

GOLD HUNTER RESOURCES INC.

and

FIREFLY METALS LTD.

SHARE PURCHASE AND SALE AGREEMENT

December 21, 2023

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THIS SHARE PURCHASE AND SALE AGREEMENT is dated December 21, 2023

BETWEEN:

GOLD HUNTER RESOURCES INC., a corporation governed by the laws of the Province of British Columbia,

(the “**Vendor**”);

- and -

FIREFLY METALS LTD., a corporation governed by the laws of Australia,

(the “**Purchaser**”).

RECITALS:

- A. The Vendor is, directly or indirectly, the registered and beneficial owner of the mineral claims or has rights to acquire the mineral claims in Newfoundland, Canada, described in Schedule D hereto (the “**Mining Rights**”).
- B. The Vendor is reorganizing its corporate holdings such that all of the Mining Rights will be transferred to 1451366 B.C. Ltd. (the “**Company**”), its wholly-owned subsidiary prior to the Closing Date (as defined below) (the “**Vendor Pre-Closing Reorganization**”).
- C. Upon and subject to the completion of the Vendor Pre-Closing Reorganization, the Vendor has agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor all of the issued and outstanding shares in the capital of the Company (the “**Purchased Shares**”), on the terms and conditions of this Agreement.
- D. At Closing, the Vendor will sell, transfer and assign all of the Purchased Shares to the Purchaser against payment of the Purchase Price (as defined herein) by the Purchaser to the Vendor.

THEREFORE, the Parties agree as follows:

ARTICLE 1 PURCHASE AND SALE

1.1 Definitions

Unless otherwise defined in this Agreement, capitalized words and terms shall have the meanings set out in Schedule A hereto.

1.2 Purchase and Sale

On the terms and conditions of this Agreement, at the Closing the Vendor shall sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the Purchased Shares.

1.3 Action by Vendor and Purchaser

The closing of the sale and purchase of the Purchased Shares (the “**Closing**”) will take place remotely by exchange of documents and signatures (or their electronic counterparts), at 9:00 a.m. (Vancouver time) (the “**Closing Time**”) on the date that is two (2) Business Days following the satisfaction or waiver of all conditions precedent set out in Article 5 and Article 6, or such other date or at such other time or place as the Parties may agree in writing (the “**Closing Date**”). The Closing shall be deemed effective as of the Closing Time on the Closing Date.

1.4 Use of Subsidiaries

The Purchaser shall be entitled to effect the transactions contemplated by this Agreement through the use of one or more wholly-owned Subsidiaries.

ARTICLE 2 PURCHASE PRICE

2.1 Purchase Price

The purchase price for the Purchased Shares (the “**Purchase Price**”) shall be comprised of 30,290,624 Purchaser Shares issued to the Vendor at a price of \$0.5519 per Purchaser Share representing an amount equal to the twenty-day volume weighted average price of the Purchaser Shares on the ASX ending on the date that is one Business Day prior to the date of this Agreement (the “**Purchaser Consideration Shares**”), subject to any adjustments in accordance with this Agreement.

2.2 Purchase Price Payments

At the Closing Time, the Purchaser will issue the Purchaser Consideration Shares to the order and the direction of the Vendor. The Purchaser shall deliver to the Vendor (or as the Vendor may otherwise direct in writing at least three Business Days before the Closing Date) a holding statement representing the Purchaser Consideration Shares at the Closing Time.

2.3 Cleansing Statement or Prospectus

- (a) As soon as practicable after the issue of Purchaser Shares pursuant to this Agreement (and in any event within five Business Days), the Purchaser will provide ASX a notice that complies with section 708A(5)(e) of the Corporations Act, or, if the Purchaser is unable to issue such a notice, lodge with the ASIC a prospectus (within 15 Business Days) prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of the relevant Purchaser Consideration Shares does not require disclosure to investors.
- (b) If a notice delivered under clause Article 2.3(a) for any reason is not effective to ensure that an offer for sale of Purchaser Consideration Shares does not require disclosure to investors, the Purchaser must, no later than 15 Business Days after

becoming aware of such notice being ineffective, lodge with the ASIC a prospectus prepared in accordance with the Corporations Act and do all such things necessary to satisfy section 708A(11) of the Corporations Act to ensure that an offer for sale of Purchaser Consideration Shares does not require disclosure to investors.

ARTICLE 3 VENDOR MEETING

3.1 Vendor Meeting

Subject to the terms of this Agreement, the Vendor shall:

- (a) convene and conduct the Vendor Meeting in accordance with its constating documents and applicable Laws, as soon as reasonably practicable after executing the Agreement, and in any event on or before March 15, 2024;
- (b) in consultation with the Purchaser, fix and publish a record date for the purposes of determining the Vendor Shareholders entitled to receive notice of and vote at the Vendor Meeting and give notice to the Purchaser of the Vendor Meeting;
- (c) allow the Purchaser's representatives and legal counsel to attend the Vendor Meeting;
- (d) not adjourn, postpone or cancel (or propose or permit the adjournment, postponement or cancellation of) the Vendor Meeting without the Purchaser's prior written consent, except as required for quorum purposes (in which case the Vendor Meeting shall be adjourned and not cancelled), by Law, by a Governmental Authority or by a valid Vendor Shareholder action (which action is not solicited or proposed by the Vendor or the Vendor Board);
- (e) solicit proxies in favour of the Transaction Resolution, including, if so requested by the Purchaser and at the expense of the Purchaser, using the services of proxy solicitation firms to solicit proxies in favour of the approval of the Transaction Resolution;
- (f) provide the Purchaser with copies of or access to information regarding the Vendor Meeting generated by any proxy solicitation services firm engaged by the Vendor, as requested from time to time by the Purchaser;
- (g) promptly advise the Purchaser, if and to the extent requested by the Purchaser, as frequently as the Purchaser may reasonably request, and, if so requested by the Purchaser, at least on a daily basis on each of the last ten (10) Business Days prior to the date of the Vendor Meeting, as to the aggregate tally of the proxies received by the Vendor in respect of the Transaction Resolution;

- (h) not change the record date for the Vendor Shareholders entitled to vote at the Vendor Meeting in connection with any adjournment or postponement of the Vendor Meeting unless required by Law or with the Purchaser's written consent;
- (i) not without the prior written consent of the Purchaser, waive the deadline for the submission of proxies by Vendor Shareholders for the Vendor Meeting; and
- (j) at the reasonable request of the Purchaser from time to time, promptly provide the Purchaser with a list (in both written and electronic form) of: (i) the registered Vendor Shareholders, together with their addresses and respective holdings of Vendor Shares; (ii) the names and addresses (to the extent in the Vendor's possession or otherwise reasonably obtainable by the Vendor) and holdings of all Persons having rights issued by the Vendor to acquire Vendor Shares; and (iii) participants in book-based systems and non-objecting beneficial owners of Vendor Shares, together with their addresses and respective holdings of Vendor Shares. The Vendor shall from time to time require that its registrar and transfer agent furnish the Purchaser with such additional information, including updated or additional lists of the Vendor Shareholders and lists of holdings and other assistance as the Purchaser may reasonably request.

3.2 Vendor Circular

- (a) The Vendor shall (i) as promptly as reasonably practicable following execution of this Agreement, prepare the Vendor Circular together with any other documents required by applicable Laws in connection with the Vendor Meeting and (ii) as promptly as reasonably practicable following execution of this Agreement, file the Vendor Circular in all jurisdictions where the same is required to be filed and mail the Vendor Circular to each Vendor Shareholder and any other Person as required under applicable Laws, in each case, using commercially reasonable efforts so as to permit the Vendor Meeting to be held by the date specified in Section 3.1(a).
- (b) On the date of mailing of the Vendor Circular, the Vendor shall ensure that the Vendor Circular complies in all material respects with all applicable Laws and shall contain sufficient detail to permit the Vendor Shareholders to form a reasoned judgment concerning the matters to be placed before them at the Vendor Meeting, and, without limiting the generality of the foregoing, shall ensure that the Vendor Circular will not contain any misrepresentation.
- (c) The Vendor Circular shall: (i) state that the Vendor Board has unanimously determined that the Transaction is fair to the Vendor Shareholders and that the Transaction is in the best interests of the Vendor; (ii) contain the unanimous recommendation of the Vendor Board to the Vendor Shareholders that they vote in favour of the Transaction (the "**Vendor Board Recommendation**") and (iii) include statements that each of the directors and officers of the Vendor has agreed to vote their Vendor Shares in favour of the Transaction Resolution and against any

resolutions submitted by any Vendor Shareholder that is inconsistent with the Transaction.

- (d) The Purchaser and its legal counsel shall be given a reasonable opportunity to review and comment on drafts of the Vendor Circular and related documents prior to the Vendor Circular being printed and filed with any Governmental Authority, and reasonable revisions or comments made in good faith by the Purchaser and its legal counsel shall be accepted by the Vendor, provided that all information relating solely to the Purchaser and its affiliates included in the Vendor Circular shall be in form and content approved in writing by the Purchaser, acting reasonably. The Vendor shall, at the request of the Purchaser, provide the Purchaser with a final copy of the Vendor Circular prior to the mailing to the Vendor Shareholders.

ARTICLE 4 REPRESENTATIONS AND WARRANTIES

4.1 Representations and Warranties of the Vendor

As of the date of this Agreement the Vendor represents and warrants to the Purchaser the matters contained in Schedule B of this Agreement.

4.2 Representations and Warranties of the Purchaser

As of the date of this Agreement the Purchaser represents and warrants to the Vendor the matters contained in Schedule C of this Agreement.

ARTICLE 5 CONDITIONS IN FAVOUR OF THE PURCHASER

The obligation of the Purchaser to complete the purchase of the Purchased Shares under this Agreement is subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part).

5.1 Truth and Accuracy of Representations of Vendor at the Closing Time

The Purchaser shall have received a certificate from a senior officer of the Vendor confirming on behalf of the Vendor that, as of the Closing Time, the representations and warranties of the Vendor in Section 4.1 are true and correct in all respects (disregarding for the purposes of this Section 5.1 any materiality or Material Adverse Effect qualification contained in any such representation and warranty), provided that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date, except where the failure to be true and correct in all respects, individually or in the aggregate, has not and would not result in a Material Adverse Effect.

5.2 Performance of Obligations

The Purchaser shall have received a certificate from a senior officer of the Vendor confirming that, as of the Closing Time, the Vendor is not in breach of, or non-compliant with, any of the covenants, agreements and conditions under this Agreement, except where such breach or non-compliance has not resulted and would not result in a Material Adverse Effect.

5.3 Vendor Shareholder Approval

The Vendor shall have received the necessary Vendor Shareholder Approval.

5.4 Vendor Pre-Closing Reorganization

The Vendor shall have completed the Vendor Pre-Closing Reorganization in accordance with all applicable Laws and upon receipt of, and in accordance with the terms of, all Required Reorganization Consents, such that (i) the Company shall be the registered or recorded and legal and beneficial owner of a 100% interest in and to the Mining Rights, free and clear of all Encumbrances, other than Permitted Encumbrances; and (ii) the Mining Rights shall be the only assets of the Company, and the Company shall have no liabilities other than Permitted Encumbrances (if any).

5.5 Marwan Option Agreement

The Vendor shall have assigned to the Company the Marwan Option Agreement as part of the Vendor Pre-Closing Reorganization, and all obligations of the Vendor under the Marwan Option Agreement (including any amendments thereto) shall have been satisfied in full prior to the Closing Date other than the obligation to pay to the Optionors (as defined in the Marwan Option Agreement) the sum of \$500,000 within 30 days of the Closing Date (the “**Marwan Option Payment**”).

5.6 Receipt of Vendor Closing Documentation

The Purchaser shall have received:

- (a) certificate(s) representing the Purchased Shares duly endorsed in blank for transfer or accompanied by duly signed powers of attorney for transfer in blank;
- (b) duly executed resignation and release letters, effective as of the Closing, of all individuals who are currently directors or officers of the Company, in a form satisfactory to the Purchaser and the Vendor, acting reasonably;
- (c) a certificate of status (or equivalent thereof) of each of the Vendor and the Company dated no more than one Business Day prior to the Closing Date;
- (d) a certificate from an officer of the Vendor certifying: (i) the Organizational Documents of the Vendor; (ii) the incumbency of certain officers of the Vendor;

- and (iii) the resolutions of the board of directors of the Vendor relating to this Agreement and the Transactions;
- (e) a certificate from an officer of the Company certifying: (i) the Organizational Documents of the Company; (ii) the incumbency of the officers of the Company; and (iii) any applicable corporate authorizations of the Company relating to this Agreement and the Transactions;
 - (f) the certificates contemplated by Sections 5.1 and 5.2;
 - (g) evidence of the CSE Approval;
 - (h) evidence satisfactory to the Purchaser that the Vendor Shareholder Approval has been received in accordance with all Applicable Law;
 - (i) evidence satisfactory to the Purchaser that the Vendor Pre-Closing Reorganization has been completed in accordance with Section 5.4 above, all applicable Law and that all Required Reorganization Consents have been obtained, in all cases, on terms and conditions satisfactory to the Purchaser, acting reasonably;
 - (j) evidence satisfactory to the Purchaser, acting reasonably, that the Marwan Option Payment has been made and that the Marwan Option Agreement is valid and subsisting agreement and that the Vendor and the Company are not in default thereunder;
 - (k) executed assignment and assumption agreements, on terms satisfactory to the Purchaser, acting reasonably in respect of each of the Assigned Contracts;
 - (l) all Required Closing Consents;
 - (m) all Books and Records; and
 - (n) all such other documentation or evidence as is necessary to establish the consummation of the Transactions and the taking of all required corporate Proceedings by the Vendor in connection with the Transactions, as reasonably requested by the Purchaser.

5.7 Regulatory Approvals

The ASX Approval and CSE Approval shall have been duly obtained, made, given or waived and shall be in full force and effect, and all terminations or expirations of applicable waiting periods, if any, imposed by any Governmental Authority necessary for the consummation of the Transactions shall have occurred.

