

AMALGAMATION AGREEMENT

THIS AGREEMENT is made effective as of the 14th day of July 2023.

AMONG:

PURSUIT GOLD CORP., a company incorporated under the laws of British Columbia and having a registered and records office at The King George Building, 6th Floor, 905 W. Pender Street, Vancouver BC, V6C 1L6

(the “**Issuer**”)

AND:

SOUTH AMERICAN LITHIUM CORP., a company incorporated under the laws of Alberta and having an office at 60 Signal Hill Way, Calgary Alberta T3H 2M2

(“**Target**”)

BACKGROUND:

- A. The Issuer is a reporting issuer in the provinces of British Columbia, Alberta, and Ontario engaged in the acquisition, exploration and development of mineral resource properties, whose common shares are listed on the CSE (as defined herein);
- B. Target is a private Alberta corporation engaged in lithium exploration and development in Argentina;
- C. The Issuer wishes to acquire all the issued and outstanding shares in the capital of Target by means of a three-cornered amalgamation among the Issuer, a to be incorporated wholly-owned subsidiary of the Issuer (“**Subco**”), and Target, pursuant to the *Business Corporations Act* (British Columbia) (the “**Amalgamation**”), upon and subject to the terms and conditions set forth in this Agreement;
- D. The Amalgamation is expected to constitute a Fundamental Change (as defined herein) of the Issuer under the policies of the CSE; and
- E. Following completion of the Amalgamation, the Resulting Issuer (as defined herein) will carry on, through the Amalco (as defined herein), the business presently carried on by the Target; and
- F. As part of the Transactions (as defined herein), the Resulting Issuer will: (i) change its name to “South American Lithium Corp.” or such other name as the Issuer and the Target shall agree; and (ii) restructure its board of directors to include three nominees of the Target and two nominees of the Issuer.

THEREFORE, in consideration of among other things the mutual promises contained in this Agreement, the Parties agree as follows:

1. INTERPRETATION

1.1 **Defined Terms.** The following terms have the following meanings in this Agreement, including the recitals and any schedules hereto, unless otherwise stated or unless there is something in the subject matter or context inconsistent therewith:

- (a) “**ABCA**” means the *Business Corporations Act* (Alberta), as amended;
- (b) “**Acquisition Proposal**” has the meaning ascribed thereto in Section 12;

- (c) **“Agreement”** means this agreement and includes any agreement amending this agreement or any agreement or instrument which is supplemental or ancillary thereof, and the expressions “above”, “below”, “herein”, “hereto”, “hereof” and similar expressions refer to this agreement;
- (d) **“Amalco”** means the company that will result from the Amalgamation, and which will be a wholly-owned subsidiary of the Issuer after giving effect to the Amalgamation;
- (e) **“Amalco Shares”** means the common shares in the capital of Amalco;
- (f) **“Amalgamation”** means the amalgamation of Target and Subco pursuant to the provisions of the BCBCA whereby the Issuer will acquire all of the issued and outstanding Target Shares from the Target Shareholders thereof in exchange for the issuance by the Issuer of the Issuer Consideration Shares, all on the terms and conditions set forth herein;
- (g) **“Amalgamation Application”** means the amalgamation application of Target and Subco (including the form of Articles of Amalco attached thereto) in respect of the Amalgamation, in the form attached hereto as Schedule C, to be filed with the Registrar under the BCBCA;
- (h) **“Antosana Rights”** has the meaning provided in the definition of “El Quemado Title Opinions” herein;
- (i) **“Applicable Law”** means, with respect to any Person, any transnational, domestic or foreign federal, state or local law (statutory, common or otherwise), constitution, treaty, convention, ordinance, code, rule, regulation, order, injunction, judgment, decree, ruling or other similar requirement enacted, adopted, promulgated or applied by a Governmental Authority that is binding upon or applicable to such Person, as amended unless expressly specified otherwise;
- (j) **“Applicable Securities Laws”** means all applicable securities laws in all jurisdictions relevant to the issuance of securities by a Party pursuant to the terms of this Agreement;
- (k) **“BCBCA”** means the *Business Corporations Act* (British Columbia), as amended;
- (l) **“Business”** means the business presently and heretofore carried on by the Issuer or Target, as the case may be, as a going concern and the intangible goodwill associated therewith and any and all interests of whatsoever kind and nature related thereto;
- (m) **“Certificate of Amalgamation”** means the certificate of amalgamation to be issued by the Registrar under section 281(a) of the BCBCA giving effect to the Amalgamation;
- (n) **“Change of Control”** means, for the purpose of a Fundamental Change under Policy 8 of the CSE, a transaction or series of transactions involving the issue or potential issue of that number of securities of a listed issuer that: is equal to or greater than 100% of the number of Equity Securities of the Listed Issuer outstanding prior to the transaction or series of transactions (commonly referred to as a “reverse take-over”), or results in new shareholders holding greater than 50% of the voting securities of the Listed Issuer, or otherwise results in a change in voting control of the listed issuer or a substantial change of management or the board of directors of the listed issuer;
- (o) **“Closing”** means the completion of the Transactions on the Closing Date pursuant to the terms and conditions contained in this Agreement;
- (p) **“Closing Date”** means the Closing Date of the Amalgamation shown on the Certificate of Amalgamation;

- (q) **“Concurrent Financing”** means the private placement of Target of its securities for gross proceeds of not less than \$1,200,000, on terms mutually agreeable to the Issuer and the Target, acting reasonably;
- (r) **“Continuation”** means the continuation of the Target’s corporate existence out of Alberta into British Columbia in accordance with the provisions of the ABCA and the BCBCA;
- (s) **“CSE”** means the Canadian Securities Exchange;
- (t) **“Dissent Rights”** means the dissent rights exercisable by Dissenting Target Shareholders with respect to the Continuation and the Amalgamation;
- (u) **“Dissenting Target Shareholder”** means a registered Target Shareholder who, in connection with the special resolution of the Target Shareholders approving the Continuation and the Amalgamation, has exercised the right to dissent pursuant to Section 191 of the ABCA with respect to the Continuation, and pursuant to Section 272 of the BCBCA with respect to the Amalgamation, in strict compliance with the provisions thereof and thereby becomes entitled to be paid the fair value of his, her or its Target Shares and who has not withdrawn the notice of the exercise of such right as permitted by the ABCA and the BCBCA;
- (v) **“Dissenting Target Shares”** means the Target Shares held by Dissenting Target Shareholders;
- (w) **“Documents”** means all contracts, agreements, documents, permits, licenses, certificates, plans, drawings, specifications, reports, compilations, analysis, studies, financial statements, budgets, market surveys, minute books, corporate records, corporate seals and any other documents or information of whatsoever nature relating to the Issuer or Target, as the case may be, and any all rights in relation thereto;
- (x) **“Effective Time”** means effective time on the Closing Date indicated upon the Certificate of Amalgamation;
- (y) **“El Quemado Project”** means the Antosana Rights and the LATAM Rights, as detailed in Schedule B;
- (z) **“El Quemado Title Opinions”** means (i) the legal opinion prepared by Pérez Alsina addressed to the Issuer as of Closing on the ownership and good standing of the 26 mining rights held by Minera Antosana and formerly by Enrique Vidal comprising part of the El Quemado Project (the **“Antosana Rights”**) and (ii) the legal opinion prepared by Pérez Alsina addressed to the Issuer as of Closing on the ownership and good standing of the 20 mining rights formerly held by Latin Metals Inc. and being transferred to the Target (the **“LATAM Rights”**) comprising part of the El Quemado Project;
- (aa) **“Encumbrance”** means, whether or not registered or registrable or recorded or recordable, and regardless of how created or arising:
 - (i) a mortgage, assignment of rent, lien, encumbrance, adverse claim, charge, restriction, title defect, security interest, hypothec or pledge, whether fixed or floating, against assets or property (whether real, personal, mixed, tangible or intangible), hire purchase agreement, conditional sales contract, title retention agreement, equipment trust or financing lease, and a subordination to any right or claim of others in respect thereof;
 - (ii) a claim, interest, or estate against or in assets or property (whether real, personal, mixed, tangible or intangible), including, without limitation, an easement, right-of-way, servitude or other similar right in property granted to or reserved or taken by any Person;

- (iii) an option or other right to acquire any interest in, any assets or property (whether real, personal, mixed, tangible or intangible);
 - (iv) a lien or charge for taxes, assessments, duties, fees, premiums, imposts, levies and other charges imposed by any lawful authority;
 - (v) any other encumbrance of whatsoever nature and kind against assets or property (whether real, personal, mixed, tangible or intangible); or
 - (vi) any agreement to create, or right capable of becoming, any of the foregoing;
- (bb) **“Environmental Laws”** means all applicable federal, provincial, state, local and foreign laws, imposing liability or standards of conduct for, or relating to, the regulation of activities, materials, substances or wastes in connection with, or for, the protection of human health, safety, the environmental or natural resources (including ambient air, surface water, groundwater, wetlands, land surface or subsurface strata, wildlife, aquatic species and vegetation);
- (cc) **“Exchange”** means the CSE or such other stock exchange upon which the Resulting Issuer Shares are listed upon completion of the Transactions;
- (dd) **“Exclusivity Termination Date”** has the meaning ascribed thereto in Section 12;
- (ee) **“fair value”** where used in relation to a Target Share held by a Dissenting Target Shareholder, means fair value as determined under Section 191 of the ABA with respect to the Continuation, or under Section 190 of the BCBCA with respect to the Amalgamation, or as agreed between the Issuer and the Dissenting Target Shareholder;
- (ff) **“Fundamental Change”** means a Major Acquisition accompanied or preceded by a Change of Control, or a transaction or series of transactions determined to be such by the CSE;
- (gg) **“Generally Accepted Accounting Principles”** means the generally accepted accounting principles from time to time approved by the Canadian Institute of Chartered Accountants, or any successor institute, applicable as at the date on which date such calculation is made or required to be made in accordance with generally accepted accounting principles applied on a basis consistent with preceding years;
- (hh) **“Governmental Authority”** means any foreign, national, provincial, local or state government, any political subdivision or any governmental, judicial, public or statutory instrumentality, court, tribunal, commission, agency (including those pertaining to health, safety or the environment), authority, body or entity, or other regulatory bureau, authority, body or entity having legal jurisdiction over the activity or Person in question and, for certainty, includes the CSE;
- (ii) **“IFRS”** means Generally Accepted Accounting Principles set out in the CPA Canada Handbook for an entity that prepares its financial statements in accordance with International Financial Reporting Standards;
- (jj) **“Interim Period”** means the period from and including the date hereof through to and including the time of Closing;
- (kk) **“Issuer”** means Pursuit Gold Corp.;
- (ll) **“Issuer Annual Statements”** means the audited financial statements of the Issuer for the years ended November 30, 2022 and 2021, as filed on SEDAR with the applicable Canadian securities regulators;

