

SHARE EXCHANGE AGREEMENT

THIS SHARE EXCHANGE AGREEMENT is made as of the 13th day of November, 2020 and is

AMONG

THE PERSONS IDENTIFIED ON SCHEDULE A TO THIS AGREEMENT AS THE SELLERS,

(together, the “**Sellers**”)

AND

12185849 CANADA INC., a corporation incorporated under the federal laws of Canada

(“**CanadaCorp**”)

AND

KINGSVIEW MINERALS LTD., a corporation incorporated under the laws of the Province of British Columbia

(“**Kingsview**”)

RECITALS:

- A. CanadaCorp has an aggregate of five million one hundred (5,100,000) issued and outstanding common shares.
- B. Kingsview is a corporation incorporated under the laws of the province of British Columbia.
- C. The Sellers are the registered and beneficial owners of an aggregate of all of the issued and outstanding shares of CanadaCorp representing five million one hundred thousand (5,100,000) common shares in the capital of CanadaCorp, (the “**Purchased Shares**”).
- D. The Sellers wish to sell to Kingsview, and Kingsview wishes to purchase from the Sellers, all of the Purchased Shares on the terms and conditions set forth in this Agreement.
- E. Upon completion of the transactions contemplated in this Agreement, Kingsview will be the sole shareholder of CanadaCorp resulting in CanadaCorp becoming a wholly owned subsidiary of Kingsview.

IN CONSIDERATION of the premises and mutual covenants hereinafter contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each of the parties hereto, the parties agree with one another as follows:

- 1.1 *Definitions.* Whenever used in this Agreement, the following words and terms will have the respective meanings ascribed to them below:
 - 1.1.1 “**Agreement**” means this Share Exchange Agreement, all of the Schedules to this Share Exchange Agreement and all instruments supplemental to or in amendment or confirmation of this Share Exchange Agreement.
 - 1.1.2 “**Assets**” means both the list of Material Contracts of CanadaCorp as evidenced in Schedule B of this Agreement and the Property Portfolio of CanadaCorp as evidenced in Schedule C of this Agreement.
 - 1.1.3 “**Closing**” means the completion of the purchase and sale of the Purchased Shares pursuant to this Agreement.
 - 1.1.4 “**Closing Date**” means November 13, 2020

- 1.1.5 “**Closing Time**” means 10:00 a.m. (Toronto time) on the Closing Date or such other time as the parties may agree as the time at which the Closing will take place.
- 1.1.6 “**Damages**” has the meaning given in Section 6.1.
- 1.1.7 “**Encumbrance**” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, pre-emptive right, community property interest or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset, any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).
- 1.1.8 “**Governmental Authority**” means any federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign and includes any department, commission, board, administrative agency or regulatory body thereof.
- 1.1.9 “**Material Contracts**” means the exhaustive list and form of all executed agreements to which CanadaCorp is a party to, as evidenced in Schedule B.
- 1.1.10 “**Material Adverse Effect**” means, in respect of CanadaCorp and Sellers, any change, event, effect or occurrence that is, individually or in aggregate, material and adverse to the business, properties, assets, liabilities (including any contingent liabilities that may arise through outstanding, pending or threatened litigation or otherwise), capitalization, condition (financial or otherwise), operations or results of operations of that Party and its subsidiaries and material joint ventures taken as a whole, other than any change, effect, event or occurrence:
- (a) relating to the general economic conditions, global political conditions or securities markets in general;
 - (b) relating to any of the principal markets served by CanadaCorp’s business generally or shortages or price changes with respect to metals or other products used or sold by CanadaCorp
 - (c) relating to changes in currency exchange rates;
 - (d) relating to any generally applicable change in applicable laws or regulations (other than orders, judgments or decrees against CanadaCorp any of its Subsidiaries and material joint ventures) or in accounting standards; or
 - (e) attributable to the announcement or pendency of this Agreement, or otherwise contemplated by or resulting from the terms of this Agreement;
- 1.1.11 “**Kingsview Shares**” means the common shares in the capital of Kingsview as they are presently constituted.
- 1.1.12 “**CanadaCorp Shares**” means the common shares in the capital of CanadaCorp as they are presently constituted.
- 1.1.13 “**Payment Shares**” has the meaning given in Section 2.2.
- 1.1.14 “**Person**” includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity.