5.8 No Proceedings

There shall not be in effect on the Closing Date any Order or Law restraining, enjoining or otherwise prohibiting or making illegal, and there shall be no pending Claim of a Governmental Authority which if successful would reasonably be expected to restrain, enjoin or otherwise prohibit, the consummation of the Transactions.

5.9 Title Opinion

The Vendor shall have delivered to the Purchaser a title opinion, in form and substance satisfactory to the Purchaser, acting reasonably, from external legal counsel to the Vendor, that indicates that the Company is the registered or recorded and legal and beneficial owner of a 100% interest in and to the Mining Rights (or, in the case of the Mining Rights subject to the Marwan Option Agreement, the Company has an exclusive right to acquire a 100% interest, free and clear of all Encumbrances, other than Permitted Encumbrances.

ARTICLE 6 CONDITIONS IN FAVOUR OF THE VENDOR

The obligation of the Vendor to complete the sale of the Purchased Shares under this Agreement shall be subject to the satisfaction of or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is acknowledged to be inserted for the exclusive benefit of the Vendor and may be waived by it in whole or in part).

6.1 Truth and Accuracy of Representations of the Purchaser at the Closing Time

The Vendor shall have received a certificate from a senior officer of the Purchaser confirming on behalf of the Purchaser that, as of the Closing Time, the representations and warranties of the Vendor in Section 4.1 are true and correct in all respects (disregarding for the purposes of this Section 6.1 any materiality or Material Adverse Effect qualification contained in any such representation and warranty), provided that any such representation and warranty that by its terms speaks specifically as of the date of this Agreement or another date shall be true and correct in all respects as of such date, except where the failure to be true and correct in all respects, individually or in the aggregate, has not and would not result in a Material Adverse Effect.

6.2 Performance of Obligations

The Vendor shall have received a certificate from a senior officer of the Purchaser confirming that, as of the Closing Time, the Purchaser is not in breach of, or non-compliant with, any of the covenants, agreements and conditions under this Agreement, except where such breach or non-compliance has not resulted and would not result in a Purchaser Material Adverse Effect.

6.3 Receipt of Purchaser Closing Documentation

The Vendor shall have received:

LEGAL_1:83396846.3 (a) a holding statement representing the Purchaser Consideration Shares;

- (b) a certificate of status (or equivalent thereof) of the Purchaser dated no more than one Business Day prior to the Closing Date;
- (c) a certificate from a senior officer of the Purchaser certifying: (i) the Organizational Documents of the Purchaser; (ii) the incumbency of certain officers of the Purchaser; and (iii) any applicable corporate authorizations of the Purchaser relating to this Agreement and the Transactions and including, without limitation, the issuance of the Purchaser Consideration Shares;
- (d) the certificates contemplated by Sections 6.1 and 6.2;
- (e) evidence that the Purchaser has applied to ASX to have the Purchaser Consideration Shares admitted to quotation on the ASX, including by the Purchaser lodging an Appendix 2A and Appendix 3B with ASX; and
- (f) all such other documentation or evidence as is necessary to establish the consummation of the Transactions and the taking of all required corporate Proceedings by the Purchaser in connection with such Transactions, as reasonably requested by the Vendor.

6.4 No Proceedings

There shall not be in effect on the Closing Date any Order or Law restraining, enjoining or otherwise prohibiting or making illegal, and there shall be no pending or threatened Claim of a Governmental Authority which if successful would reasonably be expected to restrain, enjoin or otherwise prohibit, the consummation of the Transactions.

6.5 Regulatory Approvals

The ASX Approval and CSE Approval shall have been duly obtained, made, given or waived and shall be in full force and effect, and all terminations or expirations of applicable waiting periods, if any, imposed by any Governmental Authority necessary for the consummation of the Transactions shall have occurred.

ARTICLE 7 TERMINATION

7.1 Termination

This Agreement may be terminated on or prior to the Closing Date:

- (a) by the written agreement of the Purchaser and the Vendor;
- (b) by the Purchaser or the Vendor, if the Vendor Shareholder Approval is not obtained;

- (c) by the Purchaser, if the Vendor has breached any of the Vendor's representations, warranties or covenants contained in this Agreement such that the conditions set forth in Section 5.1 and Section 5.2 are incapable of being satisfied on or before the Outside Date, provided that the Purchaser is not also then in breach of this Agreement such that any condition in Section 6.1 or Section 6.2 is incapable of being satisfied on or before the Closing Date, and provided further that the Purchaser may not terminate this Agreement under this Section 7.1(c) unless (i) if capable of being cured, such breach remains uncured for 20 Business Days after written notice of such breach is given to the Vendor by the Purchaser, or (ii) such breach is not capable of being cured;
- (d) by the Vendor, if the Purchaser has breached any of the Purchaser's representations, warranties or covenants contained in this Agreement such that the conditions set forth in Section 6.1 and Section 6.2 are incapable of being satisfied on or before the Outside Date, provided that the Vendor is not also then in breach of this Agreement such that any condition in Section 5.1 and Section 5.2 is incapable of being satisfied on or before the Closing Date, and provided further that the Vendor may not terminate this Agreement under this Section 7.1(d) unless (i) if capable of being cured, such breach remains uncured for 20 Business Days after written notice of such breach is given to the Purchaser by the Vendor, or (ii) such breach is not capable of being cured;
- (e) by either the Purchaser or the Vendor if the Closing Date has not occurred or on before the Outside Date, except that the right to terminate this Agreement under this Section 7.1(e) shall not be available to any Party whose failure to fulfill any of its obligations or breach of any of its representations and warranties under this Agreement has been the cause of, or resulted in, the failure of the Closing Date to occur by the Outside Date; or
- (f) by either the Purchaser or the Vendor if, after the date of this Agreement, any Law or Order has come into effect that prohibits or makes illegal the consummation of the Transactions, and in the case of an Order, such Order has become final and non-appealable,

in each case, with immediate effect upon delivery of written notice of termination or upon entering into a mutual agreement, as the case may be.

7.2 Effect of Termination

If this Agreement is terminated by the Vendor or the Purchaser under Section 7.1, all further rights and obligations of the Parties under this Agreement shall terminate immediately except: (a) in respect of any breach of this Agreement arising prior to such termination, and (b) that the provisions of Article 7 [*Termination*], Article 9 [*Indemnification*], Article 11 [*General*], Section 8.5 [*Confidentiality*] and Section 9.13 [*Exclusive Remedy*] shall survive such termination and continue in full force and effect.

7.3 Other Rights and Remedies

The provisions of this Article 6 are in addition to any other rights and remedies available to a Party in respect of the breach by the other Party of any of its obligations under this Agreement. No termination of this Agreement pursuant to this Article 6 shall be deemed to release either Party from any liability for any breach by such Party of the terms and conditions of this Agreement. Until such time as this Agreement is terminated pursuant to this Section 7.3, nothing contained herein shall impair the right of either Party to compel specific performance by the other Party of its obligations under this Agreement.

ARTICLE 8 COVENANTS

8.1 Conduct of Business Prior to Closing

- (a) During the period from the date of this Agreement to the Closing Time, except: (A) as otherwise expressly required or permitted by this Agreement, (B) as required by Law, or (C) with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned, or delayed), the Vendor shall promptly advise the Purchaser in writing of any fact or any change in the business, operations, assets, liabilities, capitalization or financial condition of the Company, or any change in or to the Property that would reasonably be expected to result in any of the conditions precedent of the Purchaser set out in Article 5 not being met prior to the Outside Date.
- (b) During the period from the date of this Agreement to the Closing Time, except (A) as otherwise expressly required or permitted by this Agreement, (B) as required by Law, or (C) with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, conditioned, or delayed), the Vendor and the Company shall not:
 - (i) sell, transfer, dispose of, lease, encumber, relinquish, reduce, modify, abandon or grant any royalty, option to purchase, right of first offer/refusal or promise to enter into any Contract capable of becoming any of the foregoing over the Mining Rights;
 - (ii) enter into any contract or other arrangement that would constitute a Material Contract,
 - (iii) amend, modify or renew any Material Contract,
 - (iv) waive any material benefits under any Material Contract or grant any consent or release in respect of any matters related to any Material Contract;

- (v) terminate (either partially or completely) or cancel any Material Contract (other than terminations in the Ordinary Course upon the expiration of such Material Contract);
- (vi) cause or permit any acceleration of any material terms under any Material Contract;
- (vii) create or permit to exist any new Encumbrance (other than Permitted Encumbrances) upon the Mining Rights, whether tangible or intangible;
- (viii) institute, settle, cancel or compromise any Proceeding whose determination may result in modification or change to or affect in any way the perimeter, surface or any other right comprising the Mining Rights;
- (ix) other than in connection with the Vendor Pre-Closing Reorganization, make or change any Tax election, change an annual accounting period, adopt or change any Tax accounting method, file any amended Tax Return, settle any Tax claim or assessment, waive or agree to extend the statute of limitations for the assessment of any Tax, surrender any right to claim a refund of Taxes or otherwise take any similar action; or
- (x) authorize or enter into any agreement, contract or commitment to do any of the foregoing or authorize, take or agree to take (or fail to take) any action with respect to the foregoing.

8.2 Access for Investigation and Search Authorizations

- (a) Upon reasonable advance notice and subject to applicable Laws, this Agreement and the Confidentiality Agreement and provided it would not unreasonably interfere with the business and affairs of the Company or bring the Company and/or any of its Affiliates into disrepute or damage their relationships with third parties, the Vendor agrees to provide the Purchaser and their authorized representatives with reasonable access during regular business hours to: (i) all Books and Records; and (ii) at the sole risk of the Purchaser, the Property. The Purchaser acknowledges and agrees that information furnished pursuant to this Section 8.2 shall be subject to the terms and conditions of the Confidentiality Agreement.
- (b) Notwithstanding anything else contained herein or in the Confidentiality Agreement, the Purchaser is permitted to conduct searches in applicable public registries relating to the Vendor, the Company, and the Property.
- (c) Notwithstanding the foregoing, the Vendor shall not be obligated to:
 - (i) provide, or cause to be provided, such access or information to the extent that doing so would reasonably be expected to:
 - (A) violate applicable Law;

- (B) violate an obligation of confidentiality owing to a third party; or
 - (C) reasonably jeopardize the protection of a solicitor-client privilege;
- (ii) provide, or cause to be provided, personnel records relating to individual performance or evaluation records, medical histories or other information which in the Vendor's opinion, acting in good faith, is sensitive or the disclosure of which could subject the Vendor to risk of liability; or
 - (iii) disclose minutes of the deliberations of the Vendor's or its Subsidiaries' boards of directors (or any committee of any such board) in connection with the acquisition of the Property, the Transactions, or the evaluation of possible alternatives to the Transactions, or any materials provided to such boards of directors (or any such committee) in connection with such deliberations.
- (d) Notwithstanding the foregoing, without the prior written consent of the Vendor, the Purchaser shall not contact, and shall cause its Affiliates and its and their respective Representatives not to contact, any of the employees, suppliers, or clients as they relate to the Property with respect to the Transactions or otherwise not in the Ordinary Course of the Purchaser or its Affiliates or its and their Representatives.

8.3 Area of Interest

The Vendor hereby acknowledges and agrees that as a material inducement to the Purchaser to enter into and perform its obligations hereunder, the Vendor must not, and must procure that each of its Affiliates and Associates do not, without the prior written consent of the Purchaser, at any time during the period beginning on the date of this Agreement and ending on the second (2nd) anniversary of the Closing Date (the "**Restrictive Period**") acquire, other than from the Purchaser or its Affiliates, any interest in any mineral concessions, claims, leases, licenses, permits, access rights and other rights and interests to explore for, develop, mine, produce, process or refine, minerals, concentrates or ores ("**AOI Rights**") within a twenty-five (25) kilometre radius of the outermost boundaries of the Property (the "**Area of Interest**") without the Purchaser's prior written consent. In the event that the Vendor or its Affiliate or Associate acquires an AOI Right in the Area of Interest without obtaining the Purchaser's consent, the Vendor shall, or shall procure that its Affiliate or Associate (as applicable), within 30 days of such acquisition offer to the Purchaser in writing the right to acquire such acquired AOI Rights without cost to the Purchaser. The Purchaser shall have 30 days after receipt of such offer to accept it. In the event that an entity (the "**New Member**") that is not as of the date of this Agreement an Affiliate or Associate of the Vendor hereafter becomes an Affiliate or Associate of the Vendor and such New Member holds any AOI Rights within the Area of Interest as of the date of becoming an Affiliate or Associate of the Vendor, such ownership shall not constitute a breach of this Section 8.3 provided that such New Member did not acquire such AOI Rights in specific contemplation of becoming an Affiliate or Associate of the Vendor. This Section 8.3 shall survive the completion of the Transactions.

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8.4 Notice by the Parties of Certain Matters

Prior to the Closing, each of the Purchaser, the Vendor and their respective Affiliates shall promptly notify the other Party of:

- (a) any notice or other communication from:
 - (i) any Governmental Authority in connection with this Agreement or the Transactions; or
 - (ii) any Person:
 - (A) alleging that the consent of such Person is or may be required in connection with the Transactions; or
 - (B) threatening, requesting or delivering an Order restraining or enjoining the execution of any Related Documents or the consummation of the Transactions;
- (b) any failure by it to comply with or satisfy in any material respect any covenant, condition or agreement to be complied with or satisfied under this Agreement;
- (c) with respect to the Vendor, any material Proceeding (including, for this purpose, by or before a taxing authority) commenced relating to the Vendor or any of its Affiliates in connection with the Property; and
- (d) with respect to the Purchaser, any material Proceedings (including, for this purpose, by or before a taxing authority) commenced relating to the Purchaser.