- (mm) **“Issuer Consideration Shares”** means the Issuer Shares to be issued by the Issuer to the Target Shareholders pursuant to the terms and conditions of this Agreement;
- (nn) **“Issuer Disclosure Record”** means the Issuer’s financial statements, management information circulars, material change reports, press releases and all documents filed publicly by the Issuer on SEDAR;
- (oo) **“Issuer Interim Statements”** means the unaudited financial statements of the Issuer for the three months ended February 28, 2022, as filed on SEDAR with the applicable Canadian securities regulators;
- (pp) **“Issuer Option Plan”** means the incentive option plan of the Issuer adopted May 31, 2021, and the agreements entered into thereunder;
- (qq) **“Issuer Options”** means the options to purchase Issuer Shares granted pursuant to the Issuer Option Plan, of which 1,300,000 exercisable at \$0.10 each are outstanding as of the date hereof;
- (rr) **“Issuer Shares”** means the common shares of the Issuer;
- (ss) **“LATAM Rights”** has the meaning provided in the definition of “El Quemado Title Opinions” herein;
- (tt) **“Major Acquisition”** means, with respect to Policy 8 of the CSE, an asset purchase (whether for cash or securities), take-over (either a formal or exempt bid), amalgamation, arrangement or other form of merger, the result of which is that for the next 12-month period at least 50% of the Listed Issuer’s (i) assets or resources are expected to be comprised of, (ii) anticipated revenues are expected to be derived from, or (iii) expenditures and management time and effort will be devoted to the assets, properties businesses or other interests that are the subject of the Major Acquisition;
- (uu) **“Material Adverse Change”** means any change (or any condition, event or development involving a prospective change) in the business, operations, results of operations, assets, capitalization, financial condition, licenses, permits, concessions, rights, liabilities, prospects or privileges, whether contractual or otherwise, of the Party referred to which is, or would reasonably be expected to be, materially adverse to the Business of such party other than a change: (i) which has prior to the date hereof been publicly disclosed or otherwise disclosed in writing to the other Party; or (ii) resulting from general economic, financial, currency exchange, securities or commodity market conditions in Canada or Argentina or elsewhere;
- (vv) **“Minera Antosana”** means Minera Antosana S.A., a private Argentinian company that holds the Antosana Rights;
- (ww) **“Outside Date”** means October 31, 2023, or such other date as agreed to by all Parties in writing;
- (xx) **“Party”** or **“Parties”** refer to the Issuer, Subco, the Target, or any of them;
- (yy) **“payout value”** where used in relation to a Target Share held by a Dissenting Target Shareholder, means fair value as determined under Section 245 of the BCBCA with respect to the Amalgamation, or as agreed between the Target and the Dissenting Target Shareholder;
- (zz) **“Pérez Alsina”** means Estudio Pérez Alsina & Frezze Durand, with an address at Balcarce 376 1st. Apartment, Salta, Salta, Argentina;
- (aaa) **“Permits”** means all licenses, permits and similar rights and privileges that are required and necessary under applicable legislation, regulations, rules and orders for the Issuer or Target, as the case may be, to own and operate their assets and Business or for the status and qualification of

the Issuer or Target, as the case may be, to own and operate their assets and to carry on their Business;

- (bbb) **"Person"** means an individual, company, corporation, body corporate, partnership, joint venture, society, association, trust or unincorporated organization, or any trustee, executor, administrator, or other legal representative;
- (ccc) **"Properties"** means those mine rights detailed in Schedule B comprising the El Quemado Project and the Yacones Property;
- (ddd) **"Registrar"** means the person appointed as the Registrar of Companies under section 400 of the BCBCA;
- (eee) **"Regulatory Approval"** means any required Exchange approval of the Transactions and any required approvals (or exemptive relief) under Applicable Securities Laws in order to complete the Transactions as a Fundamental Change of the Issuer under the policies of the CSE;
- (fff) **"Resulting Issuer"** means the Issuer upon completion of the Amalgamation, having Amalco as a wholly-owned subsidiary thereof;
- (ggg) **"Resulting Issuer Shares"** means common shares in the capital of the Resulting Issuer;
- (hhh) **"SALi Argentina"** means South American Lithium Argentina S.A., a corporation incorporated under the laws of Argentina and a wholly-owned subsidiary of Target;
- (iii) **"Securities Act"** means the *Securities Act* (British Columbia), as amended and restated from time to time;
- (jjj) **"SEDAR"** means the System for Electronic Document Analysis and Retrieval developed by the Canadian Securities Administrators;
- (kkk) **"Subco"** means a wholly-owned subsidiary of the Issuer to be incorporated by the Issuer under the BCBCA;
- (lll) **"Subco Shares"** means the common shares in the capital of Subco;
- (mmm) **"Target Financial Statements"** means all financial statements of Target, both audited and unaudited as applicable, for the periods required pursuant to applicable regulatory policies for inclusion in any disclosure document or other filing to any applicable Regulatory Authorities, and includes, but is not limited to, the audited financial statements of the Target for the financial period ended February 28, 2023;
- (nnn) **"Target Options"** means the options to acquire Target Shares, of which 3,200,000 options are outstanding as of the date of this Agreement;
- (ooo) **"Target Resolutions"** means the special resolutions of the shareholders of Target to approve the Amalgamation, the Continuation, and related matters;
- (ppp) **"Target Shareholders"** means the Persons who beneficially and legally own Target Shares;
- (qqq) **"Target Shares"** means the issued and outstanding shares in the capital of Target;

- (rrr) **“Target Warrants”** means the warrants to acquire Target Shares, of which 13,225,000 warrants exercisable at \$0.20 until July 21, 2027 and 1,000,000 warrants exercisable at \$1.00 until March 10, 2028 are outstanding as of the date of this Agreement;
- (sss) **“Target Warrantholders”** means the Persons who beneficially and legally own Target Warrants;
- (ttt) **“Tax Act”** means the *Income Tax Act* (Canada), as amended and restated from time to time; and
- (uuu) **“Transactions”** means the transactions contemplated by this Agreement, including the Continuation and the Amalgamation as a Fundamental Change of the Issuer under the policies of the CSE;
- (vvv) **“Yacones Option”** means the option agreement dated June 28, 2023, among Simon Pérez Alsina, SALI and SALI Argentina pursuant to which SALI Argentina has the right to acquire a 100% interest in the Yacones Property;
- (www) **“Yacones Property”** means those mining rights detailed in Schedule B; and
- (xxx) **“Yacones Title Opinion”** means the legal opinion prepared by Pérez Alsina addressed to the Issuer as of Closing on the ownership and good standing of the mining rights comprising the Yacones Property.

1.2 **Schedules.** The following schedules attached hereto constitute a part of this Agreement:

Schedule A – Issuer and Target Capitalization

Schedule B – the Properties

Schedule C – Amalgamation Application

Schedule D – Articles of Amalco

1.3 **Schedule References.** Wherever any provision of any schedule to this Agreement conflicts with any provision in the body of this Agreement, the provisions of the body of this Agreement shall prevail. References herein to a schedule shall mean a reference to a schedule to this Agreement. References in any schedule to this Agreement shall mean a reference to this Agreement. References to any schedule to another schedule shall mean a reference to a schedule to this Agreement.

1.4 **Headings.** The headings in this Agreement are for reference only and do not constitute terms of this Agreement.

1.5 **Interpretation.** Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or other gender or the body corporate as the context may require. As used in this Agreement, “or” is not exclusive and “including” is not limiting, whether or not non-limiting language (such as “without limitation”) is used with reference to it.

1.6 **Currency.** Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

1.7 **Knowledge.** Where a representation or warranty is made in this Agreement on the basis of the knowledge or the awareness of the Party, such knowledge or awareness consists only of the actual collective knowledge or awareness, as of the date of this Agreement, of the senior officers and directors of the relevant Party, in their capacity as senior officers and directors of that Party and not in their personal capacity and without personal liability, but does not include the knowledge or awareness of any other individual or any constructive, implied or imputed third party knowledge, provided that the Party making the representation and warranty shall have conducted a

reasonable investigation as to the subject matter relating thereto and the level of such an investigation shall be that of a reasonably prudent person investigating a material consideration in the context of a material transaction and the use of a knowledge qualifier shall constitute a representation and warranty by the Party making the representation and warranty in each case that such an investigation has actually been made.

2. AMALGAMATION

2.1 Implementation Steps.

Each of the Issuer, Subco and Target covenants to each other to use their commercially reasonable efforts to perform their respective obligations under this Agreement in order to complete the Transactions, including without limitation, taking the following actions, as applicable:

- (a) **Target Meeting.** Target shall hold the Target Meeting at which the Target Shareholders will be asked, among other things, to approve the Target Resolutions, and Target shall use its commercially reasonable efforts to obtain the approval of the Target Shareholders for the Target Resolutions, together with all such matters as are required to effect the Continuation and the Amalgamation;
- (b) **Issuer Shareholder Approval.** the Issuer shall take steps to obtain the written consent of the majority of the Issuer Shareholders to approve the Amalgamation as a Fundamental Change of the Issuer;
- (c) **CSE Approval.** the Issuer shall apply to the CSE and diligently pursue obtaining conditional approval of the Transactions (including the listing of the Issuer Consideration Shares on the CSE, prior to the Effective Time; and
- (d) **Continuation.** Prior to the Effective Time, Target shall effect the Continuation.