- 1.1.15 “**Property Portfolio**” means the list of properties and their mineral claims as evidenced in Schedule C of this Agreement.
- 1.1.16 “**Purchase Price**” has the meaning given in Section 2.2.
- 1.1.17 “**Purchased Shares**” has the meaning given in the recitals above.
- 1.1.18 “**Subsidiary**” (“Subsidiaries” in the plural) means, with respect to a specified body corporate, any body corporate of which more than 50% of the outstanding shares ordinarily entitled to elect a majority of the board of directors thereof (whether or not shares of any other class or classes will or might be entitled to vote upon the happening of any event or contingency) are at the time owned directly or indirectly by such specified body corporate and will include any body corporate, partnership, joint venture or other entity over which it exercises direction or control.
- 1.2 *Gender and Number.* In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 1.3 *Article and Section Headings.* Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content of any Article or Section and will not be considered to be part of this Agreement.
- 1.4 *Schedules.* The following Schedules are an integral part of this Agreement:
Schedule A – The Sellers, Purchased Shares and Payment Shares
Schedule B – Material Contracts of CanadaCorp
Schedule C – List of Property Portfolio
- 1.5 *Arm’s Length.* For purposes of this Agreement, Persons are not dealing “at arm’s length” with one another if they would not be considered to be dealing at arm’s length with one another for purposes of the *Income Tax Act* (Canada), as amended.
- 1.6 *Statutory Instruments.* Unless otherwise specifically provided in this Agreement, any reference in this Agreement to any law, by law, rule, regulation, order, act or statute of any government, Governmental Authority or other regulatory body will be construed as a reference to those as amended or re-enacted from time to time or as a reference to any successor thereof.

2. PURCHASE AND SALE

- 2.1 *Purchased Shares.* Upon and subject to the terms of this Agreement, the Sellers agree to sell, assign and transfer, free and clear of all Encumbrances, and Kingsview agrees to purchase, all of the Purchased Shares, as at the Closing Time on the Closing Date, in accordance with subsection 2.3.1 below.
- 2.2 *Purchase Price.* The aggregate purchase price (the “**Purchase Price**”) payable by Kingsview to the Sellers for the Purchased Shares shall be the issuance to the Sellers of an aggregate of 5,100,000 Kingsview Shares (the “**Payment Shares**”) as fully paid and non-assessable. The Payment Shares will be allocated among the Sellers as set forth in Schedule A.
- 2.3 *Acknowledgements and Agreements of the Sellers.* Each of the Sellers acknowledges and agrees as follows with respect to the sale of the Purchased Shares and the receipt of the Payment Shares by such Seller pursuant to this Agreement:

- 2.3.1 Effective as at the Closing Time (i) the Sellers shall be deemed to have sold, assigned and transferred the Purchased Shares to Kingsview, (ii) Kingsview shall be delivered one or more share certificates registered as directed by Kingsview representing the total number of CanadaCorp Purchased Shares, (iii) the Payment Shares shall be issued to the Sellers, allocated among the Sellers pursuant to section 2.2 above, and evidenced by certificates delivered to the Sellers representing the Payment Shares, and (iv) any certificates representing the Purchased Shares held by the Sellers shall be cancelled and thereafter shall be of no further force or effect.
- 2.3.2 Such Seller has been independently advised as to the applicable hold periods imposed in respect of the Payment Shares by the securities legislation in the jurisdiction in which such Seller resides, and such Seller confirms that no representation has been made respecting the applicable hold periods for the Payment Shares and that such Seller is aware of the risks and other characteristics of the Payment Shares and of the fact that such Seller may not resell the Payment Shares except in accordance with applicable securities legislation and regulatory policy until expiry of the applicable hold periods and compliance with the other requirements of applicable law. Such Seller acknowledges that the certificates representing the Payment Shares will contain legends denoting the applicable resale restrictions, if any, and such Seller will not resell the Payment Shares except in accordance with the provisions of applicable securities legislation.
- 2.3.3 Such Seller has been advised that no prospectus has been filed in connection with the issuance and granting of the Payment Shares and as the Payment Shares are being issued and granted to the Sellers pursuant to exemptions from the prospectus requirements of applicable securities laws:
- (a) most of the civil remedies applicable to the issuance and granting of securities by way of prospectus provided for in such laws are not available to such Seller;
 - (b) such Seller may not receive information that would be provided if no such exemptions were available; and
 - (c) Kingsview is relieved of certain obligations in respect of offerings by way of prospectus which would otherwise apply under applicable securities laws.

