

ASSET PURCHASE AGREEMENT

THIS ASSET PURCHASE AGREEMENT is made as of the 17th day of November, 2022 and is

AMONG

GOAT INDUSTRIES LTD., a company incorporated under the laws of the Province of British Columbia (hereinafter referred to as the ("**Purchaser**")

AND

ARLENE McGHEE, an individual having an address at 202-9175 Mary Street, Chilliwack, BC V2P 4H7 ("**Claim Holder**")

AND

EACH OF THE PARTIES LISTED IN SCHEDULE "B" HERETO (collectively referred to as the "**Vendors**")

WHEREAS the Claim Holder is the legal owner of certain mineral claims located approximately 85 kilometers from Smithers, British Columbia, and as described in Schedule "A" hereto;

AND WHEREAS the Vendors, collectively, have a beneficial interest in one hundred percent (100%) of the Property;

AND WHEREAS the Vendors have agreed to sell to the Purchaser and the Purchaser has agreed to purchase from the Vendors the Property, upon and subject to the terms and conditions of this Agreement;

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

1. Definitions and Interpretation

1.1 *Definitions.* Whenever used in this Agreement, the following words and terms will have the respective meanings ascribed to them below:

1.1.1 "**Agreement**" means this Asset Purchase Agreement, all of the Schedules and Appendixes to this Asset Purchase Agreement and all instruments supplemental to or in amendment or confirmation of this Asset Purchase Agreement.

1.1.2 "**Asset Transfer**" has the meaning given in Section 2.3.1.

1.1.3 "**Closing**" means the completion of the purchase and sale of the Purchased Asset pursuant to this Agreement.

- 1.1.4 “**Closing Date**” means the date on which the purchase and sale of the Purchased Asset is completed, which shall be the date mutually agreed by the Purchaser and the Vendors.
- 1.1.5 “**Closing Time**” means 10:00 a.m. (Vancouver time) on the Closing Date or such other time on such date as the parties may agree as the time at which the Closing will take place.
- 1.1.6 “**CSE**” means the Canadian Securities Exchange.
- 1.1.7 “**Damages**” has the meaning given in Section 6.1.
- 1.1.8 “**Encumbrance**” means any lien, pledge, hypothecation, charge, mortgage, security interest, encumbrance, claim, infringement, interference, option, right of first refusal, pre-emptive right, community property interest or restriction of any nature (including any restriction on the voting of any security, any restriction on the transfer of any security or other asset (except statutory hold periods), any restriction on the receipt of any income derived from any asset, any restriction on the use of any asset and any restriction on the possession, exercise or transfer of any other attribute of ownership of any asset).
- 1.1.9 “**Free Miner Requirements**” has the meaning given in Section 2.3.1.
- 1.1.10 “**Governmental Authority**” means any federal, provincial, state, municipal, county or regional government or governmental authority, domestic or foreign and includes any department, commission, board, administrative agency or regulatory body thereof.
- 1.1.11 “**IFRS**” means International Financial Reporting Standards.
- 1.1.12 “**Legal Fees**” has the meaning given in Section 10.2.
- 1.1.13 “**Minerals**” shall mean the products produced or derived, including all metals and minerals, from operating the Property as a mine.
- 1.1.14 “**Mining Operations**” means every kind of work done on or in respect of the Property or the Minerals derived from the Property, without limiting the generality of the foregoing, the work of assessment, geophysical, geochemical and geological surveys, studies and mapping, investigating, drilling, designing, examining, equipping, improving, surveying, shaft-sinking, raising, cross-cutting and drifting, searching for, digging, trucking, sampling, working and procuring minerals, ores and metals, surveying and bringing any mining claims to lease or patent, and all other work usually considered to be prospecting, exploration, development, mining and reclamation work; in paying rentals, license renewal fees, taxes and other governmental charges required to keep the Property in good standing; in procuring and paying for all insurance coverage required hereunder in purchasing or renting plant, buildings, machinery, tools, appliances, equipment or supplies and in installing, erecting, detaching and removing them; mining, milling, concentrating,

rehabilitation, reclamation, and environmental protections and in the management of any work which may be done on the Property or in any other respect necessary for the due carrying out of the prospecting, exploration and development work.