8.5 Confidentiality

- (a) Notwithstanding the execution of this Agreement, the Parties acknowledge that the confidentiality agreement between the Purchaser and the Vendor, dated November 13, 2023 (the “**Confidentiality Agreement**”), as amended or supplemented, remains in full force and effect pursuant to its terms, except to the extent reasonably necessary for either of the Parties to enforce any of its respective rights under this Agreement. The Confidentiality Agreement is hereby terminated effective as of the Closing Time provided that any rights or liabilities which accrue prior to the Closing Time under the Confidentiality Agreement will continue in full force and effect.
- (b) From and after the Closing, the Vendor shall, and shall cause each of its Affiliates and each of its and their respective Representatives to, keep confidential all information relating to the Property (including all Personal Information of the employees), other than information (except Personal Information) that:
 - (i) is part of the public domain as of the Closing Date;

- (ii) becomes part of the public domain on or after the Closing Date other than as a result of a breach of these provisions by the Vendor;
 - (iii) was received in good faith after Closing from an Independent Person who was lawfully in possession of such information free of any obligation of confidentiality; or
 - (iv) the Vendor or any of its Affiliates is required to disclose pursuant to applicable Law, Order, or stock exchange rules.
- (c) From and after the Closing, each of the Vendor and the Purchaser shall, and shall cause each of their Affiliates and each of its and their Affiliates' Representatives to, keep confidential this Agreement, the Related Documents and all information disclosed to it in connection with the Transactions by or on behalf of the other Party and relating to the other Party, except information (other than Personal Information) that:
 - (i) is part of the public domain as of the Closing Date;
 - (ii) becomes part of the public domain on or after the Closing Date other than as a result of breach of these provisions;
 - (iii) can be demonstrated to have been known or available to such Person before receipt of such information from the other Party or independently developed by such Person;
 - (iv) was received in good faith from an Independent Person, who was lawfully in possession of such information free of any obligation of confidentiality; or
 - (v) such Person or any of its Affiliates is required to disclose pursuant to applicable Law or stock exchange rules.
- (d) Notwithstanding any other provision within this Section 8.5, the Vendor acknowledges that the Purchaser is an ASX-listed entity with continuous disclosure obligations pursuant to the Corporations Act and the ASX Listing Rules and consents to the Purchaser disclosing the material terms of this Agreement on the ASX Market Announcements Platform upon execution by the last of the Parties of this Agreement, provided the Purchaser provides the Vendor with an advanced draft of the announcement at least 24 hours prior to announcement and incorporates any reasonable amendments requested by the Vendor.
- (e) Notwithstanding any other provision of this Section 8.4, the Purchaser acknowledges that the Vendor is a CSE-listed entity with continuous disclosure obligations pursuant to the Securities Act and the policies of the CSE and consents to the Vendor disclosing the material terms of the Agreement as required by the

Securities Act and the policies of the CSE upon execution by the last of the Parties of this Agreement, provided that the Vendor provides the Purchaser with an advanced draft of the announcement at least 24 hours prior to the announcement and incorporates any reasonable amendments requested by the Purchaser.

8.6 Actions to Satisfy Closing Conditions

During the period from the date of this Agreement until the Closing Time, and subject to the terms and conditions of this Agreement, each of the Parties shall use commercially reasonable efforts to take or cause to be taken all actions, and to do or cause to be done, all things necessary under the terms of this Agreement, any Related Document or applicable Laws to cause the satisfaction of the conditions set forth in Article 5 and Article 6 and to consummate the Transactions, including using their respective commercially reasonable efforts to obtain all authorizations, consents, permits, waivers or other approvals of all Governmental Authorities (including the ASX Approval and the CSE Approval) that may be or become necessary for the execution and delivery of, and the performance of its obligations pursuant to, this Agreement and the Related Documents, and the consummation of the Transactions, and the Parties shall reasonably cooperate with each other with respect to each of the foregoing.

8.7 Preservation of Records

The Purchaser shall take all reasonable steps to preserve and keep the Books and Records for a period of six years from the Closing Date, or for any longer period as may be required by any Law or Order, and shall make such Books and Records available to the Vendor on a timely basis, as may be reasonably requested by the Vendor in connection with the Vendor's rights or obligations under this Agreement or relating to any inquiries, investigations or Proceedings of or before any Governmental Authority with jurisdiction over the Vendor. Notwithstanding the foregoing, the Purchaser shall not be obligated to, and shall not be obligated to cause the Company to, provide, or cause to be provided, such records to the extent that doing so would (a) violate applicable Law, (b) violate an obligation of confidentiality owing to an Independent Person, or (c) jeopardize the protection of a solicitor-client privilege.

8.8 Release

Effective as of the Closing Time, the Vendor unconditionally, irrevocably and forever releases and discharges the Company, each of the successors and assigns of the Company, and all present or former directors, officers, employees or agents of the Company (collectively, the "**Company Released Parties**"), of and from, and hereby unconditionally and irrevocably waives, any and all Claims that the Vendor ever had, now has or ever may have or claim to have against any of the Company Released Parties in their capacity as such, for or by reason of any matter, circumstance, event, action, inaction, omission, cause or thing whatsoever arising prior to the Closing Time; provided, that this release does not extend to any Claim:

- (a) to enforce the terms or any breach of this Agreement or any Related Document, or
- (b) against any Company Released Party due to such Company Released Party's:

- (A) violation of a criminal law; or
- (B) fraud, intentional misrepresentation or willful misconduct.

8.9 Public Notices

The Parties shall jointly plan and coordinate any public notices, press releases, and any other publicity concerning the Transactions, and no Party shall disseminate any such public notices, public releases or other publicity without the prior written approval of the other Party, which approval shall not be unreasonably withheld, conditioned or delayed, and such prior written approval of the other Party shall be requested at least two Business Days in advance of the dissemination of any such public notice, public release or other publicity.

8.10 Stub Period Tax Returns

- (a) The Purchaser shall cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them and to duly and timely file all Tax Returns required to be filed by them for any period that ends on or before the Closing Date and for which Tax Returns have not been filed as of such date.
- (b) The Purchaser shall also cause the Company to duly and timely make or prepare all Tax Returns required to be made or prepared by them and to duly and timely file all Tax Returns required to be filed by them for periods beginning before and ending after the Closing Date.
- (c) Tax Returns required to be prepared by the Purchaser for periods ending on or before the Closing Date and for periods beginning before and ending after the Closing Date shall be submitted in draft form to the Vendor at least 30 days before the date on which such Tax Returns are required by Law to be filed with the relevant Governmental Authority. The Purchaser shall consider any Tax elections filed or to be filed in connection with the Vendor Pre-Closing Reorganization in the preparation of such Tax Returns. The Vendor shall, subject to Law, have the right to require the Purchaser to make reasonable changes to any such Tax Return by communicating such changes in writing to the Purchaser at least 15 days before the date on which such Tax Return is required by Law to be filed with the relevant Governmental Authority. The Purchaser shall make, or cause to be made, such changes required by the Vendor and file such Tax Return on or before the date on which it is required by Law to be filed with the relevant Governmental Authority.
- (d) In connection with the preparation and filing of Tax Returns pursuant to this Section 8.10, the Vendor shall cooperate fully with the Purchaser, including by furnishing or making available during normal business hours of records, personnel (as reasonably required), books of account, powers of attorney or other materials necessary or helpful for the preparation of such Tax Returns. Any information provided or obtained under this Section 8.9(d) shall be kept confidential except as

may be otherwise necessary in connection with the filing of Tax Returns or in conducting an audit or other Proceeding.

8.11 Tax Proceedings

- (a) The Purchaser shall, and shall cause the Company to, inform the Vendor of any written audit inquiries received with respect to the representations and warranties in Section 4.1 that relate to tax matters and could give rise to a Claim against the Vendor under this Agreement and shall provide the Vendor with the sole right to make representations on behalf of the Company.
- (b) The failure of the Purchaser to give the Vendor the notice required by this Section 8.11 with respect to any Claim relating to Tax matters shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification will be reduced to the extent that such delay prejudiced the defence of the Claim or increased the amount of liability or cost of defense.
- (c) If, at any time, the Company receives an assessment, a reassessment, an indication in writing that an assessment or reassessment is being considered or proposed or any other notice in writing relating to an amount to which the representations and warranties in Section 20 of Schedule B may relate and that in turn could give rise to a Claim against the Vendor under this Agreement (an “**Assessment**”), the Purchaser shall cause the Company to deliver to the Vendor within 15 days of receiving the Assessment, a copy of the Assessment, together with a statement setting out the obligations of Vendor, on the assumption that the Assessment is valid and binding.
- (d) The Vendor shall have the right, at its own expense and employing counsel of its own choice, to contest any Assessment. In such event, the Purchaser shall have the right to retain its own counsel but the fees and expenses of such counsel shall be at the expense of the Purchaser.
- (e) Except with the consent of the Vendor, the Purchaser shall not, and shall not permit the Company, to take any action or agree to any settlement with respect to an Assessment that could give rise to a Claim against the Vendor under this Agreement.

8.12 Other Tax Matters

If a refund of Taxes (the “**Refund**”) is received by or credited to the account of the Company in respect of any period ending on or prior to the Closing Date, the Purchaser shall cause such recipient to pay the amount of the Refund to the Vendor, after deduction of an amount equal to the amount of Taxes, if any, to which the recipient, or any of the Purchaser or the Company, would be subject as a result of the receipt or crediting of such Refund. This Section 8.12 shall not apply to a Refund received by or credited to the account of the Company in respect of any period ending on or prior to the Closing Date to the extent such Refund arises as a result of the carry-back of a

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non-capital loss from a period ending after the Closing Date pursuant to paragraph 111(1)(a) of the Tax Act or the equivalent provisions of applicable provincial or territorial legislation.

8.13 Wrong Pockets

If, after the Closing Date, the Purchaser in good faith identifies any property, right, asset, license, claim, interest or otherwise (“**Wrong Pocket Item**”) owned by the Vendor that is a mining claim, mining concession, application for mining concession, mining lease, option agreement, mining right, agreement and/or authorization providing for access and use of the area where the Property is located, including leases and easements, that should have been, but inadvertently was not previously, transferred by the Vendor to the Purchaser, then Vendor shall transfer or cause to be transferred such Wrong Pocket Item to the Purchaser or its designee for no additional consideration. If, after the Closing Date, the Vendor in good faith identifies any Wrong Pocket Item that should not have been, but inadvertently was previously, transferred by the Vendor to the Purchaser or of which the Purchaser is otherwise in possession, then Purchaser shall transfer or cause to be transferred such Wrong Pocket Item to the Vendor or its designee for no consideration. Prior to any such transfer, Vendor or Purchaser, as applicable, shall, or shall cause its Affiliates to, hold such asset in trust for Vendor or Purchaser, as applicable.

8.14 Assistance with Financial Statements and Technical Report

- (a) Prior to Closing and as soon as reasonably practicable: (i) the Vendor and the Purchaser shall furnish to each other such information and shall provide such assistance as the Purchaser may reasonably request in order to prepare any filings or submissions or notices to be made or given by them pursuant to applicable Laws or Governmental Authorities; and (ii) the Vendor shall provide to the Purchaser, on a timely basis, all financial information the Purchaser reasonably requires related to the Property, provided that the Purchaser has provided the Vendor with reasonable notice of such request, in order to meet its schedule for the preparation of the financial statements related to the Property. Without limiting the generality of the foregoing, prior to Closing, the Vendor shall use commercially reasonable efforts to provide all required financial information with respect to the Property to the Purchaser and its auditors to permit the Purchaser’s auditors to take all steps and perform all reviews necessary to provide sufficient assistance to the Purchaser with respect to information to be included in such financial statements.
- (b) Prior to Closing and as soon as reasonably practicable, the Vendor shall use its commercially reasonable efforts to provide the Purchaser with the technical information to the extent in possession of or available to the Vendor, necessary for the Purchaser to cause an independent third party technical consultant to prepare a current independent technical report for the Property prepared in accordance with the requirements of the JORC Code of the relevant securities regulators. The Purchaser acknowledges and agrees (which acknowledgement and agreement shall survive Closing without limitation as to time) that none of the Vendor or any of its respective Affiliates: (i) shall have responsibility for the content of such technical report or any disclosure therein; (ii) make any representation or warranty with

respect to such technical report or any data, information, statement, representation or conclusion contained therein; or (iii) shall have any liability or obligation related to such technical report or any disclosure therein.

- (c) Prior to Closing and as soon as reasonably practicable, in addition to the documents that the Vendor shall make available to the Purchaser under Sections 8.14(a) and 8.14(b) above, the Vendor shall use its commercially reasonable efforts to provide the Purchaser with: (i) all documents and information relating to the mining concessions comprising the Property which demonstrate compliance with any obligations under applicable Laws; (ii) all environmental and other relevant Permits held by the Company in connection with operating the Property as currently conducted; (iii) all documents and information relating to surface or undersurface rights owned, leased or under temporary occupation agreements with respect to the Property and any rights of way; and (iv) any documents and information relating to employees and any existing unions with respect to the Property.

8.15 Personal Information

The Purchaser shall at all times comply with all Laws governing the protection of Personal Information with respect to Personal Information disclosed or otherwise provided to the Purchaser by the Vendor under this Agreement. The Purchaser shall only collect, use or disclose such Personal Information for the purposes of investigating the Property as contemplated by this Agreement and completing the Transactions. The Purchaser shall safeguard all Personal Information collected from the Vendor in a manner consistent with the degree of sensitivity of the Personal Information and maintain at all times the security and integrity of the Personal Information. The Purchaser shall not make copies of, or excerpts of or from, the Personal Information or in any way re-create the substance or contents of the Personal Information if the Transactions are not completed for any reason, and shall return all Personal Information to the Vendor, or destroy such Personal Information, at the Vendor's request.

8.16 Notification of Investigation or Breach of Business Integrity Laws

- (a) The Purchaser agrees promptly (and in any event within seven Business Days) to notify the Vendor in the event that it becomes aware that it has become the subject of any investigation, inquiry or enforcement Proceedings by any Governmental Authority regarding any breach or potential breach of any Business Integrity Laws, or any such investigation is threatened or pending, prior to Closing.
- (b) The Purchaser agrees promptly (and in any event within seven Business Days) to notify the Vendor in the event it becomes aware of any actual or suspected breach or violation of this Agreement or that any representation or warranty contained herein is, or may become, untrue (including Section 8 of Schedule C) with respect to any Business Integrity Laws.
- (c) Any notification given shall be given in as much detail as possible, to the extent permissible under Law. The Purchaser agrees to cooperate fully and in good faith

with the Vendor in relation to any enquiries the Vendor may require in relation to such notifications.