3. REPRESENTATIONS AND WARRANTIES

- 3.1 *Representations and Warranties of CanadaCorp.* CanadaCorp represents, warrants and covenants to Kingsview as follows, and acknowledges that Kingsview is relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated hereby:
- 3.1.1 Organization and Good Standing – CanadaCorp is duly incorporated or organized and validly existing under the federal laws of Canada.
- 3.1.2 Bankruptcy – No bankruptcy, liquidation, winding up, insolvency or receivership proceedings have been instituted or are pending against CanadaCorp, and CanadaCorp is able to satisfy its liabilities as they become due.
- 3.1.3 Due Authorization – CanadaCorp has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of CanadaCorp.

- 3.1.4 Authorized and Issued Capital – The authorized capital of CanadaCorp consists of an unlimited number of common shares and an unlimited number of special shares, issuable in series, of which 5,100,000 CanadaCorp Shares have been validly issued and are outstanding as fully paid and non-assessable. The Sellers are the registered owners of all of the Purchased Shares and the Purchased Shares are held by them as set out in Schedule A.
 - 3.1.5 Enforceability of Obligations – This Agreement constitutes a valid and binding obligation of CanadaCorp enforceable against CanadaCorp in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.
 - 3.1.6 Subsidiaries – CanadaCorp does not have any Subsidiaries.
 - 3.1.7 Material Contracts – the material contracts listed in *Schedule B: Material Contracts* constitute all material contracts of CanadaCorp. Each of the CanadaCorp Material Contracts is in full force and effect, unamended and there exists no default warranty claim or other obligation or liability or event, occurrence, condition or act which with the giving of notice, lapse of time or the happening of any other event or condition, would become a default or give rise to a warranty claim or other obligation or liability thereunder. CanadaCorp has not violated or breached, in any material aspect any terms or conditions of any Material Contract which it is a party to and all the covenants to be performed by any party thereto have been fully and properly performed.
 - 3.1.8 Property Portfolio - CanadaCorp has good and marketable title to its properties and is the registered holder and owner of all of the claims detailed and affixed to this Agreement in Schedule C.
 - 3.1.9 Business Compliance - CanadaCorp has conducted and is conducting business in compliance in all material respects with all applicable laws, regulations, bylaws, ordinances, regulations, rules, judgements, decrees and orders of each jurisdiction in which its business is carried on in.
 - 3.1.10 No Litigation – There are no actions or suits or other legal proceedings currently pending against CanadaCorp or threatened against CanadaCorp which individually or in aggregate have or could reasonably be expected to have a Material Adverse Effect on CanadaCorp.
- 3.2 *Representations and Warranties of the Sellers:* Each Seller severally (and not jointly or jointly and severally) makes the following representations and warranties to Kingsview and acknowledges that Kingsview is relying on such representations and warranties in entering into this Agreement and in completing the transactions contemplated under this Agreement:
- 3.2.1 The Purchased Shares – Such Seller is the legal and beneficial owner of the number of Purchased Shares shown as held by such Seller on Schedule A and on Closing Kingsview will acquire good and marketable title to such Purchased Shares free and clear of all Encumbrances.
 - 3.2.2 Litigation (Shares) – There is no suit, action, litigation, arbitration proceeding or governmental proceeding, including appeals and applications for review, in progress, pending or threatened against such Seller relating to the Purchased Shares.