- 1.1.15 “**Payment Shares**” has the meaning given in Section 2.2.
- 1.1.16 “**Person**” includes an individual, corporation, partnership, joint venture, trust, unincorporated organization, the Crown or any agency or instrumentality thereof or any other juridical entity.
- 1.1.17 “**Property**” means the property as particularly set out at Schedule “A”.
- 1.1.18 “**Purchase Price**” has the meaning given in Section 2.2.
- 1.1.19 “**Purchased Asset**” means the Property, as particularly set out at Schedule “A” attached hereto, to be transferred by Claim Holder, on behalf of the Vendors, to the Purchaser pursuant to the terms and conditions of this Agreement.
- 1.1.20 “**Purchaser Public Disclosure Record**” means all documents and information filed by the Purchaser on and available at www.sedar.com.
- 1.1.21 “**Purchaser Shares**” means the common shares in the capital of the Purchaser as they are presently constituted.
- 1.1.22 “**Taxes**” means all levies and assessments imposed by any Governmental Authority, including but not limited to all income, sales, use, ad valorem, value added, franchise, withholding, payroll, employment, excise or property taxes, together with any applicable interest or penalty.
- 1.2 *Gender and Number.* In this Agreement, words importing the singular include the plural and vice versa and words importing gender include all genders.
- 1.3 *Article and Section Headings.* Article and Section headings contained in this Agreement are included solely for convenience, are not intended to be full or accurate descriptions of the content of any Article or Section and will not be considered to be part of this Agreement.
- 1.4 *Schedules.* The following Schedules are an integral part of this Agreement:
- Schedule A** – Purchased Asset
- Schedule B** – Vendors
- 1.5 *Accounting Terms.* Unless otherwise indicated, all accounting terms not otherwise defined have the meanings assigned to them, and all calculations are to be made and all financial data to be submitted are to be prepared, in accordance with IFRS.

1.6 *Statutory Instruments.* Unless otherwise specifically provided in this Agreement, any reference in this Agreement to any law, by law, rule, regulation, order, act or statute of any government, Governmental Authority or other regulatory body will be construed as a reference to those as amended or re-enacted from time to time or as a reference to any successor thereof.

2. **Purchase and Sale**

2.1 *Purchased Asset.* Upon and subject to the terms of this Agreement, the Vendors agree to sell and assign, and the Purchaser agrees to purchase, the Purchased Asset, as at the Closing Time on the Closing Date, in accordance with the terms of this Agreement.

2.2 *Purchase Price.* The aggregate purchase price (the “**Purchase Price**”) payable by the Purchaser to the Vendors for the Purchased Asset shall be the issuance to the Vendors from treasury of the Purchaser an aggregate of 37,500,000 Purchaser Shares (the “**Payment Shares**”), allocated between the Vendors as outlined in Schedule “B”, as fully paid and non-assessable common shares in the capital of the Purchaser.

2.3 *Acknowledgements and Agreements of the Claim Holder, Vendors and Purchaser.* The Claim Holder, Vendors and Purchaser acknowledge and agree as follows with respect to the sale of the Purchased Asset:

2.3.1 In accordance with Section 2.4, Claim Holder, on behalf of the Vendors, agrees to hold the Purchased Asset in trust for the Purchaser until such time that the Purchaser obtains a free miner certificate and is a “free miner” as such term is defined in the *Mineral Tenure Act* (British Columbia) (the “**Free Miner Requirements**”).

2.3.2 Upon the Purchaser meeting the Free Miner Requirements and obtaining a free miner certificate, the Claim Holder shall:

initiate a bill of sale process on Mineral Titles Online, the British Columbia government’s internet-based electronic mineral titles administration system, such that the Claim is transferred to the Purchaser, or a nominee appointed by the Purchaser (the “**MTO Transfer**”).

2.4 *Securities Laws.* The Vendors acknowledge and agree as follows with respect to the sale of the Purchased Asset and the receipt of the Payment Shares pursuant to this Agreement:

2.4.1 The Vendors have been independently advised as to the applicable hold periods imposed in respect of the Payment Shares by the securities legislation in the jurisdiction in which each Vendor resides, and such Vendor confirms that no representation has been made respecting the applicable hold periods for the Payment Shares and that such Vendor is aware of the risks and other characteristics of the Payment Shares and of the fact that such Vendor may not resell the Payment Shares except in accordance with applicable securities legislation and regulatory policy until expiry of the applicable hold periods and compliance with the other requirements of applicable law. The Vendors acknowledge that the Payment Shares will be subject

to a statutory holder period of four months and one day from their date of issuance under this Agreement.