2.2 **Securities Compliance.** the Issuer and Target shall use commercially reasonable efforts to obtain all orders required from the applicable Governmental Authority and the Exchange to permit (subject to escrow or resale conditions imposed by the Exchange) the issuance of the Issuer Consideration Shares issuable pursuant to the Amalgamation without qualification with, or approval of, or the filing of any prospectus or similar document, or the taking of any proceeding with, or the obtaining of any further order, ruling or consent from, any Governmental Authority under any Canadian, U.S. federal, provincial or territorial securities or other Applicable Laws, or the fulfillment of any other legal requirement in any such jurisdiction other than for any required filings under National Instruments 51-102 or 45-106, Rule 802 under the U.S. Securities Act of 1933, as amended, and any filings required by the Exchange.

2.3 Preparation of Filings.

- (a) the Issuer and Target shall co-operate in:
 - (i) the preparation of any application for any orders or documents reasonably deemed by the Issuer and Target to be necessary to discharge their respective obligations under Applicable Laws in connection with this Agreement and the Transactions;
 - (ii) the taking of all such action as may be required under any Applicable Laws in connection with the issuance of the Issuer Consideration Shares; and
 - (iii) the taking of all actions required under the ABCA and the BCBCA in connection with the Continuation.
- (b) Each of the Issuer and Target shall promptly furnish to the other all information concerning it and its security holders as may be required for the effectuation of the actions described in Sections 2.1

and 2.2 and the foregoing provisions of this Section 2.3, and each covenants that no information furnished by it (to its knowledge in the case of information concerning its shareholders) in connection with such actions or otherwise in connection with the consummation of the Transactions will contain any misrepresentation or any untrue statement of a material fact or omit to state a material fact required to be stated in any such document or necessary in order to make any information so furnished for use in any such document not misleading in the light of the circumstances in which it is furnished.

2.4 Concurrent Financing. The Target will use its commercially reasonable efforts to complete the Concurrent Financing prior to the Closing Date. In connection with the Concurrent Financing, the Target may pay compensation in cash and securities to brokers or qualified finders, in accordance with Applicable Securities Laws.

2.5 Filing of Amalgamation Application. Subject to the rights of termination contained in Section 11 hereof, upon satisfaction or waiver of all conditions precedent, Subco and Target shall jointly file with the Registrar the Amalgamation Application and such other documents as are required to be filed under the BCBCA to give effect to the Amalgamation, pursuant to provisions of the BCBCA.

2.6 Effect of the Amalgamation. The following shall occur and shall be deemed to occur in the following order without any further act or formality:

- (a) at the Effective Time, Subco and Target shall amalgamate to form Amalco and shall continue as one company under the BCBCA in the manner set out in Section 2.8 hereof and with the effect set out in Section 270 of the BCBCA;
- (b) immediately upon the amalgamation of Subco and Target to form Amalco as set forth in Section 2.6(a):
 - (i) each Target Share outstanding immediately prior to the Effective Time held by a Dissenting Target Shareholder will become an entitlement to be paid the fair value of such share;
 - (ii) each one (1) Target Share (other than those held by Dissenting Target Shareholders) issued and outstanding immediately before the Effective Time shall be exchanged for one (1) Issuer Consideration Share;
 - (iii) each one (1) Subco Share outstanding immediately before the Effective Time shall be exchanged for one (1) Amalco Share and the Subco Shares shall be deemed to have been cancelled as of the Effective Time;
 - (iv) in consideration of the issuance of the Issuer Consideration Shares pursuant to Section 2.6(b)(ii), Amalco shall issue to the Issuer one (1) Amalco Share for each Issuer Consideration Share so issued;
 - (v) the Target Shareholders shall cease to be the holders of the Target Shares and the name of such Target Shareholders shall be removed from the share register of holders of Target Shares;
 - (vi) the Target Shares shall be deemed to have been cancelled as of the Closing Date, any and all rights the Target Shareholders may have in or to any securities of Target shall automatically (without any further action) be absolutely terminated and cancelled; and
 - (vii) the Target Shareholders shall be deemed to have executed and delivered all consents, releases, assignments and waivers, statutory or otherwise, required to exchange or transfer such securities in accordance with this Section 2.6(b);

2.10 Issuer Consideration Shares. At the Effective Time and in accordance with the terms of the Amalgamation, the Issuer Consideration Shares will be issued *pro rata* to the Target Shareholders, and certificates or DRS advice for the Issuer Consideration Shares will be delivered as directed by Target in writing.

2.11 Restriction on Resale. Each of the Target Shareholders and Target Warranholders shall, if required by the Exchange, enter into an escrow agreement in respect of their Issuer Consideration Shares and/or Target Warrants in the prescribed form or accept their Issuer Consideration Shares with such resale restrictions as may be required by the Exchange. If any Target Shareholder or Target Warranholder is required by the Exchange to enter into an escrow agreement in respect of any Issuer Consideration Shares, the certificates for such Issuer Consideration Shares will not be delivered in accordance with Section 2.10 and will be held for delivery subject to the execution of and in accordance with the terms of any such escrow agreement.

2.12 U.S. Legend. In addition to any other resale restrictions that may be imposed, any Target Shareholder who is a U.S. Person will receive Issuer Consideration Shares in exchange for such Target Shareholder's Target Shares which will bear a legend substantially in the following form:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "U.S. SECURITIES ACT"), OR ANY STATE SECURITIES LAWS, AND MAY BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED ONLY (A) TO THE CORPORATION, (B) OUTSIDE THE UNITED STATES IN COMPLIANCE WITH RULE 904 OF REGULATIONS UNDER THE U.S. SECURITIES ACT AND IN COMPLIANCE WITH LOCAL LAWS AND REGULATIONS, (C) PURSUANT TO A REGISTRATION STATEMENT THAT HAS BEEN DECLARED EFFECTIVE UNDER THE U.S. SECURITIES ACT AND IS AVAILABLE FOR RESALE OF THE SECURITIES, OR (D) IN COMPLIANCE WITH AN EXEMPTION FROM REGISTRATION UNDER THE U.S. SECURITIES ACT, INCLUDING RULE 144 OR RULE 144A THEREUNDER, IF AVAILABLE, AND, IN EACH CASE, IN COMPLIANCE WITH ANY APPLICABLE STATE SECURITIES LAWS. THE HOLDER FURTHER UNDERSTANDS AND AGREES THAT IN THE EVENT OF A TRANSFER PURSUANT TO THE FOREGOING CLAUSE (D), THE CORPORATION WILL REQUIRE A LEGAL OPINION OF COUNSEL OF RECOGNIZED STANDING OR OTHER EVIDENCE SATISFACTORY TO THE CORPORATION THAT SUCH TRANSFER IS EXEMPT FROM REGISTRATION UNDER THE U.S. SECURITIES ACT AND APPLICABLE STATE SECURITIES LAWS."

2.13 Target Warrants and Options.

- (a) After the Effective Time and subject to approval of the CSE, each whole Target Warrant outstanding immediately prior to Closing shall entitle the holder thereof to receive, upon exercise on or after the Effective Date, one Resulting Issuer Share at an exercise price equal to the exercise price provided for in the certificate representing the Target Warrant, subject to the terms and conditions contained in such certificate. Certificates representing Target Warrants which are outstanding on the Effective Date shall represent rights to purchase Resulting Issuer Shares. The Resulting Issuer shall have no obligation to issue new warrant certificates representing such rights; and
- (b) After the Effective Time and subject to approval of the CSE, each Target Option outstanding immediately prior to Closing shall entitle the holder thereof to receive, upon exercise on or after the Effective Date, one Resulting Issuer Share at an exercise price equal to the exercise price provided for in the Target Option documentation, subject to the terms and conditions contained in such documentation. Option agreements or other documentation governing Target Options which are outstanding on the Effective Date shall represent rights to purchase Resulting Issuer Shares. The Resulting Issuer shall have no obligation to issue new documentation representing such rights.

2.14 Further Assurances. The Parties shall take any other actions and do any other things, including the execution of any other agreements, documents, or instruments, that are necessary or useful to give effect to the Transactions,

provided that nothing in this Agreement shall prevent or limit the ability of the directors of each of the Issuer and the Target to fulfill their fiduciary or statutory duties.

2.15 Amendments to Structure. Notwithstanding the foregoing, subject to compliance with Regulatory Approvals, the Parties agree that the foregoing structure of the Amalgamation may be amended to accommodate certain tax planning and operational efficiencies of either the Issuer or the Target as recommended by their respective advisors, provided that such amendments shall not have a detrimental effect on either the Issuer or the Target.

3. CHANGE IN DIRECTORS AND OFFICERS OF THE RESULTING ISSUER

3.1 Resignations. At the time of Closing and subject to delivery of mutual releases acceptable to the Issuer, Target and the individuals as hereinafter described, the Issuer shall deliver the resignation of Howard Blank and Kostas Sakarellos, who are not continuing as directors of the Resulting Issuer.

3.2 New directors and officers. Effective as of the Closing and subject to prior Exchange approval and compliance with all Applicable Laws, the directors of the Resulting Issuer will be Richard Rosner and Ken Booth as nominees of the Issuer and Dustin Nanos, Michelle DeCecco, and Jose de Castro, as nominees of the Target, or such other nominees of the Target reasonably acceptable to the Issuer.