- 3.2.3 Enforceability of Obligations – When executed and delivered, this Agreement will constitute valid and legally binding obligations enforceable against such Seller in accordance with its terms subject, however, to limitations with respect to enforcement imposed by law in connection with bankruptcy or similar proceedings and to the extent that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.
- 3.2.4 Residence – Such Seller is resident in the jurisdiction set out opposite its name on Schedule A.
- 3.2.5 Corporate Seller – If the Seller is a corporation:
 - (a) it is duly incorporated or organized and validly existing in its jurisdiction of incorporation and is in good standing with respect to the filing of annual reports; and
 - (b) it has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement; and the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of such Seller.
- 3.3 *Representations and Warranties of Kingsview.* Kingsview hereby represents, warrants and covenants to CanadaCorp and the Sellers as follows and acknowledges that CanadaCorp and the Sellers are relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated under this Agreement:
 - 3.3.1 Organization and Good Standing – Kingsview is duly incorporated or organized and validly existing under the laws of the Province of British Columbia, Canada.
 - 3.3.2 Bankruptcy – No bankruptcy, insolvency or receivership proceedings have been instituted or are pending against Kingsview and Kingsview is able to satisfy its liabilities as they become due.
 - 3.3.3 Capacity to Carry on Business – Kingsview has all necessary corporate power, authority and capacity to own its Assets and to carry on its business as presently owned and carried on by it and Kingsview is duly licensed, registered and qualified as a corporation to do business and is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary.
 - 3.3.4 Due Authorization – Kingsview has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of Kingsview.
- 3.4 *Survival.* The representations, warranties and covenants made by the parties in sections 3.1, 3.2, and 3.3 shall terminate (and be of no further force or effect) after the Closing Time.

4. COVENANTS

4.1 *Covenants of CanadaCorp, and the Sellers.* Until the earlier of the Closing Time or the termination of this Agreement in accordance with its terms, each of the Sellers and CanadaCorp severally (and not jointly or jointly and severally) hereby covenants and agrees with Kingsview as follows:

4.1.1 *Necessary Consents.* The Sellers and CanadaCorp shall use commercially reasonable efforts to obtain all approvals or consents as are required to complete the transactions contemplated by this Agreement, including those of the directors and shareholders of CanadaCorp or any applicable Governmental Authority;

4.1.2 *Satisfaction of Conditions Precedent.* Each of the Sellers and CanadaCorp shall use commercially reasonable efforts to satisfy or cause to be satisfied the conditions precedent to the transactions contemplated herein which are within his, her or its control.

4.1.3 *All other Actions.* The Sellers and CanadaCorp shall cooperate fully with Kingsview, and will use all commercially reasonable efforts to assist Kingsview in its efforts to complete the transactions contemplated by this Agreement, unless such cooperation and efforts would subject the Sellers or CanadaCorp to any extraordinary cost or liability or would be in breach of any applicable statutory or regulatory requirements.

4.1.4 *Material Changes.* CanadaCorp shall promptly advise Kingsview in writing of any event, change or development that has or is reasonably expected to have an adverse effect in respect of the CanadaCorp or the transactions contemplated hereunder.

4.2 *Covenants of Kingsview.* Kingsview hereby covenants and agrees with the Sellers and CanadaCorp as follows:

4.2.1 *Necessary Consents.* Kingsview shall use commercially reasonable efforts to obtain all approvals or consents as are required to complete the transactions contemplated by this Agreement, including those of the directors and shareholders of Kingsview, or any applicable Governmental Authority.

4.2.2 *All other Actions.* Kingsview shall cooperate fully with the Sellers and CanadaCorp and will use all commercially reasonable efforts to assist the Sellers and CanadaCorp in their efforts to complete the transactions contemplated by this Agreement, unless such cooperation and efforts would subject Kingsview to any extraordinary cost or liability or would be in breach of any applicable statutory or regulatory requirements.