- 2.4.2 The Vendors will comply with any requirements imposed by the CSE or any stock exchange in which the Purchaser Shares may be listed on from time to time, or securities legislation as a result of the shareholdings of the Vendors in the Purchaser exceeding certain thresholds, such requirements to include, without limitation, the filing of insider and early warning reports under applicable Canadian securities laws.

3. Representations and Warranties

- 3.1 *Representations and Warranties of the Claim Holder and Vendors.* The Claim Holder and each of the Vendors, jointly and severally, represent and warrant, and covenants to the Purchaser as follows, and acknowledges that the Purchaser is relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated hereby:

- 3.1.1 The Claim Holder is the registered owner of a 100% interest in the Property and, collectively with the Vendors, has good and marketable title to the Claim, free and clear of any and all royalties, liens, defects, charges or encumbrances of any nature or kind whatsoever, whether written or oral, direct or indirect.
- 3.1.2 The Property is free and clear of all encumbrances and all taxes, fees, governmental charges, rates or other levies of every nature or kind heretofore levied against the Property have been fully paid and satisfied, and all expenditures of every nature or kind required to keep the Property in good standing have been made.
- 3.1.3 The Property is accurately, in all material respects, described in Schedule "A" and all of the mining claims comprising the Property are in good standing and have been validly and properly located, staked, tagged and recorded (or electronically map-staked) in accordance with the laws of British Columbia and there are no disputes, threatened or now existing of which the Vendors are aware, as to title to or the staking or recording of the Property.
- 3.1.4 The Claim Holder, on behalf of the Vendors, has the exclusive right to dispose of the Property, and to convey or cause the conveyance to the Purchaser of the Property, free and clear of all encumbrances.
- 3.1.5 The Claim Holder, on behalf of the Vendors, has the full and undisputed power, right and authority to deal with the Property as provided for in this Agreement.
- 3.1.6 There is no adverse claim or challenge against or to the ownership of or title to the Property, or any portion thereof nor is there any basis therefor and there are no outstanding agreements or options to acquire or purchase the Property or any portion thereof or any interest therein and, no person has any royalty or interest whatsoever in production or profits from Property or any portion thereof.

- 3.1.7 No consent or approval of any third party or governmental authority is required for the execution or delivery of this Agreement by the Claim Holder or Vendors.
 - 3.1.8 The Claim Holder has not conducted any work or activity of any kind whatsoever on the Property;
 - 3.1.9 To the best of the Vendors' knowledge and belief after having made reasonable inquiries, the Property does not contain any hazardous or toxic material, pollution or other adverse environmental conditions that may give rise to any environmental liability under any applicable environmental laws, and the Vendors have not received, nor is it aware of any pending or threatened, notice of non-compliance with any environmental law.
 - 3.1.10 The Vendors have not received from any government agency or authority any notice of, or communication relating to, any actual or alleged environmental claims, and there are no outstanding work orders or actions required to be taken relating to environmental matters respecting the Property or any Mining Operations carried out on the Property.
 - 3.1.11 (i) The Vendors have not entered into any impact and benefits agreements, memorandums of understanding, other agreements of the same nature or any other contracts with any aboriginal individuals, groups or councils in relation to the Property; and (ii) no aboriginal councils, groups or individuals have informed the Optionor that they oppose the exploration of the Property or the development of a mining project thereon.
 - 3.1.12 This Agreement constitutes a valid and binding obligation of the Vendors enforceable against the Vendors in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.
- 3.2 *Representations and Warranties of the Purchaser.* The Purchaser hereby represents, warrants and covenants to the Vendors as follows and acknowledges that the Vendors are relying on these representations, warranties and covenants in entering into this Agreement and in completing the transactions contemplated under this Agreement:
- 3.2.1 The Purchaser is duly incorporated or organized and validly existing under the laws of the Province of British Columbia, Canada.
 - 3.2.2 No bankruptcy, insolvency or receivership proceedings have been instituted or are pending against the Purchaser, and the Purchaser is able to satisfy its liabilities as they become due.
 - 3.2.3 The Purchaser has all necessary corporate power, authority and capacity to own its Assets and to carry on its business as presently owned and carried on by it and the Purchaser is duly licensed, registered and qualified as a corporation to do business

and is in good standing in each jurisdiction in which the nature of its business makes such qualification necessary.