- (d) The Vendor reserves the right to take whatever precautions and actions may be appropriate to ensure compliance with applicable Business Integrity Laws following any notification under this Section 8.15.

8.17 Assumed Royalties on the Property

From and after the Closing Time, the Purchaser or the Company, as applicable, shall be liable for any and all Claims, obligations or liabilities relating to the Assumed Royalties relating to the period after the Closing Date.

ARTICLE 9 INDEMNIFICATION

9.1 Survival

All representations, warranties and covenants contained in or made pursuant to this Agreement on the part of each of the Parties shall survive and shall not merge following any or all of the following:

- (a) the Closing;
- (b) the execution and delivery under this Agreement of any share or security transfer instruments or other documents of title to any of the Purchased Shares; and
- (c) the payment of the Consideration for the Purchased Shares,

in each case, for the same period of time during which an obligation to indemnify exists pursuant to Section 9.2 or Section 9.6, as applicable.

9.2 Indemnification by the Vendor

The Vendor shall indemnify and save harmless the Purchaser and each of its directors, officers, agents, employees and shareholders (collectively referred to as the “**Purchaser Indemnified Parties**”), on an after-Tax basis, from and against all Losses, whether or not arising due to third party Claims, that any Purchaser Indemnified Party may suffer or incur, directly or indirectly, as a result of:

- (a) any non-fulfilment or breach of any covenant or agreement on the part of the Vendor contained in or made pursuant to this Agreement;
- (b) any misrepresentation or any incorrectness in or breach of the representations and warranties of the Vendor set out in Schedule B of this Agreement;

- (c) any Claims, obligations or liabilities arising from the Vendor Pre-Closing Reorganization; and
- (d) any Claims, obligations or liabilities relating to the Assigned Contracts relating to the period prior to the Closing Date.

provided that, the Vendor shall not be liable for any and all Losses, whether or not arising due to third party Claims, that any Purchaser Indemnified Party may suffer or incur, directly or indirectly, as a result of (i) subject to Section 9.16, any Claims, obligations or liabilities pursuant to the Assumed Royalties or Assigned Contracts relating to the period after the Closing Date, and (ii) any non-fulfilment or breach of any covenant or agreement on the part of the Vendor contained in or made pursuant to this Agreement that is remedied by the Vendor pursuant to Section 8.12.

9.3 Temporal Limitations on Claims Against Vendor

The Vendor's obligations under Section 9.2 shall terminate 12 months following the Closing Date (the "**Survival Date**") except, in each case, with respect to Losses:

- (a) as a result of liabilities arising from the Vendor Pre-Closing Reorganization; or
- (b) as set forth in written notices given by a Purchaser Indemnified Party to the Vendor prior to such date (and in any event within 45 days of its determination that it has any Losses), and incurred by the Purchaser Indemnified Parties prior to the date of such notices.

9.4 Monetary Limitations on Indemnification by Vendor

- (a) The Vendor shall not be required to pay any amount with respect to any Claims pursuant to Section 9.2 until the aggregate of all Losses in respect of such Claims exceeds \$250,000 (the "**Threshold**"). Once the total of such amounts exceeds the Threshold, the Vendor shall indemnify the Purchaser Indemnified Parties for all Losses in respect of such Claims that exceed the Threshold. This limitation shall not apply to wilful breaches of this Agreement, intentional misrepresentation and fraud.
- (b) The Vendors shall not be required to pay any amounts with respect to any Losses in respect of any individual Claim pursuant to Section 9.2 of less than \$100,000 (provided that, for this purpose, Claims based on the same action, event or course of conduct will be treated collectively as an individual Claim).
- (c) The aggregate liability of the Vendor for Losses in respect of Claims pursuant to Section 9.2 shall not exceed the Purchase Price.
- (d) The Vendor shall not be liable for any special, punitive or aggravated damages, or consequential damages, including damages for loss of profits and lost business opportunities or damages calculated by reference to any Purchase Price methodology.

- (e) The amount of any Losses for which indemnification is provided under this Article 9 shall be net of any:
 - (i) amounts actually recovered by the Indemnified Party under any insurance policies with respect to such Losses or otherwise from any third party (net of any Tax or expenses incurred in connection with such recovery and increase in premiums); and
 - (ii) Tax benefits realized or reasonably expected to be realized by the Indemnified Party arising from the incurrence or payment of any such Losses in the Tax period in which the Indemnified Party realizes such Losses.

9.5 Other Limitations on Indemnification

The Vendor shall have no obligation to indemnify with respect to matters of which the Purchaser was aware at the Closing Time.

9.6 Indemnification by the Purchaser

- (a) The Purchaser shall indemnify and save harmless the Vendor and each of its directors, officers, employees, agents and shareholders (collectively referred to as the “**Vendor Indemnified Parties**”), on an after-Tax basis, from and against all Losses, whether or not arising due to third party Claims, that any Vendor Indemnified Party may suffer or incur, directly or indirectly, as a result of:
 - (i) any non-fulfilment or breach of any covenant or agreement on the part of the Purchaser contained in or made pursuant to this Agreement;
 - (ii) any misrepresentation or any incorrectness in or breach of any representation or warranty of the Purchaser contained in or made pursuant to this Agreement; and
 - (iii) any Claims, obligations or liabilities arising from the Assumed Royalties.
- (b) The Purchaser’s obligations under Section 9.6(a) shall be subject to the following limitations:
 - (i) the obligations of the Purchaser under Section 9.6(a)(ii) shall terminate on the Survival Date except with respect to Losses by the Vendor Indemnified Parties set forth in written notices given by a Vendor Indemnified Party to the Purchaser prior to such date (and in any event within 45 days of its determination that it has any Losses); and
 - (ii) the Purchaser shall have no obligation to indemnify with respect to matters of which the Vendor was aware at the time of Closing, except with respect to Section 9.6(a)(iii).

9.7 Monetary Limitations on Indemnification by Purchaser

- (a) The Purchaser shall not be required to pay any amount with respect to any Claims pursuant to Section 9.6 until the aggregate of all Losses in respect of such Claims exceeds the Threshold. Once the total of such amounts exceeds the Threshold, the Purchaser shall indemnify the Vendor Indemnified Parties for all Losses in respect of such Claims that exceed the Threshold. This limitation shall not apply to wilful breaches of this Agreement, intentional misrepresentation and fraud.
- (b) The Purchaser shall not be required to pay any amounts with respect to any Losses in respect of any individual Claim pursuant to Section 9.6 of less than \$100,000 (provided that, for this purpose, Claims based on the same action, event or course of conduct will be treated collectively as an individual Claim).
- (c) For Losses in respect of Claims pursuant to this Agreement, the Purchaser's total aggregate liability shall not exceed value of the Purchase Price.
- (d) The Purchaser shall not be liable for any special, punitive or aggravated damages, or consequential damages, including damages for loss of profits and lost business opportunities or damages calculated by reference to any Purchase Price methodology.
- (e) The amount of any Losses for which indemnification is provided under this Article 9 shall be net of any:
 - (i) amounts actually recovered by the Indemnified Party under any insurance policies with respect to such Losses or otherwise from any third party (net of any Tax or expenses incurred in connection with such recovery and increase in premiums); and
 - (ii) Tax benefits realized or reasonably expected to be realized by the Indemnified Party arising from the incurrence or payment of any such Losses in the Tax period in which the Indemnified Party realizes such Losses.

9.8 Temporal Limits on Claims Against Purchaser

The Purchaser's obligations under Section 9.6 shall terminate on the Survival Date except, in each case, with respect to Losses (i) set forth in written notices given by a Purchaser Indemnified Party to the Purchaser prior to such date (and in any event within 45 days of its determination that it has any Losses), and (ii) incurred by the Vendor Indemnified Parties prior to the date of such notices.

9.9 Indemnification Procedures for Third Party Claims

- (a) In the case of Claims made by a third party with respect to which indemnification is sought, the Indemnified Party seeking indemnification shall give prompt notice, and in any event within 30 days, to the other Party (the "**Indemnifying Party**") of

any such Claims made upon it including (i) a description of such third party Claim in reasonable detail including the sections of this Agreement which form the basis for such Claim, (ii) the actual or estimated amount of the damages that have been or will be sustained by an Indemnified Party, and (iii) reasonable supporting documentation. If the Indemnified Party fails to give such notice, such failure shall not preclude the Indemnified Party from obtaining such indemnification but its right to indemnification will be reduced to the extent that such delay prejudiced the defence of the Claim or increased the amount of liability or cost of defense.

- (b) The Indemnifying Party shall have the right, by notice to the Indemnified Party given not later than 20 days after receipt of the notice described in Section 9.9(a), to assume the control of the defence, compromise or settlement of the Claim, provided that such assumption shall, by its terms, be without cost to the Indemnified Party and provided the Indemnifying Party acknowledges in writing its obligation to indemnify the Indemnified Party in accordance with the terms contained in this Section in respect of that Claim.
- (c) Upon the assumption of control of any Claim by the Indemnifying Party as set out in Section 9.9(b), the Indemnifying Party shall diligently proceed with the defence, compromise or settlement of the Claim at its sole expense, including if necessary, employment of counsel reasonably satisfactory to the Indemnified Party and the Indemnified Party shall cooperate fully with such defence, but at the expense of the Indemnifying Party with respect to any out-of-pocket expenses reasonably incurred, to make available to the Indemnifying Party all pertinent information and witnesses under the Indemnified Party's control and take such other steps as in the opinion of counsel for the Indemnifying Party are reasonably necessary to enable the Indemnifying Party to conduct such defence. The Indemnified Party shall also have the right to participate in the negotiation, settlement or defence of any Claim at its own expense. The Indemnifying Party shall not settle any Claim without the prior written consent of the Indemnified Party, such consent not to be unreasonably withheld, unless the proposed settlement involves only the payment of money damages to be paid solely by or on behalf of the Indemnifying Party, makes no admission or acknowledgment of liability or culpability with respect to the Indemnified Party and does not impose an injunction or other form of relief upon the Indemnified Party.
- (d) The final determination of any Claim pursuant to this Section 9.9, including all related costs and expenses, shall be binding and conclusive upon the Parties as to the validity or invalidity, as the case may be, of such Claim against the Indemnifying Party.
- (e) If the Indemnifying Party does not assume control of a Claim as permitted in Section 9.9(b), the obligation of the Indemnifying Party to indemnify the Indemnified Party in respect of such Claim shall terminate if the Indemnified Party settles such Claim without the consent of the Indemnifying Party.

- (f) If any Claim made by a third party is of a nature that the Indemnified Party is required by applicable Law to incur losses or make a payment to any third party with respect to the Claim before completion of settlement negotiations or related legal Proceedings, the Indemnified Party may incur such losses or make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such Losses on payment. If the amount of any liability of the Indemnified Party under such third party Claim, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after the receipt of the difference from the third party, pay to the Indemnifying Party the amount of such difference, together with any interest on it paid by the third party to the Indemnified Party. In addition, the Indemnifying Party shall post all security required by any court, regulatory body or other authority having jurisdiction, including for purposes of enabling the Indemnifying Party to contest any Claim made by a third party.
- (g) The Indemnified Party and the Indemnifying Party shall co-operate fully with each other and shall keep each other fully advised with respect to Claims made by third parties (including supplying copies of all relevant documentation promptly as it becomes available).

9.10 Direct Claims

In the case of a claim directly by the Indemnified Party against the Indemnifying Party (each, a “**Direct Claim**”), the Indemnifying Party shall have 60 days from receipt of notice of such Claim within which to make such investigation as the Indemnifying Party considers necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate its right to be indemnified under this Article 9, together with all such other information as the Indemnifying Party may reasonably request. If the Parties fail to agree in writing as to the damages payable, if any, in respect of such Direct Claim at or before the expiration of such 60 day period (or any mutually agreed upon extension thereof), such Direct Claim shall be submitted for resolution in accordance with Section 11.2. Damages (or such portion thereof) arising from Direct Claims shall be paid in cash by the Indemnifying Party within 30 Business Days following the earliest of (i) the date on which the Indemnifying Party provides to the Indemnified Party an express written acknowledgement of its responsibility to indemnify the Indemnified Party under Article 9 for such damages (or such portion thereof), (ii) the date on which the Indemnifying Party and Indemnified Party agree in writing as to the Indemnifying Party’s responsibility to indemnify the Indemnified Party under this Article 9 for such damages (or such portion thereof), and (iii) the date on which such damages (or such portion thereof) are finally determined in accordance with Section 11.2 to be the responsibility of the Indemnifying Party under this Article 9.

9.11 Reductions and Subrogation

If the amount of any Losses incurred by a Party at any time subsequent to the making of an indemnity payment is reduced by:

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- (a) any net Tax benefit to that Party; or
- (b) any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person,

the amount of such reduction (less any costs, expenses (including Taxes) or increase in premiums arising or incurred as a result of such Losses), shall promptly be repaid by that Party to the other Party. Upon making a full indemnity payment, a Party shall, to the extent of such indemnity payment, be subrogated to all rights of the other Party against any third party in respect of the Losses to which the indemnity payment relates.

9.12 Tax Status of Indemnification Payments

Any payment made by the Vendor pursuant to this Article 9 shall constitute a reduction of the Purchase Price and any payment made by the Purchaser pursuant to this Article 9 shall constitute an increase in the Purchase Price. In either case, each of the Vendor and the Purchaser shall, within a reasonable time of payment and receipt of such payment, as applicable, and in any event within two months of such payment, request all amendments to its current or past Tax Returns as may be necessary to reflect such reduction or increase.