4. COVENANTS AND AGREEMENTS

4.1 Given by Target. Target covenants and agrees with the Issuer that it will:

- (a) permit representatives of the Issuer, at their own cost, reasonable access during normal business hours to Target's Documents including, without limitation, all of the assets, contracts, financial records, and minute books of Target, so as to permit the Issuer to make such investigation of Target as the Issuer deems reasonably necessary;
- (b) assist in the completion of any steps required in any other jurisdictions where Target holds assets, which the Issuer may deem reasonably necessary to complete the Transactions;
- (c) provide to the Issuer all such further documents, instruments and materials and do all such acts and things as may be reasonably required by the Issuer to seek the Regulatory Approval, including, without limiting the foregoing, all relevant information concerning it and its business, assets, operations and financial statements for inclusion in any public disclosure document to be prepared by the Issuer in connection with the Transactions;
- (d) during the Interim Period, preserve and protect the goodwill, assets and undertaking of Target, carry on the Business of Target in the ordinary course, in a reasonable and prudent manner consistent with past practice;
- (e) use its commercially reasonable efforts to obtain all required third party consents, Permits, approvals, authorizations, filings, assignments or waivers and amendments or terminations to any instrument or agreement and take such other measures as may be necessary to fulfil its obligations hereunder and to carry out the Transactions, including obtaining any shareholder approvals, consents or agreements as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange, Applicable Law and the constating documents of Target to be able to fulfill its obligations hereunder and in connection with the delivery of all of the Target Shares on Closing;
- (f) co-operate with the Issuer, in the Issuer's efforts and at the Issuer's expense, to obtain Regulatory Approvals with respect to:
 - (i) the Transactions; and

- (ii) such other documents as the Issuer may reasonably request in order to obtain the Regulatory Approval;
- (g) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out Sections 7.1 and 7.2 so as to close the Transactions by the Closing Date;
- (h) during the Interim Period, except in respect of securities of Target that are issuable pursuant to already outstanding convertible securities or will be issued pursuant to the Concurrent Financing, not issue any securities of Target or enter into any agreement or understanding with any other party to issue any securities of Target, without the prior written consent of the Issuer, such consent not to be unreasonably withheld;
- (i) during the Interim Period, not directly or indirectly, solicit, initiate, assist, facilitate, promote or knowingly encourage the initiation of proposals or offers from, entertain or enter into negotiations with, any Person (other than the Issuer), with respect to any amalgamation, merger, consolidation, arrangement, restructuring, sale of any material assets or part thereof of Target;
- (j) during the Interim Period, not:
 - (i) enter into any material contract;
 - (ii) incur or commit to incur any indebtedness for borrowed money; or
 - (iii) acquire directly or indirectly, any assets having a value of \$5,000 or more, including but not limited to mineral resource concessions or properties,without the prior written consent of the Issuer, such consent not to be unreasonably withheld;
- (k) make other necessary filings and applications under applicable, foreign, federal and provincial laws and regulations required on the part of it in connection with the transactions contemplated herein;
- (l) use its commercially reasonable efforts to conduct its affairs so that all of the representations and warranties of it contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the transactions contemplated herein;
- (m) notify the Issuer immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in all material respects; and
- (n) during the Interim Period, ensure that it complies in all material respects with the foregoing covenants of this Agreement.

4.2 Given by the Issuer. the Issuer covenants and agrees with Target that the Issuer will:

- (a) permit representatives of Target reasonable access during normal business hours to the Issuer's Documents including, without limitation, all of the assets, contracts, financial records and minute books of the Issuer, so as to permit such investigation of the Issuer as Target deem reasonably necessary;
- (b) take all corporate action necessary to approve and to permit the issuance of the Issuer Consideration Shares as fully paid and non-assessable shares on Closing;
- (c) during the Interim Period, preserve and protect the goodwill, assets and undertaking of the Issuer, carry on the Business of the Issuer in the ordinary course in a reasonable and prudent manner consistent with past practice;

- (d) use its commercially reasonable efforts to obtain, in a timely manner, the Regulatory Approval, including the approval of the CSE for the Transactions;
- (e) during the Interim Period, except as otherwise permitted in this Agreement, not issue (other than on exercise of any currently outstanding options to purchase Issuer Shares or Issuer Share purchase warrants) any securities and not enter into any agreement or understanding with any third party to issue any securities, without the prior written consent of Target, not to be unreasonably withheld;
- (f) during the Interim Period, not provide any guarantee in respect of the obligations of any Person;
- (g) comply with the terms hereof and faithfully and expeditiously seek to satisfy the conditions precedent set out in Sections 7.1 and 7.3 and to close the Transactions by the Closing Date;
- (h) use its commercially reasonable efforts to conduct its affairs so that the representations and warranties of the Issuer contained herein shall be true and correct in all material respects on and as of the Closing Date as if made on the Closing Date, except to the extent that such representations and warranties require modification to give effect to the Transactions;
- (i) during the Interim Period, use its commercially reasonable efforts to ensure that the Issuer Shares remain listed on the CSE and that it remains in good standing under Applicable Law;
- (j) use its commercially reasonable efforts to obtain all consents, approvals, Permits, authorizations, or filings as may be required under applicable corporate laws, securities laws, the rules and policies of the Exchange and the constating documents of the Issuer for the performance by the Issuer of its obligations under this Agreement prior to the Closing;
- (k) notify Target immediately upon becoming aware that any of the representations or warranties of it contained herein are no longer true and correct in all material respects; and
- (l) during the Interim Period, ensure that the Issuer complies in all material respects with the foregoing covenants of this Agreement.

5. **FINDER'S FEE**

Target and the Issuer acknowledge that there are no finders' fees payable by any of Target and the Issuer or the Resulting Issuer with respect to the Transactions, other than the Concurrent Financing.

6. **TRANSACTION EXPENSES**

Each of the Parties will bear all costs and expenses incurred by the Party in negotiating and preparing the Agreement and in Closing and carrying out the Transactions. All costs and expenses related to satisfying any condition or fulfilling any covenant contain in this Agreement will be borne by the Party whose responsibility it is to satisfy the outstanding condition or fulfill the covenant in question.

7. **CONDITIONS PRECEDENT**

7.1 In Favour of all Parties. Each Party's obligation to satisfy their respective covenants herein and consummate the Transactions is subject to the satisfaction, on or before the Closing Date (or such other date as otherwise may be specifically indicated), of the following conditions, any of which may be waived by mutual consent of the Parties subject to the satisfaction or in absence of such further conditions with respect to the giving of such waiver, and without prejudice to their rights to rely on one or more other conditions precedent:

- (a) effective upon the Closing, the Issuer shall change its name to "South American Lithium Corp.", or such other name as the Issuer and the Target shall agree;

- (b) effective upon the Closing, the board of directors of the Resulting Issuer shall be reconstituted to consist of no more than five members, comprising the following persons:
 - (i) Ken Booth;
 - (ii) Richard Rosner;
 - (iii) Dustin Nanos;
 - (iv) Michelle DeCecco; and
 - (v) Jose de Castro;
- (c) effective upon the Closing, the management shall be reconstituted to comprise the following persons:
 - (i) Dustin Nanos – Chief Executive Officer and President; and
 - (ii) Christina Blacker – Chief Financial Officer and Corporate Secretary;
- (d) all necessary documents, approvals and consents shall be obtained to effect the appointments to the board of directors and the management of the Resulting Issuer described in Sections 7.1(b) and 7.1(c);
- (e) neither the Issuer nor the Target shall have issued any further securities without the consent of the other Party, other than as contemplated herein, or in the case of the Target in connection with the Concurrent Financing;
- (f) the Concurrent Financing shall have been completed for gross proceeds of not less than \$1,200,000, unless the Target has obtained the prior written consent of the Issuer to amend the terms of the Concurrent Financing, provided that the Parties have sufficient working capital to meet the minimum listing requirements prescribed by the Exchange;
- (g) The Target shall have received the requisite approval of its shareholders for the Continuation and the Continuation shall have been completed prior to the Effective Time;
- (h) each of Subco and the Target shall have received the requisite approval of their respective shareholders for the adoption of this Agreement and the completion of the Amalgamation as required by the BCBCA, and shall have taken all necessary steps so that the Amalgamation may be effected;
- (i) all Regulatory Approvals and third party consents or approvals that are necessary or advisable for the consummation of the Transactions, including, but not limited to, receipt of all necessary approvals from the CSE of the Fundamental Change and for the listing thereon of the Resulting Issuer Shares, including the Issuer Consideration Shares issuable in connection with the Amalgamation (subject to the CSE's ordinary listing requirements), all on terms satisfactory to each of the Parties hereto, acting reasonably;
- (j) there shall be no material action, cause of action, claim, demand, suit, investigation or other proceedings in progress, pending or threatened against or affecting any of the Issuer, Subco, the Target or any such company's respective officers and directors, at law or in equity, or before any Governmental Authority, which involve the reasonable likelihood of any judgment or liability against any of the Parties; and

- (k) there shall not be in force any prohibition at law, order or decree restraining or enjoining the consummation of the Transactions.

7.2 In Favour of the Issuer and Subco. The obligation of the Issuer and Subco to satisfy their respective covenants herein and consummate the Transactions is subject to the satisfaction, on or before the Closing Date (or such other date as otherwise may be specifically indicated), of the following conditions, any of which may be waived by mutual consent of Issuer and Subco subject to the satisfaction or in absence of such further conditions with respect to the giving of such waiver, and without prejudice to their rights to rely on one or more other conditions precedent:

- (a) The Target shall have delivered to Issuer all of the documents set out in Section 9.2, other than the Amalgamation Application;
- (b) The Target shall have delivered to the Issuer the El Quemado Title Opinions and the Yacones Title Opinion, in form satisfactory to the Issuer;
- (c) The time period for the exercise of any Dissent Rights shall have expired and no Target Shareholders shall have exercised any Dissent Rights;
- (d) Except as may be issued pursuant to the Concurrent Financing, there shall be no outstanding Target Shares or convertible securities or stock options outstanding to acquire Target Shares other than as set forth in Schedule A;
- (e) there shall have been no Material Adverse Change with respect to the Target between the date of signing this Agreement and the completion of the Transactions;
- (f) the representations and warranties of Target set forth in this Agreement that are qualified by materiality or Material Adverse Change qualifications shall be true and correct in all respects, and all other representations and warranties of Target set forth in this Agreement shall be true and correct in all material respects, in each case as of the Closing Date as if made on and as of such date except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be accordingly true and correct as of such earlier date, and Target shall have delivered a certificate confirming same to the Issuer, executed by a senior officer of Target (without personal liability), addressed to the Issuer and dated the Closing Date;
- (g) The Target shall have fulfilled or complied in all respects with each of the covenants and obligations of the Target contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Date, and The Target shall have delivered a certificate confirming same to the Issuer, executed by a senior officer of the Target (without personal liability), addressed to the Issuer and dated the Closing Date;
- (h) the board of directors of the Target and the Target Shareholders shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by each to permit the consummation of the Transactions; and
- (i) mutual releases, in form satisfactory to Target and the Issuer, each acting reasonably, of each of director and officer of the Target who is not continuing as a director or officer of Amalco, shall have been delivered to the Issuer.