- 3.2.4 The Purchaser has all necessary power, authority and capacity to enter into this Agreement and to perform its obligations under this Agreement. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all necessary action on the part of the Purchaser.
- 3.2.5 The Purchaser's authorized capital consists of an unlimited number of Purchaser Shares, of which 197,167,950 Purchaser Shares are currently outstanding as fully paid and non-assessable securities in the capital of the Purchaser;
- 3.2.6 As of the Closing Date the Payment Shares will be validly issued as fully paid and non-assessable Purchaser Shares.
- 3.2.7 The execution and delivery of this Agreement and the performance by the Purchaser and its obligations hereunder do not and will not:
 - (a) result in the violation of any applicable laws;
 - (b) result in or constitute a breach of any term or provision of, or constitute a default under, any constating documents of the Purchaser or any agreement to which the Purchaser is a party or its assets are bound; or
 - (c) constitute an event which would permit any party to any agreement with the Purchaser to terminate such agreement or to accelerate the maturity of any indebtedness or other obligation of the Purchaser.
- 3.2.8 There are no consents, authorizations, licenses, agreements, permits, approvals or orders of any Person or Governmental Authority required to permit the Purchaser to complete the transactions contemplated by this Agreement.
- 3.2.9 This Agreement constitutes a valid and binding obligation of the Purchaser enforceable against the Purchaser in accordance with its terms, provided that enforcement may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws generally affecting enforceability of creditors' rights and that equitable remedies such as specific performance and injunction are in the discretion of the court from which they are sought.

4. Covenants

- 4.1 *Covenants of the Vendor.* Until the completion of the MTO Transfer, the Vendors and Claim Holder hereby covenant and agree with the Purchaser as follows:
 - 4.1.1 *Necessary Consents.* The Vendors and Claim Holder shall use commercially reasonable efforts to obtain all approvals or consents as are required to complete the transactions contemplated by this Agreement, including those of any applicable Governmental Authority.

- 4.1.2 *Satisfaction of Conditions Precedent.* The Vendors and Claim Holder shall use commercially reasonable efforts to satisfy or cause to be satisfied the conditions precedent in Section 5.1 which are within its control.
 - 4.1.3 *All other Actions.* The Vendors and Claim Holder shall cooperate fully with the Purchaser, and will use all commercially reasonable efforts to assist the Purchaser in its efforts to complete the transactions contemplated by this Agreement, unless such cooperation and efforts would subject the Vendors to any extraordinary cost or liability or would be in breach of any applicable statutory or regulatory requirements.
 - 4.1.4 *Material Changes.* The Vendors and Claim Holder shall promptly advise the Purchaser in writing of any event, change or development that has or is reasonably expected to have an adverse effect in respect of the Purchaser or the transactions contemplated hereunder.
- 4.2 *Covenants of the Purchaser.* The Purchaser hereby covenants and agrees with the Claim Holder and the Vendors as follows:
- 4.2.1 *Necessary Consents.* The Purchaser shall use commercially reasonable efforts to obtain all approvals or consents as are required to complete the transactions contemplated by this Agreement, including those of the directors and shareholders of the Purchaser, or any applicable Governmental Authority.
 - 4.2.2 *Satisfaction of Conditions Precedent.* The Purchaser shall use commercially reasonable efforts to satisfy or cause to be satisfied the conditions in section 5.3 which are within its control.
 - 4.2.3 *All other Actions.* The Purchaser shall cooperate fully with the Vendors and will use all commercially reasonable efforts to assist the Vendors and the Claim Holder in its efforts to complete the transactions contemplated by this Agreement, unless such cooperation and efforts would subject the *Purchaser* to any extraordinary cost or liability or would be in breach of any applicable statutory or regulatory requirements.
 - 4.2.4 *Material Changes.* The Purchaser shall promptly advise the Vendors and the Claim Holder in writing of any event, change or development that has or is reasonably expected to have an adverse effect in respect of the Purchaser or the transactions contemplated hereunder.
 - 4.2.5 *Good Standing of Property.* During the time which the Claim Holder is holding the Purchased Asset in trust for the Purchaser, the Purchaser agrees to incur all costs associated with maintaining in good standing those licenses, mineral claims, concessions or other interests comprising the Property by the doing and filing of assessment work or the making of payments in lieu thereof and the performance of all other actions which may be necessary in that regard and in order to keep such mineral claims, concessions or other interests free and clear of all liens and other charges arising from the Purchaser's activities thereon except those at the time contested in good faith by the Purchaser.