9.13 Exclusive Remedy

- (a) From and after Closing, the rights of indemnity set forth in this Article 9 are the sole and exclusive remedy of each Party in respect of any misrepresentation, incorrectness in or breach of any representation or warranty, or breach of covenant, by the other Party under this Agreement or any certificate given pursuant to this Agreement, but not in respect of any agreement delivered pursuant to this Agreement. If any Losses are suffered or incurred by one Party as contemplated by Section 9.2 or Section 9.6(a), and there has been a refusal by the other Party to make payment or otherwise provide satisfaction in respect of such Losses, then a legal Proceeding is the appropriate means to seek a remedy for such refusal. This Article 9 shall remain in full force and effect in all circumstances and shall not be terminated by any breach (fundamental, negligent or otherwise) by any Party of its representations, warranties or covenants under this Agreement or under any Closing document or by any termination or rescission of this Agreement by any Party. This Section 9.13 shall not apply to any rights of indemnity arising as a result of or pursuant to Section 8.5 or the Purchaser's failure to pay any portion of the Purchase Price pursuant to Section 2.2.
- (b) Notwithstanding Section 9.13(a), the Parties acknowledge that the failure to comply with a covenant or obligation contained in this Agreement will give rise to irreparable injury to a Party inadequately compensable in damages. Accordingly, a Party may seek to enforce the performance of this Agreement by injunction or specific performance upon application to a court of competent jurisdiction without

proof of actual damage (and without the requirement of posting a bond or other security).

9.14 Trustee and Agent

- (a) The Vendor acknowledges that the Purchaser is acting as trustee and agent for the other Purchaser Indemnified Parties on whose behalf and for whose benefit the indemnity in Section 9.2 is provided and that such other Purchaser Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnity notwithstanding that they may not individually be parties to this Agreement. The Vendor agrees that the Purchaser may enforce the indemnity for and on behalf of such other Purchaser Indemnified Parties and, in such event, the Vendor will not, in any Proceeding to enforce the indemnity by or on behalf of such other Purchaser Indemnified Parties, assert any defence based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.
- (b) The Purchaser acknowledges that the Vendor is acting as trustee and agent for the other Vendor Indemnified Parties on whose behalf and for whose benefit the indemnity in Section 9.6 is provided and that such other Vendor Indemnified Parties shall have the full right and entitlement to take the benefit of and enforce such indemnity notwithstanding that they may not individually be parties to this Agreement. The Purchaser agrees that the Vendor may enforce the indemnity for and on behalf of such other Vendor Indemnified Parties and, in such event, the Purchaser will not, in any Proceeding to enforce the indemnity by or on behalf of such other Vendor Indemnified Parties, assert any defence based on the absence of authority or consideration or privity of contract and irrevocably waives the benefit of any such defence.

9.15 Duty to Mitigate

Nothing in this Agreement shall in any way restrict or limit the general obligation at law of a Party to mitigate any Losses that it may suffer or incur by reason of the breach by the other Party of any representation, warranty or covenant of that other Party under this Agreement. If any Losses can be reduced by any recovery, settlement or otherwise under or pursuant to any insurance coverage, or pursuant to any claim, recovery, settlement or payment by or against any other Person, a Party shall take all reasonable steps to enforce such recovery, settlement or payment. If the Indemnified Party fails to make all reasonable efforts to mitigate any Losses then the Indemnifying Party shall not be required to indemnify any Indemnified Party to the extent of the Losses that could have been avoided if the Indemnified Party had made such efforts.

9.16 Limitation Periods

Notwithstanding the provisions of the *Limitations Act, 2012* (British Columbia) or any other statute, the period within which an Indemnified Party may commence a Proceeding or arbitration in respect of a Claim for indemnification pursuant to Section 9.2 or Section 9.6 will be one year

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from and after the date on which the Indemnifying Party received notice of such Claim for indemnification; provided, that the Indemnifying Party received such notice prior to the end of the applicable time period specified in Section 9.1. Any applicable limitation period is extended or varied to the full extent permitted by Law to give effect to this Section 9.16.

ARTICLE 10 INTERPRETATION

10.1 Certain Rules of Interpretation

In this Agreement:

- (a) **Consent** – Whenever a provision of this Agreement requires an approval or consent and such approval or consent is not delivered within the applicable time limit, then, unless otherwise specified, the Party whose consent or approval is required shall be conclusively deemed to have withheld its approval or consent.
- (b) **Currency** – Unless otherwise specified, all references to money amounts or \$ are to lawful currency of Canada.
- (c) **Definitions** – Capitalized words and terms used in this Agreement have the meanings attributed to them in Schedule A.
- (d) **Governing Law** – This Agreement is a contract made under and shall be governed by and construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable in the Province of British Columbia.
- (e) **Headings** – Headings of Articles and Sections are inserted for convenience of reference only and do not affect the construction or interpretation of this Agreement.
- (f) **Including** – Where the word “including” or “includes” is used in this Agreement, it means “including (or includes) without limitation”.
- (g) **No Strict Construction** – The language used in this Agreement is the language chosen by the Parties to express their mutual intent, and no rule of strict construction shall be applied against any Party.
- (h) **Number and Gender** – Unless the context otherwise requires, words importing the singular include the plural and vice versa and words importing gender include all genders.
- (i) **Severability** – If, in any jurisdiction, any provision of this Agreement or its application to any Party or circumstance is restricted, prohibited or unenforceable, such provision shall, as to such jurisdiction, be ineffective only to the extent of such restriction, prohibition or unenforceability without invalidating the remaining provisions of this Agreement and without affecting the validity or enforceability of

such provision in any other jurisdiction or without affecting its application to other Parties or circumstances.

- (j) **Statutory references** – A reference to a statute includes all regulations and rules made pursuant to such statute and, unless otherwise specified, the provisions of any statute, regulation or rule which amends, supplements or supersedes any such statute, regulation or rule.
- (k) **Time** – Time is of the essence in the performance of the Parties’ respective obligations.
- (l) **Time Periods** – Unless otherwise specified, time periods within or following which any payment is to be made or act is to be done shall be calculated by excluding the day on which the period commences and including the day on which the period ends and by extending the period to the next Business Day following if the last day of the period is not a Business Day.

10.2 Knowledge

Any reference to:

- (a) “the knowledge of the Vendor” means the actual or constructive knowledge of Sean Kingsley (Chief Executive Officer and President of the Vendor) and Brandon Schwabe (Chief Financial Officer of the Vendor); and
- (b) “the knowledge of the Purchaser” means the actual or constructive knowledge of Steve Parsons (Managing Director), Michael Naylor (Executive Director), Darren Cooke (Chief Executive Officer of the Purchaser) and William Nguyen (Chief Financial Officer and Joint Corporate Secretary of the Purchaser).

10.3 Entire Agreement

This Agreement and Related Documents, constitute the entire agreement between the Parties and set out all the covenants, promises, warranties, representations, conditions and agreements between the Parties in connection with the subject matter of this Agreement and supersede all prior agreements, understandings, negotiations and discussions, whether oral or written, pre-contractual or otherwise, **including the term sheet between the Parties dated November 13, 2023**. There are no covenants, promises, warranties, representations, conditions, understandings or other agreements, whether oral or written, pre-contractual or otherwise, express, implied or collateral between the Parties in connection with the subject matter of this Agreement except as specifically set forth in this Agreement and the Related Documents.

10.4 Schedules

- (a) The schedules to this Agreement, listed below, are an integral part of this Agreement:

- A – Defined Terms
 - B – Representations and Warranties of the Vendor
 - C – Representations and Warranties of the Purchaser
 - D – Description of Project
- (b) Disclosure of a fact or matter to the Purchaser in any Schedule, or other material shall be sufficient disclosure for all purposes under this Agreement to the extent that the relevance of such disclosure to such purpose is reasonably apparent.
- (c) The inclusion of any information in any Schedule, Notice or certificate shall not be deemed to be an acknowledgement, in and of itself, that such information is required to be disclosed, is material to the Vendor or the Company, has resulted in or would result in a Material Adverse Effect or is outside the Ordinary Course.

ARTICLE 11 GENERAL

11.1 Non-Waiver

No waiver of any condition or other provisions, in whole or in part, shall constitute a waiver of any other condition or provision (whether or not similar) nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

11.2 Dispute Resolution

Each Party submits to the exclusive jurisdiction of any British Columbia courts sitting in Vancouver in any action, application, reference or other Proceeding arising out of or relating to this Agreement and consents to all Claims in respect of any such action, application, reference or other Proceeding being heard and determined in such Vancouver courts. Further, each of the Parties irrevocably waives, to the fullest extent it may effectively do so, the defence of an inconvenient forum to the maintenance of such action, application or proceeding and consents to any action, application, reference or other Proceeding arising out of or relating to this Agreement being tried in Vancouver.

11.3 Expenses

Except as otherwise provided in this Agreement each Party shall pay all costs and expenses (including the fees and disbursements of legal counsel and other advisers) it incurs in connection with the negotiation, preparation and execution of this Agreement and the Transactions.

11.4 Notices

Any notice, consent or approval required or permitted to be given in connection with this Agreement (in this Section referred to as a “**Notice**”) shall be in writing and shall be sufficiently

given if delivered (whether in person, by courier service or other personal method of delivery), or if transmitted by e-mail:

- (a) in the case of a Notice to the Vendor at:

75 – 8050 204th Street
Langley, B.C. V2Y 0X1

Attention: Sean Kingsley
E-mail: info@seankingsley.ca

with a copy to:

Clark Wilson LLP
900 – 885 West Georgia Street
Vancouver, BC. V6C 3H1

Attention: Virgil Hlus
Email: VHlus@cwilson.com

- (b) in the case of a Notice to the Purchaser at:

Level 2, 8 Richardson Street
West Perth, Western Australia 6005

Attention: Steve Parsons
E-mail:

with a copy to:

Osler, Hoskin & Harcourt LLP
1055 West Hastings Street
Suite 1700, The Guinness Tower
Vancouver, BC V6E 2E9

Attention: Alan Hutchison
Email: ahutchison@osler.com

Any Notice delivered or transmitted to a Party as provided above shall be deemed to have been given and received on the day it is delivered or transmitted, provided that it is delivered or transmitted on a Business Day prior to 5:00 p.m. local time in the place of delivery or receipt. However, if the Notice is delivered or transmitted after 5:00 p.m. local time or if such day is not a Business Day, then the Notice shall be deemed to have been given and received on the next Business Day.

Any Party may, from time to time, change its address by giving Notice to the other Parties in accordance with the provisions of this Section.

11.5 Assignment

No Party may assign this Agreement or any of the benefits, rights or obligations under this Agreement or enter into any participation agreement with respect to the benefits under this Agreement without the prior written consent of the other Party, provided that such restriction shall not apply to an assignment or transfer by the Vendor (or its designee) of the Purchaser Consideration Shares.

11.6 Enurement

This Agreement enures to the benefit of and is binding upon the Parties and their respective successors (including any successor by reason of amalgamation of any Party) and permitted assigns.

11.7 Amendment

No amendment, supplement, modification or waiver or termination of this Agreement and, unless otherwise specified, no consent or approval by any Party, is binding unless executed in writing by the Party to be bound thereby.

11.8 Further Assurances

The Parties shall, with reasonable diligence, do all such things and provide all such reasonable assurances as may be required to consummate the Transactions, and each Party shall provide such further documents or instruments required by any other Party as may be reasonably necessary or desirable to complete the purpose of this Agreement and carry out its provisions, whether before or after the Closing.

11.9 Language

The Parties confirm that it is their wish that this Agreement, as well as any other documents relating to this Agreement, including notices, schedules and authorizations, have been and shall be drawn up in the English language only. *Les signataires confirment leur volonté que la présente convention, de même que tous les documents s'y rattachant, y compris tout avis, annexe et autorisation, soient rédigés en anglais seulement.*

11.10 Execution and Delivery

This Agreement may be executed and delivered by the Parties in counterparts and all such counterparts shall together constitute one and the same agreement.

[The next page is the signature page.]

The Parties have executed this Agreement as of the date first written above.

GOLD HUNTER RESOURCES INC.

By: /s/ "Sean Kingsley"
Name: Sean Kingsley
Title: Chief Executive Officer

FIREFLY METALS LTD.

By: /s/ "Michael Naylor"
Name: Michael Naylor
Title: Executive Director

By: /s/ "Maddison Cramer"
Name: Maddison Cramer
Title: Joint Company Secretary

[Signature Page to Share Purchase Agreement]

SCHEDULE A

DEFINED TERMS

“**Affiliate**” in relation to another company means any company that:

- (a) holds a majority of the voting rights in the other,
- (b) is a member, shareholder or equity holder of the other and has the right to appoint or remove a majority of its board of directors,
- (c) is a member, shareholder or equity holder of the other and controls, alone or pursuant to an agreement with other shareholders or members, a majority of the voting rights in the other; or
- (d) is an Affiliate of a company that is itself an Affiliate of the other.

“**Agreement**” means this Share Purchase Agreement, including all schedules, the Vendor Disclosure Letter and all amendments or restatements, as permitted, and references to “Article” or “Section” mean the specified Article or Section of this Agreement.

“**arm’s length**” has the meaning that it has for purposes of the Tax Act.

“**ASIC**” means the Australian Securities and Investments Commission.

“**Assigned Contracts**” has the meaning given to in Section 13 of Schedule B.

“**Associate**” means, in respect of a party, all directors and officers of that party.

“**Assumed Royalties**” means the net smelter returns royalties relating to the Mining Rights as set forth in Schedule A of the Vendor Disclosure Letter.

“**ASX**” means the ASX Limited.

“**ASX Market Announcements Platform**” means the announcements section of the ASX website.

“**ASX Approval**” means the approval of the ASX with respect to the Purchaser in connection with the transactions contemplated by this Agreement.

“**ASX Listing Rules**” means the ‘Listing Rules’ of ASX (from time to time).

“**Australian Securities Laws**” means the Corporations Act 2001 (Cth) and the rules and regulations promulgated thereunder, as applicable, and the policies, rules and regulations of the ASX, to the extent applicable.

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

“**Books and Records**” means that part of the books and records of the Company which relates exclusively to the Property, including financial, corporate, operations books, records, and books

of account, but excluding any minutes of the deliberations of the Vendor's or its Subsidiaries' boards of directors (or any committee of any such board) in connection with the acquisition of the Property, the Transactions, or the evaluation of possible alternatives to the Transactions, or any materials provided to such boards of directors (or any such committee) in connection with such deliberations.

"Business Day" means any day, other than a Saturday or Sunday, on which commercial banks located in Vancouver, British Columbia and Perth, Australia are open for banking business during normal banking hours.