5. CONDITIONS PRECEDENT

5.1 *Conditions Precedent for the Benefit of Kingsview.* The obligation of CanadaCorp to complete the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of Kingsview and may be waived by it in whole or in part):

5.1.1 *Truth of Representations and Warranties –* The representations and warranties of CanadaCorp and the Sellers contained in this Agreement will be true and correct on and as of the Closing Date.

- 5.1.2 Covenants and Agreements – Each of CanadaCorp and the Sellers will have satisfied and complied with all covenants and agreements in this Agreement agreed to be performed or caused to be performed by him, her or it on or before the Closing Time.
 - 5.1.3 Consents – All consents, approvals, orders and authorizations of or from Governmental Authorities required in connection with the completion of the transactions contemplated by this Agreement will have been obtained on or before the Closing Time on terms and conditions satisfactory to CanadaCorp, including the conditional approval of the listing of the Payment Shares.
 - 5.1.4 No Material Adverse Effect – No Material Adverse Effect (nor any condition, event or development involving a prospective Material Adverse Effect) shall have occurred in the Business, Assets, operations, capital or financial condition of Kingsview.
 - 5.1.5 Board Representation – CanadaCorp will have tendered any resignations should they be requested by Kingsview’s Board of Directors and are to be delivered by CanadaCorp directors and officers at Closing.
- 5.2 *Waivers.* Each of the parties on his, her or its behalf, may waive any condition for his, her or its benefit in this Agreement, in whole or in part, without prejudice to any right of rescission or any other right in the event of the non-fulfilment of any other condition or conditions. A waiver will only be binding if it is in writing.

6. INDEMNIFICATION

- 6.1 *Indemnification by Kingsview.* Kingsview agrees to indemnify and save harmless CanadaCorp from and against any and all losses, debts, obligations, liabilities, expenses, costs and damages (including reasonable legal fees) (collectively, the “**Damages**”) suffered or incurred by CanadaCorp as a result of any breach of, or untruth of, any of the covenants, warranties or representations contained in section 3.3 and 4.2 of this Agreement.
- 6.2 *Indemnification by CanadaCorp.* CanadaCorp agrees to indemnify and save harmless Kingsview from and against any and all Damages suffered or incurred by Kingsview as a result of any breach of, or untruth of, any of the covenants, warranties or representations contained in section 3.1, or 4.1 of this Agreement.

7. CLOSING ARRANGEMENTS

- 7.1 On the Closing Date, CanadaCorp and the Sellers shall deliver, or cause to be delivered, to Kingsview such documents as may reasonably be required to perfect the transactions contemplated by this Agreement and Kingsview shall deliver, or cause to be delivered, to CanadaCorp and the Sellers such documents as may reasonably be required to perfect the transactions contemplated by this agreement.

8. NOTICES

- 8.1 *Delivery of Notice.* Any notice, direction or other instrument required or permitted to be given by any party under this Agreement will be in writing and will be sufficiently given if delivered personally or by courier, or transmitted by fax or email means during the transmission of which no indication of failure of receipt is communicated to the sender:

in the case of CanadaCorp and the Sellers:

12184849 Canada Inc.
1780 Coyote Ridge Rd.
Crystal Falls, Ontario P0H 1L0
Attention: Steve Anderson
Email: visionexploration@persona.ca

in the case of Kingsview:

Kingsview Minerals Ltd.
Suite 810-789 West Pender Street
Vancouver, British Columbia V6C 1H2
Attention: Gary Handley
Email: gary@venexcapital.com

- 8.2 *Receipt of Notice.* Any such notice, direction or other instrument, if delivered personally, will be deemed to have been given and received on the date on which it was received at such address and, if sent by fax or email, will be deemed to have been given and received on the date of transmission in accordance with this Section.

9. POWER OF ATTORNEY

- 9.1 Each of the Sellers hereby severally and irrevocably appoints CanadaCorp as their attorney to take any action that is required and hereby authorizes any director or officer of CanadaCorp, on behalf of CanadaCorp, to sign any documents on their behalf, including without limitation, for the purposes of all Closing matters and deliveries of documents and to do and cause to be done all such acts and things as may be necessary or desirable in connection with the transactions contemplated hereunder, including the sale, assignment and transfer of the Purchased Shares to Kingsview. Without limiting the generality of the foregoing, CanadaCorp may, on behalf of itself and the Sellers, extend the Time of Closing, modify or waive such conditions as are contemplated herein, negotiate, settle and deliver the final forms of this Agreement and any other documents that are necessary or desirable to give effect to the transactions contemplated herein.