7.3 In Favour of Target. The obligations of Target under this Agreement are subject to the fulfilment of the following conditions:

- (a) The Issuer shall have delivered to Target all of the documents set out in Section 9.3, other than the Amalgamation Application;

- (b) The Resulting Issuer Shares shall be conditionally approved for listing on the Exchange and the Issuer shall be a reporting issuer in good standing in the Provinces of British Columbia, Alberta, and Ontario and shall not be in material default of any requirement of any Applicable Securities Laws or the requirements of the Exchange and neither the Issuer nor any of its securities shall be the subject of any cease trade order or regulatory enquiry or investigation in any jurisdiction;
- (c) there shall be no outstanding Issuer Shares or convertible securities or stock options outstanding to acquire Issuer Shares other than as set forth in Schedule A;
- (d) the Issuer Consideration Shares to be issued on the Closing shall be issued as fully paid and non-assessable shares in the capital of the Issuer, free and clear of any and all Encumbrances or "restricted period" (pursuant to Section 2.5 of National Instrument 45-102 - *Resale of Securities*), demands of whatsoever nature under Canadian law, except those imposed pursuant to escrow restrictions of the Exchange;
- (e) the issuance of the Resulting Issuer Shares on Closing shall be exempt from prospectus requirements in Canada;
- (f) there shall have been no Material Adverse Change with respect to the Issuer or Subco between the date of signing this Agreement and the completion of the Transactions.
- (g) the representations and warranties of the Issuer set forth in this Agreement that are qualified by materiality or Material Adverse Change qualifications shall be true and correct in all respects, and all other representations and warranties of Issuer set forth in this Agreement shall be true and correct in all material respects, in each case as of the Closing Date as if made on and as of such date except to the extent that such representations and warranties speak as of an earlier date, in which event such representations and warranties shall be accordingly true and correct as of such earlier date, and the Issuer on its own behalf and on behalf of Subco shall have delivered a certificate confirming same to the Issuer, executed by a senior officer of the Issuer (without personal liability), addressed to the Target and dated the Closing Date;
- (h) The Issuer and Subco shall have fulfilled or complied in all respects with each of the covenants and obligations of the Issuer and Subco contained in this Agreement to be fulfilled or complied with by it on or prior to the Closing Date, and the Issuer on its own behalf and on behalf of Subco shall have delivered a certificate confirming same to the Issuer, executed by a senior officer of the Issuer (without personal liability), addressed to the Target and dated the Closing Date;
- (i) the boards of directors of the Issuer and Subco and the Issuer Shareholders and Subco Shareholder shall have adopted all necessary resolutions and all other necessary corporate actions shall have been taken by each to permit the consummation of the Transactions; and
- (j) mutual releases, in form satisfactory to Target and the Issuer, each acting reasonably, of each of director and officer of each of the Issuer and Subco who is not continuing as a director or officer of the Resulting Issuer or Amalco, shall have been delivered to the Issuer.

8. REPRESENTATIONS AND WARRANTIES

8.1 Concerning the Issuer and Subco. The Issuer represents and warrants to the Target that:

- (a) it has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets, and it is duly and appropriately registered, licensed and otherwise qualified to carry on its business and to own, lease and operate its property and assets and is in good standing in all material respects in each jurisdiction where it carries on business or owns, leases or operates its property or assets;

- (b) the Issuer is a reporting issuer in the Provinces of British Columbia, Alberta, and Ontario and it is not in material default of any material requirement under Applicable Securities Laws;
- (c) the Issuer's authorized and issued share capital is as set out in Schedule A hereto, and other than as set out in Schedule A:
 - (i) there are no rights, privileges or agreements requiring the Issuer to repurchase, redeem, retract or otherwise acquire, whether directly or indirectly, any of its issued shares or other securities; and
 - (ii) there are no options, warrants, rights, privileges or agreements requiring the Issuer to sell, or otherwise issue (by exercise, conversion, exchange or otherwise), whether directly or indirectly, any of its unissued shares;

and such information contained in Schedule A hereto shall remain accurate and complete in all material respects at the Closing unless otherwise agreed by the Parties subject only to the issuance of Issuer Consideration Shares pursuant to the Amalgamation;

- (d) the Issuer has no subsidiaries other than Subco, and Subco has no assets or active business operations;
- (e) it has all requisite corporate power and capacity and has taken all necessary corporate action to authorize it to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with the terms of this Agreement, except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court;
- (f) its execution and delivery of this Agreement and its performance of its obligations hereunder does not and shall not result in the breach of, constitute a default under or conflict with:
 - (i) any provision of its constating documents;
 - (ii) any resolutions of its shareholders or directors;
 - (iii) any statute, rule or regulation applicable to it or its property;
 - (iv) any order, decree or judgment of a court or regulatory authority or body having jurisdiction over it or its property;
 - (v) any mortgage, indenture, agreement or other commitment to which it is a party, or it or its property is bound; or
 - (vi) any agreement which would permit any party to that agreement to terminate such agreement or accelerate the maturity of any indebtedness of the Issuer or Subco, or that would result in the creation or imposition of any encumbrance of the Issuer Shares or the assets of the Issuer;

- (g) there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of the Issuer) pending or, to the knowledge of the Issuer, threatened by or against the Issuer, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality,

domestic or foreign and the Issuer is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;

- (h) all consents, approvals, permits, authorizations, or filings as may be required for the execution and delivery of this Agreement, and the completion of the Transactions, have been obtained;
- (i) the Issuer has complied with and is in compliance, in all material respects, with all applicable laws, and has all material licenses, permits, orders or approvals of, and has made all required registrations with, any governmental or regulatory body that are material to the conduct of its Business;
- (j) as of their respective dates, all information and materials filed by the Issuer with the securities commissions (or equivalent other provincial securities regulator) in each of the provinces of British Columbia, Alberta and Ontario, and which are available through the System for Electronic Document Analysis and Retrieval (SEDAR) website as of the date hereof (including all exhibits and schedules thereto and documents incorporated by reference therein) did not contain any untrue statement of a material fact or omit to state a material fact required to be stated therein or necessary to make the statements therein, in light of the circumstances under which they were made, not misleading, and complied in all material respects with all applicable legal and stock exchange requirements;
- (k) there is no “material fact” or “material change” (as those terms are defined under Applicable Securities Laws) in the affairs of the Issuer that has not been generally disclosed to the public;
- (l) the minute books and corporate records of the Issuer are maintained substantially in accordance with all applicable laws and are complete and accurate in all material respects. The financial books and records and accounts of the Issuer in all material respects (i) have been maintained in accordance with good business practices on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of the Issuer, and (iii) accurately and fairly reflect the basis for the financial statements of the Issuer;
- (m) the financial statements of the Issuer have been prepared in accordance with the IFRS, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of the Issuer as of the date thereof, and there have been no adverse material changes in the financial position of the Issuer since the date thereof and the Business of the Issuer has been carried on in the usual and ordinary course consistent with past practice since the date thereof;
- (n) The Issuer has filed all tax returns, reports and other tax filings, and has paid, deducted, withheld or collected and remitted on a timely basis all amounts to be paid, deducted, withheld or collected and remitted with respect to any taxes, interest and penalties as required under all applicable tax laws. There are no assessments, reassessments, actions, suits or proceedings in progress, pending, or threatened, against the Issuer, and no waivers have been granted by the Issuer in connection with any taxes, interest or penalties. The provisions for taxes reflected in the Issuer financial statements are sufficient for the payment of all accrued and unpaid taxes, interest and penalties for all periods and all transactions up to the end of the most recent financial period addressed in the Issuer financial statements;
- (o) except as disclosed in the Issuer Interim Statements, since the date of the Issuer Annual Statements there has not been:
 - (i) any change in the financial condition, (i) operations, results of operations, or business of the Issuer, nor has there been any occurrence or circumstances which, to the knowledge of

the Issuer, with the passage of time might reasonably be expected to have a material adverse effect on the Business or operations of the Issuer; or

- (ii) any loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by which, to the knowledge of the Issuer, has had, or may reasonably be expected to have, a material adverse effect on the business or operations of the Issuer;
- (iii) except to the extent reflected or reserved in the Issuer Interim Statements, or incurred subsequent to the date of the Issuer Interim Statements and incurred in the ordinary course of the Issuer's Business, the Issuer does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise, including under any guarantee of any debt);
- (p) The Issuer does not own any property or assets, other than cash or cash equivalents. The Issuer does not lease any property or premises and is not required to make any payments in connection with its use or occupation of any property or premises;
- (q) other than any necessary Regulatory Approvals and the approvals of directors and shareholders of the Issuer, no permit, authorization or consent of any third party is necessary for the consummation by the Issuer of the Transactions;
- (r) to its knowledge, the Issuer meets the public distribution requirements set out in the policies of the Exchange; and
- (s) The Issuer has no reasonable grounds for believing that a creditor of the Issuer or Subco will be prejudiced by the Amalgamation;
- (t) as of the date hereof, the authorized capital of the Issuer consists of an unlimited number of common shares, of which 16,249,000 Issuer Shares are issued and outstanding as fully paid and non-assessable;
- (u) all outstanding securities of the Issuer have been issued in compliance with all Applicable Laws, including Applicable Securities Laws. There are no securities of the Issuer outstanding, other than the Issuer Share and Issuer Options. There are no outstanding contractual or other obligations of the Issuer to repurchase, redeem or otherwise acquire any of the Issuer's securities. There are no outstanding bonds, debentures or other evidences of indebtedness of the Issuer having the right to vote with the holders of the outstanding Issuer Shares on any matters;
- (v) the auditors of the Issuer, Dale Matheson Carr-Hilton LaBonte LLP, Chartered Professional Accountants, who have audited the Issuer Annual Statements and provided their audit report thereon, are independent chartered professional accountants as required under Applicable Law;
- (w) the Issuer is not a party to any actions, suits or proceedings which could materially affect its Business or financial condition, and to the Issuer's knowledge, no such actions, suits or proceedings are contemplated or, have been threatened;
- (x) there are no judgments against the Issuer which are unsatisfied, nor are there any consent decrees or injunctions to which the Issuer is subject;
- (y) other than the cessation of trading in Issuer Shares to occur in connection with the Transactions, no order ceasing, halting or suspending trading in securities of the Issuer nor prohibiting the sale of such securities has been issued to and is outstanding against the Issuer; and no investigations or proceedings for such purposes are pending or threatened;