"Business Integrity Laws" means all applicable Laws, rules, regulations or other legally binding measures of any jurisdiction, including but not limited to Australia and Canada, that relate to the prevention of bribery, corruption, money laundering, dealings with the proceeds of crime, the facilitation of tax evasion, or fraud and other similar Laws and regulations.

"Claims" means claims, demands, complaints, grievances, actions, applications, suits, causes of action, Orders, charges, indictments, prosecutions or other similar processes, assessments or reassessments, judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, professional fees, including fees and disbursements of legal counsel on a partial indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any Proceeding relating to any of the foregoing, excluding exemplary, aggravated, punitive, incidental, special or consequential damages or lost profits, unless pursuant to third party Claims.

"Closing" has the meaning given to it in Section 1.3.

"Closing Date" has the meaning given to it in Section 1.3.

"Closing Time" has the meaning given to it in Section 1.3.

"Confidentiality Agreement" has the meaning given to it in Section 8.5.

"Company" has the meaning given to it in the Recitals.

"Company Released Parties" has the meaning given to it in Section 8.7.

"Consent" means a consent, approval, order, authorization, filing, notice or declaration.

"Consideration" has the meaning given to it in Section 0.

"Contracts" means any agreement, indenture, contract, lease, promise, deed of trust, royalty, licence, option, instrument, arrangement, understanding or other legally binding commitment.

"control" means the possession, directly or indirectly, of the power to direct, or cause the direction of, the management policies of a Person, whether through the ownership of voting securities, by contract or credit arrangement, as trustee or executor, or otherwise (and the terms **"controlling"** and **"controlled by"** have corresponding meanings).

“**Corporations Act**” means the *Corporations Act 2001* (Cth) (Australia).

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

“**CSE Approval**” means the approval or non-objection, as applicable, of the CSE with respect to the Vendor of the transactions contemplated by this Agreement.

“**Encumbrances**” means any lien, charge, hypothecation, pledge, mortgage, royalties, title retention agreement, covenant, condition, lease, license, security interest of any nature, claim, exception, reservation, easement, encroachment, right of occupation, right-of-way, right-of-entry, matter capable of registration against title, promise, option, assignment, right of pre-emption, privilege or any other encumbrance or charge or title defect of any nature whatsoever, regardless of form, whether or not registered or registrable and whether or not consensual or arising by Law, or any Contract to create any of the foregoing.

“**Environment**” means the environment or natural environment as defined in any Environmental Laws and includes ambient air, surface water, ground water, land surface, soil and subsurface strata.

“**Environmental Laws**” means all applicable Laws relating to the protection of the environment and includes those relating to pollution, protection of the environment, the protection of public health and safety, Hazardous Substances, or the reclamation, rehabilitation, closure or other restoration of mining properties. For greater certainty, an Environmental Law pertaining to the protection, use or conservation of the environment shall include all such Environmental Laws relating to the manufacture, processing, generation, use, treatment, storage, disposal, transport, Release, containment, reclamation, rehabilitation, closure or other restoration of Hazardous Substances.

“**Governmental Authorities**” means governments, regulatory authorities, governmental departments, agencies, commissions, bureaus, officials, ministers, Crown corporations, courts, bodies, boards, tribunals or dispute settlement panels or other law, rule or regulation-making organizations or entities:

- (a) having or purporting to have jurisdiction on behalf of any nation, province, territory or state or any other geographic or political subdivision of any of them; or
- (b) exercising, or entitled or purporting to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power.

“**Hazardous Substances**” means any pollutants, contaminants, chemicals, deleterious substances, dangerous goods, hazardous or industrial toxic wastes or substances, tailings, radioactive materials, explosives, petroleum and petroleum products and polychlorinated biphenyls.

“**Indemnified Party**” means a Purchaser Indemnified Party or Vendor Indemnified Party, as the case may be, seeking indemnification under this Agreement.

“**Indemnifying Party**” has the meaning given to it in Section 9.9(a).

“Independent Person” means a Person other than a Party or an Affiliate or Representative of a Party.

“JORC Code” means the Australasian Code for Reporting of Exploration Results, Mineral Resources and Ore Reserves (2012 Edition).

“Law” means applicable laws (including common law or civil law), statutes, by-laws, rules, regulations, Orders, ordinances, judgments, moratoria, awards or requirements, in each case of any Governmental Authority having the force of law.

“Loss” or **“Losses”** means all actually suffered or incurred and paid judgments, debts, liabilities, expenses, costs, damages or losses, contingent or otherwise, including loss of value, professional fees, including fees and disbursements of legal counsel on a partial indemnity basis, and all actual and documented costs incurred in investigating or pursuing any of the foregoing or any Proceeding relating to any of the foregoing, excluding exemplary, aggravated, punitive, incidental or special damages or lost profits, unless pursuant to third party Claims.

“Marwan Option Agreement” means the Mineral Property Option Agreement between Unity Resources Inc., Gary Lewis, Jerry Jones, Nicolas Rodway, Aubrey Budgell, Paul Delaney and Gold Hunter Resources Ltd. dated January 17, 2022.

“Material Adverse Effect” means any change, effect, event or occurrence that, either individually or in the aggregate with any other change, effect, event or occurrence,

- (a) has, or is reasonably likely to have a material and adverse effect on the Property; or
- (b) would be reasonably likely to prevent or materially impair the ability of the Vendor to consummate the transactions contemplated by this Agreement,

provided that none of the following (or the results thereof), either alone or in combination with any other changes, effects, events or occurrences, shall constitute or contribute to a Material Adverse Effect:

- (i) any change in applicable accounting principles or any adoption, proposal, implementation or change in Law (including any Law in respect of Taxes) or any interpretation thereof by any Governmental Authority;
- (ii) any change in global, national or regional political conditions (including protests, strikes, riots, acts of terrorism or war) or in general global, national or regional economic, business, regulatory, political or market conditions or in national or global financial or capital markets (including any such conditions or markets in Canada or Australia);
- (iii) acts of God, natural disasters, blackout, brownout or other force majeure event;
- (iv) any epidemic, pandemic or disease outbreak;

- (v) the negotiation, execution, announcement, consummation or pendency of the transactions contemplated hereby, the identity of the Purchaser, the disclosure of the fact that the Purchaser is the prospective acquirer of the Property, or any communication by the Purchaser or any of its Affiliates, including communications regarding the plans or intentions of the Purchaser with respect to the Property, including, the impact thereof, if any, on relationships with existing employees, Governmental Authorities and any other Person with whom the Vendor and its Affiliates have a business relationship in connection with the Property;
- (vi) any change generally affecting the global gold and/or copper industries and market sectors relevant to the Property, including shortage or price changes with respect to gold and/or copper;
- (vii) any actions (or the effects of any action) taken (or omitted to be taken) upon the written request or instruction of, or with the written consent of, the Purchaser, consistent with the terms hereof, to consummate the transactions contemplated hereby; or
- (viii) any action (or the effects of any action) taken (or omitted to be taken) as required pursuant to this Agreement,

except in the cases of clauses (i), (ii) and (iii) to the extent such change (or any results thereof) has a materially disproportionate effect on the Property taken as a whole compared with other similar mining properties operating in the industries relevant to the Property.

“Material Contracts” means Contracts (i) involving aggregate payments in any fiscal year in excess of \$100,000 in connection with the operations at the Property, (ii) that relate to the acquisition or disposition of any material business (whether by merger, sale of shares, sale of assets or otherwise) conducted at the Property, or (iii) if terminated, would have a Material Adverse Effect in respect of the Property.

“Mining Rights” has the meaning ascribed to that term in Recital A.

“Notice” has the meaning given to it in Section 11.4.

“Orders” means orders, injunctions, judgments, administrative complaints, decrees, rulings, awards, assessments, directions, instructions, penalties or sanctions issued, filed or imposed by any Governmental Authority or arbitrator.

“Ordinary Course”, when used in relation to the taking of any action by any Person, means that the action is consistent with the past practices of such Person, or its business, or a business of a similar Person and is taken in the ordinary course of normal day-to-day operations of such Person, or its business or a business of a similar Person (with respect to the Vendor, it being acknowledged that any action taken pursuant to the Vendor Pre-Closing Reorganization shall be deemed to have been taken in the Ordinary Course by the Vendor) shall be deemed to have been taken in the Ordinary Course.

“Organizational Documents” means, with respect to an entity, its certificate of incorporation, articles of incorporation, bylaws, articles of association, memorandum of association, certificate of trust, trust agreement, partnership agreement, limited partnership agreement, certificate of formation, limited liability company agreement or operating agreement, or other similar instrument, as applicable, in each case, including all amendments thereto.

“Outside Date” means March 31, 2024.

“Parties” means the Vendor and the Purchaser collectively, and **“Party”** means the Vendor, on the one hand, and the Purchaser, on the other hand.

“Permits” means all material permits, licenses, leases, easements, authorizations, concessions, registrations, approvals, Orders, qualifications, certifications, including environmental permits that are required in connection with the operation of the Property (as currently conducted) or the properties and assets of the Purchaser and its Subsidiaries, as applicable, and other approvals required under applicable Laws from a Governmental Authority.

“Permitted Encumbrances” means: (i) any inchoate right, lien or interest of a Governmental Authority; (ii) Encumbrances for Taxes not yet due and payable and accrued in the ordinary course of business; (iii) statutory Encumbrances in favour of municipalities or public utilities; (iv) permits, servitudes, easements or other similar real property rights, as well as encroachments and other minor imperfections of title which do not impair, detract from the value of or impair the use of the property in any material respect, including limiting the ability to access the Property or conduct any operations thereon as currently conducted; (v) with respect to the Vendor, the Assumed Royalties and any royalties payable to a Governmental Authority, payable by the Vendor or any of its Subsidiaries in respect of the Property; (vi) restrictions on the transfer of the securities arising under applicable Law or the Organizational Documents of the applicable Person; and (vii) any reservations or exceptions contained in or implied by statute in the original dispositions from a Governmental Authority and grants made by a Governmental Authority of any kind or interest reserved therein.

“Person” means any individual, sole proprietorship, partnership, firm, entity, unincorporated association, unincorporated syndicate, unincorporated organization, trust, body corporate, Governmental Authority, and where the context requires any of the foregoing when they are acting as trustee, executor, administrator or other legal representative.

“Personal Information” means information in the possession or under the control of the Vendor about an identifiable individual.

“Proceedings” means any investigations (including any audit or examination), actions, claims, suits or proceedings (public or private) by or before a Governmental Authority or any arbitrator.

“Property” means the area covered by the Mining Rights.

“Purchaser Consideration Shares” has the meaning given to it in Section 2.1.

“Purchaser Material Adverse Effect” means a state of facts, event, change, effect or circumstance that, when considered either individually or in the aggregate together with all other

changes, effects or circumstances with respect to which such phrase is used in this Agreement, is materially adverse to, or would reasonably be expected to have a material adverse effect on, the Purchaser or its ability to consummate the Transactions.

“**Purchaser Shares**” means the ordinary shares in the capital of the Purchaser.

“**Purchase Price**” has the meaning given to it in Section 2.1.

“**Purchased Shares**” has the meaning given to it in the Recitals.

“**Purchaser**” has the meaning given to it in the Preamble.

“**Purchaser Indemnified Parties**” has the meaning given to it in Section 9.2.

“**Refund**” has the meaning given to it in Section 8.12.

“**Related Documents**” means each other Contract, document, instrument or certificate other than this Agreement that is (a) contemplated by this Agreement, or (b) to be executed by the Parties in connection with the consummation of the Transactions.

“**Release**” has the meaning prescribed in any Environmental Laws and includes any release, spill, leak, pumping, pouring, emission, emptying, migration, discharge, injection, escape, leaching, disposal, dumping, deposit, spraying, burial, abandonment, incineration, seepage, placement or introduction.

“**Representative**” means, with respect to any Person, any director, officer or employee of such Person and any agent, consultant, legal, accounting, financial or other advisor or other representative authorized by such Person to represent or act on behalf of such Person.

“**Required Closing Consents**” means the consents, approvals and authorizations required in order to complete the sale of the Purchased Shares to the Purchaser in accordance with this Agreement and set forth in Schedule C of the Vendor Disclosure Letter.

“**Required Reorganization Consents**” means the consents, approvals and authorizations required in order to complete the Vendor Pre-Closing Reorganization as set forth in Schedule B of the Vendor Disclosure Letter.

“**Securities Act**” means the *Securities Act* (British Columbia).

“**Subsidiaries**” means, with respect to any Person (the “**Parent**”), any other Person (other than a natural person), whether incorporated or unincorporated, of which at least a majority of the securities or ownership interests having by their terms ordinary voting power to elect a majority of the board of directors or other persons performing similar functions, is directly or indirectly owned or controlled by the Parent or by one or more of its respective Subsidiaries or by the Parent and any one or more of its respective Subsidiaries.

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

“**Tax Returns**” means all returns, reports, declarations, elections, notices, filings, forms, statements, applications (including any documents filed under section 125.7 of the *Tax Act*), and other documents (whether in tangible, electronic or other form) and including any amendments, schedules, attachments, supplements, appendices and exhibits thereto, made, prepared, filed or required to be made, prepared or filed by Law in respect of Taxes.

“**Taxes**” means any taxes, duties, fees, premiums, assessments, imposts, levies and other similar charges of any kind whatsoever imposed by any Governmental Authority and any amounts owing or refunds owing under section 125.7 of the Tax Act, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, stamp, withholding, business, franchising, property, development, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail and anti-dumping, all licence, franchise and registration fees and all employment insurance, health insurance and Canada, British Columbia and other government pension plan premiums or contributions, and including those payable or creditable in respect of, arising out of or under any COVID-19 measures.

“**Transactions**” means the transactions contemplated by this Agreement and the Related Documents.

“**Transaction Resolution**” means the special resolution of the Vendor Shareholders approving the sale of all or substantially all of the undertaking of the Vendor pursuant to Section 301(1) of the BCBCA as a result of the Transaction.

“**Vendor**” has the meaning given to it in the Preamble.

“**Vendor Board**” means the board of directors of the Vendor as the same is constituted from time to time.