5. Conditions Precedent

- 5.1 *Conditions Precedent for the Benefit of the Vendors.* The obligation of the Vendors to complete the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Vendors and may be waived by it in whole or in part):
- 5.1.1 *Truth of Representations and Warranties* – The representations and warranties of the Purchaser contained in this Agreement will be true and correct on and as of the Closing Date as though made at and as of the Closing Date.
 - 5.1.2 *Covenants and Agreements* – The Purchaser will have satisfied and complied with all covenants and agreements in this Agreement agreed to be performed or caused to be performed by the Purchaser on or before the Closing Time.
 - 5.1.3 *Consents* – All consents, approvals, orders and authorizations of or from Governmental Authorities required in connection with the completion of the transactions contemplated by this Agreement will have been obtained on or before the Closing Time on terms and conditions satisfactory to the Vendor, including the conditional approval of the listing of the Payment Shares.
 - 5.1.4 *No Material Adverse Change* – No material adverse change (nor any condition, event or development involving a prospective material adverse change) shall have occurred in the business, assets, operations, capital or financial condition of the Purchaser.
 - 5.1.5 *Closing Documents* – The Purchaser will have tendered the documents to be delivered by it at Closing in accordance with this Agreement, including without limitation direct registration statements or share certificates, as directed by the Vendors, representing the Payment Shares.
- 5.2 *Non-satisfaction of Conditions.* If any of the conditions set forth in Section 5.1 are not fulfilled or waived to the reasonable satisfaction of the Vendors, the Vendors may, acting reasonably, terminate this Agreement by notice in writing to the Purchaser. In such event, the Vendors will be released from all obligations under this Agreement and the Purchaser will also be so released unless it was reasonably capable of causing such condition or conditions to be fulfilled or they have breached any of their representations, warranties, covenants or agreements in this Agreement.
- 5.3 *Conditions Precedent for the Benefit the Purchaser.* The obligations of the Purchaser to complete the transactions contemplated by this Agreement are subject to the satisfaction of, or compliance with, at or before the Closing Time, each of the following conditions precedent (each of which is hereby acknowledged to be inserted for the exclusive benefit of the Purchaser and may be waived by it in whole or in part):
- 5.3.1 *Truth of Representations and Warranties* – The representations and warranties of the Claim Holder and the Vendors contained in this Agreement will be true and correct on and as of the Closing Date as though made at and as of the Closing Date.

- 5.3.2 *Covenants and Agreements* – The Claim Holder and Vendors will have complied with all covenants and agreements in this Agreement agreed to be performed or caused to be performed by it on or before the Closing Time.
- 5.3.3 *Consents* – All consents, approvals, orders and authorizations of or from Governmental Authorities required in connection with the completion of the transactions contemplated by this Agreement will be obtained by the Claim Holder and Vendors on terms and conditions satisfactory to the Purchaser in order to complete the MTO Transfer.
- 5.3.4 *No Material Adverse Change* – No material adverse change (nor any condition, event or development involving a prospective material adverse change) shall have occurred with respect to the Purchased Asset.
- 5.3.5 *Closing Documents* – The Vendors will have tendered the documents to be delivered by it at Closing in accordance with this Agreement, including without limitation, the tender of all of the Purchased Asset.
- 5.4 *Non-satisfaction of Conditions.* If any of the conditions set forth in Section 5.3 are not fulfilled or waived to the reasonable satisfaction of the Purchaser, the Purchaser may, acting reasonably, terminate this Agreement by notice in writing to the Vendors and the Claim Holder. In such event the Purchaser will be released from all obligations under this Agreement and the Vendors will also be so released unless it was reasonably capable of causing such condition or conditions to be fulfilled or it has breached any of its representations, warranties, covenants or agreements in this Agreement.
- 5.5 *Waivers.* Each of the parties, may waive any condition for its benefit in this Agreement, in whole or in part, without prejudice to any right of rescission or any other right in the event of the non-fulfilment of any other condition or conditions. A waiver will only be binding if it is in writing.
- 6. Indemnification**
- 6.1 *Indemnification by the Purchaser.* The Purchaser agrees to indemnify and save harmless each of the Vendors from and against any and all losses, debts, obligations, liabilities, expenses, costs and damages (including reasonable legal fees) (collectively, the “**Damages**”) suffered or incurred by the Vendors as a result of any breach of, or untruth of, any of the covenants, warranties or representations contained in section 3.2 and 4.2 of this Agreement.
- 6.2 *Indemnification by the Vendors.* The Vendors agree to indemnify and save harmless the Purchaser from and against any and all Damages suffered or incurred by the Purchaser as a result of any breach of, or untruth of, any of the covenants, warranties or representations contained in section 3.1 or 4.1 of this Agreement.