10. GENERAL PROVISIONS

- 10.1 *Entire Agreement.* This Agreement, including all the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein and therein.
- 10.2 *Costs and Expenses.* Each of Kingsview, CanadaCorp and the Sellers agrees that it will pay their own fees and expenses and all applicable taxes thereon in connection with the purchase and sale of the Purchased Shares and the transactions contemplated by this Agreement.
- 10.3 *Confidentiality.* Until the Closing Time, and in the event of the termination of this Agreement without consummation of the transactions contemplated by this Agreement, for a period of one year from the date of this Agreement, each party to this Agreement will keep confidential any information obtained from the other parties, provided that a party may disclose

confidential information (i) to those of its representatives and professional advisors who have a need to know the information in connection with providing advice with respect to this Agreement and the transactions contemplated thereby if such representatives and advisors commit to protect such information in a manner consistent herewith or (ii) if such disclosure is required by law or over Governmental Authority or (iii) if such information has been made public other than as a result of a breach of this Section. If this Agreement is terminated without consummation of the transactions contemplated thereby, promptly after such termination all documents, work papers and other written material obtained from a party in connection with this Agreement and not theretofore made public (including all copies and photocopies thereof), shall be returned to the party that provided such material.

- 10.4 *Independent Legal Advice.* CanadaCorp and the Sellers hereby acknowledges and agrees that:
- a) He/she/it has had an opportunity to obtain independent legal advice before entering into this Agreement;
 - b) He/she/it fully understands the advantages and disadvantages of obtaining such independent legal advice;
 - c) He/she/it understands the respective rights and obligations of the parties under, and the nature and consequences of, this Agreement; and
 - d) He/she/it is signing this Agreement voluntarily.
- 10.5 *Waiver.* The failure of a party in any one or more instances to insist on strict performance of any of the terms this Agreement or to exercise any right or privilege arising under it will not preclude it from requiring by reasonable notice that any other party duly perform its obligations or preclude it from exercising such a right or privilege under reasonable circumstances, nor will waiver in any one instance of a breach be construed as an amendment of this Agreement or waiver of any later breach.
- 10.6 *Assignment.* None of the parties will assign, transfer, charge or otherwise encumber the benefit (or any part thereof) or the burden (or any part thereof) of this Agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld.
- 10.7 *Further Assurances.* Each of the parties hereto will from time to time at the request of any of the other parties hereto and without further consideration, execute and deliver all such other additional assignments, transfers, instruments, notices, releases and other documents and will do all such other acts and things as may be necessary or desirable to assure more fully the consummation of the transactions contemplated hereby.
- 10.8 *Time.* Time will be of the essence of this Agreement.
- 10.9 *Amendment.* This Agreement may be amended or varied only by agreement in writing signed by each of the parties. Unless the context otherwise so requires, a reference to this Agreement includes a reference to this Agreement as amended or varied from time to time.
- 10.10 *Several.* Unless otherwise provided, each and every covenant, representation or warranty of the Sellers contained herein is several (and not joint or joint and several).
- 10.11 *Severability.* If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

SELLERS

2060014 CANADA INC.

By: Steve Anderson

"Steve Anderson"

(Authorized Signatory)

DON MCHOLDINGS LIMITED.