“**Vendor Circular**” means the notice of the Vendor Meeting and accompanying management information circular, including all schedules, appendices and exhibits thereto and enclosures therewith, to be sent to the Vendor Shareholders in connection with the Vendor Meeting, as amended, supplemented or otherwise modified from time to time;

“**Vendor Disclosure Letter**” means the disclosure letter delivered by the Vendor to the Purchaser on the date of this Agreement.

“**Vendor Indemnified Parties**” has the meaning given to it in Section 9.6(a).

“**Vendor Meeting**” means the special meeting of the Vendor Shareholders, including any adjournment or postponement thereof, to be called and held in accordance with applicable Laws to consider the Transaction Resolution.

“**Vendor Pre-Closing Reorganization**” has the meaning given to it in Recital B.

“**Vendor Shares**” means the issued and outstanding common shares in the capital of the Vendor.

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

“**Vendor Shareholder Approval**” means the approval of the transactions contemplated by this Agreement by the Vendor Shareholders.

SCHEDULE B
REPRESENTATIONS AND
WARRANTIES OF THE VENDOR

Fundamental Matters

1. Organization and Qualification of Vendor

The Vendor is a corporation existing under the laws of the *Business Corporations Act* (British Columbia) and has all necessary corporate power, authority and capacity to own its assets and to carry on the operations at the Property as presently conducted.

2. Due Authorization and Enforceability of Obligations of Vendor

- (a) The Vendor has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement.
- (b) The Vendor Board has unanimously (i) determined that the Transactions are in the best interests of the Vendor and fair to the Vendor Shareholders; (ii) approved this Agreement and the Transactions in all respects; (iii) made the Vendor Board Recommendation; and (iv) directed that the approval of the adoption of the Transactions be submitted for the consideration of the Vendor Shareholders at the Vendor Meeting. As of the date hereof, none of the aforesaid actions by the Vendor Board has been amended, rescinded or modified.
- (c) The directors and officers of the Vendor have covenanted with the Vendor that they will vote their Vendor Shares in favour of the Transaction Resolution.
- (d) The Vendor Shareholder Approval is the only vote or consent of the Vendor Shareholders necessary to authorize this Agreement or to consummate the Transactions contemplated by this Agreement.
- (e) The execution and delivery of this Agreement and the consummation of the Transactions have been duly authorized by all necessary corporate action on the part of the Vendor.
- (f) This Agreement constitutes, a valid and binding obligation of the Vendor enforceable against it in accordance with its terms, subject to Laws generally affecting creditors’ rights and to principles of equity.

3. Absence of Conflicts

The Vendor is not a party to, bound or affected by or subject to any:

- (a) Contract, indenture, mortgage, lease, agreement, obligation or instrument;
- (b) Organizational Document; or
- (c) Law or Governmental Authorization,

that, subject to the receipt of all Required Reorganization Consents and Required Closing Consents, would be violated, breached by, or under which default would occur or an Encumbrance would, or with notice or the passage of time would, be created, or in respect of which the obligations of the Vendor or the Purchaser relating to the Property will increase or the rights or entitlements of the Vendor or the Purchaser relating to the Property will decrease, as a result of the Vendor Pre-Closing Reorganization and execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement. There has been no sale, assignment, subletting, licensing or granting of any rights in or other disposition of or in respect of the Property or any part thereof or any granting of any Contract or right capable of becoming an agreement or option for the purchase, assignment, subletting, licensing or granting of any rights in or other disposition of the Property or any part thereof.

4. Ownership of Purchased Shares; Capitalization of the Company

- (a) The Company is a wholly-owned Subsidiary of the Vendor and is a corporation duly incorporated and validly existing under the laws of its jurisdiction of incorporation and has all necessary corporate power, authority and capacity to own its assets and to carry on the operations at the Property as presently conducted.
- (b) The Vendor is the sole registered and beneficial owner of all of the Purchased Shares, free and clear of all Encumbrances (other than Permitted Encumbrances).
- (c) No Person other than the Purchaser has any written or oral agreement or option or any right or privilege (whether by Law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Vendor of any of the Purchased Shares, the Property, or any of the assets associated therewith.
- (d) The issued capital of the Company consists of the Purchased Shares, all of which has been duly authorized and validly issued and is outstanding as fully paid and non-assessable shares and is free and clear of any pre-emptive rights, restrictions on transfer or Encumbrances.
- (e) There is no outstanding or authorized (i) securities or obligations convertible into or exchangeable for, at any time, shares or other securities of the Company, (ii) options, warrants or other rights to purchase shares or other securities of the

Company or (iii) repurchase or redemption rights in respect of the shares or other securities of the Company.

- (f) The Vendor has the exclusive right to dispose of the Purchased Shares as provided in this Agreement and such disposition does not violate, contravene, breach or offend against or result in any default under any Contract, charter or by-law provision, Order, judgment, decree, licence, permit or Law, to which the Vendor is a party or subject or by which the Vendor is bound or affected.

5. Operations and Assets of the Company

The Company has not carried on any business other than in connection with the Vendor Pre-Closing Reorganization, and has not owned and does not own any assets other than, the Mining Rights.

Regulatory and Consent Matters

6. Regulatory Approvals

Except for the CSE Approval, the Vendor Shareholder Approval, the Required Reorganization Consents and the Required Closing Consents, no approval, Order, consent of or filing with any Governmental Authority or other Person is required on the part of the Vendor in connection with the completion of the Vendor Pre-Closing Reorganization and the Transactions, including execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of the Vendor's obligations under this Agreement or any other documents and agreements to be delivered under this Agreement.

Liabilities and Litigation

7. Absence of Undisclosed Liabilities

Other than the Assumed Royalties and any obligations in the Marwan Option Agreement, the Company has not incurred or agreed to incur any liabilities or obligations (whether accrued, absolute, contingent or otherwise), and there is no basis for assertion against the of any liabilities or obligations of any kind.

8. Litigation

There are no Claims, investigations or other Proceedings pending or threatened against the Vendor relating to the Property or the Company.

Property

9. Mining Rights

- (a) Schedule D of this Agreement is a complete list of all of the mining claims, mining concessions, applications for mining concessions, mining leases, option agreements, mining rights, agreements and/or authorizations providing for access

and use of the area thereof, including leases and easements related to the Property in which the Vendor or any of its Subsidiaries has a direct or indirect interest.

- (b) Other than as disclosed in Schedule D of the Vendor Disclosure Letter, all of the Mining Rights have currently been recorded or issued in the name of either the Vendor or the Company. As at the Closing Time, all of the Mining Rights will be recorded or issued in the name of the Company free and clear of all Encumbrances other than the Permitted Encumbrances.
- (c) All of the Mining Rights are in force and in good standing, free and clear of all Encumbrances other than Permitted Encumbrances, and all material rentals, fees, duties, expenditures and other payments owed in respect thereof to Governmental Authorities have been paid or incurred and will have been paid or incurred at the Closing Time. Neither the Vendor nor any of its Subsidiaries has received any notification from the Governmental Authorities requesting payment or compliance with any material outstanding obligation in accordance with applicable Laws or notification that the Mining Rights will be or have been cancelled or nullified.
- (d) Other than as disclosed in Schedule D of the Vendor Disclosure Letter and pursuant to the Assumed Royalties, no Person other than the Vendor or a Subsidiary of the Vendor as at the date of this Agreement has any preferential right or interest in the Mining Rights or the production or profits therefrom or any royalty or finder's fee, or other payment as rent or royalty in relation to minerals, concentrates, precipitates and/or products produced from the Property or any right to acquire any of the foregoing. There are no amounts currently owing under the Assumed Royalties or any royalty payable to a Governmental Authority.
- (e) There are no back-in rights, earn-in rights, rights of first refusal or similar provisions or rights which currently affect the Mining Rights.
- (f) The Mining Rights are not subject to any existing exploration, exploitation, option, promise to execute an agreement, joint venture, association, joint investment, partnership, co-ownership or other agreement affecting in any material manner the ownership, use, operations, explorations, developments, marketable title or transferability in respect of the Mining Rights.
- (g) The Vendor or any of its Subsidiaries has not requested the reduction or modification of any of the Mining Rights or modification of the titles of the mining concessions, nor has started any administrative Proceeding before any Governmental Authority whose determination may result in a modification, material change or affect in any material way the perimeter, surface, undersurface or any other right comprising the Mining Rights.
- (h) The Company has access to the surface and undersurface areas where the Mining Rights are located pursuant to terms and conditions of the Permits and the Mining Rights and it has not received from any third party Claims or demands derived from the use of said surface or undersurface.

- (i) To the knowledge of the Vendor, the Mining Rights do not overlap with any third party rights that may enable any such third party to explore or exploit any substance in the same area and neither the Vendor nor any of its Subsidiaries has received from any Governmental Authority or third parties, written claims or demands derived from any overlapping of the Mining Rights with any third party right.

10. Permits

The Vendor has duly obtained all Permits (other than those issued under or in connection with Environmental Laws) necessary to conduct its operations at the Property (as currently conducted) and the Vendor is not in material default or material breach of any such material Permit. The Company does not hold, and as at the Closing Time, will not hold any Permits.

11. NGO and Community Groups

No Proceeding between the Vendor or any of its Subsidiaries and any non-governmental organization, community, community group, aboriginal or indigenous peoples or aboriginal or indigenous group exists or, to the knowledge of the Vendor, is threatened or imminent with respect to the Property or any operations thereon.

12. Cultural Heritage

None of the areas covered by the Property (including any constructions, remains or similar elements located thereon) have been declared as a protected cultural or archaeological site by any Governmental Authority and there have been no archeological or historical findings in the Property.

Contracts and Related Matters

13. Material Contracts

Schedule E of the Vendor Disclosure Letter sets out a complete list of all Contracts to which the Vendor is bound and in effect on the date of this Agreement which will be assigned to the Company or assumed by the Company pursuant to the Vendor Pre-Closing Reorganization (the “**Assigned Contracts**”) and the Company is and, will not be as at the Closing Time party to any other Contract.

As at the Closing Time, each of the Assigned Contracts will be in full force and effect and will be valid, binding and enforceable by the Company against each other party thereto in accordance with its terms, subject to subject to bankruptcy, insolvency, reorganization, moratorium and similar Laws of general application relating to or affecting creditors’ rights and to general equity principles. Neither the Vendor, the Company nor, to the Vendor’s knowledge, the counterparties to such Assigned Contracts have committed any breach of any of the material terms and conditions of any Assigned Contract. Neither the Vendor nor the Company has received written notice from any third party indicating that it intends to terminate or refuse to renew or extend any of the Assigned Contracts. No counterparty to an Assigned Contract has repudiated or, to the Vendor’s or the Company’s knowledge, threatened to repudiate any provision of any Assigned Contract.

14. Non-Arm's Length Transactions

No director or officer, former director or officer, shareholder or employee of, or any other Person not dealing at arm's length with the Vendor or any of its Subsidiaries is engaged in any transaction or arrangement with or is a party to a Contract with, or has any indebtedness, liability or obligation to, the Vendor or any of its Subsidiaries relating to the Mining Rights or Assigned Contracts.

15. Insurance

The property and assets comprising the Property are insured against loss or damage by insurable hazards or risks on a basis consistent with insurance obtained by reasonably prudent participants in comparable businesses.

16. Books and Records

All Books and Records have been delivered or made available to the Purchaser as at the date hereof.

Environmental Matters

17. Environmental Matters

- (a) To the knowledge of the Vendor, the Vendor and its Subsidiaries are currently in compliance in all material respects with all applicable Environmental Laws in relation to the Property.
- (b) The Vendor has not received written notice that the Vendor or any of its Subsidiaries is in material default or material breach of any material Permit, and has not received within the last year any written order, notice or other communication from any Governmental Authority of any actual or threatened material non-compliance with any Environmental Law which would give rise to a material undischarged liability.
- (c) Each of the Vendor and the Company has duly obtained all material Permits necessary to conduct operations as currently conducted by it in compliance in all material respects with all Environmental Laws.
- (d) There are no pending or to the knowledge of the Vendor, threatened material Proceedings relating to the Property arising under or in respect of any Environmental Law and for which written notice has been received by the Vendor or any of its Subsidiaries.
- (e) There are no material investigations or reviews out of the Ordinary Course being conducted by any Governmental Authority on the assets and properties currently owned, leased or used by the Vendor or any of its Subsidiaries under Environmental Laws in connection with the Property.

- (f) There is no current outstanding material remedial or corrective action required pursuant to Environmental Law to conduct the operations or to own, possess, control or manage the assets and properties comprising the Mining Rights except for any that would not reasonably result in a Material Adverse Effect.

Employment and Labour Matters

18. Employment Matters

The operations at the Property are being and have at times been operated in material compliance with all Laws relating to employees, including employment standards, occupational health and safety, workers' compensation, human rights, labour relations, accessibility, privacy, and pay equity. The Company does not have and never has had any employees or contractors.