7. Closing Arrangements

- 7.1 The closing of this transaction shall take place at the offices of the Purchaser on the Closing Date.
- 7.2 On the Closing Date, the Vendors shall deliver, or cause to be delivered, to the Purchaser such documents as may reasonably be required to perfect the transactions contemplated by this Agreement and the Purchaser shall deliver, or cause to be delivered, to the Vendors such documents as may reasonably be required to perfect the transactions contemplated by this agreement.

8. Notices

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

- 8.1.1 in the case of the Purchaser:

810 - 789 West Pender Street
Vancouver, British Columbia
V6C 1H2
Attn: Lawrence Hay
Email: **[redacted]**

with a copy to:

Cassels Brock & Blackwell LLP
Suite 2200, HSBC Building, 855 West Georgia St.
Vancouver, BC V6C 3E8
Email: **[redacted]**

- 8.1.2 in the case of the Vendors:

409-22 Leader Lane,
Toronto, ON
M5E 0B2
Attn:
Email:

with a copy to:

Fish Purdy LLP
Attn: Matthew Fish
Email: **[redacted]**

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

9. Termination

9.1 *Grounds for Termination.* This Agreement may be terminated at any time before the Closing:

9.1.1 by the mutual agreement of the Purchaser and the Vendors;

9.1.2 by either the Purchaser or the Vendors if it is not in material breach of its obligations under this Agreement, and if there has been a breach by the other of any of its representations and warranties or covenants hereunder and in either case such breach has not been cured within ten days after written notice, specifying such breach, to such Party; or

9.1.3 by the Purchaser or the Vendors if the Closing Date is not on or before November 30, 2022 or such later date as may be agreed in writing by the Purchaser and the Vendor.

9.2 *Effect of Termination.* If this Agreement is terminated as provided in Section 9.1, it will, except as provided herein, forthwith become void, and, subject to Sections 3.4, 5.2 and 5.4 none of the parties or their respective officers, directors, employees, agents, or shareholders will have any liability or obligation with respect to the terminated provisions of the Agreement. Sections 3.4, 5.2, 5.4, 10.3 and 10.4 will survive termination of this Agreement and will continue to be in effect notwithstanding the termination of this Agreement.

10. General Provisions

10.1 *Entire Agreement.* This Agreement, including all the Schedules hereto, together with the agreements and other documents to be delivered pursuant hereto, constitutes the entire agreement among the parties pertaining to the subject matter hereof and supersedes any and all prior agreements, understandings, negotiations and discussions, whether oral or written, of the parties and there are no warranties, representations or other agreements among the parties in connection with the subject matter hereof except as specifically set forth herein and therein.

10.2 *Costs and Expenses.* The Purchaser agrees to reimburse the Vendors and the Claim Holder for all legal fees, costs and expenses related to the transactions described in this Agreement (the "**Legal Fees**"). Except for the Legal Fees, each party shall be responsible for their respective costs and expenses in connection with the transactions contemplated herein.

10.3 *Confidentiality.* Until the Closing Time, and in the event of the termination of this Agreement without consummation of the transactions contemplated by this Agreement, for a period of two years from the date of this Agreement, each party to this Agreement will keep confidential any information obtained from the other parties, provided that a party