By: Don Mckinnon

"Don Mckinnon"

(Authorized Signatory)

7806221 CANADA INC.

By: Anthony Durkacz

"Anthony Durkacz"

(Authorized Signatory)

2254022 ONTARIO LTD.

By: Philip Black

"Philip Black"

(Authorized Signatory)

"Max Lawson"

MAX LAWSON

"Mike England"

MIKE ENGLAND

"Gilbert Clement"

Gilbert Clement

"Clifford Clement"

Clifford Clement

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SCHEDULE A

THE SELLERS, PURCHASED SHARES AND PAYMENT SHARES

CanadaCorp Shareholders	Shareholder Address	Number of Purchased Shares held	Number of Payment Shares to be Received
2060014 Ontario Inc.		1,750,000	1,750,000
Don McHoldings Limited		1,750,000	1,750,000
7806221 Canada Inc.		500,000	500,000
2254022 Ontario Ltd.		500,000	500,000
Max Lawson		200,000	200,000
Mike England		200,000	200,000
Gilbert Clement		100,000	100,000
Clifford Clement		100,000	100,000
TOTAL		5,100,000	5,100,000

SCHEDULE B

MATERIAL CONTRACTS LIST AND FORM ATTACHED

SCHEDULE C

Property Portfolio

Echum Project

Claim 544780	Claim 544781	Claim 544782
Claim 544783	Claim 544784	Claim 544785
Claim 544786	Claim 544787	
Claim 587927	Claim 587928	Claim 587929
Claim 587930	Claim 587931	Claim 587932
Claim 587933	Claim 587934	Claim 587935
Claim 587936	Claim 587937	Claim 587938
Claim 587939	Claim 587940	Claim 587941
Claim 587942	Claim 587943	Claim 587944
Claim 587945		
Claim 587947	Claim 587948	Claim 587949
Claim 587950	Claim 587951	Claim 587952
Claim 587953	Claim 587954	Claim 587955
Claim 587956	Claim 587957	Claim 587958
Claim 587959	Claim 587960	Claim 587961
Claim 587962	Claim 587963	Claim 587964
Claim 587965	Claim 587966	Claim 587967
Claim 587968	Claim 587969	Claim 587970
Claim 587971	Claim 587972	Claim 587973
Claim 613036	Claim 613037	Claim 613038
Claim 613039	Claim 613040	Claim 613041
Claim 613042	Claim 613043	Claim 613044
Claim 613045	Claim 613046	Claim 613047
Claim 613048	Claim 613049	Claim 613050
Claim 613051	Claim 613052	Claim 613053
Claim 613054	Claim 613055	Claim 613056
Claim 613057	Claim 613058	Claim 613059
Claim 613060	Claim 613061	Claim 613062
Claim 613063	Claim 613064	Claim 613065
Claim 613066	Claim 613067	Claim 613068
Claim 613069	Claim 613070	Claim 613071
Claim 613072	Claim 613072	Claim 613073
Claim 613075	Claim 613076	Claim 613077
Claim 613078	Claim 613079	Claim 613080
Claim 613081	Claim 613082	Claim 613083
Claim 613084	Claim 613085	Claim 613086
Claim 613087	Claim 613088	Claim 613089
Claim 613090	Claim 613091	Claim 613092
Claim 613093	Claim 613094	Claim 613095
Claim 613096	Claim 613097	Claim 613098
Claim 613099	Claim 613100	Claim 613101
Claim 613174	Claim 613175	Claim 613176
Claim 613177	Claim 613178	Claim 613179
Claim 613180		
Claim 615157	Claim 615158	

SCHEDULE C

Centennial Project

Claim 118692

Claim 129121

Claim 230396

Claim 277652

Claim 289840

Claim 338051

Claim 552499

Claim 552500

Claim 555160

Lendrum Project

Claim 119631

Claim 128620

Claim 133950

Claim 152161

Claim 156360

Claim 159079

Claim 165696

Claim 175798

Claim 192626

Claim 210161

Claim 210161

Claim 221714

Claim 221830

Claim 228988

Claim 228989

Claim 232442

Claim 232443

Claim 258398

Claim 260307

Claim 269157

Claim 276166

Claim 276167

Claim 287947

Claim 287948

Claim 295527

Claim 295528

Claim 296550

Claim 312121

Claim 320737

Claim 320738

Claim 323444

Claim 324836

Claim 324999

Claim 336315

Claim 566916

Claim 580407

Claim 580408

Claim 580409

Claim 580410

Claim 588264

Claim 588487