Tax Matters

19. Tax Matters

To the knowledge of the Vendor,

- (a) the Vendor is not a "non-resident" for the purposes of the Tax Act;
- (b) each of the Vendor and the Company, in all material respects, has duly and timely made or prepared all Tax Returns required to be made or prepared by it in connection with the Property, has duly and timely filed all Tax Returns required to be filed by it with the appropriate Governmental Authority and has duly, completely and correctly reported all income and all other amounts and information required to be reported thereon;
- (c) at the Closing Time, each of the Vendor or a Subsidiary of the Vendor will have paid all Taxes which are due and payable (including all instalments and prepayments of Tax as required by applicable Laws) in connection with the Mining Rights. At the Closing Time, no jurisdiction or authority in or with which the Vendor or the Company does not file a Tax Return will have alleged that it is required to file such a Tax Return;
- (d) neither the Vendor nor a Subsidiary of the Vendor has requested, offered to enter into or entered into any agreement or other arrangement, or executed any waiver, providing for any extension of time in connection with the Mining Rights within which (i) to file any Tax Return covering any Taxes for which the Vendor or a Subsidiary of the Vendor is or may be liable; (ii) to file any elections, designations or similar filings relating to Taxes for which the Vendor or a Subsidiary of the Vendor is or may be liable; (iii) the Vendor or a Subsidiary of the Vendor is required to pay or remit any Taxes or amounts on account of Taxes; or (iv) any Governmental Authority may assess or collect Taxes for which the Vendor or a Subsidiary of the Vendor or is or may be liable;

- (e) there are no Proceedings, investigations, audits or Claims now pending or threatened against the Vendor or a Subsidiary of the Vendor in connection with the Mining Rights in respect of any Taxes and there are no material matters under discussion, audit or appeal with any Governmental Authority relating to Taxes;
- (f) the Vendor or a Subsidiary of the Vendor, has duly and timely withheld all Taxes and other amounts required by Law to be withheld by it (including Taxes and other amounts required to be withheld by it in respect of any amount paid or credited or deemed to be paid or credited by it to or for the account or benefit of any Person, including any employees, officers or directors and any non-resident Person), and has duly and timely remitted to the appropriate Governmental Authority such Taxes and other amounts required by Law to be remitted by it in connection with the Mining Rights;
- (g) the value of consideration paid or received by the Vendor or a Subsidiary of the Vendor in respect of the acquisition, sale or transfer of any property or the provision of any services to or from any Person with whom it does not deal at “arm’s length” (as defined for purposes of the Tax Act) has been equal to the fair market value of such property acquired, sold or transferred or services provided; and
- (h) the Vendor or a Subsidiary of the Vendor, has duly and timely collected all amounts on account of any sales or transfer taxes, including goods and services, harmonized sales and provincial or territorial sales taxes, required by Law to be collected by it in connection with the Property and has duly and timely remitted to the appropriate Governmental Authority any such amounts required by Law to be remitted by it.

20. Business Integrity

- (a) Each of the Vendor and the Company is in compliance, and shall comply, with all Business Integrity Laws, in relation to this Agreement.
- (b) Neither the Vendor nor the Company is and has not, in the last five years, been the subject of any formal investigation, Proceedings, conviction, or written notice relating to compliance with applicable Business Integrity Laws.

21. No Broker

Except as disclosed in Schedule F of the Vendor Disclosure Letter, the Vendor has carried on all negotiations relating to this Agreement and the Transactions directly and without intervention on its behalf of any other party in such manner as to give rise to any valid claim for a brokerage commission, finder’s fee or other like payment against the Purchaser, the Company or the Property.

Vendor Consideration Share Acknowledgements

22. Vendor Consideration Share Acknowledgements

The Vendor represents and warrants to the Purchaser as follows, and acknowledges that the Purchaser is relying upon such covenants, representations and warranties in connection with the issuance of the Purchaser Consideration Shares to the Vendor:

- (a) the Vendor, either alone or together with its advisers, has such knowledge and experience in finance, securities, investments, and other business matters so as to be able to evaluate the merits and risks of an investment in the Purchaser Consideration Shares and to otherwise protect its interests in connection with this transaction;
- (b) the Vendor is acquiring the Purchaser Consideration Shares for the Vendor's own account and not with a view to any resale, distribution or other disposition of the Purchaser Consideration Shares in violation of Australian Securities Laws; and
- (c) the Vendor has received or has otherwise had access to all information regarding the Purchaser (including the Purchaser's public filings pursuant to its reporting obligations under the ASX Listing Rules, as filed on the ASX Market Announcements Platform available on <https://www.asx.com.au/asx/v2/statistics/announcements.do>) as the Vendor has considered necessary or appropriate in connection with the Vendor's investment decision to acquire the Purchaser Consideration Shares.

23. Personal Information

The Vendor acknowledges and consents to the fact that the Purchaser is collecting personal information (as that term is defined under applicable privacy legislation, including, without limitation, the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect from time to time), for the purpose of completing its obligations under the Agreement. The Vendor acknowledges and consents to the Purchaser retaining such personal information for as long as permitted or required by law or business practices. The Vendor further acknowledges and consents to the fact that the Purchaser may be required by Australian Securities Laws to provide regulatory authorities with any personal information provided by the Vendor in the Agreement. In addition to the foregoing, the Vendor agrees and acknowledges that the Purchaser may use and disclose the Vendor's personal information as follows:

- (a) for internal use with respect to managing the relationships between and contractual obligations of the Purchaser and the Vendor;
- (b) for use and disclosure for income tax related purposes, including without limitation, where required by law, disclosure to Canada Revenue Agency and the Australian Taxation Office;
- (c) disclosure to securities regulatory authorities and other regulatory bodies with jurisdiction with respect to reports of trade and similar regulatory filings;

- (d) disclosure to a governmental or other authority to which the disclosure is required by court order or subpoena compelling such disclosure and where there is no reasonable alternative to such disclosure;
- (e) disclosure to professional advisers of the Purchaser in connection with the performance of their professional services;
- (f) disclosure to any person where such disclosure is necessary for legitimate business reasons and is made with the Vendor's prior written consent;
- (g) disclosure to a court determining the rights of the parties under the Agreement; or
- (h) for use and disclosure as otherwise required or permitted by law.

SCHEDULE C
REPRESENTATIONS AND
WARRANTIES OF THE PURCHASER

1. Status of the Purchaser

The Purchaser is a corporation existing and in good standing under the laws of Australia.

2. Due Authorization and Enforceability of Obligations

- (a) The Purchaser has all necessary corporate power, authority and capacity to enter into this Agreement and to carry out its obligations under this Agreement, including without limitation, the issuance of the Purchaser Consideration Shares.
- (b) The execution and delivery of this Agreement and the consummation of the Transactions have been duly authorized by all necessary corporate action of the Purchaser.
- (c) This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against it in accordance with its terms, subject to Laws generally affecting creditors' rights and principles of equity.
- (d) At the Closing Time, all necessary corporate action will have been taken by the Purchaser to validly issue the Purchaser Consideration Shares as fully paid and non-assessable shares in the capital of the Purchaser.

3. Absence of Conflicts

The Purchaser is not a party to, bound or affected by or subject to any:

- (a) Contract, indenture, mortgage, lease, agreement, obligation or instrument;
- (b) Organizational Documents; or
- (c) Laws, Governmental Authorization or Permits;

that would be violated, breached by or under which default would occur or an Encumbrance would be created as a result of the execution and delivery of, or the performance of obligations under, this Agreement or any other agreement to be entered into under the terms of this Agreement, including without limitation, the issuance of the Purchaser Consideration Shares.

4. Regulatory Approvals

Other than the ASX Approval, no approval, Order, consent of or filing with any Governmental Authority or any other third party is required on the part of the Purchaser, in connection with the execution, delivery and performance of this Agreement or any other documents and agreements to be delivered under this Agreement or the performance of the Purchaser's obligations under this

Agreement or any other documents and agreements to be delivered under this Agreement, including without limitation, the issuance of the Purchaser Consideration Shares.

5. Financial Ability

The Purchaser has cash on hand and/or other assets readily convertible into cash or firm commitments in amounts sufficient to allow it to pay for any obligations of the Company and all other costs and expenses in connection with the consummation of the Transactions.

6. Issuance of Purchaser Consideration Shares

The Purchaser Consideration Shares to be issued as part of the Purchase Price will, when issued at the Closing Time, be duly authorized and validly issued as fully paid ordinary shares in the capital of the Purchaser free and clear of all Encumbrances and not be subject to or issued in violation of, any pre-emptive rights or back-in rights and will not be subject to any restitutions on disposition.

7. Compliance with Laws

The Purchaser and its Subsidiaries have complied in all material respects with and are not in violation in any material respect of any applicable Laws, other than non-compliance or violations which would not, individually or in the aggregate, result in a Purchaser Material Adverse Effect or which would prevent or materially delay consummation of the transactions contemplated by this Agreement.

8. Business Integrity

- (a) The Purchaser is in compliance, and shall comply, with all Business Integrity Laws, in relation to this Agreement.
- (b) The Purchaser is not and has not in the last five years been the subject of any formal investigation, Proceedings, conviction, or written notice relating to compliance with applicable Business Integrity Laws.

9. Litigation

There are no Claims, investigations or other Proceedings, including appeals and applications for review, in progress or, to the knowledge of the Purchaser, pending or threatened against the Purchaser, which, if determined adversely to the Purchaser, would:

- (a) prevent the Purchaser from paying the Purchase Price to the Vendor;
- (b) enjoin, restrict or prohibit the transfer of all or any part of the Purchased Shares as contemplated by this Agreement;
- (c) prevent the Purchaser from fulfilling any of its obligations set out in this Agreement or arising from this Agreement; or
- (d) result in a Purchaser Material Adverse Effect.

10. Winding Up and Receivership

No order has been made, petition presented or meeting convened for the purpose of winding up of the Purchaser or any of its Subsidiaries, or for the appointment of any provisional liquidator or in relation to any other process whereby the business is terminated and the assets of the Purchaser or any of its Subsidiaries are distributed amongst the creditors, shareholders or other contributors, and there are no Proceedings under any applicable insolvency, bankruptcy, reorganisation or similar laws in any relevant jurisdiction, and no events have occurred which, under applicable Laws, would be reasonably likely to justify any such cases or Proceedings, that would, individually or in the aggregate, reasonably be expected to cause a Purchaser Material Adverse Effect. To the knowledge of the Purchaser, no person has taken any step, legal Proceeding or other procedure with a view to the appointment of an administrator, whether out of court or otherwise, in relation to the Purchaser or any of its Subsidiaries, and no receiver (including any administrative receiver) has been appointed in respect of the whole or any part of any of the property, assets or undertaking of the Purchaser or any of its Subsidiaries nor has any such order been made (including, in any relevant jurisdiction, any other order by which, during the period it is in force, the affairs, business and assets of the company concerned are managed by a person appointed by any Governmental Authority).

SCHEDULE D
DESCRIPTION OF THE RAMBLER AND TILT COVE PROJECTS

The projects are comprised of the Mining Rights (which for greater clarity includes applicable Permits on the Property).

Mining Rights

License Number	Property Name	Claim Name	Title Holder	# of Claims	Royalty Holder
Rambler Claims					
035654M	Rambler expansion	Puddle Pond	Gold Hunter Resources Inc	145	Puddle Pond Resources (2%)
025853M	Rambler expansion	Marwan II	Mark Stockley	10	Mark Stockley (2%)
034282M	Rambler	New 2023	Wesley Keats	14	Neal Blackmore, Bill Kennedy, G2B Gold, Grassroots Prospecting and Prospect Generation (2%)
034271M	Rambler	New 2023	Wesley Keats	7	Neal Blackmore, Bill Kennedy, G2B Gold, Grassroots Prospecting and Prospect Generation (2%)
034366M	Rambler expansion	Snook	Gold Hunter Resources Inc	15	Robert Snook and Alexander Duffitt (2%)
036297M	Rambler expansion	Painted Dory	Gold Hunter Resources Inc	224	Puddle Pond Resources (2%)
031375M	Rambler expansion		Gold Hunter Resources Inc	4	Darren Hicks (2%)
035201M	Rambler expansion	Marwan II	Stephen Stockley Agriculture and	20	Jenille Stockley and Stephen Stockley Agriculture and Fabrication Inc. (2%)

011507M	Rambler	Fair Haven	Gold Hunter Resources Inc	10	Fairhaven (2%)
026769M	Rambler expansion	Marwan II	Paul Delaney	4	Aubrey Budgell, Donna Lewis, Paul Delaney (2%)
026770M	Rambler expansion	Planet X	Shane Dyer	4	Neal Blackmore, Bill Kennedy, G2B Gold, Grassroots Prospecting and Prospect Generation (2%)
023732M	Rambler expansion	Snook	Gold Hunter Resources Inc	11	Robert Snook and Alexander Duffitt (2%)
035487M	Rambler expansion	Puddle Pond	Gold Hunter Resources Inc	2	Puddle Pond Resources (2%)
034399M	Rambler expansion	Marwan II	Jenille Stockley	1	Jenille Stockley and Stephen Stockley Agriculture and Fabrication Inc. (2%)
034902M	Rambler expansion	Marwan II	Jenille Stockley	2	Jenille Stockley and Stephen Stockley Agriculture and Fabrication Inc. (2%)
023708M	Rambler expansion		Triassic Properties Ltd.	3	Triassic Properties Ltd (2%)
019026M	Rambler	Fair Haven	Gold Hunter Resources Inc	6	Fairhaven (2%)
019060M	Rambler	Fair Haven	Gold Hunter Resources Inc	5	Fairhaven (2%)
025549M	Rambler	Marwan	Gary E. Lewis	24	Unity Resources Inc., Gary Lewis, Jerry Jones, Nicholas Rodway, Aubrey Budgell, and Paul Delaney (2.5%)
025548M	Rambler	Fair Haven	Gold Hunter Resources Inc	32	Fairhaven (2%)

032685M	Rambler	New 2023	Wesley Keats	3	Neal Blackmore, Bill Kennedy, G2B Gold, Grassroots Prospecting and Prospect Generation (2%)
025546M	Rambler	Marwan II	Unity Resources Inc.	1	Aubrey Budgell, Donna Lewis, and Paul Delaney (2%)
025552M	Rambler	Marwan	Gary E. Lewis	6	Unity Resources Inc., Gary Lewis, Jerry Jones, Nicholas Rodway, Aubrey Budgell, and Paul Delaney (2.5%)
031800M	Rambler	Fair Haven	Gold Hunter Resources Inc	23	Fairhaven (2%)
030871M	Rambler	Fair Haven	Gold Hunter Resources Inc	27	Fairhaven (2%)
025547M	Rambler	Marwan	Unity Resources Inc.	19	Unity Resources Inc., Gary Lewis, Jerry Jones, Nicholas Rodway, Aubrey Budgell, and Paul Delaney (2.5%)
027500M	Rambler expansion	Marwan II	Mark Stockley	2	Mark Stockley (2%)
Total Rambler Claims				624	
Tilt Cove Claims					
019158M	Tilt Cove	Fair Haven	Gold Hunter Resources Inc	9	Fairhaven (2%)
020510M	Tilt Cove	Fair Haven	Gold Hunter Resources Inc	13	Fairhaven (2%)
032148M	Tilt Cove	Fair Haven	Gold Hunter Resources Inc	30	Fairhaven (2%)

Total Tilt Cove Claims	52
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