- (z) the Issuer has filed all federal, provincial, local and foreign tax returns which are required to be filed, or has requested extensions thereof, and has paid all taxes required to be paid by it and any other assessment, fine or penalty levied against it, or any amounts due and payable to any Governmental Authority, to the extent that any of the foregoing is due and payable;
- (aa) there are no liens for taxes on the assets of the Issuer, except for taxes not yet due, and there are no audits of any of the tax returns of the Issuer, and there are no claims which have been or may be asserted relating to any such tax returns;
- (bb) other than as disclosed to Target in writing, the Issuer does not have any loans or other indebtedness outstanding other than trade payables incurred in the ordinary course of business set out in the Issuer Interim Statements;
- (cc) there are no outstanding agreements extending or waiving the statutory period of limitations applicable to any claim, or the period for the collection or assessment or reassessment of taxes due from the Issuer for any taxable period and no request for any such waiver or extension is currently pending;
- (dd) the Issuer does not have any material outstanding indebtedness or liabilities and is not party to or bound by any suretyship, guarantee, indemnification or assumption agreement, or endorsement of, or any other similar commitment with respect to the obligations, liabilities or indebtedness of any Person that are material to the Issuer, other than those specifically identified in the Issuer Interim Statements or incurred in the ordinary course of business since the date of the Issuer Interim Statements;
- (ee) the Issuer has filed all documents that are required to be filed under the continuous disclosure provisions of Applicable Securities Laws, including annual and interim financial information, news releases disclosing material changes and material change reports and none of such filings contain an untrue statement of a material fact or an omission to state a material fact that is required to be stated or that is necessary to make a statement not misleading in light of the circumstances in which it was made;
- (ff) the Issuer has not filed any confidential material change report that remains confidential as at the date hereof;
- (gg) each of the Issuer and Subco has all requisite corporate power and authority to enter into this Agreement and all documents to be delivered pursuant hereto, and subject to the terms hereof, to perform its obligations hereunder and thereunder, and further the execution and delivery of this Agreement by the Issuer or Subco and the performance of its obligations under this Agreement will not:
 - (i) conflict with, or result in the breach or the acceleration of any indebtedness under, or constitute default under the constating documents of the Issuer, or any indenture, mortgage, agreement, lease, licence, contract, permit or other instrument of any kind whatsoever to which the Issuer is a party or by which it is bound, or any judgment or order of any kind whatsoever of any court or administrative body of any kind whatsoever by which the Issuer or Subco is bound respectively;
 - (ii) result in the violation of any law, ordinance, statute, regulation, by-law, order or decree of any kind whatsoever by the Issuer or Subco, respectively; or
 - (iii) violate the constating documents of the Issuer, or any resolutions of the directors or shareholders of the Issuer or Subco, respectively;

- (hh) the financial books, records and accounts of the Issuer have in all material respects, been maintained in accordance with Applicable Law, in accordance with applicable accounting standards and, in each case, are stated in reasonable detail and accurately and fairly reflect the material transactions and dispositions of the assets of the Issuer and accurately and fairly reflect the basis for all financial statements filed in the Issuer Disclosure Record, including the Issuer Annual Statements and Issuer Interim Statements;
- (ii) except as disclosed in the Issuer Disclosure Record and disclosed to Target in writing, there are no material claims, actions, suits, grievances, complaints or proceedings pending or, to the knowledge of the Issuer, threatened affecting the Issuer or affecting its property or assets at law or in equity before or by any Governmental Authority, including matters arising under Environmental Laws. Neither the Issuer nor its assets or properties is subject to any outstanding material judgment, order, writ, injunction or decree;
- (jj) all the data and information in respect of the Issuer and Subco provided or disclosed to Target or any representative of Target by or on behalf of the Issuer was and is accurate and correct in all material respects;
- (kk) upon their issuance, the Issuer Consideration Shares will be validly issued and outstanding as fully paid and non-assessable securities of the Issuer registered in accordance with the instructions to be provided by Target, free and clear of any and all liens, charges, escrow conditions or Encumbrances of any kind whatsoever other than those imposed by Applicable Securities Laws or the Exchange, or as otherwise contemplated in this Agreement; and
- (ll) except as disclosed in in writing to SALi, since November 30, 2022, there has not been any Material Adverse Change of any kind whatsoever to the financial position or condition of the Issuer or any damage, loss or other change of any kind whatsoever in circumstances materially affecting the Business, assets or listing of the Issuer or the right or capacity of the Issuer to carry on its Business.

8.2 Concerning Target – The Target represents and warrants to each of the Issuer and Subco that:

- (a) it exists under the laws of Alberta, is a valid and existing company and with respect to the filing of annual reports is in good standing, and no proceedings have been taken or authorized by Target in respect of the bankruptcy, reorganization, insolvency, liquidation, dissolution or winding up of Target;
- (b) it has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets, and it is duly and appropriately registered, licensed and otherwise qualified to carry on its business and to own, lease and operate its property and assets and is in good standing in each jurisdiction where it carries on business or owns, leases or operates its property or assets;
- (c) it is not a reporting issuer or equivalent in any jurisdiction and has not contravened any applicable securities laws of any jurisdiction, including without limitation in relation to the issuing of its seed shares, founders shares or any other shares or other securities;
- (d) to its knowledge, no shares of Target are listed or quoted on a stock exchange or stock trading system;
- (e) it has no subsidiaries other than SALi Argentina, which is wholly owned, and Minera Antosana S.A., in which it owns a 70% interest, and except pursuant to this Agreement, no Person has any option, warrant or rights to acquire any ownership interest in SALi Argentina;
- (f) except as disclosed in writing to the Issuer, SALi Argentina is the legal and beneficial owner of 3,500 shares with a par value of US\$100 per share in the capital stock of Minera Antosana (the

“Antosana Shares”), representing 70% of the authorized and issued capital of Minera Antosana, free and clear of all Encumbrances and no Person other than the Issuer and Subco has any interest in the Antosana Shares or any right to acquire any such interest;

- (g) SALi Argentina has all requisite corporate power and capacity to carry on its business as now conducted and to own, lease and operate its property and assets, and it is duly and appropriately registered, licensed and otherwise qualified to carry on its Business and to own, lease and operate its property and assets and is in good standing in all material respects in each jurisdiction where it carries on business or owns, leases or operates its property or assets;
- (h) except as disclosed in writing to the Issuer, it is indirectly through SALi Argentina the current and sole owner of 100% of the LATAM Rights and the Yacones Property free and clear of all Encumbrances and no Person other than the Issuer and Subco has any interest in the LATAM Rights and the Yacones Property or any right to acquire any such interest;
- (i) the Properties have been properly staked, located and recorded pursuant to the applicable laws and regulations of Salta Province and the federal laws of Argentina applicable therein and all mining concessions comprising the Properties are in good standing;
- (j) There is no Encumbrance or challenge against or to the ownership of or title to any part of the Properties and, to the knowledge of the Target there is no basis for such adverse claim or challenge which may affect the Properties;
- (k) except as disclosed in the writing to the Issuer, the Target has paid all amounts and done all things necessary to acquire the Antosana Shares, the LATAM Rights, and the Yacones Property;
- (l) The Target’s authorized and issued share capital is as set out set out in Schedule A, and other than as set out in Schedule A:
 - (i) there are no rights, privileges or agreements requiring it to repurchase, redeem, retract or otherwise acquire, whether directly or indirectly, any of its issued shares or other securities; and
 - (ii) there are no options, warrants, rights, privileges or agreements requiring it to sell, or otherwise issue (by exercise, conversion, exchange or otherwise), whether directly or indirectly, any of its unissued shares;

and such information contained in Schedule A hereto shall remain accurate and complete in all material respects at the Closing, subject only to the issuance of Target securities pursuant to the Concurrent Financing;

- (m) it has all requisite corporate power and capacity and has taken all necessary corporate action to authorize it to execute and deliver this Agreement and perform its obligations hereunder, and this Agreement has been duly authorized, executed and delivered by it and constitutes a legal, valid and binding obligation enforceable against it in accordance with this Agreement’s terms except as may be limited by bankruptcy, insolvency, liquidation, reorganization, reconstruction and other similar laws of general application affecting the enforceability of remedies and rights of creditors and except that equitable remedies such as specific performance and injunction are in the discretion of a court;
- (n) its execution and delivery of this Agreement and its performance of its obligations hereunder does not and shall not result in the breach of, constitute a default under or conflict with:
 - (i) any provision of its constating documents;

- (ii) any resolutions of its shareholders or directors;
 - (iii) any statute, rule, or regulation applicable to it or its property;
 - (iv) any order, decree or judgment of a court or regulatory authority or body having jurisdiction over it or its property;
 - (v) any mortgage, indenture, agreement or other commitment to which it is a party or it or its property is bound; or
 - (vi) any agreement which would permit any party to that agreement to terminate such agreement or accelerate the maturity of any indebtedness of Target, or that would result in the creation or imposition of any encumbrance of the Target Shares or the assets of Target;
- (o) all Target Shares are issued as fully paid and non-assessable securities of Target and are free and clear of any and all encumbrances, liens, charges, demands of any kind and nature;
- (p) there are no actions, suits or proceedings, judicial or administrative (whether or not purportedly on behalf of Target) pending or, to the knowledge of Target, threatened by or against Target, at law or in equity, or before or by any federal, provincial, state, municipal or other governmental court, department, commission, board, bureau, agency or instrumentality, domestic or foreign and Target is not aware of any existing ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success;
- (q) Target is in good standing with respect to all of its obligations owing pursuant to all its material contracts, and each of such material contracts is a legal, valid and binding obligation of Target;
- (r) to the knowledge of Target, other than as has been disclosed in writing to Issuer, all activities of Target are in material compliance with and are in good standing under all applicable laws, rules, regulations and regulatory orders and prohibitions and there have been no violations thereof nor any basis for a claim or determination thereof, and there are no current, pending or threatened order, prohibition or other directive relating to any such matters nor to Target's knowledge any basis for such order, prohibition or other directive;
- (s) the minute books and corporate records of Target are maintained substantially in accordance with all applicable laws and are complete and accurate in all material respects. The financial books and records and accounts of Target in all material respects (i) have been maintained in accordance with good business practices on a basis consistent with prior years, (ii) are stated in reasonable detail and accurately and fairly reflect the transactions and acquisitions and dispositions of assets of Target, and (iii) accurately and fairly reflect the basis for the Target Financial Statements;
- (t) the Target Financial Statements have been prepared in accordance with the IFRS, present fairly, in all material respects, the financial position and all material liabilities (accrued, absolute, contingent or otherwise) of Target as of the date thereof, and there have been no adverse material changes in the financial position of Target since the date thereof and the business of Target has been carried on in the usual and ordinary course consistent with past practice since the date thereof;
- (u) Target has filed all tax returns, reports and other tax filings, and has paid, deducted, withheld or collected and remitted on a timely basis all amounts to be paid, deducted, withheld or collected and remitted with respect to any taxes, interest and penalties as required under all applicable tax laws. There are no assessments, reassessments, actions, suits or proceedings, in progress, pending, or threatened, against Target, and no waivers have been granted by Target in

connection with any taxes, interest or penalties. The provisions for taxes reflected in the Target Financial Statements are sufficient for the payment of all accrued and unpaid taxes, interest and penalties for all periods and all transactions up to the end of the most recent financial period addressed in the Target Financial Statements;

