial Reporting Standards applied on a consistent basis;
16. the Books and Records of Mariner disclose all material financial transactions of Mariner since inception and such transactions have been fairly and accurately recorded;
17. there are no material liabilities of Mariner, whether direct, indirect, absolute, contingent or otherwise, which are not disclosed or reflected in the Mariner Financial Statements except those incurred in the ordinary course of business of Mariner, which have been disclosed to Exploits;
18. there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of Mariner or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the business, assets of Mariner or the right or capacity of Mariner to carry on its business other than as disclosed in the Mariner Financial Statements and the Mariner Disclosure Documents;
19. to its knowledge, Mariner is not in material breach of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever;

20. Mariner is conducting and has since incorporation conducted its business in compliance with all Applicable Laws of each jurisdiction in which it carries on business;
21. except as disclosed in this Agreement, Mariner has not incurred any liability for broker's or finder's fees of any kind whatsoever with respect to this Agreement or any transaction contemplated under this Agreement;
22. Mariner has maintained proper and consistent Books and Records of its activities, and such Books and Records are up to date, have been provided to Exploits for review, and there has been no material change in any practice or policy insofar as such change might affect the valuation of assets or the recording of expenditures or receipts relating to Mariner and its business and assets;
23. except as disclosed in the Mariner Financial Statements:
 - (a) Mariner is not indebted to the Mariner Shareholders or any one of them, whether by way of shareholder loan, unpaid, accrued or deferred compensation or otherwise;
 - (b) none of the Mariner Shareholders or any other officer, director or employee of Mariner is indebted or under obligation to Mariner on any account whatsoever; and
 - (c) Mariner has not guaranteed or agreed to guarantee any debt, liability or other obligation of any kind whatsoever of any Person, firm or corporation of any kind whatsoever;
24. except as disclosed in this Agreement, since the date of the most recent Mariner Financial Statements, Mariner has not:
 - (a) declared, made or committed itself to make any payment of any dividends or any other distribution in respect of its shares;
 - (b) issued or sold any bonds, debentures or other debt instruments;
 - (c) mortgaged, pledged, subjected to lien, granted a security interest in or otherwise encumbered any of its assets, whether tangible or intangible;
 - (d) made any gift of money or of any of its assets to any Person;
 - (e) made any licence, sale, assignment, transfer, or disposition of its assets; or
 - (f) authorized, agreed or otherwise become committed to do any of the foregoing;
25. Mariner has no indebtedness, liabilities or obligations, secured or unsecured (whether accrued, absolute, contingent or otherwise), except for those described in the Mariner Financial Statements, those incurred in the ordinary course of business (which have been disclosed to Exploits) and those incurred in connection with the transactions contemplated by this Agreement;
26. the corporate records of Mariner are or will be on Closing complete and accurate in all material respects;
27. except as disclosed in this Agreement, Mariner has no Information or knowledge of any fact relating to its assets or any indebtedness of Mariner or the transactions contemplated hereby which might reasonably be expected to have a Material Adverse Effect on any of the assets or the organization, operations, affairs, prospects or financial condition or position of Mariner; and
28. the facts which are the subject of the representations and warranties of Mariner contained in this Agreement comprise all material facts known to Mariner which are material and relevant to its obligations hereunder or which might prevent it from meeting its obligations under this Agreement.