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

- 10.4 *Public Announcements.* Neither the Company or the Vendors will, without the prior consent of the Purchaser, make any disclosure regarding the existence, purpose, scope, content, terms or conditions of this Agreement or other agreements relating to this Agreement except in order to comply with a legal obligation, the requirements of a competent Government Authority; provided that, where practicable, a copy of any proposed announcement or statement will be furnished to the other parties in advance of the proposed date of publication. Nothing herein will prevent disclosure of the terms of this Agreement to a corporate party's directors, officers, employees or agents or its financial, legal, accounting or other advisors.
- 10.5 *Waiver.* The failure of a party in any one or more instances to insist upon strict performance of any of the terms of this Agreement or to exercise any right or privilege arising under it will not preclude it from requiring by reasonable notice that any other party duly perform its obligations or preclude it from exercising such a right or privilege under reasonable circumstances, nor will waiver in any one instance of a breach be construed as an amendment of this Agreement or waiver of any later breach.
- 10.6 *Assignment.* None of the parties will assign, transfer, charge or otherwise encumber the benefit (or any part thereof) or the burden (or any part thereof) of this Agreement without the prior written consent of the other parties, such consent not to be unreasonably withheld.
- 10.7 *Further Assurances.* Each of the parties hereto will from time to time at the request of any of the other parties hereto and without further consideration, execute and deliver all such other additional assignments, transfers, instruments, notices, releases and other documents and will do all such other acts and things as may be necessary or desirable to assure more fully the consummation of the transactions contemplated hereby.
- 10.8 *Time.* Time will be of the essence of this Agreement.
- 10.9 *Amendment.* This Agreement may be amended or varied only by agreement in writing signed by each of the parties. Unless the context otherwise so requires, a reference to this Agreement includes a reference to this Agreement as amended or varied from time to time.
- 10.10 *Severability.* If any provision of this Agreement is determined to be invalid or unenforceable in whole or in part, such invalidity or unenforceability will attach only to

such provision or part thereof and the remaining part of such provision and all other provisions hereof will continue in full force and effect.

- 10.11 *Governing Law.* This Agreement will be governed by and interpreted in accordance with the laws from time to time in force in the Province of British Columbia and each of the parties hereby attorns to the non-exclusive jurisdiction of the courts of the Province of British Columbia.
- 10.12 *Benefit of Agreement.* This Agreement will enure to the benefit of and be binding upon each of the parties hereto who is a corporation and their respective successors and permitted assigns.
- 10.13 *Counterparts.* This Agreement may be executed in as many counterparts as are necessary. It will be binding on each party when each party hereto has signed and delivered one such counterpart. Delivery may be made by facsimile or other electronic transmission. When a counterpart of this Agreement has been executed by each party, all counterparts together will constitute one agreement.

[Signature Page Follows]

THE PARTIES, intending to be contractually bound, have executed this Agreement as of the date and year first above written.

GOAT INDUSTRIES LTD.

By: "Lawrence Hay"

(Authorized Signatory)

CLAIM HOLDER:

"Arlene McGhee"

ARLENE MCGHEE

VENDORS:

"Lucas Stemshorn-Russell"

LUCAS STEMSHORN-RUSSELL

"Mike Anderson"

MIKE ANDERSON

BONOSE INC.

By: "Michael Colwill"

Authorized Signatory

197127 BC LTD.

By: "Gary Purdon"

Authorized Signatory

1093780 BC LTD.

By: "Derek Huston"

Authorized Signatory

SCHEDULE A

PURCHASED ASSETS

Title Number	Owner	Title Type	Title Sub Type	Map Number	Issue Date	Good to Date	Area (ha)	Claim Name
1099304	Arlene McGhee	Mineral	Claim	093M	November 16, 2022	November 16, 2023	718.32	N/A
1099308	Arlene McGhee	Mineral	Claim	093M	November 16, 2022	November 16, 2023	368.28	N/A

SCHEDULE B**ALLOCATION OF PAYMENT SHARES**

Shareholder	Pro-Rata %	Number of Payment Shares
MIKE ANDERSON 15802 109TH AVE SURREY, BC V4N 5G1	26.67%	10,000,000
ARLENE MCGHEE 202-9175 MARY STREET, CHILLIWACK, BC V2P 4H7	26.67%	10,000,000
LUCAS STEMHORN-RUSSELL 558 BAKER STREET VICTORIA, BC V8Z 2H5	26.67%	10,000,000
1197127 BC LTD. 158 2979 PANORAMA DR COQUITLAM BC V3E 2W8	2.67%	1,000,000
1093780 BC LTD. 115- 3602 ALDERCREST DR NORTH VANCOUVER BC V76 0A2	2.67%	1,000,000
BONOSE INC. 299 GLEBEHOLME BLVD TORONTO, ON M4J 1T1	14.67%	5,500,000
TOTAL	100%	37,500,000