- (v) except as disclosed in the Target Financial Statements, since the date of the Target Financial Statements, there has not been:
 - (i) any change in the financial condition, operations, results of operations, or business of Target, nor has there been any occurrence or circumstances which, to the knowledge of Target, with the passage of time might reasonably be expected to have a material adverse effect on the business or operations of Target; or
 - (ii) any loss, labour trouble, or other event, development or condition of any character (whether or not covered by insurance) suffered by which, to the knowledge of Target, has had, or may reasonably be expected to have, a material adverse effect on the business or operations of Target;
- (w) except to the extent reflected or reserved in the Target Financial Statements, or incurred subsequent to the date of the Target Financial Statements and incurred in the ordinary course of Target's business, Target does not have any outstanding indebtedness or any liabilities or obligations (whether accrued, absolute, contingent or otherwise, including under any guarantee of any debt);
- (x) other than any necessary Regulatory Approvals and approvals of the shareholders and directors of Target, no permit, authorization or consent of any third party is necessary for the consummation by Target of the Transaction; and
- (y) Target has no reasonable grounds for believing that a creditor of Target will be prejudiced by the Amalgamation.

8.3 Survival. The representations and warranties made by the Parties under this Article 8 are true and correct as of the date hereof and shall be true and correct at the time of Closing as though they were made at that time. The representations in Sections 8.1 and 8.2 shall survive the time of Closing for a period of 12 months. After the expiration of such period, as applicable, no Party shall have any further liability with respect to any breach of any representation or warranty contained herein, except for those alleged breaches for which notice has been given prior to the end of such period, as applicable.

8.4 Limitations on Representations and Warranties. The Parties shall not be deemed to have made any representation or warranty other than as expressly made in Sections 8.1 and 8.2 hereof. Notwithstanding anything to the contrary contained herein, no Party shall be liable for any losses resulting from or relating to any inaccuracy in or breach of any representation or warranty in this Agreement if the Party seeking indemnification for such losses had actual knowledge of such breach or inaccuracy before Closing.

9. CLOSING

9.1 Closing. The Closing shall be effected via electronic exchange or at the offices of Segev LLP, 6th Floor, 905 West Pender Street, Vancouver, British Columbia, at 10:00 a.m. (Vancouver time) of the Closing Date or at such other time, date or place upon which Target and the Issuer may mutually agree.

9.2 Deliveries by Target - At the time of Closing, upon the fulfillment or waiver of all of the conditions set out in Article 7, Target shall deliver to the Issuer the following documents:

- (a) The Certificate of Continuance issued by the Registrar evidencing completion of the Continuance;

- (b) a certified copy of the directors' resolutions or other documentation evidencing the approval of Target of the Amalgamation, the entering into of this Agreement and all matters related to the Amalgamation;
- (c) a certified copy of the shareholders' resolutions or other documentation evidencing the Target Shareholders' adoption of this Agreement and approval of the Amalgamation;
- (d) a list of all Target Shareholders and Target Warrantholders, including the number of Target Shares and Target Warrants respectively held by each of them, as at the Effective Time, certified to be complete and accurate in all respects by a director or senior officer of Target;
- (e) the minute books and corporate records of Target (which shall thereafter form part of the pre-Amalgamation minutes and corporate records of Amalco);
- (f) a certificate signed by a director or senior officer of Target confirming that all Target's conditions precedent to the Amalgamation for the benefit of Target have been satisfied or waived by Target, that all representations and warranties of Target contained herein are true and correct as if they had been made at the Effective Time and that no Target Shareholders have exercised their Dissent Rights;
- (g) the Amalgamation Affidavit of Target; and
- (h) such other documents and instruments in connection with the Closing as may be reasonably requested by the Issuer.

9.3 Deliveries by the Issuer - At the time of Closing on the Closing Date, upon the fulfilment or waiver of all of the conditions set out in Article 7, the Issuer shall deliver to Target:

- (a) evidence of Regulatory Approval of the Transaction, if any;
- (b) resignations of the directors and officers of the Issuer identified in Section 3.1 and a release of all claims against the Issuer up to the time of Closing by each such director and officer in form satisfactory to Target, acting reasonably;
- (c) evidence satisfactory to Target of the appointment of the directors and officers identified in Section 3.2; and
- (d) such other documents and instruments in connection with the Closing as may be reasonably requested by Target.

10. **ORDINARY COURSE**

Until the time of Closing, neither Target nor the Issuer shall, without the prior written consent of the other, enter into any contract in respect of its business or assets, other than in the ordinary course of business, and each Party shall continue to carry on its Business and maintain its assets in the ordinary course of business, with the exception of reasonable costs incurred in connection with the Closing, and, without limitation, but subject to the above exceptions, shall maintain payables and other liabilities at levels consistent with past practice, shall not engage in any extraordinary material transactions and shall make no distributions, dividends or special bonuses except otherwise permitted under this Agreement, shall not repay any shareholders' loans, or enter into or renegotiate any employment or consulting agreement with any senior officer, in each case without the prior written consent of the other.

11. TERMINATION

11.1 **Termination** - This Agreement may be terminated and the Amalgamation abandoned at any time prior to the Effective Time:

- (a) by the mutual written consent of the Issuer and Target;
- (b) by either the Issuer or Target, if there shall be any Applicable Law that makes consummation of the Amalgamation illegal or otherwise prohibited, or if any judgment, injunction, order or decree of a competent Governmental Authority enjoining the Issuer or Target from consummating the Amalgamation shall be entered and such judgment, injunction, order or decree shall have become final and non-appealable;
- (c) by either the Issuer or Target, if the Closing Date does not occur on or prior to the Outside Date provided, however, that the right to terminate this Agreement under this Section 11.1(c) will not be available to any Party whose failure or whose affiliate's failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Closing Date to occur on or before such date;
- (d) by the Issuer if any condition set out in Section 7.1 or 7.2 has not been satisfied (or is incapable of being satisfied) or has not been waived on or before the Outside Date provided, however, that the right to terminate this Agreement under this Section 11.1(d) will not be available to any Party whose failure or whose affiliate's failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Closing Date to occur on or before such date;
- (e) by Target if any condition set out in Section 7.1 or 7.3 has not been satisfied (or is incapable of being satisfied) or has not been waived on or before the Outside Date provided, however, that the right to terminate this Agreement under this Section 11.1(e) will not be available to any Party whose failure or whose affiliate's failure to perform any material covenant, agreement or obligation hereunder has been the cause of, or resulted in, the failure of the Closing Date to occur on or before such date;
- (f) by the Issuer if there is a material breach by Target of any of its representations, warranties, covenants or agreements contained in this Agreement that could reasonably be expected to cause a condition set forth in Section 7.1 or 7.2 which has not been waived to be incapable of being satisfied on or before the Outside Date;
- (g) by the Issuer or Target if the Target Shareholders fail to approve the Amalgamation in the manner required by law; or
- (h) by Target if there is a material breach by the Issuer or Subco of any of its representations, warranties, covenants or agreements contained in this Agreement that could reasonably be expected to cause a condition set forth in Section 7.1 or 7.3 which has not been waived to be incapable of being satisfied on or before the Outside Date.

11.2 **Effect of Termination** - If this Agreement is terminated in accordance with the provisions of Section 11.1, no Party shall have any further liability to perform its obligations hereunder except for the provisions of this Section 11.2, Sections 6 or 13; provided that neither the termination of this Agreement nor anything contained in this Section 11.2 shall relieve any Party from any liability for any breach by it of this Agreement, including from any inaccuracy in its representations and warranties and any non-performance by it of its covenants and agreements made herein.

12. STANDSTILL AGREEMENT

Until the earlier of (i) the Closing and (ii) the termination of this Agreement (the “**Exclusivity Termination Date**”), Target agrees that it will not, directly or indirectly, and will not authorize or permit any representative or agent thereof to, directly or indirectly, (a) solicit, initiate, encourage, engage in or respond to any inquiry or proposal regarding any merger, amalgamation, share exchange, business combination, take-over bid, sale or other disposition of all or substantially all of its assets, any recapitalization, reorganization other than the liquidation, material sale or issue of treasury securities or rights or interest therein or thereto or rights or options to acquire any material number of treasury securities or any type of similar transaction which would or could, in any case, constitute or result in a de facto change of control of Target or the disposition of substantially all of its assets (each an “**Acquisition Proposal**”), other than the Transactions, (b) encourage or participate in any discussions or negotiations regarding any Acquisition Proposal, (c) agree to, approve or recommend an Acquisition Proposal, or (d) enter into any agreement related to an Acquisition Proposal, unless such action, matter or transaction is part of the Transactions or is satisfactory to, and is approved in writing in advance by the Issuer or is necessary to carry on the normal course of business.

13. PUBLIC DISCLOSURE

13.1 Restrictions on Disclosure - No disclosure or announcement, public or otherwise, in respect of this Agreement or the Transactions will be made by the Issuer or Target without the prior written agreement of the other as to timing, content and method, provided that the obligations herein will not prevent the Issuer or Target from making, after consultation with the other, such disclosure as its counsel advises is required by Applicable Law, including the rules and policies of the CSE, as applicable, or as is required to carry out the Transactions or the obligations of the Issuer or Target.

13.2 Confidentiality - Except with the prior written consent of the other, each of the Issuer and Target and their respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all information received from the Issuer or Target, as applicable, concerning any of the Issuer, Target and the Target Shareholders in strictest confidence and shall not be disclosed or used by the recipients thereof, except such information and documents available to the public or as are required to be disclosed by Applicable Law, including the rules and policies of the CSE, as applicable. All such information in written or electronic form and documents will be promptly returned to the Party originally delivering them in the event that the Transactions are not completed.

14. GENERAL

14.1 Time - Time and each of the terms and conditions of this Agreement is of the essence of this Agreement and any waiver by the Parties of this paragraph or any failure by them to exercise any of their rights under this Agreement shall be limited to the particular instance and shall not extend to any other instance or matter in this Agreement or otherwise affect any of their rights or remedies under this Agreement.

14.2 Entire Agreement - This Agreement constitutes the entire agreement between the Parties in respect of the matters referred to herein and there are no representations, warranties, covenants or agreements, expressed or implied, collateral hereto other than as expressly set forth or referred to herein.

14.3 Further Assurances - The Parties shall execute and deliver all such further documents and instruments and do all such acts and things as any Party may, either before or after the Closing, reasonably require of the others in order that the full intent and meaning of this Agreement is carried out. The provisions contained in this Agreement which, by their terms, require performance by a Party subsequent to the Closing, shall survive the Closing.

14.4 Amendments - No alteration, amendment, modification or interpretation of this Agreement or any provision of this Agreement shall be valid or binding upon the Parties unless such alteration, amendment, modification or interpretation is in writing, executed by Target and the Issuer.

14.5 **Notices** - Any notice, request, demand, election and other communication of any kind whatsoever to be given under this Agreement shall be in writing and shall be delivered by hand, e-mail or mail to the Issuer or Target (on its own behalf and on behalf of the Target Shareholders) at their following respective addresses:

To the Issuer and Subco:

Pursuit Gold Corp.
1170 - 1040 W. Georgia Street
Vancouver, BC
V6E 4H1

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

With a copy (which shall not constitute notice) to:

Segev LLP
6th Floor, 905 West Pender Street
Vancouver, BC, V6C 1L6

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

To Target:

South American Lithium Corp.
1612 17th Ave SW
Calgary, Alberta
T2T 0E3

[REDACTED] [REDACTED]
[REDACTED] [REDACTED]

or to such other addresses as may be given in writing by the Issuer or Target, in the manner provided for in this paragraph, and the Party sending such notice should request acknowledgment of delivery and the Party receiving such notice should provide such acknowledgment. Notwithstanding whether or not a request for acknowledgment has been made or replied to, whether or not delivery has occurred will be a question of fact. If a Party can prove that delivery was made as provided for above, then it will constitute delivery for the purposes of this Agreement whether or not the receiving Party acknowledged receipt.

14.6 **Acknowledgement of Representation** - The Target hereby acknowledges this Agreement has been drafted by Segev LLP, who are counsel for the Issuer and do not represent the Target. By its execution of this Agreement, Target acknowledges that it has been advised that a conflict of interest may exist between its interests and those of the Issuer, and further acknowledges that it has been urged and has had the opportunity to seek the advice of independent legal counsel in connection with this Agreement.

14.7 **Assignment** - This Agreement may not be assigned by any Party hereto without the prior written consent of all of the Parties.

14.8 **Governing Laws** - This Agreement is subject to, governed by, and to be construed in accordance with the laws of the Province of British Columbia and the federal laws of Canada applicable therein, and the Parties hereby irrevocably and unconditionally attorn to the jurisdiction of the courts of British Columbia.

14.9 **Counterparts** - This Agreement may be signed by fax, e-mail (scan) or other means of electronic transmission and in counterpart, and each copy so signed will be deemed to be an original, and all such counterparts together will constitute one and the same instrument.

14.10 **Severability** - If any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of such provision or provisions will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby, unless in either case as a result of such a determination this Agreement would fail in its essential purpose.

14.11 **Enurement** – This Agreement shall enure to the benefit of and be binding upon the Parties and their respective successors, permitted assigns, trustees, representatives, heirs and executors.

[Remainder of page intentionally left blank. Execution page follows.]

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date hereinbefore written.

PURSUIT GOLD CORP.

Per: /s/ Ken Booth
Name: Ken Booth,
Title: director
I have the authority to bind the
corporation

SOUTH AMERICAN LITHIUM CORP.

Per: /s/ Dustin Nanos
Name: Dustin Nanos,
Title: director
I have the authority to bind the
corporation

SCHEDULE A
CAPITALIZATION OF PURSUIT GOLD CORP. AND SOUTH AMERICAN LITHIUM CORP.

Pursuit Gold Corp.

Authorized capital: unlimited number of common shares.

Security	Issued and Outstanding
Common Shares	16,249,000
Share purchase warrants	0
Incentive Options	1,300,000
Fully Diluted	17,549,000

South American Lithium Corp. (exclusive of securities to be issued under Concurrent Financing)

Authorized Capital: unlimited number of common shares and unlimited number of preferred shares issuable in series

Security	Amount
Common Shares	23,225,000
Preferred shares	0
Common share purchase warrants	13,225,000
Incentive options (common shares)	3,200,000
Fully Diluted	39,650,000

SCHEDULE B

DESCRIPTION OF THE PROPERTIES

El Quemado – Antosana Rights

Antosana rights	Name	Type of Concession	File Number	Area (ha)	Holder
1	Santa Elena	Mine	18.159	59.99	Enrique José Vidal (being transferred to Minera Antosana)
2	Tres Tetas	Mine	18.263	42.00	Enrique José Vidal
3	El Quemado	Mine	19.516	999.97	Enrique José Vidal
4	Mirkos 4	Mine	20.203	1859.62	Minera Ansotana S.A.
5	Mirkos 5	Mine	20.204	2883.23	Minera Ansotana S.A.
6	Mirkos 6	Mine	20.205	2994.20	Minera Ansotana S.A.
7	Mirkos 7	Mine	20.206	2756.56	Minera Ansotana S.A.
8	Mirkos 10	Mine	20.209	2994.21	Minera Ansotana S.A.
9	La Elvirita	Mine	20.999	1200.00	Minera Ansotana S.A.
10	Crosby 1	Mine	21.648	1281.82	Minera Ansotana S.A.
11	Crosby 2	Mine	21.649	1469.40	Minera Ansotana S.A.
12	Crosby 3	Mine	21.650	1464.31	Minera Ansotana S.A.
13	Crosby 4	Mine	21.651	1564.27	Minera Ansotana S.A.
14	Aguas Calientes 5	Mine	21.992	333.42	Minera Ansotana S.A.
15	El Quemado V	Mine	21.993	634.65	Enrique José Vidal
16	Peñas Blancas V	Mine	22.045	2324.48	Minera Ansotana S.A.
17	Crosby 5	Discovery	22.116	2625.54	Minera Ansotana S.A.
18	Crosby 6	Mine	22.117	1727.64	Minera Ansotana S.A.
19	Mirkos 9	Mine	22.142	2993.86	Minera Ansotana S.A.
20	Mircos 1	Mine	22.143	2994.20	Minera Ansotana S.A.
21	Mircos 3	Mine	22.144	2706.34	Minera Ansotana S.A.

Antosana rights	Name	Type of Concession	File Number	Area (ha)	Holder
22	Crosby 7	Mine	22.317	1936.43	Minera Ansotana S.A.
23	Crosby 8	Mine	22.318	1496.35	Minera Ansotana S.A.
24	Josefina VII	Mine	22.349	2941.25	Minera Ansotana S.A.
25	Mircos 2	Mine	22.767	2998.35	Minera Ansotana S.A.
26	Mircos 8	Mine	22.768	3000.02	Minera Ansotana S.A.
Total				50282.11	

El Quemado – LATAM Rights

LATAM rights	Name	Type of Concession	File Number	Area (ha)	Holder
1	Hesta	Mine	18.348	51.39	Vittone, Héctor Félix
2	Leilita 1	Mine	21.154	234.00	Bandi Alberto, Vittori Raul Eduardo
3	Leilita 2	Mine	21.155	234.00	Vittone, Héctor Félix
4	Leilita 4	Mine	21.157	234.01	Vittone, Héctor Félix
5	Micas 3	Mine	21.162	221.99	Vittone, Héctor Félix
6	Pomitas 5	Mine	21.169	234.00	Vittone, Héctor Félix
7	Leilita 7	Mine	21.322	270.00	Vittone, Héctor Félix
8	Leilita 8	Mine	21.323	270.00	Vittone, Héctor Félix
9	Leilita 9	Mine	21.324	270.00	Vittone, Héctor Félix
10	Leilita 10	Mine	21.325	119.89	Vittone, Héctor Félix
11	Micas 6	Mine	21.339	270.03	Vittone, Héctor Félix
12	Palermo 1	Mine	21.748	270.00	Vittone, Héctor Félix
13	Palermo 4	Mine	21.751	270.02	Vittone, Héctor Félix
14	Leilita 12	Mine	21.753	270.00	Vittone, Héctor Félix
15	Leilita 13	Mine	21.754	270.00	Vittone, Héctor Félix

LATAM rights	Name	Type of Concession	File Number	Area (ha)	Holder
16	Leila	Mine	21.915	1000.00	Vittone, Héctor Félix
17	Leilita 15	Mine	22.022	254.54	Vittone, Héctor Félix
18	Leilita 16	Mine	22.023	270.04	Vittone, Héctor Félix
19	Leilita 18	Mine	22.111	1497.10	Vittone, Héctor Félix
20	Leilita 19	Mine	22.462	1497.10	Vittone, Héctor Félix
Total				8008.11	

YACONES PROPERTY

located in Los Andes Department, Province of Salta, Argentina

	Name	Type of Concession	File number	Area (ha)	Title Holder
1	Yacones I	Mine	24.385	2994.2152	Simón Perez Alsina
2	Yacones II	Mine	24.386	2185.0181	Simón Perez Alsina
3	Yacones V	Mine	24.425	2446.2988	Simón Perez Alsina
Total				7625.5321	

**SCHEDULE C
AMALGAMATION APPLICATION**

[to be attached]

**SCHEDULE D
ARTICLES OF AMALCO**

[to be attached]